



Big Bear Fire Authority

BIG BEAR FIRE AUTHORITY

November 12, 2024, Regular Board Meeting
5:00 p.m.

BOARD OF DIRECTORS

Board Chair Larry Walsh
Vice Chair Kendi Segovia
Director Rick Herrick
Director Perri Melnick
Director Randall Putz
Director Bob Rowe
Director John Russo
Director Al Ziegler

STAFF

Fire Chief Jeff Willis
Assistant Chief/Fire Marshal Luke Wagner
Director of Business Services Kristin Mandolini
Board Secretary Chardelle Smith
Authority Counsel Joseph Sanchez
Assistant Authority Counsel Nicholas Norvell

NOTICE IS HEREBY GIVEN, that a Regular Meeting of the Big Bear Fire Authority will be held on Tuesday, November 12, 2024, at 5:00 p.m. This meeting will be held at the Big Bear Fire Department, Station 281, located at 41090 Big Bear Boulevard, Big Bear Lake, CA; said meeting being called pursuant to Section 54953 of the Government Code of the State of California to consider the following matters:

OPEN SESSION

CALL TO ORDER

MOMENT OF SILENCE / PLEDGE OF ALLEGIANCE

ROLL CALL

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

ANNOUNCEMENTS & UPCOMING EVENTS

The Fire Authority's Administrative Office will be closed:

- Thursday, November 28, 2024, in observance of Thanksgiving, and will reopen on Monday, December 2, 2024 at 8:00 a.m.

PRESENTATIONS

None

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

GENERAL PUBLIC COMMENT - *Members of the public who wish to comment on topics not included on the agenda or comment on agenda items are invited to provide comments. Please note that State law prohibits the Authority from taking action on items not listed on the agenda. There is a three-minute maximum time limit when addressing the Board; this time limit may be shortened by the Chair to accommodate a large number of speakers.*

CHIEF'S REPORT

FINANCE OFFICER'S REPORT

Speaker: Kristin Mandolini, Director of Business Services

FIRE AUTHORITY CONSENT CALENDAR

- FA1. Approval of Demands – Check Issue Date 07/01/24 through 09/30/2024 in the amount of \$3,429,435.99**
- FA2. Approval of Meeting Minutes from the October 8, 2024, Regular Meeting of the Big Bear Fire Authority.**
- FA3. Receive and File Big Bear Fire Department Monthly Activity Report for June, 2024.**

ITEMS REMOVED FROM THE CONSENT CALENDAR

PUBLIC HEARING

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

None

NEW BUSINESS

BIG BEAR FIRE AUTHORITY DISCUSSION ITEMS

- FA4. Approval of Amendment No. 5 to Fire Chief Employment Agreement**

Board consideration of approving and authorizing the Board Chair to execute Amendment No. 5 to the Fire Chief Employment Agreement.

Speaker: Nicholaus Norvell, Best Best and Krieger

FA5. Request to Change a Member of the Ad Hoc Strategic Planning Committee

Board consideration and approval of Director Putz request that his seat within the committee be replaced with Board Chair Walsh.

Speaker: Randall Putz, Director

FA6. Ad Hoc Strategic Planning Committee Update – Additional Revenue Options

Board consideration regarding possible additional revenues in the form of a TOT/TBID, Community Facilities District (CFD), JPA Valley Wide, or forming a foundation.

Speaker: Jeff Willis, Fire Chief

FA7. Fire Authority 2025 Meeting Calendar

Board consideration of approving the proposed 2025 Board meeting calendar with two Budget Workshops on April 16 and May 21.

Speaker: Jeff Willis, Fire Willis

COMMITTEE REPORTS**An Ad Hoc Strategic Planning Committee meeting was held on:**

- October 29, 2024
 - In attendance was Director Melnick, Director Putz, Director Rowe, and Vice Chair Segovia, with ex officio members Jon Bidwell and Andrew Crane.

DIRECTORS' CLOSING COMMENTS

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

CLOSED SESSION**1. Public Employee Appointment (Government Code § 54957)**

Title: Fire Chief (hiring process only)

2. Conference with Labor Negotiators (Government Code § 54957.6)

Agency Designated Representative(s): Nicholaus Norvell, Assistant Authority Counsel

Unrepresented Employee: Fire Chief

3. Conference with Legal Counsel—Anticipated Litigation

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: One (1) potential case.

REPORT FROM CLOSED SESSION**ADJOURN**

I hereby certify under penalty of perjury, under the laws of the State of California that the foregoing agenda was posted in accordance with the applicable legal requirements. Dated this 7th day of November, 2024.



Chardelle Smith
Board Secretary

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



BIG BEAR FIRE AUTHORITY AGENDA REPORT

MEETING DATE: November 12, 2024

TO: Board Chair and Directors of Big Bear Fire Authority

FROM: Jeff Willis, Fire Chief *JW*

SUBJECT: CHIEF'S REPORT

Apparatus

On October 30, 2024, a push in ceremony for the new type 1 pierce structure engine was celebrated at Station 282. This marks the completion of the 3-year fleet replacement plan. A Chiefs meeting is scheduled for November 13th. A discussion item for this meeting is the final disposition of the old ME-282, a 2004 KME engine.

Winter preparation of apparatus and equipment is complete. This includes tire snow chains inventory and fitting, Loader, skid steer, truck plowing equipment has been serviced and repaired, snow blowers, and other equipment are ready to be used.

The anticipated delivery month for the new Braun Ambulance is February of 2025.

Personnel

On December 16, 18, and 19, the Chiefs will be meeting with all stations and all shifts to discuss any items of interest or concern. Chiefs will also brief personnel on the plan for winter operations.

A refresher training will also be provided to all personnel on winter driving considerations.

Chief Wagner attended a winter coordination pre-season snow meeting in Running Springs. This meeting was well attended by all other mountain agencies having a role in snow removal operations. This annual meeting is facilitated by the California Highway Patrol.

Staff is currently working on a date for this year's department Christmas party.



BIG BEAR FIRE AUTHORITY AGENDA REPORT

MEETING DATE: November 12, 2024

TO: Board Chair and Directors of Big Bear Fire Authority

FROM: Jeff Willis, Fire Chief *JW*

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

SUBJECT: September 30, 2024 YTD FINANCE REPORT

SEPTEMBER YTD FINANCIALS – 25% Through the Year

Big Bear Fire Authority

Revenues

- Revenues were at 8% with property tax revenues expected to arrive in mid-November.

Expenses

- Expenses were at 27%, or 2% over budget, as a result of the Line Fire and reimbursable mutual aid expenses from other incidents throughout the state.

BIG BEAR FIRE AUTHORITY

Year-to-Date Budget Variance Report

September 30, 2024

Operations

	Annual Budget	YTD Total	Variance	%
Revenue				
Property Tax Revenue	13,845,658	0	(13,845,658)	0%
Current Service Charges	130,110	9,438	(120,672)	7%
Use of Money and Property	73,329	4,381	(68,948)	6%
Total Revenue	14,049,097	13,819	(14,035,278)	0%
Expenses				
Salaries & Benefits	9,193,566	2,677,599	(6,515,967)	29%
Retiree Benefits	1,142,597	300,766	(841,831)	26%
Professional Services	432,741	68,630	(364,111)	16%
Insurance	742,581	180,519	(562,062)	24%
Maintenance and Equipment	493,173	72,693	(420,480)	15%
Supplies	144,800	27,915	(116,885)	19%
Utilities	229,200	34,051	(195,149)	15%
Other Expenditures	295,756	38,369	(257,387)	13%
Total Expenses	12,674,414	3,400,542	(9,273,872)	27%
Change in Fund Balance	1,374,683	(3,386,723)	(4,761,406)	

Ambulance

	Annual Budget	YTD Total	Variance	%
Revenue				
Current Service Charges	3,825,738	613,114	(3,212,624)	16%
Other Revenue	11,700	895	(10,805)	8%
Total Revenue	3,837,438	614,009	(3,223,429)	16%
Expenses				
Salaries & Benefits	3,209,747	761,692	(2,448,055)	24%
Retiree Benefits	10,609	2,689	(7,920)	25%
Professional Services	650,834	174,380	(476,454)	27%
Insurance	250,842	58,547	(192,295)	23%
Maintenance and Equipment	56,419	15,457	(40,962)	27%
Supplies	167,640	27,395	(140,245)	16%
Other Expenditures	12,400	3,837	(8,563)	31%
Total Expenses	4,358,491	1,043,997	(3,314,494)	24%
Change in Fund Balance	(521,053)	(429,988)	91,065	

Air Operations

	Annual Budget	YTD Total	Variance	%
Revenue				
Current Service Charges	297,500	91,800	(205,700)	31%
Personnel Reimbursement	690,000	164,064	(525,936)	24%
Use of Money and Property	9,600	2,400	(7,200)	25%
Total Revenue	997,100	258,264	(738,836)	26%
Expenses				
Salaries & Benefits	745,544	162,743	(582,801)	22%
Maintenance & Equipment	5,000	0	(5,000)	0%
Utilities	9,900	4,566	(5,334)	46%
Total Expenses	760,444	167,309	(593,135)	22%
Change in Fund Balance	236,656	90,955	(145,701)	

BIG BEAR FIRE AUTHORITY

Year-to-Date Budget Variance Report
September 30, 2024

Prevention

	Annual Budget	YTD Total	Variance	%
Revenue				
Citations/Cost Recovery Fees	486,395	76,834	(409,561)	16%
Total Revenue	486,395	76,834	(409,561)	16%
Expenses				
Salaries & Benefits	405,316	72,965	(332,351)	18%
Professional Services	32,113	3,417	(28,696)	11%
Maintenance & Equipment	30,000	0	(30,000)	0%
Supplies	37,428	772	(36,656)	2%
Other Expenditures	26,000	0	(26,000)	0%
Total Expenses	530,857	77,154	(453,703)	15%
Change in Fund Balance	(44,462)	(319)	44,143	

Mutual Aid

	Annual Budget	YTD Total	Variance	%
Revenue				
Interagency Revenues	822,780	577,346	(245,434)	70%
Total Revenue	822,780	577,346	(245,434)	70%
Expenses				
Salaries & Benefits	615,008	588,033	(26,975)	96%
Supplies	4,704	7,227	2,523	154%
Other Expenditures	38,512	21,663	(16,849)	56%
Total Expenses	658,224	616,923	(41,301)	94%
Change in Fund Balance	164,556	(39,578)	(204,134)	

Debt Servicing

	Annual Budget	YTD Total	Variance	%
Expenses				
Debt Service - Apparatus	432,748	59,819	(372,929)	14%
Debt Service - Pension	166,641	26,246	(140,395)	16%
Total Expenses	599,389	59,819	(372,929)	10%
Change in Fund Balance	(599,389)	(59,819)	372,929	

BIG BEAR FIRE AUTHORITY

Year-to-Date Budget Variance Report

September 30, 2024

Grant Fund

	Annual Budget	YTD Total	Variance	%
Revenue				
Grant Revenue	35,066	0	(35,066)	0%
Total Revenue	35,066	0	(35,066)	0%
Expenses				
Grant Expenses	35,066	0	(35,066)	0%
Total Expenses	35,066	0	(35,066)	0%
Change in Fund Balance	0	0	0	

Capital Fund

	Annual Budget	YTD Total	Variance	%
Expenses				
Capital Expenditures	378,975	32,073	(346,902)	8%
Total Expenses	378,975	32,073	(346,902)	8%
Change in Fund Balance	(378,975)	(32,073)	346,902	

Big Bear Fire Authority - All Funds

	Annual Budget	YTD Total	Variance	%
Revenue				
Property Tax Revenue	13,845,658	0	(13,845,658)	0%
Current Service Charges	4,739,743	791,187	(3,948,556)	17%
Mutual Aid Reimbursement	822,780	577,346	(245,434)	70%
Personnel Reimbursement	690,000	164,064	(525,936)	24%
Use of Money and Property	82,929	6,781	(76,148)	8%
Other Revenue	46,766	895	(45,871)	2%
Total Revenue	20,227,876	1,540,273	(18,687,603)	8%
Expenses				
Salaries & Benefits	14,169,181	4,263,032	(9,906,149)	30%
Retiree Benefits	1,153,206	303,455	(849,751)	26%
Professional Services	1,115,688	246,427	(869,261)	22%
Insurance	993,423	239,066	(754,358)	24%
Maintenance and Equipment	584,591	88,150	(496,441)	15%
Supplies	354,572	63,310	(291,262)	18%
Utilities	239,100	38,616	(200,484)	16%
Other Expenditures	372,668	63,870	(308,799)	17%
Debt Service - Apparatus	432,748	59,819	(372,929)	14%
Debt Service - Pension	166,641	26,246	(140,395)	16%
Grant Related Expenditures	35,066	0	(35,066)	0%
Transfer to Capital Fund	378,975	32,073	(346,902)	8%
Total Expenses	19,995,859	5,424,062	(14,571,797)	27%
Total Change in Fund Balance	232,017	(3,883,789)	(4,115,806)	
Estimated Beginning Fund Balance				3,471,679
Projected Ending Fund Balance 6/30/25				3,703,696

Accounts Payable

Checks by Date - Summary by Check Number

User: kmandolini
Printed: 11/5/2024 9:02 AM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	02EDD	California State Employment Development	08/01/2024	23,495.68
ACH	IRS	Department Of Treasury	08/01/2024	71,995.13
ACH	02EDD	California State Employment Development	07/19/2024	24,554.47
ACH	IRS	Department Of Treasury	07/19/2024	76,655.18
ACH	Melnick	Perri Melnick	08/01/2024	130.00
ACH	PutzR	Randall Putz	08/01/2024	130.00
ACH	SegoK	Kendi Segovia	08/01/2024	520.00
ACH	02EDD	California State Employment Development	09/13/2024	50,964.45
ACH	IRS	Department Of Treasury	09/13/2024	161,596.51
ACH	WinsL	Scanner 1	09/18/2024	9,566.97
ACH	02EDD	California State Employment Development	07/03/2024	20,147.26
ACH	IRS	Department Of Treasury	07/03/2024	60,936.25
ACH	02EDD	California State Employment Development	09/27/2024	34,324.67
ACH	IRS	Department Of Treasury	09/27/2024	106,584.10
ACH	02EDD	California State Employment Development	08/16/2024	20,168.65
ACH	IRS	Department Of Treasury	08/16/2024	62,503.20
ACH	Melnick	Perri Melnick	09/25/2024	130.00
ACH	PutzR	Randall Putz	09/25/2024	130.00
ACH	SegoK	Kendi Segovia	09/25/2024	130.00
16763	ADoor	A Door Co.	07/03/2024	725.00
16764	FirstAid	Accurate First Aid Services, LLC	07/03/2024	37.40
16765	FirstAid	Accurate First Aid Services, LLC	07/03/2024	53.73
16766	FirstAid	Accurate First Aid Services, LLC	07/03/2024	81.55
16767	FirstAid	Accurate First Aid Services, LLC	07/03/2024	19.08
16768	AllStar	All Star Fire Equipment	07/03/2024	334.03
16769	AllStar	All Star Fire Equipment	07/03/2024	8,030.20
16770	AllStar	All Star Fire Equipment	07/03/2024	521.51
16771	BVElect	Bear Valley Electric Service Inc.	07/03/2024	624.67
16772	55BBCSD	Big Bear City CSD	07/03/2024	197.42
16773	55BBCSD	Big Bear City CSD	07/03/2024	306.04
16774	55BBCSD	Big Bear City CSD	07/03/2024	197.42
16775	Bound	Bound Tree Medical, LLC	07/03/2024	4,485.29
16776	DoyleD	Chanin Diane Doyle	07/03/2024	160.80
16777	Charter	Charter Communications	07/03/2024	159.97
16778	Charter	Charter Communications	07/03/2024	600.09
16779	04CBBL	City of Big Bear Lake	07/03/2024	10.24
16780	04CBBL	City of Big Bear Lake	07/03/2024	50.70
16781	04CBBL	City of Big Bear Lake	07/03/2024	296.97
16782	caltool	CTWS LLC	07/03/2024	127.50
16783	caltool	CTWS LLC	07/03/2024	307.50
16784	Davidge	Bryan Davidge	07/03/2024	15.10
16785	Rolapp	Fieldman Rolapp & Associates	07/03/2024	5,364.50
16787	Frontier	Frontier Communications	07/03/2024	76.68
16788	IAFF	IAFF-MERP	07/03/2024	145,000.00
16789	KVLTires	KVL Tires INC	07/03/2024	2,776.55
16790	LifeAssi	Life Assist Inc	07/03/2024	853.08
16791	MercadoN	Nicholas Mercado	07/03/2024	20.17

Check No	Vendor No	Vendor Name	Check Date	Check Amount
16792	Nixon	Nixon Peabody LLP	07/03/2024	10,000.00
16793	Romans	Romans Construction	07/03/2024	6,000.00
16794	SBCFuel	San Bernardino County - Fleet Managemen	07/03/2024	6,428.37
16795	SBCSheri	San Bernardino County Sheriff's Dept	07/03/2024	580.00
16796	South	South Coast LLC	07/03/2024	9,182.25
16797	South	South Coast LLC	07/03/2024	411.84
16798	South	South Coast LLC	07/03/2024	787.75
16799	South	South Coast LLC	07/03/2024	787.75
16800	SWGAs	Southwest Gas Corporation	07/03/2024	114.35
16801	SWGAs	Southwest Gas Corporation	07/03/2024	33.66
16802	SWGAs	Southwest Gas Corporation	07/03/2024	58.06
16803	SWGAs	Southwest Gas Corporation	07/03/2024	188.42
16804	SWGAs	Southwest Gas Corporation	07/03/2024	11.00
16805	Stryker	Stryker Sales, LLC	07/03/2024	4,085.75
16806	NAPA	Superior Automotive Warehouse	07/03/2024	2,290.36
16807	EntRovin	The Aby Manufacturing Group INC	07/03/2024	32.32
16808	TGuyon	Tyler Guyon	07/03/2024	11.26
16809	BBTeleph	Vatch Arouchian	07/03/2024	74.00
16810	WardZac	Zachary Ward	07/03/2024	8.78
16811	AmeriFid	American Fidelity Assurance	07/03/2024	1,621.44
16812	InterP	Ameriflex	07/03/2024	287.06
16813	Ameritas	Ameritas Life Insurance Corp	07/03/2024	6,388.64
16814	Ameritas	Ameritas Life Insurance Corp	07/03/2024	1,459.88
16815	ColonLif	Colonial Life & Accident Insurance Compa	07/03/2024	3,116.78
16816	02FranTx	Franchise Tax Board	07/03/2024	300.00
16817	IAFF	IAFF-MERP	07/03/2024	2,250.00
16818	Kaiser	Public Agency Coalition Enterprise. ATTN	07/03/2024	12,780.30
16819	Keenan	Keenan & Associates	07/03/2024	98,762.31
16820	Lincoln	Lincoln National Life Insurance Co (5H-26	07/03/2024	1,289.03
16821	MidAmeri	MidAmerica Admin & Retirement Solution	07/03/2024	854.58
16822	NatRetSo	Nationwide Retirement Solution	07/03/2024	10,300.51
16823	SBCProFF	San Bernardino County Professional Firefig	07/03/2024	2,826.60
16824	ReliStan	Reliance Standard Life Insurance Co.	07/03/2024	2,705.99
16825	SBCERA	SBC Employees' Retirement Association	07/03/2024	149,882.22
16826	Texas	Texas Life Insurance Company	07/03/2024	323.98
16827	AmazNew	Amazon Capital Services	07/10/2024	2,668.39
16828	BVElect	Bear Valley Electric Service Inc.	07/10/2024	2,361.82
16829	BBK	Best Best & Krieger	07/10/2024	912.80
16830	BBK	Best Best & Krieger	07/10/2024	228.20
16831	FerrellG	FerrellGas	07/10/2024	200.00
16832	Frontier	Frontier Communications	07/10/2024	64.69
16833	DIY	Lumber City Corp	07/10/2024	241.60
16834	M&MMech	M&M Mechanical Services Inc.	07/10/2024	155.00
16835	MissLin	Mission Linen Supply	07/10/2024	113.78
16836	MountWat	Mountain Water Company LLC	07/10/2024	40.00
16837	KBHR	Parallel Broadcasting Inc	07/10/2024	231.40
16838	KBHR	Parallel Broadcasting Inc	07/10/2024	427.20
16839	Neopost	Quadient Finance USA,Inc	07/10/2024	200.00
16840	Haupt	Ralph W. Haupt INC	07/10/2024	125.20
16841	SafetyK	Safety-Kleen Systems, Inc.	07/10/2024	264.17
16842	50SCAQMD	South Coast Air Quality Management Distr	07/10/2024	541.04
16843	50SCAQMD	South Coast Air Quality Management Distr	07/10/2024	165.96
16844	WinfR	Ross Winfield	07/10/2024	300.00
16845	JPIARegi	California JPIA	07/11/2024	74,213.00
16846	JPIARegi	California JPIA	07/11/2024	41,874.00
16847	USBank	US Bank Corporate Payment Systems	07/15/2024	15,467.17
16848	02FranTx	Franchise Tax Board	07/19/2024	615.73

Check No	Vendor No	Vendor Name	Check Date	Check Amount
16849	Lincoln	Lincoln National Life Insurance Co (5H-26	07/19/2024	1,161.68
16850	MidAmeri	MidAmerica Admin & Retirement Solution	07/19/2024	4,775.13
16851	NatRetSo	Nationwide Retirement Solution	07/19/2024	9,112.54
16852	SBCProFF	San Bernardino County Professional Firefig	07/19/2024	2,826.60
16854	SBCERA	SBC Employees' Retirement Association	07/19/2024	140,065.52
16855	SBClerk	San Bernardino County Clerks Office Attn:	07/25/2024	55.00
16856	SBCERA	SBC Employees' Retirement Association	07/25/2024	104,984.00
16857	Cypher	Cypheron Healthcare Solutions	07/25/2024	13,763.85
16858	EMSTech	EMS Technology Solutions, LLC	07/25/2024	6,120.00
16859	Ninjio	Ninjio LLC	07/25/2024	68.75
16860	PedEmerg	Pediatric Emergency Standards, Inc.	07/25/2024	4,189.50
16862	SouthC	South Coast Fire Equipment	07/25/2024	2,215.00
16863	TargetSo	TargetSolutions Learning, LLC	07/25/2024	7,944.15
16864	FisherJ	John Fisher	07/25/2024	493.87
16865	KlarK	Kevin Klar	07/25/2024	347.81
16866	CurrPete	Pete Curran	07/25/2024	416.58
16867	MoreTad	Tad Morelock	07/25/2024	322.26
16868	AmazNew	Amazon Capital Services	07/25/2024	767.19
16869	AmazNew	Amazon Capital Services	07/25/2024	7,844.28
16870	ATT	AT&T	07/25/2024	406.15
16871	BBK	Best Best & Krieger	07/25/2024	5,639.80
16872	BBK	Best Best & Krieger	07/25/2024	1,630.00
16873	BBK	Best Best & Krieger	07/25/2024	195.60
16874	55BBCSD	Big Bear City CSD	07/25/2024	449.22
16875	55BBCSD	Big Bear City CSD	07/25/2024	894.12
16876	Charter	Charter Communications	07/25/2024	278.34
16877	Charter	Charter Communications	07/25/2024	977.56
16878	Charter	Charter Communications	07/25/2024	2,748.00
16879	Charter	Charter Communications	07/25/2024	282.52
16880	KVLtires	KVL Tires INC	07/25/2024	6,796.40
16881	ModSpace	Williams Scotsman, Inc.	07/25/2024	4,758.94
16882	AmeriFid	American Fidelity Assurance	08/01/2024	1,621.44
16883	InterP	Ameriflex	08/01/2024	65.38
16884	Ameritas	Ameritas Life Insurance Corp	08/01/2024	250.52
16885	Ameritas	Ameritas Life Insurance Corp	08/01/2024	12,718.64
16886	ColonLif	Colonial Life & Accident Insurance Compa	08/01/2024	3,116.78
16887	02FranTx	Franchise Tax Board	08/01/2024	300.00
16888	IAFF	IAFF-MERP	08/01/2024	12,083.43
16889	IAFF	IAFF-MERP	08/01/2024	12,083.43
16890	Kaiser	Public Agency Coalition Enterprise. ATTN	08/01/2024	12,780.30
16891	Keenan	Keenan & Associates	08/01/2024	98,762.31
16892	Lincoln	Lincoln National Life Insurance Co (5H-26	08/01/2024	1,260.27
16893	MidAmeri	MidAmerica Admin & Retirement Solution	08/01/2024	2,883.12
16894	NatRetSo	Nationwide Retirement Solution	08/01/2024	9,889.20
16895	SBCProFF	San Bernardino County Professional Firefig	08/01/2024	2,826.60
16896	ReliStan	Reliance Standard Life Insurance Co.	08/01/2024	3,221.39
16897	SBCERA	SBC Employees' Retirement Association	08/01/2024	147,627.19
16898	Texas	Texas Life Insurance Company	08/01/2024	323.98
16899	Alliant	Alliant Insurance Services	08/01/2024	1,134.00
16900	Avcom	Avcom Services, Inc.	08/01/2024	132.00
16901	BVElect	Bear Valley Electric Service Inc.	08/01/2024	9.61
16902	BVElect	Bear Valley Electric Service Inc.	08/01/2024	47.04
16903	BVElect	Bear Valley Electric Service Inc.	08/01/2024	846.05
16904	BVElect	Bear Valley Electric Service Inc.	08/01/2024	91.46
16905	BVElect	Bear Valley Electric Service Inc.	08/01/2024	1,845.14
16906	BVPrint	Bear Valley Printing	08/01/2024	64.57
16907	BVPrint	Bear Valley Printing	08/01/2024	101.96

Check No	Vendor No	Vendor Name	Check Date	Check Amount
16908	BBK	Best Best & Krieger	08/01/2024	6,561.00
16909	BBChambe	Big Bear Chamber of Commerce	08/01/2024	125.00
16910	55BBCSD	Big Bear City CSD	08/01/2024	17,338.00
16911	55BBCSD	Big Bear City CSD	08/01/2024	3,426.97
16912	55BBCSD	Big Bear City CSD	08/01/2024	361.65
16913	BBPaint	Big Bear Paint Center	08/01/2024	33.86
16914	BBPaint	Big Bear Paint Center	08/01/2024	241.27
16915	BBUrgent	Big Bear Urgent Care	08/01/2024	396.00
16916	BCarp	Brandon Carpenter	08/01/2024	33.99
16917	JPIARegi	California JPIA	08/01/2024	74,213.00
16918	DiazC	Cesar Diaz	08/01/2024	31.98
16919	52Confir	Consolidated Fire Agencies	08/01/2024	67,239.96
16920	Davidge	Bryan Davidge	08/01/2024	43.71
16921	CovaE	Elijah Covarrubio	08/01/2024	1,239.00
16922	EnriqR	Rickie Enriquez	08/01/2024	61.13
16923	GlobStar	Globalstar INC and Subsidiary	08/01/2024	133.66
16924	Ianlakin	Ian Lakin	08/01/2024	17.00
16925	Kimbro	Jerry Kimbro	08/01/2024	1,248.20
16926	JohnsEq	Johnson Equipment Company	08/01/2024	7,764.10
16927	JohnsEq	Johnson Equipment Company	08/01/2024	161.40
16928	JohnsEq	Johnson Equipment Company	08/01/2024	36.99
16929	JohnsEq	Johnson Equipment Company	08/01/2024	7,973.81
16930	Lance	Lance, Soll & Lunghard, LLP	08/01/2024	9,910.00
16931	Lexipol	Lexipol, LLC	08/01/2024	2,117.37
16932	CounTeam	Nancy K. Bohl Inc	08/01/2024	300.00
16933	CounTeam	Nancy K. Bohl Inc	08/01/2024	800.00
16934	NAPA BB	NAPA Auto Parts	08/01/2024	292.43
16935	MercadoN	Nicholas Mercado	08/01/2024	25.28
16936	Butc	Pinon Enterprises INC	08/01/2024	8.07
16937	MountBev	Randy J. Spitz	08/01/2024	60.00
16938	MountBev	Randy J. Spitz	08/01/2024	171.20
16939	HerrR	Rick Herrick	08/01/2024	130.00
16940	Rim	Rim Forest Lumber	08/01/2024	183.16
16941	RRowe	Robert Rowe	08/01/2024	390.00
16942	StapR	Robert Stapp	08/01/2024	11.96
16943	03FirCUP	San Bernardino County Fire Protection Dist	08/01/2024	465.00
16944	SWGAs	Southwest Gas Corporation	08/01/2024	11.00
16945	SWGAs	Southwest Gas Corporation	08/01/2024	194.10
16946	SWGAs	Southwest Gas Corporation	08/01/2024	33.79
16947	SWGAs	Southwest Gas Corporation	08/01/2024	42.57
16948	SWGAs	Southwest Gas Corporation	08/01/2024	44.32
16949	SWGAs	Southwest Gas Corporation	08/01/2024	109.18
16950	SWGAs	Southwest Gas Corporation	08/01/2024	11.00
16951	SWGAs	Southwest Gas Corporation	08/01/2024	11.00
16952	SWGAs	Southwest Gas Corporation	08/01/2024	11.00
16953	TGuyon	Tyler Guyon	08/01/2024	16.58
16954	VeriWire	Verizon Wireless	08/01/2024	1,854.90
16956	WinfR	Ross Winfield	08/01/2024	30.00
16957	APlumb	A Plumbing & Heating Inc	08/08/2024	85.00
16958	BVElect	Bear Valley Electric Service Inc.	08/08/2024	1,061.63
16959	BVElect	Bear Valley Electric Service Inc.	08/08/2024	2,332.86
16960	55BBCSD	Big Bear City CSD	08/08/2024	203.35
16961	55BBCSD	Big Bear City CSD	08/08/2024	203.35
16962	55BBCSD	Big Bear City CSD	08/08/2024	317.16
16963	Bound	Bound Tree Medical, LLC	08/08/2024	10,596.94
16964	04DWP	CBBL Dept of Water	08/08/2024	242.47
16965	04DWP	CBBL Dept of Water	08/08/2024	52.73

Check No	Vendor No	Vendor Name	Check Date	Check Amount
16966	04DWP	CBBL Dept of Water	08/08/2024	10.65
16967	CarQuest	CJTK LLC	08/08/2024	7.86
16968	ConnPump	Connelly Pumping Services, LLC	08/08/2024	200.00
16969	caltool	CTWS LLC	08/08/2024	317.25
16970	caltool	CTWS LLC	08/08/2024	131.25
16971	DLL	De Lage Landen Financial Services, INC	08/08/2024	610.70
16972	GinosT	Gino's Tire and Auto	08/08/2024	120.00
16973	GinosT	Gino's Tire and Auto	08/08/2024	120.00
16974	Image200	Image 2000	08/08/2024	319.37
16975	Image200	Image 2000	08/08/2024	19.75
16976	Image200	Image 2000	08/08/2024	15.65
16977	DmytJ	Jason Dmytriw	08/08/2024	300.00
16978	DIY	Lumber City Corp	08/08/2024	359.24
16979	KBHR	Parallel Broadcasting Inc	08/08/2024	249.20
16980	Rim	Rim Forest Lumber	08/08/2024	287.95
16981	SafetyK	Safety-Kleen Systems, Inc.	08/08/2024	262.06
16982	SnowSum	Snow Summit Inc	08/08/2024	1,175.00
16983	AutoZone	AutoZone	08/13/2024	67.99
16984	55BBCSD	Big Bear City CSD	08/13/2024	108.06
16985	Charter	Charter Communications	08/13/2024	2,748.00
16986	Charter	Charter Communications	08/13/2024	600.09
16987	DataT	Citation / Permits Processing Center	08/13/2024	1,564.41
16988	ConnPump	Connelly Pumping Services, LLC	08/13/2024	200.00
16989	ConnPump	Connelly Pumping Services, LLC	08/13/2024	200.00
16990	Cypher	Cypheron Healthcare Solutions	08/13/2024	17,700.92
16991	Frontier	Frontier Communications	08/13/2024	64.49
16992	LifeAssi	Life Assist Inc	08/13/2024	1,322.26
16993	MissLin	Mission Linen Supply	08/13/2024	116.44
16994	MountWat	Mountain Water Company LLC	08/13/2024	56.00
16995	MountWat	Mountain Water Company LLC	08/13/2024	64.00
16996	CounTeam	Nancy K. Bohl Inc	08/13/2024	800.00
16997	Neopost	Quadient Finance USA, Inc	08/13/2024	500.00
16998	MountBev	Randy J. Spitz	08/13/2024	99.00
16999	MountBev	Randy J. Spitz	08/13/2024	151.75
17000	SacMetFD	Sacramento Metropolitan Fire District	08/13/2024	15,362.91
17001	SBCFuel	San Bernardino County - Fleet Managemen	08/13/2024	11,872.30
17002	USBank	US Bank Corporate Payment Systems	08/19/2024	29,080.23
17003	GallaFTE	Gallaghers Finishing Touch Engraving	08/20/2024	540.00
17004	AirExcha	Air Exchange, Inc	08/20/2024	1,094.74
17005	ATT	AT&T	08/20/2024	609.24
17006	BVElect	Bear Valley Electric Service Inc.	08/20/2024	52.87
17007	55BBCSD	Big Bear City CSD	08/20/2024	1,050.00
17008	55BBCSD	Big Bear City CSD	08/20/2024	110.39
17009	55BBCSD	Big Bear City CSD	08/20/2024	89.42
17010	BCarp	Brandon Carpenter	08/20/2024	31.00
17011	JPIARegi	California JPIA	08/20/2024	3,744.00
17012	DoyleD	Chanin Diane Doyle	08/20/2024	134.00
17013	Charter	Charter Communications	08/20/2024	159.97
17014	Charter	Charter Communications	08/20/2024	977.56
17015	Charter	Charter Communications	08/20/2024	139.17
17016	Charter	Charter Communications	08/20/2024	282.52
17017	Davidge	Bryan Davidge	08/20/2024	24.46
17018	HutchinD	Dawn Hutchinson	08/20/2024	1,361.75
17019	DeFoR	Robert DeFoe	08/20/2024	10.36
17020	Dept	Department of Health Care Services	08/20/2024	14,186.34
17021	EnriqR	Rickie Enriquez	08/20/2024	31.99
17022	00000	Jeremy Havlik	08/20/2024	220.77

Check No	Vendor No	Vendor Name	Check Date	Check Amount
17023	KlarK	Kevin Klar	08/20/2024	1,345.38
17024	000	Kaitlyn McBride	08/20/2024	142.81
17025	MercadoN	Nicholas Mercado	08/20/2024	51.04
17026	CurrPete	Pete Curran	08/20/2024	310.47
17027	SWGAs	Southwest Gas Corporation	08/20/2024	130.95
17028	MoreTad	Tad Morelock	08/20/2024	1,898.25
17029	VeriWire	Verizon Wireless	08/20/2024	1,509.87
17030	WardZac	Zachary Ward	08/20/2024	13.36
17031	02FranTx	Franchise Tax Board	08/16/2024	615.73
17032	Lincoln	Lincoln National Life Insurance Co (5H-26	08/16/2024	1,142.61
17033	MidAmeri	MidAmerica Admin & Retirement Solution	08/16/2024	3,731.67
17034	NatRetSo	Nationwide Retirement Solution	08/16/2024	8,863.57
17035	SBCProFF	San Bernardino County Professional Firefig	08/16/2024	2,638.16
17036	SBCERA	SBC Employees' Retirement Association	08/16/2024	137,856.37
17037	AllStar	All Star Fire Equipment	08/29/2024	429.18
17038	AlliMech	Allison Mechanical Inc	08/29/2024	1,989.66
17039	AmazNew	Amazon Capital Services	08/29/2024	3,232.19
17040	AmazNew	Amazon Capital Services	08/29/2024	1,712.06
17041	BVElect	Bear Valley Electric Service Inc.	08/29/2024	868.96
17042	BVElect	Bear Valley Electric Service Inc.	08/29/2024	14.40
17043	BVElect	Bear Valley Electric Service Inc.	08/29/2024	93.66
17044	BVElect	Bear Valley Electric Service Inc.	08/29/2024	996.18
17045	BVElect	Bear Valley Electric Service Inc.	08/29/2024	1,913.11
17046	BCarp	Brandon Carpenter	08/29/2024	15.93
17047	MeleB	Brittany Melendez	08/29/2024	41.47
17048	CALMESA	Cal-Mesa Steel Supply Inc.	08/29/2024	517.20
17049	Charter	Charter Communications	08/29/2024	319.94
17050	Charter	Charter Communications	08/29/2024	1,200.18
17051	Charter	Charter Communications	08/29/2024	488.78
17052	Coffey	Alexander Coffey	08/29/2024	30.05
17053	ConnPump	Connelly Pumping Services, LLC	08/29/2024	200.00
17054	DLL	De Lage Landen Financial Services, INC	08/29/2024	610.70
17055	DeFoR	Robert DeFoe	08/29/2024	21.40
17056	EnriqR	Rickie Enriquez	08/29/2024	21.40
17057	FireA	Fire Apparatus Solutions	08/29/2024	174.39
17058	M&MMech	M&M Mechanical Services Inc.	08/29/2024	1,125.00
17059	McHarg	Timothy McHargue	08/29/2024	129.66
17060	MercadoN	Nicholas Mercado	08/29/2024	25.05
17061	Ninjio	Ninjio LLC	08/29/2024	71.25
17062	Newkirk	Nolan Newkirk	08/29/2024	222.00
17063	Neopost	Quadient Finance USA,Inc	08/29/2024	265.96
17064	MountBev	Randy J. Spitz	08/29/2024	189.50
17065	MountBev	Randy J. Spitz	08/29/2024	45.00
17066	SWGAs	Southwest Gas Corporation	08/29/2024	38.97
17067	SWGAs	Southwest Gas Corporation	08/29/2024	164.76
17068	SWGAs	Southwest Gas Corporation	08/29/2024	35.46
17069	SWGAs	Southwest Gas Corporation	08/29/2024	38.96
17070	SWGAs	Southwest Gas Corporation	08/29/2024	11.00
17071	SWGAs	Southwest Gas Corporation	08/29/2024	11.00
17072	BBTeleph	Vatch Arouchian	08/29/2024	74.00
17073	WardZac	Zachary Ward	08/29/2024	11.26
17074	02FranTx	Franchise Tax Board	08/30/2024	300.00
17075	Lincoln	Lincoln National Life Insurance Co (5H-26	08/30/2024	1,187.41
17076	MidAmeri	MidAmerica Admin & Retirement Solution	08/30/2024	6,159.50
17077	NatRetSo	Nationwide Retirement Solution	08/30/2024	7,019.61
17078	USBank	US Bank Corporate Payment Systems	09/09/2024	25,067.90
17079	SBCERA	SBC Employees' Retirement Association	08/30/2024	139,773.83

Check No	Vendor No	Vendor Name	Check Date	Check Amount
17080	AlexM	Alex Marshall	09/11/2024	12.70
17081	AllStar	All Star Fire Equipment	09/11/2024	74.65
17082	BVElect	Bear Valley Electric Service Inc.	09/11/2024	2,399.39
17083	BBK	Best Best & Krieger	09/11/2024	1,288.20
17084	BBK	Best Best & Krieger	09/11/2024	101.70
17085	55BBCSD	Big Bear City CSD	09/11/2024	203.35
17086	55BBCSD	Big Bear City CSD	09/11/2024	203.35
17087	55BBCSD	Big Bear City CSD	09/11/2024	348.35
17088	55BBCSD	Big Bear City CSD	09/11/2024	747.53
17089	55BBCSD	Big Bear City CSD	09/11/2024	142.00
17090	55BBCSD	Big Bear City CSD	09/11/2024	317.16
17091	Bound	Bound Tree Medical, LLC	09/11/2024	5,863.48
17092	BCarp	Brandon Carpenter	09/11/2024	27.10
17093	04DWP	CBBL Dept of Water	09/11/2024	10.65
17094	04DWP	CBBL Dept of Water	09/11/2024	238.66
17095	04DWP	CBBL Dept of Water	09/11/2024	52.73
17096	SmitC	Chardelle Smith	09/11/2024	1,809.63
17097	Coffey	Alexander Coffey	09/11/2024	33.02
17098	MCorCitz	Michael Correia	09/11/2024	1,000.00
17099	caltool	CTWS LLC	09/11/2024	131.25
17100	caltool	CTWS LLC	09/11/2024	317.25
17101	Davidge	Bryan Davidge	09/11/2024	6.36
17102	DeFoR	Robert DeFoe	09/11/2024	16.10
17103	Frontier	Frontier Communications	09/11/2024	65.01
17104	Frontier	Frontier Communications	09/11/2024	262.48
17105	Frontier	Frontier Communications	09/11/2024	487.72
17106	KlarK	Kevin Klar	09/11/2024	239.73
17107	1Kings	Kings Fire Protection, Inc	09/11/2024	83.26
17108	Lance	Lance, Soll & Lunghard, LLP	09/11/2024	2,470.00
17109	Lance	Lance, Soll & Lunghard, LLP	09/11/2024	663.00
17110	LifeAssi	Life Assist Inc	09/11/2024	727.31
17111	DIY	Lumber City Corp	09/11/2024	1,166.77
17112	FondM	Matthew Fonda	09/11/2024	121.84
17113	000	Kaitlyn McBride	09/11/2024	220.77
17114	MissLin	Mission Linen Supply	09/11/2024	109.00
17116	MercadoN	Nicholas Mercado	09/11/2024	65.80
17117	SBCProFF	San Bernardino County Professional Firefig	09/11/2024	11,304.00
17118	Stryker	Stryker Sales, LLC	09/11/2024	4,085.75
17119	MoreTad	Tad Morelock	09/11/2024	472.91
17120	EntRovin	The Aby Manufacturing Group INC	09/11/2024	1,400.12
17121	BBTeleph	Vatch Arouchian	09/11/2024	74.00
17122	Zoll	Zoll Medical Corporation	09/11/2024	1,204.65
17123	AmeriFid	American Fidelity Assurance	09/13/2024	1,621.44
17124	InterP	Ameriflex	09/13/2024	360.36
17125	Ameritas	Ameritas Life Insurance Corp	09/13/2024	6,386.56
17126	Ameritas	Ameritas Life Insurance Corp	09/13/2024	1,111.12
17127	ColonLif	Colonial Life & Accident Insurance Compa	09/13/2024	4,675.17
17128	02FranTx	Franchise Tax Board	09/13/2024	615.73
17129	IAFF	IAFF-MERP	09/13/2024	12,083.43
17130	Kaiser	Public Agency Coalition Enterprise. ATTN	09/13/2024	12,209.61
17131	Keenan	Keenan & Associates	09/13/2024	104,834.78
17132	Keenan	Keenan & Associates	09/13/2024	7,786.34
17133	Lincoln	Lincoln National Life Insurance Co (5H-26	09/13/2024	1,173.14
17134	MidAmeri	MidAmerica Admin & Retirement Solution	09/13/2024	7,009.47
17135	MidAmerL	MidAmerica Admin.& Retirement Solution	09/13/2024	336.00
17136	MidAmerL	MidAmerica Admin.& Retirement Solution	09/13/2024	1,092.00
17137	NatRetSo	Nationwide Retirement Solution	09/13/2024	8,912.93

Check No	Vendor No	Vendor Name	Check Date	Check Amount
17138	SBCProFF	San Bernardino County Professional Firefig	09/13/2024	2,732.38
17139	ReliStan	Reliance Standard Life Insurance Co.	09/13/2024	2,914.91
17140	SBCERA	SBC Employees' Retirement Association	09/13/2024	141,496.41
17141	Texas	Texas Life Insurance Company	09/13/2024	323.98
17142	2Hot	2 HotUniforms, Inc	09/18/2024	943.40
17143	AllStar	All Star Fire Equipment	09/18/2024	7,674.17
17144	AmazNew	Amazon Capital Services	09/18/2024	1,588.32
17145	AmazNew	Amazon Capital Services	09/18/2024	271.04
17146	ATT	AT&T	09/18/2024	406.18
17147	BVPrint	Bear Valley Printing	09/18/2024	37.71
17148	BVPrint	Bear Valley Printing	09/18/2024	51.27
17149	55BBCSD	Big Bear City CSD	09/18/2024	1,421.86
17150	BBUrgent	Big Bear Urgent Care	09/18/2024	271.00
17151	BWPrint	BW Printworks	09/18/2024	296.62
17152	JPIARegi	California JPIA	09/18/2024	74,213.00
17153	Carpet	Carpet Cleaning by Jesus	09/18/2024	840.00
17154	DataT	Citation / Permits Processing Center	09/18/2024	1,852.36
17155	ConnPump	Connelly Pumping Services, LLC	09/18/2024	200.00
17156	Cypher	Cypheron Healthcare Solutions	09/18/2024	20,038.02
17157	DLL	De Lage Landen Financial Services, INC	09/18/2024	98.65
17158	DoyleD	Chanin Diane Doyle	09/18/2024	199.66
17159	Frontier	Frontier Communications	09/18/2024	251.72
17160	GlobStar	Globalstar INC and Subsidiary	09/18/2024	268.29
17161	GomezJ	June Gomez	09/18/2024	8.92
17162	Image200	Image 2000	09/18/2024	43.16
17163	Image200	Image 2000	09/18/2024	15.65
17164	LNCurtis	L.N. Curtis & Sons Inc	09/18/2024	652.32
17165	MountWat	Mountain Water Company LLC	09/18/2024	40.00
17166	CounTeam	Nancy K. Bohl Inc	09/18/2024	800.00
17167	CounTeam	Nancy K. Bohl Inc	09/18/2024	325.00
17168	MercadoN	Nicholas Mercado	09/18/2024	25.28
17169	KBHR	Parallel Broadcasting Inc	09/18/2024	231.40
17170	Neopost	Quadient Finance USA,Inc	09/18/2024	482.92
17171	MountBev	Randy J. Spitz	09/18/2024	268.83
17172	SacMetFD	Sacramento Metropolitan Fire District	09/18/2024	4,859.10
17173	SBCFuel	San Bernardino County - Fleet Managemen	09/18/2024	8,956.19
17174	03FirCUP	San Bernardino County Fire Protection Dist	09/18/2024	348.00
17175	03IS	San Bernardino County Information	09/18/2024	4,929.36
17176	South	South Coast LLC	09/18/2024	32,072.98
17177	VicMotor	Victorville Motors	09/18/2024	4,482.39
17178	OscarV	Oscar Villanueva	09/18/2024	53.84
17179	02FranTx	Franchise Tax Board	09/27/2024	615.73
17180	Lincoln	Lincoln National Life Insurance Co (5H-26	09/27/2024	1,431.63
17181	MidAmeri	MidAmerica Admin & Retirement Solution	09/27/2024	5,507.08
17182	NatRetSo	Nationwide Retirement Solution	09/27/2024	9,342.61
17183	SBCProFF	San Bernardino County Professional Firefig	09/27/2024	2,732.38
17184	SBCERA	SBC Employees' Retirement Association	09/27/2024	146,403.16
17185	AthensAD	Athens Administrator	09/25/2024	371.75
17186	ZieglerA	Al Ziegler	09/25/2024	130.00
17187	BVElect	Bear Valley Electric Service Inc.	09/25/2024	1,802.31
17188	BVElect	Bear Valley Electric Service Inc.	09/25/2024	791.51
17189	BVElect	Bear Valley Electric Service Inc.	09/25/2024	58.76
17190	BVElect	Bear Valley Electric Service Inc.	09/25/2024	211.33
17191	BVPrint	Bear Valley Printing	09/25/2024	57.57
17192	BCarp	Brandon Carpenter	09/25/2024	31.03
17193	Carpet	Carpet Cleaning by Jesus	09/25/2024	700.00
17194	CarQuest	CJTK LLC	09/25/2024	23.47

Check No	Vendor No	Vendor Name	Check Date	Check Amount
17195	Coffey	Alexander Coffey	09/25/2024	17.94
17196	ConnPump	Connelly Pumping Services, LLC	09/25/2024	200.00
17197	HutchinD	Dawn Hutchinson	09/25/2024	268.55
17198	DeFoR	Robert DeFoe	09/25/2024	17.72
17199	EnriqR	Rickie Enriquez	09/25/2024	15.14
17200	FisherJ	John Fisher	09/25/2024	1,445.10
17201	Frontier	Frontier Communications	09/25/2024	168.95
17202	Frontier	Frontier Communications	09/25/2024	534.42
17203	RussoJ	John J Russo	09/25/2024	130.00
17204	KlarK	Kevin Klar	09/25/2024	909.14
17205	WalshLa	Larry Walsh	09/25/2024	130.00
17206	MercadoN	Nicholas Mercado	09/25/2024	25.99
17207	Ninjio	Ninjio LLC	09/25/2024	71.25
17208	CurrPete	Pete Curran	09/25/2024	956.30
17209	Neopost	Quadient Finance USA,Inc	09/25/2024	517.13
17210	RRowe	Robert Rowe	09/25/2024	130.00
17211	SWGAs	Southwest Gas Corporation	09/25/2024	11.00
17212	SWGAs	Southwest Gas Corporation	09/25/2024	43.55
17213	SWGAs	Southwest Gas Corporation	09/25/2024	163.42
17214	SWGAs	Southwest Gas Corporation	09/25/2024	131.15
17215	SWGAs	Southwest Gas Corporation	09/25/2024	11.00
17216	SWGAs	Southwest Gas Corporation	09/25/2024	11.00
17217	SWGAs	Southwest Gas Corporation	09/25/2024	31.50
17218	SWGAs	Southwest Gas Corporation	09/25/2024	11.00
17219	SWGAs	Southwest Gas Corporation	09/25/2024	36.66
17220	NOV00	Debby Stopp	09/25/2024	187.00
17221	Stryker	Stryker Sales, LLC	09/25/2024	1,135.10
17222	NOV0	Jacqueline Vargas	09/25/2024	25.00
17223	VeriWire	Verizon Wireless	09/25/2024	1,614.72

Report Total (475 checks):

3,429,435.99

**BIG BEAR FIRE AUTHORITY
MINUTES FOR THE MEETING OF
October 8, 2024**

A Regular Meeting of the Big Bear Fire Authority was called to order by Board Chair Walsh at 5:03 p.m., Tuesday, October 8, 2024, at 41090 Big Bear Boulevard, Big Bear Lake, California.

Board Members Present: Board Chair Larry Walsh
 Vice Chair Kendi Segovia
 Director Perri Melnick
 Director Randall Putz
 Director Bob Rowe
 Director John Russo
 Director Al Ziegler

Board Members Absent: Director Rick Herrick

Others Present: Jeff Willis, Fire Chief
 Luke Wagner, Assistant Chief/Fire Marshal
 Kristin Mandolini, Director of Business Services
 Chardelle Smith, Board Secretary
 Nicholas Norvell, Assistant Authority Counsel

OPEN SESSION

CALL TO ORDER

Moment of Silence: Observed

Pledge of Allegiance: Led by Vice Chair Segovia

ROLL CALL

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

ANNOUNCEMENTS & UPCOMING EVENTS

The Fire Authority's Administrative Office will be closed:

- Monday, November 11, 2024, in observance of Veterans Day and will re-open on Tuesday, November 12, 2024, at 8:00 a.m.

Big Bear Professional Firefighters annual Stachetober is scheduled for Thursday, October 17th, at 5:00 p.m., at the Village Sports Bar. Proceeds will be donated to breast cancer awareness and woman's health in Big Bear Valley.

PRESENTATIONS

- Contractual Adjustments Vs. Write-Offs for Ambulance Transport Revenue
Speaker: Damon Broussard, Cypheron Health

Battalion Chief Parham introduced Damon Broussard. Damon presented a PowerPoint that reviewed the explanation of adjustments with medical billing.

- Hazard Abatement Update
Speaker: Assistant Chief/Fire Marshal Luke Wagner

Assistant Chief Wagner presented a PowerPoint providing hazard abatement data through September 30, 2024.

DIRECTORS' GENERAL ANNOUNCEMENTS

Board Chair Walsh mentioned Big Bear City Community Services District will hold a Community Cleanup Day on October 19th, for those that live in Big Bear City.

Director Putz mentioned how grateful he is for those that were brought in to fight the Line Fire and hoped everyone understands the value of what we received. He stated if it wasn't for the mutual aid of all different organizations, we wouldn't still be here.

GENERAL PUBLIC COMMENT

None

CHIEF'S REPORT

Chief Willis stated Tower281 was officially placed in to service on August 27th and approximately 60% of personnel have completed training. Training will continue until 100% of suppression personnel have completed training and qualified within their respective position. He mentioned there will be a push-in ceremony for E282 on October 30th at station 282, at 10:00 a.m. The Braun Ambulance is set for delivery in February of 2025. Willis stated he, along with the assigned shift battalion chief, met with all stations and all shifts on July 15,17, and 18. Discussions were held regarding upcoming events, work plans, and items of operational interest.

It was asked what the charge to Victor Valley Motors exactly was. Captain Dykesten responded.

FINANCE OFFICER'S REPORT

Ms. Mandolini presented the finance report as of June 30, 2024.

FIRE AUTHORITY CONSENT CALENDAR

- FA1. Approval of Demands – Check Issue Date 05/01/24 through 06/30/2024 in the amount of \$1,728,127.53**
- FA2. Approval of Meeting Minutes from the August 13, 2024, Regular Meeting of the Big Bear Fire Authority.**
- FA3. Receive and File Big Bear Fire Department Monthly Activity Report for April, and May, 2024.**
- FA4. Acknowledge Receipt of Annual Inspection Report for Certain Educational and Residential Structures**

Board consideration to adopt Resolution No. BBFA2024-009 acknowledging receipt of inspection report and designating October of each year as the assigned time for the Board of Directors to receive the annual report for the year.

Action: Motion by Director Melnick, seconded by Vice Chair Segovia, to approve the Consent Calendar as follows:

AYES: Melnick, Putz, Rowe, Russo, Segovia, Ziegler, Walsh
NOES: None
ABSENT: Herrick
ABSTAIN: None

ITEMS REMOVED FROM THE CONSENT CALENDAR

None

PUBLIC HEARING

None

NEW BUSINESS

BIG BEAR FIRE AUTHORITY DISCUSSION ITEMS

FA5. Reserve Policy

Board consideration to review and approve the draft reserve policy as presented.

Speaker: Jeff Willis, Fire Chief

Chief Willis mentioned the Finance Committee has worked on this document for some time now and it is ready for the Board to adopt.

Ms. Mandolini provided the background of recent committee meetings regarding the reserve policy. She mentioned the one significant change was changing the \$7 million goal to now state a 35% of the budgeted annual expenses. She stated the fund balance goals with this policy is to eliminate the Tax Revenue Anticipation Note (TRAN) with a fund balance equivalent to the 35% of annual budgeted operating expenses. Once that is achieved, any amount that is budgeted for a fund balance increase over that would be split 50/50. 50% would go to expanding staff and 50% would go to three other categories. The first category would be to the vehicle replacement reserve, adding \$250,000 annually. Once that goal is reached, the next category would be the facility reserves, adding \$250,000 annually. If there is more, \$100,000 would be added into other equipment reserve. Funds in addition to that would be added to the 35% contingency fund, until the Board updates the reserve policy.

Discussion ensued regarding the budgeted amounts and if the reserve policy would be brought back annually during the budget discussions.

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

Board Chair Walsh called for public comment. There was no public comment.

Action: Motion by Vice Chair Segovia, seconded by Director Rowe, to approve the updated reserve policy as presented.

Said Motion was approved by the following vote:

AYES: Putz, Rowe, Russo, Segovia, Ziegler, Melnick, Walsh
NOES: None
ABSENT: Herrick
ABSTAIN: None

COMMITTEE REPORTS

An Ad Hoc Strategic Planning Committee meeting was held on:

- September 17, 2024
 - In attendance was Director Melnick, Director Putz, Director Rowe, and Vice Chair Segovia, with ex officio members Glenn Schwartzman and Norman Dykesten.

Director Putz mentioned the committee is made of three directors from the Fire Protection District (FPD) and one from Big Bear City Community Services District (CSD). He stated

to make sure the discussions are held fairly; he requested a discussion item be added to the November 12th regular board meeting to replace his seat on the committee with Board Chair Walsh.

A Finance Committee meeting was held on:

- September 24, 2024
 - In attendance was Director Herrick, Director Rowe, Vice Chair Segovia, and Board Chair Walsh

DIRECTORS' CLOSING COMMENTS

None

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

None

CLOSED SESSION

1. Public Employee Performance Evaluation (Government Code §54957)

Title: Fire Chief

2. Conference with Labor Negotiators (Government Code § 54957.6)

Agency designated representatives: Chair Walsh

Unrepresented employee: Fire Chief

3. Public Employee Appointment (Government Code § 54957)

Title: Fire Chief (hiring process only)

REPORT FROM CLOSED SESSION

At the hour of 6:21 p.m., Board Chair Walsh adjourned to Closed Session.

At the hour of 8:12 p.m., Board Chair Walsh adjourned Closed Session.

At the hour of 8:13 p.m., Board Chair Walsh re-opened Regular Session, with no public present.

REPORT ON CLOSED SESSION

No reportable action.

ADJOURNMENT

There being no further business to come before the Fire Authority at this session, Board Chair Walsh adjourned the meeting at 8:13 p.m.

Chardelle Smith
Board Secretary



INTEROFFICE MEMO

Big Bear Fire Authority

DATE: November 7, 2024

TO: Board Chair and Directors of Big Bear Fire Authority

FROM: Jeff Willis, Fire Chief *JW*

PREPARED BY: Chardelle Smith, Board Secretary *CS*

SUBJECT: **JUNE 2024 FIRE DEPARTMENT MONTHLY ACTIVITY REPORT**

1. SERVICE DELIVERY

Year-to-date incidents by call type percentages (see attached report)

1.1 Call types by month and year-to-date:

		Current Month	Calendar YTD	Previous Year
1.2.1	Fire Calls, Hazardous Conditions, Service Calls	112	749	1,396
1.2.2	Rescue/Medical Calls	235	1,713	3,198
1.2.3	Medical Flight Missions	41	171	308
1.2.4	Training Class Summary (hours)	1,222.5	3,250.2	5,630.25
FIRE PREVENTION				
1.2.5	Plan Review	14	81	149
1.2.6	Chipping Requests (2020 Suspended)	--	--	--
1.2.7	Trees Removed/Reimbursed Through Grant	0	0	9
1.2.8	Hazardous Tree Removal Notice to Proceed	1	2	29
1.2.9	Hazardous Tree 2 nd & Final Abate Notice/Order (included in 1.2.11 and below)	--	--	-
1.2.10	Tree Abatement Issues Resolved	0	0	31

	FIRE PREVENTION CONTINUED	Current Month	Calendar YTD	Previous Year
1.2.11	1 ST Abate Notice/Order	24	34	5,505
1.1.12	1 st inspection with 1 st Citation (weeds & grasses)	0	1	1,245
1.2.13	2 nd Inspection with 1 st Citation	1	3	408
1.2.14	3 rd Inspection with 2 nd Citation	0	0	82
1.2.15	Final Inspection with 3 rd Citation	0	0	24
1.2.16	May 2024 Compliant Inspections	2	4	880

2. COMMUNITY RELATION

2.1 June 3 – Fire personnel participated in a Fire Extinguisher Training and PPE demonstration for the Big Bear High School auto-shop class.

3. OPERATIONS

3.1 Chief Willis, Assistant Chief Maltby, and/or Director of Business Services Mandolini attended the following meetings during the reporting month:

- LAFCO Discussion – June 11
- FDAC Board Leadership Meeting – June 20
- Inland Empire Fire Safe Alliance meeting – May 8
- San Bernardino County Fire Chiefs Association Special Meeting – May 20

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

- San Bernardino County EMS Officers Meeting – June 5
- Cal Chiefs – EMS Section South meeting – June 20

3.3 Battalion Chief Rogers attended the following meetings/trainings during the reporting month:

- None

3.4 Battalion Chief Wagner attended the following meetings/trainings during the reporting month:

- Big Bear Valley Mountain Mutual Aid Association meeting – June 11
- WUI Wildfire Preplan Planning meeting – June 12
- Use of Force Training – June 13
- All San Bernardino County Fire Agencies (XBO) Cooperators meeting – June 20

- City of Big Bear Lake Development Review Committee meeting – June 26

4. HEALTH AND SAFETY

- 4.1 June 10, 12, 26, 28 - EMS Training: Skills/ET/CPR was held for all shifts.
- 4.2 June 13, 14, 16 – Hose Evolutions Night Drill was held for all shifts.
- 4.3 June 27-29 – Big Bear Fire hosted a S-212 Wildland Fire Chainsaws training course.

5. ADVERTISING, PRESS RELEASES AND SOCIAL MEDIA

- 5.1 June – The following advertisements were placed:
- “Ambulance Membership” KBHR
 - “Let’s Get Something Clear” Big Bear Now
- 5.2 June – The following social media posts were placed:
- 6/10/2024 Residential Structure Fire
 - 6/13/2024 Defensible Space Requirements
 - 6/27/2024 Report Illegal Fireworks

6. PERSONNEL

- 6.1 June 3 – Interviews were held for the position of Accounting Technician.
- 6.2 June 4 – A Department Operations meeting was held between Chiefs, Captains, and Acting Captains, to discuss ongoing department operations.
- 6.3 June 20 – A Final Tones ceremony was held at Station 281 for Assistant Fire Chief/Fire Marshal Mike Maltby.
- 6.4 June 27 – Big Bear Fire Department hosted the San Bernardino County Fire Chiefs Association meeting at Snow Summit. A total of 47 were in attendance which were comprised of Fire Chiefs and their administration staff.

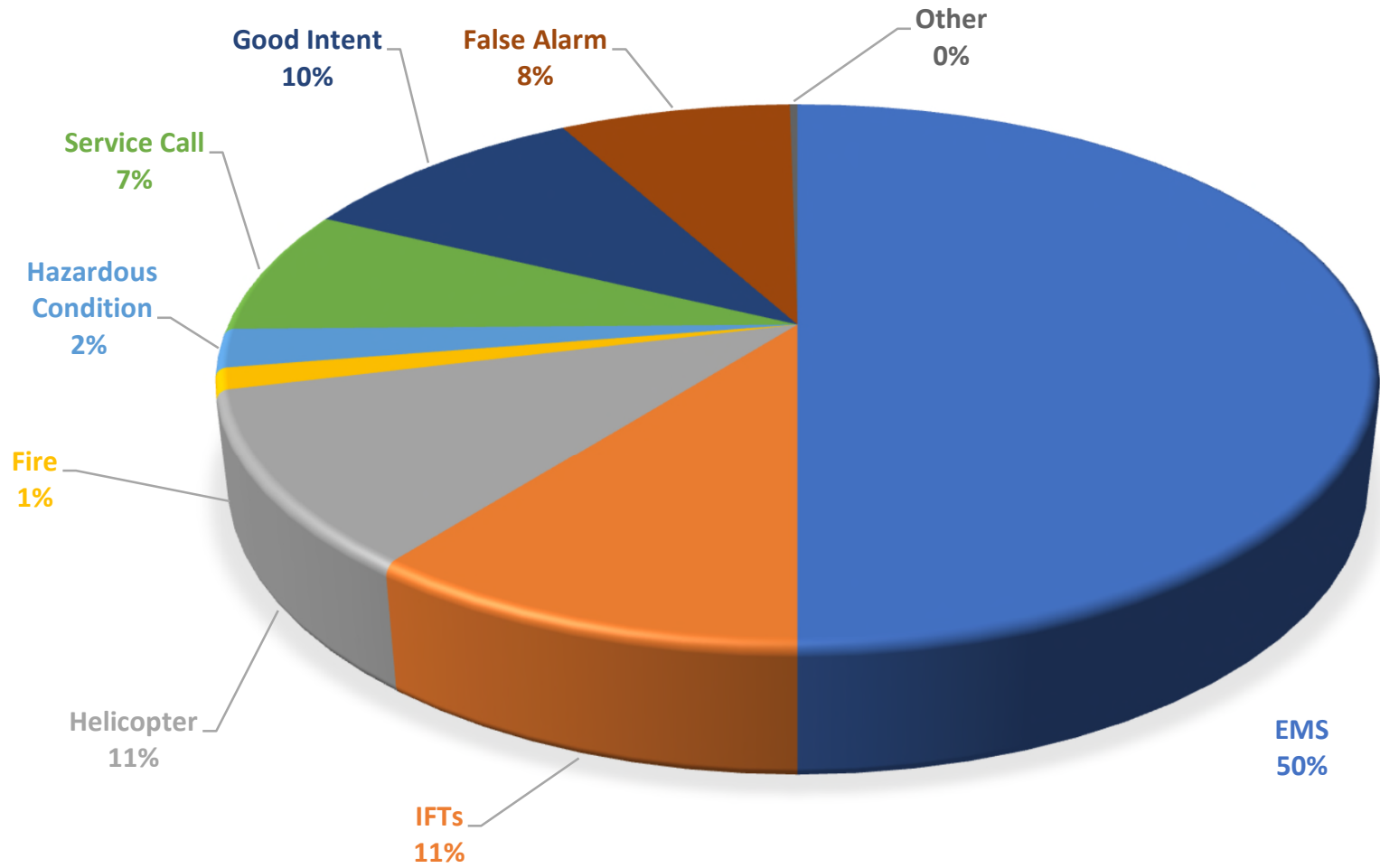
7. ADMINISTRATIVE STAFF TRAINING/ CONFERENCES/ SEMINARS

- 7.1 June 4 – Facilities and Systems Manager Dickerson attended a CONFIRE Communications and Support Committee meeting

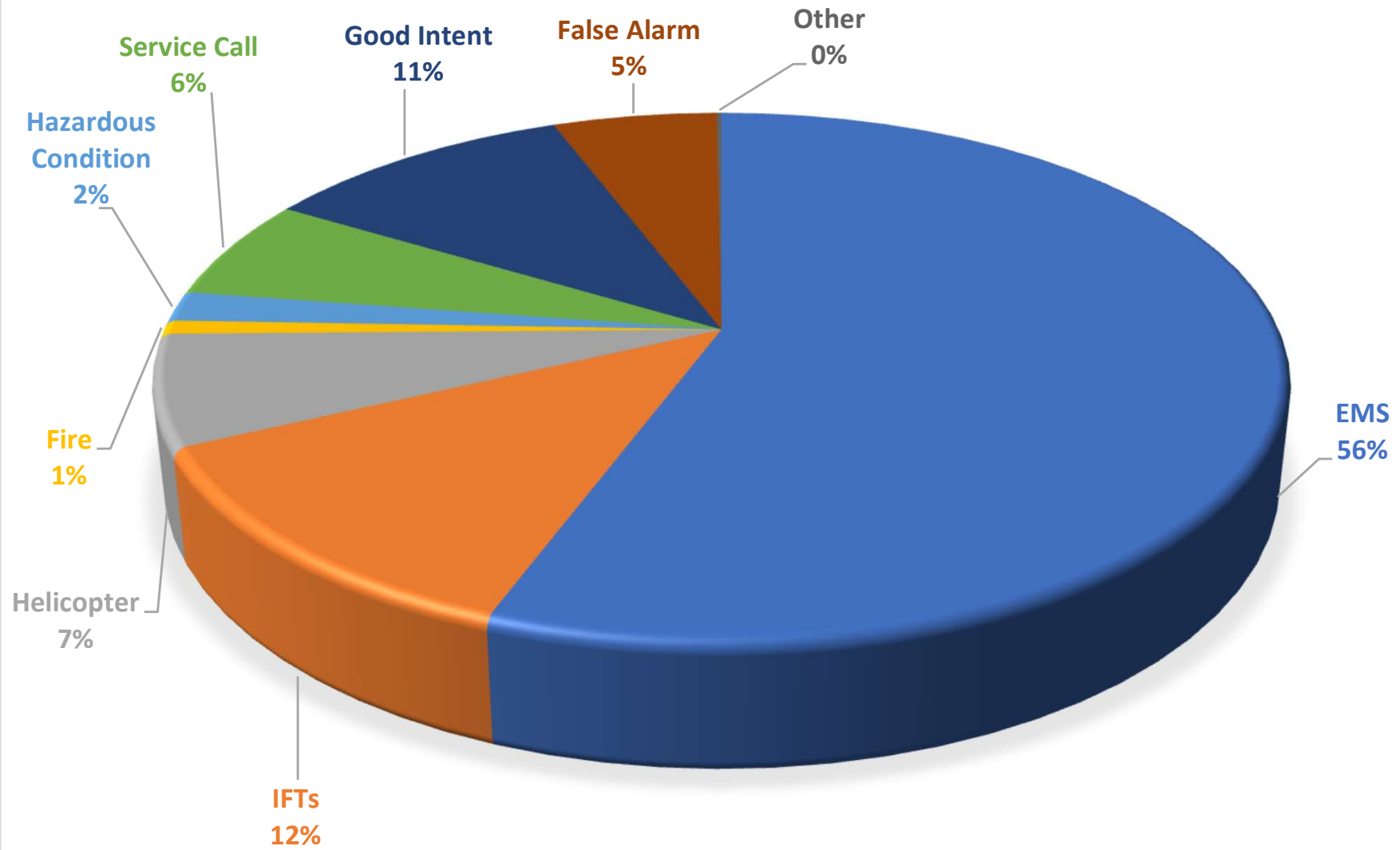
8. STRIKE TEAMS & DUTY COVERAGE FOR FIRE RESPONSE

- 8.1 June 16-18 – Captain Crane, Engineer Dmytriw, and Firefighter/Paramedic Mercado were assigned to the Hesperia Incident in Hesperia, CA.

JUNE 2024 INCIDENTS BY TYPE



2024 YTD TOTAL INCIDENTS BY TYPE



Incident Type Report 06/01/24 - 06/30/24

1 Fire	Count	Est. Prop. Loss	Est. Content Loss	Total Est. Loss	%
100 - Fire, other	1				
111 - Building fire	1	600,000	10,000	610,000	98.39%
112 - Fires in structure other than in a building	1	5,000	5,000	10,000	1.61%
114 - Chimney or flue fire, confined to chimney or flue	1				
140 - Natural vegetation fire, other	1				
Incident Count	5	\$605,000	\$15,000	\$620,000	100.00%

3 Rescue & Emergency Medical Service Incident	Count
311 - Medical assist, assist EMS crew	2
321 - EMS call, excluding vehicle accident with injury	180
322 - Motor vehicle accident with injuries	10
324 - Motor vehicle accident with no injuries.	2
Interfacility Transfers	41
Incident Count	235

5 Service Call	Count
500 - Service call, other	2
550 - Public service assistance, other	7
553 - Public service	6
554 - Assist invalid	1
561 - Unauthorized burning	13
Incident Count	29

4 Hazardous Condition	Count
412 - Gas leak (natural gas or LPG)	5
440 - Electrical wiring/equipment problem, other	1
444 - Power line down	3
Incident Count	9

6 Good Intent Call	Count
600 - Good intent call, other	4
611 - Dispatched and cancelled en route	16
611A - Alarm: Dispatched & Cancelled Enroute	7
611E - EMS: Dispatched & Cancelled Enroute	9
611G - Veg Fire: Dispatched & Cancelled Enroute	1
611O - Other: Dispatched & Cancelled Enroute	1
Incident Count	38

Incident Type Report 06/01/24 - 06/30/24

7 False Alarm & False Call	Count
700 - False alarm or false call, other	8
710 - Malicious, mischievous false call, other	1
715 - Local alarm system, malicious false alarm	3
730 - System malfunction, other	1
733 - Smoke detector activation due to malfunction	2
734 - Heat detector activation due to malfunction	1
735 - Alarm system sounded due to malfunction	2
740 - Unintentional transmission of alarm, other	1
743 - Smoke detector activation, no fire - unintentional	5
744 - Detector activation, no fire - unintentional	2
745 - Alarm system activation, no fire - unintentional	3
746 - Carbon monoxide detector activation, no CO	1
Incident Count	30

8 Severe Weather & Natural Disaster	Count
800 - Severe weather or natural disaster, other	1
Incident Count	1

TOTAL INCIDENT COUNT	347
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TRAINING SUMMARY REPORT

06/01/2024 - 06/30/2024

COMPANY TRAINING DOCUMENTATION	HOURS	EMS	HOURS
Aerial Ladder,Area Familiarization,Emergency Ops,Fire Suppression,Pre/Post Incident,Technical Rescue	12.5	EMS Advanced Airways: Intubation and Beyond (2 hours)	4
Area Familiarization,Emergency Ops,Fire Pump,Fire Suppression,Forcible Entry,Hose,Hydrants/Streets, Water Supply,Ladders,Pre/Post Incident,Preventative Maintenance,SCBA,Technical Rescue	6	EMS Airway Management Advanced (2 hours)	4
Area Familiarization,Emergency Ops,Fire Pump,Fire Suppression,Hydrants/Streets, Water Supply,Pre/Post Incident	6	EMS Allergies and Anaphylaxis Advanced	1
Area Familiarization,Emergency Ops,Fire Suppression,Pre/Post Incident	3	EMS Aquatic Emergencies	2
Area Familiarization,Hose,Hydrants/Streets, Water Supply,Pre/Post Incident	3	EMS Assessing the Patient with Major Trauma (50121)	2
Emergency Ops	74.5	EMS Back Injury Prevention	17
Emergency Ops,Fire Prevention,Fire Pump,Fire Suppression,Forcible Entry,Hose,Hydrants/Streets, Water Supply,Physical Fitness,Pre/Post Incident,SCBA,Technical Rescue	4.5	EMS Capnography (55027)	2
Emergency Ops,Fire Pump,Fire Suppression,Forcible Entry,Hose,Hydrants/Streets, Water Supply,Ladders,Pre/Post Incident,Preventative Maintenance,SCBA	10.5	EMS Cardiac Emergencies Advanced	1
Emergency Ops,Fire Pump,Fire Suppression,Forcible Entry,Hose,Hydrants/Streets, Water Supply,Ladders,Pre/Post Incident,SCBA	6	EMS CNS Injuries Advanced	2
Emergency Ops,Fire Pump,Pre/Post Incident,Preventative Maintenance,SCBA	33	EMS Confined Space Awareness	1

TRAINING SUMMARY REPORT

06/01/2024 - 06/30/2024

COMPANY TRAINING DOCUMENTATION CONTINUED	HOURS	EMS CONTINUED	HOURS
Emergency Ops,Fire Suppression,Forcible Entry,Hose,Hydrants/Streets, Water Supply,Ladders,Pre/Post Incident	7.5	EMS Date Rape Drugs	2
Emergency Ops,Fire Suppression,Hose,Hydrants/Streets, Water Supply,Pre/Post Incident,Preventative Maintenance,Technical Rescue	4.5	EMS Diet & Nutrition (1526)	1
Emergency Ops,Fire Suppression,Hose,Pre/Post Incident	4	EMS Environmental Emergencies Advanced	1
Emergency Ops,Fire Suppression,Pre/Post Incident	4.5	EMS Femur Fractures	1
Emergency Ops,Fire Suppression,Pre/Post Incident,Preventative Maintenance,Technical Rescue	6	EMS Gunshot Wounds	2
Emergency Ops,Fire Suppression,Pre/Post Incident,Technical Rescue	3	EMS Health & Wellness	41
Emergency Ops,Hose,Hydrants/Streets, Water Supply,Pre/Post Incident	6	EMS Health and Wellness (2498935)	17
Emergency Ops,Hose,Pre/Post Incident	4	EMS Heat Illness and Emergencies (40850)	40
Emergency Ops,Hydrants/Streets, Water Supply,Pre/Post Incident,Technical Rescue	3	EMS Kinematics of Trauma (26347)	1
Emergency Ops,Pre/Post Incident	17.5	EMS Managing Cardiac Arrest: During and After Resuscitation (37691)	2
Emergency Ops,Pre/Post Incident,Preventative Maintenance	14	EMS Mental Health for Emergency Responders	39
Emergency Ops,Pre/Post Incident,Preventative Maintenance,SCBA	14	EMS Methamphetamine	2
Emergency Ops,Pre/Post Incident,Preventative Maintenance,Technical Rescue	10	EMS Pharmacology Advanced	2
Emergency Ops,Pre/Post Incident,SCBA,Technical Rescue	22	EMS Thoracic Emergencies Advanced	1
Emergency Ops,Pre/Post Incident,Technical Rescue	18	EMS Training Documentation	72
		TOTAL EMS HOURS	260

TRAINING SUMMARY REPORT
06/01/2024 - 06/30/2024

COMPANY TRAINING DOCUMENTATION CONTINUED	HOURS
Fire Pump,Pre/Post Incident,Preventative Maintenance,SCBA	11
Fire Suppression	20
Fire Suppression,Forcible Entry,Hose,Hydrants/Streets, Water Supply,Ladders,Pre/Post Incident	6
Fire Suppression,Hose,Pre/Post Incident	8
Forcible Entry,SCBA	9
Hose	4
Physical Fitness	73.5
Physical Fitness,Pre/Post Incident,Preventative Maintenance	79.5
Physical Fitness,Preventative Maintenance	7.5
Pre/Post Incident,Preventative Maintenance	7.5
Pre/Post Incident,Preventative Maintenance,SCBA	7
Preventative Maintenance	3
Technical Rescue	20
TOTAL COMPANY TRAINING DOCUMENTATION HOURS	553

MISCELLANEOUS	HOURS
1.75 inch hose skill sheet	45.5
2 Inch Hose Skill Sheet	1
2023 RT-130 Wildland Refresher Training - TO's Group	2
2024 RT-130 Wildland Refresher Training	128
2024 RT-330 STEN/OH Wildland Refresher Training	4
Alcohol-Free Workplace	1
Anti-Harassment Training for All Employees - California (SB1343)	2

MISCELLANEOUS CONTINUED	HOURS
Back Injury Prevention	4.25
BBFD Snowmobiles	1
BME BE-281 Drafting	1
BME BE-281 Mobile Pumping 3	1
Carbon Monoxide (394093)	1
Chainsaw Operations with new Stihl MS 500i	1
Digital Whiteboard and Maintenance Reporting Form	4
Driver Training Documentation	30
Drug-Free Workplace	0.5
Fire Shelter	24.75
Forward Lay	49.5
General HIPAA Awareness	1
IRPG 2024	28
Officer Training (Management/Administration) Documentation	13
Progressive Hose Lay	39
Structural Firefighting Skills	20
Tower 281 Handbook	7
TOTAL MISCELLANEOUS HOURS	409.5

TOTAL TRAINING HOURS	1222.5
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BIG BEAR FIRE AUTHORITY AGENDA REPORT

Item No. FA4

MEETING DATE: November 12, 2024

TO: Board Chair and Directors of Big Bear Fire Authority

FROM: Nicholaus Norvell, Assistant General Counsel

SUBJECT: **APPROVAL OF AMENDMENT NO. 5 TO FIRE CHIEF EMPLOYMENT AGREEMENT**

BACKGROUND

On June 7, 2016, the Big Bear Fire Authority (the “Authority”) entered into an Employment Agreement (the “Agreement”) with Jeff Willis for him to serve as the Fire Chief for the Fire Authority (Exhibit A). The Agreement was subsequently amended by Amendment No. 1 on June 6, 2018 (Exhibit B), Amendment No. 2 on December 3, 2019 (Exhibit C), Amendment No. 3 on August 7, 2020 (Exhibit D), and Amendment No. 4 on October 6, 2021 (Exhibit E).

DISCUSSION

Amendment No. 4 to the Agreement provides that Chief Willis may receive a base salary Cost of Living Adjustment (“COLA”) not exceeding 4% if he receives a satisfactory or better rating in his annual performance review, as determined by at least six (6) affirmative votes from the Board. The Agreement states that the COLA is based on the most recent Consumer Price Index for urban wage earners and clerical workers in the Los-Angeles-Riverside-Orange County region of California. The Agreement further states that any COLA adjustment is subject to the discretion of the Board and must be formally approved as an amendment to the Agreement.

On October 8, 2024, the Board conducted its annual performance review for Chief Willis. Based on the results of the performance review and direction of the Board, Amendment No. 5 has been prepared for the Board’s consideration, and would provide a 3% COLA adjustment to the Chief Willis’ base salary, effective January 1, 2025. This COLA increase is the same percentage increase that members of the Big Bear Professional Firefighters’ Association, IAFF, Local 935, will receive as of January 1, 2025, pursuant to their Memorandum of Understanding with the Authority.

FISCAL IMPACT

Chief Willis’ current base salary is \$207,666.00. The proposed 3% COLA will increase Chief Willis’ salary by \$6,229.98, resulting in a new base salary of \$213,895.98, effective January 1, 2025.

RECOMMENDATION

It is recommended that the Authority Board approve, and authorize the Chair of the Board to execute, the attached Amendment No. 5 to the Fire Chief Employment Agreement.

Attachment A: Fire Chief Employment Agreement
Attachment B: Amendment No. 1 to Fire Chief Employment Agreement
Attachment C: Amendment No. 2 to Fire Chief Employment Agreement
Attachment D: Amendment No. 3 to Fire Chief Employment Agreement
Attachment E: Amendment No. 4 to Fire Chief Employment Agreement
Attachment F: *draft* Amendment No. 5 to Fire Chief Employment Agreement

**FIRE CHIEF EMPLOYMENT AGREEMENT
BETWEEN JEFF WILLIS AND THE BIG BEAR FIRE AUTHORITY**

**SECTION I.
PARTIES AND DATE**

This Agreement is made and entered into this 7th day of June 2016, by and between the Big Bear Fire Authority (hereinafter referred to as the "Authority") and Jeff Willis (hereinafter referred to as the "Employee").

**SECTION II.
RECITALS**

WHEREAS, the Authority is in need of a permanent Fire Chief;

WHEREAS, Employee has 32 years of experience in and about the operation of fire and emergency medical services agencies, and has particular skill and experience serving as Fire Chief of such agencies;

WHEREAS, Employee has represented that he possesses the professional skills and qualifications necessary to adequately provide the services required of the Fire Chief position;

WHEREAS, the Authority desires to hire Employee as Fire Chief and Employee desires to accept the position of Fire Chief of the Authority under the terms and conditions of this Agreement;

WHEREAS, on May 3, 2016, the Board of Directors of the Authority discussed this Agreement for the purpose of contracting with Employee to provide Fire Chief services to the Authority beginning on June 25, 2016; and

WHEREAS, the Parties desire to establish certain wages, hours, benefits, responsibilities and other terms and conditions of employment for Employee during the term of this Agreement.

NOW, THEREFORE, in consideration for the promises set forth herein, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

**SECTION III.
TERMS**

A. Appointment. The Board of Directors of the Authority hereby appoints Employee as Fire Chief of the Authority, effective 12:01 a.m. on June 25, 2016, and Employee hereby accepts such appointment upon the terms and conditions contained in this Agreement. Employee shall perform the duties and responsibilities imposed by law, industry standards, and responsibilities and duties as specified in the job description and such legally permissible further duties and functions as shall, from time to time, be assigned by the Board. The Authority hereby agrees and does employ the Fire Chief for a term of two (2) years, commencing on June 25, 2016

and continuing to June 24, 2018, unless terminated sooner pursuant to the terms of this Agreement.

B. Automatic Renewal. In the event that the Board determines that the Employee is not to be reemployed upon expiration of this Agreement, he shall be given written notice thereof by the Board at least six (6) months in advance of the expiration of the term of this Agreement. Should the Board fail to re-employ the Employee and the written notice provided for in this Section has not been given at least six (6) months prior to the initial term of this Agreement, it shall be extended on the same terms for an additional period of one (1) year. Unless otherwise provided for by written agreement between the Parties, the terms and conditions of this Agreement shall apply to the extended term.

C. At-Will Employment. The Parties hereby expressly agree that the employment relationship created by this Agreement is “at will” and that Employee serves at the will and pleasure of the Authority Board of Directors. Nothing in this Agreement, any statute, ordinance or rule shall prevent, limit or otherwise interfere with the right of the Board of Directors to terminate, without cause or right of appeal or grievance, the services of Employee at any time subject only to the provisions of Section III of this Agreement. To the extent permissible by law, Employee waives all entitlement to so-called *Skelly* rights or other rights as conferred by the Firefighters Procedural Bill of Rights Act of 2007.

D. Duties and Obligations of Employee.

1. **General.** Employee shall serve as the Authority Fire Chief. In this capacity, Employee shall be the chief administrative officer of the Authority, and shall be responsible to the Board of Directors for the proper administration of all affairs of the Authority. Employee shall do and perform all services, acts, or things necessary or advisable to manage and conduct the Authority’s overall management activities, oversee the day-to-day operations of the Authority, help to ensure the long-term stability and financial strength of the Authority, help to coordinate and develop the long-term development and advancement of the Authority and perform all services necessary to adequately fulfill the duties of Fire Chief as directed by the Authority’s Board of Directors. In addition to the foregoing, Employee shall perform any other lawful duties as directed by the full Board of Directors and as set forth by Employer’s job description, as it may be amended from time to time. Employer’s Fire Chief job description and the duties as enumerated therein are incorporated into this Agreement by reference.

2. **Specific Examples.** Under the direction of the Board of Directors, Employee shall have, among other things, the following responsibilities:

a. In accordance with applicable law, memoranda of understanding, Board Policies, and individual employment agreements, appoint and, when necessary for the good of the Authority, discipline, suspend or remove any employee of the Authority.

b. Prepare the annual Authority budget and submit it to the Board of Directors, together with a description of its important features, for its review and approval. Following the budget’s adoption, Employee shall be responsible for its administration.

c. Keep the Board of Directors advised as to the current financial condition and future needs of the Authority. Make such recommendations as Employee may deem necessary or desirable.

d. Review with the Board of Directors job descriptions and recommend a standard schedule of pay for each position in the Authority.

e. Recommend to the Board of Directors the adoption of such measures as Employee may deem necessary or expedient for the improvement of Authority services.

f. Consolidate or combine positions, departments, or units consistent with Board direction and pursuant to applicable resolutions.

g. Attend all meetings of the Board of Directors, unless excused therefrom, and take part in the discussion of all matters coming before such meetings.

h. Implement the Authority's policies as adopted by the Board of Directors for the purchase of all materials, supplies and equipment for which funds are provided in the budget.

i. Ensure that the provisions of all rules, resolutions and ordinances of the Authority are duly carried out and enforced.

j. Investigate the operations of the Authority and all complaints in relation to matters concerning the administration of the Authority, and ensure that all franchises, permits, and privileges granted by and to the Authority are faithfully observed.

k. Devote his full time and attention to the discharge of the Fire Chief duties, except as provided elsewhere in this Agreement.

3. Personnel Matters. Except for the purpose of formal inquiry, the Board and its members shall deal with Authority personnel solely through the Employee, and neither the Board nor any member thereof shall give orders to any subordinates of the Employee, either publicly or privately. Employer expressly agrees that, except as required for purposes of formal inquiry pursuant to Employer's policy, personnel matters are handled by Employee pursuant to Employee's authority as Fire Chief.

4. Time, Interest, and Effort. Employee shall devote such time, interest, and effort to the performance of his duties as may be reasonably necessary to fulfill the above requirements. Employee agrees to perform such services to the best of his ability, in an efficient and competent manner consistent with the standards of the profession. Employee shall report to Authority's offices on a regular schedule during the week during normal business hours and at such other times as may be necessary to discharge his duties, except when away on approved business for the Authority, as otherwise excused by use of approved leave or during granted holidays. However, Employee agrees and understands that he will report to work when necessary

to Authority operations, regardless of regularly scheduled hours, scheduled leave, or holiday, to the extent such attendance is reasonably possible.

5. Emergency Powers. Notwithstanding any other provision herein to the contrary, in case of accident, disaster, or other circumstances creating a public emergency, the Employee may, in accordance with applicable law, award contracts and incur other expenses on behalf of the Authority for the purpose of meeting any such emergency. In the event Employee takes any action pursuant to this provision, he shall comply in all respects with the emergency contracting requirements of the Public Contract Code, including section 20812(C)(5).

6. Guidelines. Employee's performance shall at all times be subject to any and all applicable state and federal laws, as well as ordinances, policies, rules, regulations or directions of the Board of Directors. Employee's performance shall also be subject to the consent of the Board of Directors when required by the terms of this Agreement or by Board ordinances, policies, rules, regulations or directions, or by applicable law.

7. Commitment of Employee; Outside Activities. Employee shall focus his professional time, ability, and attention to the Authority's business during the term of this Agreement. Employee shall not engage in any other business duties or pursuits whatsoever or, directly or indirectly, render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, without the prior consent of the Board of Directors. However, the expenditure of reasonable amounts of time not in conflict with the Authority's needs and interests, for educational, charitable, community, and professional activities, shall not be deemed a breach of this Agreement and shall not require such prior consent. This Agreement shall not be interpreted to prohibit Employee from making passive personal investments or conducting private business affairs if those activities do not materially interfere with the services required under this Agreement.

8. Residence. The Authority hereby finds that the Fire Chief's availability during emergencies and disasters is of paramount importance for provision of emergency services, and that during fires, floods, earthquakes and serious winter storms, both physical access and communications may be impaired. The Parties therefore agree that Employee shall be obligated to live within Big Bear Valley geographic region during the term of his employment.

E. Compensation; Payment of Compensation. As compensation for services performed hereunder, Employee shall receive a base annual salary of One Hundred Seventy Four Thousand Five Hundred Dollars (\$174,500), payable not less than monthly during the employment term. The Authority shall pay Employee his compensation in accordance and in a manner consistent with the way in which it pays compensation to its other Authority employees. Employee shall not be entitled to the payment of overtime compensation. All compensation and comparable payments to be paid to Employee shall be less withholdings required by law.

1. Incentive Management and Support Compensation. In support of the California Master Mutual Aid System, the Employee shall be compensated at his straight time hourly rate for all hours assigned to an incident outside the Employee's home jurisdiction. The straight time rate is calculated by taking the Employee's annual salary and dividing that by 2080 hours. Such time is also paid portal-to-portal.

F. Performance Evaluation and Annual Raises.

1. Evaluation. The Board shall review and evaluate the performance of Employee in writing on an annual basis prior to July of the applicable year. The evaluation will also set forth mutually defined goals to be achieved by the Employee in the subsequent year. The Employee will be provided an adequate opportunity to discuss his evaluation with the Board at the Board meeting.

The performance review and evaluation process set forth herein is intended to provide review and feedback to Employee so as to facilitate a more effective management of the Authority. Nothing herein shall be deemed to alter or change the employment status of Employee, nor shall this Section be construed as requiring "cause" to terminate this Agreement or the services of Employee hereunder.

2. Annual Raise. In the event Employee receives a satisfactory or better rating during his annual performance review and evaluation, as determined by at least six (6) or more affirmative votes of the entire membership of the Board, Employee shall be entitled to cost of living adjustment (COLA) to his base annual salary only, equal to the most recently published Consumer Price Index (CPI) for urban wage earners and Clerical Workers in the Los Angeles-Riverside-Orange County region of California, with a cap on said COLA at no more than 4%. Thus, the COLA pursuant to this section shall be no more than four percent (4%), regardless of CPI. This COLA should be effective July 1 of the applicable year.

Further, nothing in this Agreement precludes the Board from awarding Employee an additional increase to base annual salary and/or a lump sum bonus as an incentive for exceptional performance. However, such an increase or bonus must be based on a finding by at least seven (7) Board members that Employee's performance in the applicable year has been exceptional. The effective date of any such increase and/or award shall also be at the Board's discretion.

Any increases to base annual salary must be expressly memorialized in a subsequent written and executed Amendment to this Agreement.

G. Benefits.

1. Holidays. Employee shall be entitled to twelve (12) paid holidays and two (2) paid personal leave days on an annual basis. These holidays shall be provided as designated by the Authority Board and are typically the same "Authority Holidays" as the Authority's non-represented employees.

2. Earned Time Off. Vacation, Paid Sick Leave, and Executive Leave accruals will be combined into one paid leave bank referred to as "Earned Time Off" for purposes of determining maximum accrual and use. The maximum accrual shall be set at 850 hours. Upon such a time as Employee's Earned Time Off reaches 500 hours, any time accrued beyond 500 hours can be cashed out by the employee. Anytime accrued beyond 850 hours will

be cashed out. At termination of employment, Employee shall be paid one hundred percent (100%) of all banked "Earned Time Off" accruals.

a. Sick Leave. Employee shall accrue paid sick leave at a rate of 5.54 hours of sick leave per pay period. Employee shall be entitled to the use of sick leave under the same conditions applicable to similarly situated positions at the Authority.

b. Vacation. Employee will be granted an initial accrual of paid vacation hours totaling 160 hours immediately upon the effective date of this Agreement. Employee shall accrue 6.15 hours of vacation per pay period (160 hours annually). *The Employee's vacations shall be scheduled in coordination with the Board, when necessary.* Otherwise, Employee shall be entitled to the use of vacation leave under the same conditions applicable to similarly situated positions at the Authority.

c. Executive Leave. Employee will be granted an initial accrual of paid executive leave totaling 160 hours immediately upon the effective date of this Agreement. Employee will accrue 6.15 hours of executive leave per pay period (160 hours annually). Employee is expected to work additional hours necessary to care for Authority business, and assume on-call primary duty chief position as needed. Such leave is to be used throughout the year to complete administrative tasks and on-call duties without undue office or operational interference. Employee shall be entitled to the use of executive leave under the same conditions applicable to similarly situated positions at the Authority.

d. Purpose of Leave Grants. The initial accruals of paid vacation and paid executive leave granted in Sections III.G.2.b and III.G.2.c above are designed to compensate Employee for the performance of "On Call Duty Chief" duties, which are above and beyond the expectations set forth in Section III.D of this Agreement.

3. Leave Notification. In the event of a foreseeable absence from his duties for more than ten (10) consecutive calendar days, Employee shall give the Board reasonable advance notice of the reason(s) for and the anticipated date(s) of such absence. The Board and Employee shall cooperate in determining the best time for such an absence so as to provide the Authority with adequate management and direction, however, the ultimate determination shall be subject to the sole discretion of the Board.

4. Uniform Allowance. Employee shall wear the Authority's approved uniform, and such uniforms shall be provided by the Authority. Employee is expected to be clean and well-groomed, and is expected to keep his uniform neat and in good condition. Attire or overall appearance not meeting these standards shall be grounds for disciplinary action up to and including termination as may be deemed necessary and proper by the Authority Board.

5. Retirement. Employee shall be entitled to retirement benefits under the same conditions applicable to safety employees of the Authority.

6. Insurance. The Authority shall provide medical, dental, and vision insurance to Employee as it is applied to all other employees of the Authority limited to single individual coverage pursuant to the Authority's policies, procedures, and resolutions related to

the provision of such benefits except that Employee shall have the option to take the value of the foregoing benefit as additional wages. It is expressly acknowledged by Employee that the foregoing benefit shall be reported as taxable wages regardless of whether the benefit is taken as insurance or cash. In addition, the Employee will be provided and enrolled in the Authority's group term life insurance.

7. Professional Development. The Authority shall budget and pay for travel and subsistence expenses for Employee (as set out by applicable Authority policy, as it may be amended from time to time) for professional and official travel, meetings and similar necessary functions, including, but not limited to, groups and committees of which Employee is a member, as well as short courses, institutes and seminars necessary for the Employee's professional development and the good of the Authority.

8. Technical Equipment. Upon commencement of employment, the Authority shall provide the Employee with a cell phone and such technical equipment as may be necessary for the performance of his duties. The Authority will also provide Employee with a laptop computer and tablet computer. The Authority shall pay service and wireless bills to the extent necessary to cover the use of such devices, consistent with the Authority's reimbursement policy, as it may be amended from time to time. Use, including reasonable personal use, shall be governed by Authority policy.

9. Travel and Expenses. Employee shall be reimbursed for all reasonable, necessary, and ordinary travel expenses incurred in connection with his duties, as legally required. Such expenses may include all reasonable expenses incurred in connection with professional growth activities and/or the representation of the Authority at professional conferences and meetings. The Employee shall collaborate and obtain concurrence of the Board Chair in reference to conference duration, location, estimated cost, and benefit to the organization

10. Vehicle. The Authority shall provide Employee with an Authority maintained vehicle for Employee's use in conducting Authority business. The Fire Chief is considered to be on duty at all times and as such, his duties require the exclusive and unrestricted use of an automobile provided by the Authority during the duration of this Agreement. The Authority shall be responsible for providing liability, property damage, and comprehensive insurance for the vehicle, as well as all expenses necessary for the operation, maintenance, repair, and potential replacement, if necessary, of such vehicle.

H. Termination.

1. At-Will Employment Relationship. The Parties hereby expressly agree that the employment relationship created by this Agreement is "at will" and that Employee serves at the will and pleasure of the Board of Directors. Nothing in this Agreement, any statute, ordinance or rule shall prevent, limit or otherwise interfere with the right of the Board of Directors to terminate, without cause or right of appeal or grievance, the services of Employee at any time subject only to the provisions of this Agreement.

2. Termination by Employee. The Employee may terminate this Agreement upon written notice to the Board and shall give six (6) months prior notice. The Authority shall have the option, in its complete discretion, to terminate the Employee any time prior to the end of such notice period, provided the Authority pays the Employee all compensation due and owing through the last day actually worked, plus an amount equal to the base salary the Employee would have earned through the remainder of the notice period. Thereafter, all the Authority's obligations under this Agreement shall cease.

3. Termination for Other Reasons. This Agreement shall automatically terminate without requirement for severance payment upon the Employee's death, retirement, permanent incapacity, or unforeseen extended unavailability defined at six months or more.

4. Termination for Cause (No Severance). In the event that this Agreement is terminated before the end of its term "for cause" as defined below, no further compensation or benefit shall be made to the Employee. Upon any allegation by the Board that Employee has engaged in conduct that would result in his termination "for cause" as defined below, Employee is entitled to a preliminary address and to attempt to rebut those allegations before the Board in a closed session. In the event the Board, in its discretion, still finds merit to the allegations and terminates, the Employee shall not be entitled to any severance and will be owed no further compensation. However, if this Agreement is terminated "for cause," the Employee shall have the right to appeal the Board's decision upon written notice to the Board of such appeal within ten (10) days of the determination. Failure to provide written notice within the ten (10) day period will result in waiver of the right to appeal. Upon appeal, the matter shall be formally presented to the Board by Employee or his counsel, and the issue at the hearing shall be limited solely to whether or not Authority's "for cause" termination was arbitrary and capricious, entitling Employee to severance pursuant to the terms of this Agreement. Under no circumstances shall the Employee be entitled to reinstatement. Following the appeal, should a board super-majority of seven (7) Board members vote that cause exists, no severance will be provided. Should less than seven (7) Board members find cause, the Employee will be entitled to severance pursuant to the terms of this Agreement. The ruling shall be final and binding. Termination shall be "for cause" if the Employee: (1) Acts in bad faith and to the detriment of the Authority; (2) Refuses or fails to act in accordance with any legal requirement or specific direction or order of the Board of Directors of the Authority; (3) Exhibits in regard to his employment unfitness or unavailability for service, unsatisfactory performance, misconduct, dishonesty, habitual neglect, or incompetence; (4) Is involved in crime involving dishonesty, breach of trust, or public conduct reflecting negatively on the Authority (no pending criminal prosecution need be in effect for termination due to fraud, embezzlement or public conduct reflecting on the Authority; rather the Board must only have a good faith belief based on a good faith investigation); (5) Creates physical or emotional harm to any person; or (6) Breaches any material term of this Agreement. Termination for cause will not constitute grounds for denying Employee final payout of unused accrued earned time.

5. Termination Without Cause (Severance). In the event the Authority terminates Employee's employment for a reason other than those set forth above, the Employee shall be entitled to the following severance in accordance with the terms of California Government Code sections 53260, et seq.: An amount equal to six (6) months of the Employee's then base monthly salary or the remainder of the term of this Agreement, whichever is less.

Contributions to the Authorities 401k retirement plan for such Severance Pay shall be made in accordance with the Authority's policy. The Employee shall be entitled to this severance pay either in a lump sum or, if he so elects, in a reasonable number of installments. Upon notice of termination, unless otherwise directed by the Employee, the Authority shall continue to make such health payments as the Employee previously had elected under the management health and related benefits program for the period of the severance pay, or until he finds other employment, whichever occurs first. The Employee shall be entitled to pursue and apply for the Chief Executive Separation Payment Program, as provided by California JPIA's Memorandum of Liability Coverage.

Reductions in Pay Triggering Severance: Except where such percentage reductions are imposed on all other Authority personnel, should the Authority reduce Employee's base salary, compensation, or any other financial benefit provided to Employee, the Parties agree that such action will constitute a material breach of contract and constructive termination sufficient to entitle Employee to the severance afforded in this paragraph.

6. Payment Limitations. The provisions of California Government Code Sections 53243 to 53243.4, as those sections now or hereafter exist are hereby incorporated by reference into this Agreement. Thus, if Employee is convicted of a crime involving an abuse of his office or position, whether before or after release from employment, Employee shall fully reimburse the Employer for any severance pay, paid leave salary disbursed pending an investigation related to the crime, or legal criminal defense funds relevant to the crime.

7. Termination Liability. Except as otherwise provided in this Section upon termination of this Agreement, neither party hereto shall have any obligation, responsibility or liability to the other under the terms of this Agreement or accruing from and after the effective date of such termination. Any termination of this Agreement by the Authority shall be accomplished only by official action of the Board.

I. Notices. Any notices to be given hereunder by either party to the other party may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties listed at the addresses listed below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

Big Bear Fire Authority:

Employee:

Attn: Chairman
Big Bear Fire Authority
P.O. Box 2830
41090 Big Bear Blvd.
Big Bear Lake, CA 92315

Jeff Willis



With copy to:
Best Best & Krieger LLP
c/o Jeff Ferre, Esq.
3390 University Ave., 5th Flr.
Riverside, CA 92501

J. Entire Agreement. This Agreement supersedes any and all other Agreements, either oral or in writing, between the Parties hereto with respect to the employment of Employee by the Authority, and contains all of the covenants and agreements between the Parties with respect to that employment in any manner whatsoever. Each party to this Agreement acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any party or anyone acting on behalf of any party which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party.

K. Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County. In the event of a dispute between the parties hereto, however, it is agreed that the parties will attempt to resolve the matter without resort to court involvement.

L. Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which that party may be entitled. This provision shall be construed as applicable to the entire Agreement.

M. Effect of Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition. In addition, no waiver or relinquishment of any right or power at any one time or times may be deemed a waiver or relinquishment of that right or power for all or any other times.

N. Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

O. Time of Essence. Time is of the essence for each and every provision of this Agreement.

P. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date first hereinabove written.

EMPLOYER:

BIG BEAR FIRE AUTHORITY

By: Paul Terry
Paul Terry, Chairman

EMPLOYEE:

JEFF WILLIS

By: Jeff Willis

AMENDMENT NO. 1

**EMPLOYMENT AGREEMENT BETWEEN
THE BIG BEAR FIRE AUTHORITY AND FIRE CHIEF JEFF WILLIS**

THE EMPLOYMENT AGREEMENT BETWEEN THE BIG BEAR FIRE AUTHORITY (“AUTHORITY”) AND JEFF WILLIS (“EMPLOYEE”) DATED JUNE 7, 2016 AND ATTACHED AS EXHIBIT 1 IS HEREBY AMENDED AS FOLLOWS:

1. Section III. Paragraph A of the Agreement regarding term of appointment shall be revised to extend the term of the Agreement through June 26, 2020.
2. The first sentence of Section III. Paragraph E of the Agreement regarding Compensation shall be revised to read as follows: Effective June 23, 2018, as compensation for services performed hereunder, Employee shall receive a base annual salary of One Hundred Eighty-Four Thousand Nine Hundred-Seventy Dollars. (\$184,970), payable not less than monthly during the employment term.
3. Section III. Paragraph G.2. regarding Earned Time Off shall be revised to read as follows:

2. Earned Time Off. Vacation, Paid Sick Leave, and Executive Leave accruals will be combined into one paid leave bank referred to as “Earned Time Off” for purposes of determining maximum accrual and use. The maximum accrual shall be set at 850 hours. Upon such a time as Employee’s Earned Time Off reaches 160 hours, any time accrued beyond 160 hours can be cashed out by the employee. Any time accrued beyond 850 hours will be cashed out. At termination of employment, Employee shall be paid one hundred percent (100%) of all banked “Earned Time Off” accruals.

a. Sick Leave. Employee shall accrue paid sick leave at a rate of 8.0 hours of sick leave per pay period. Employee shall be entitled to the use of sick leave under the same conditions applicable to similarly situated positions at the Authority.

b. Vacation. Employee shall accrue 8.0 hours of vacation per pay period (208 hours annually). The Employee’s vacations shall be scheduled in coordination with the Board, when necessary. Otherwise, Employee shall be entitled to the use of vacation leave under the same conditions applicable to similarly situated positions at the Authority.

c. Executive Leave. Employee will accrue 8.0 hours of executive leave per pay period (208 hours annually). Employee is expected to work additional hours necessary to care for Authority business and assume on-call primary duty chief position as needed. Such leave is to be used throughout the year to complete administrative tasks and on-call duties without undue office or operational interference. Employee shall be entitled to the use of

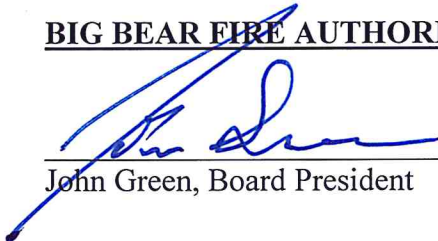
executive leave under the same conditions applicable to similarly situated positions at the Authority.

d. Purpose of Leave Grants. The initial accruals of paid vacation and paid executive leave granted in Sections III.G.2.b and III.G.2.c above are designed to compensate Employee for the performance of "On Call Duty Chief" duties, which are above and beyond the expectations set forth in Section III.D of this Agreement.

4. The first sentence Section III. Paragraph G.6. regarding Insurance shall be revised to read as follows: The Authority shall provide medical, dental, and vision insurance to Employee as it is applied to all other employees of the Authority pursuant to the Authority's policies, procedures, and resolutions related to the provision of such benefits except that Employee shall have the option to take the value of the foregoing benefit as additional wages.
5. The reference to 401k shall be deleted from Section III.H.5. regarding Termination Without Cause.
6. Except as expressly amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

These amendments have been mutually agreed upon by the parties.

BIG BEAR FIRE AUTHORITY

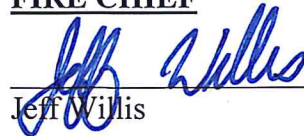


John Green, Board President

6/6/18

Date

FIRE CHIEF



Jeff Willis

6-6-18

Date

**FIRE CHIEF EMPLOYMENT AGREEMENT
BETWEEN JEFF WILLIS AND THE BIG BEAR FIRE AUTHORITY**

**SECTION I.
PARTIES AND DATE**

This Agreement is made and entered into this 7th day of June 2016, by and between the Big Bear Fire Authority (hereinafter referred to as the "Authority") and Jeff Willis (hereinafter referred to as the "Employee").

**SECTION II.
RECITALS**

WHEREAS, the Authority is in need of a permanent Fire Chief;

WHEREAS, Employee has 32 years of experience in and about the operation of fire and emergency medical services agencies, and has particular skill and experience serving as Fire Chief of such agencies;

WHEREAS, Employee has represented that he possesses the professional skills and qualifications necessary to adequately provide the services required of the Fire Chief position;

WHEREAS, the Authority desires to hire Employee as Fire Chief and Employee desires to accept the position of Fire Chief of the Authority under the terms and conditions of this Agreement;

WHEREAS, on May 3, 2016, the Board of Directors of the Authority discussed this Agreement for the purpose of contracting with Employee to provide Fire Chief services to the Authority beginning on June 25, 2016; and

WHEREAS, the Parties desire to establish certain wages, hours, benefits, responsibilities and other terms and conditions of employment for Employee during the term of this Agreement.

NOW, THEREFORE, in consideration for the promises set forth herein, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

**SECTION III.
TERMS**

A. **Appointment.** The Board of Directors of the Authority hereby appoints Employee as Fire Chief of the Authority, effective 12:01 a.m. on June 25, 2016, and Employee hereby accepts such appointment upon the terms and conditions contained in this Agreement. Employee shall perform the duties and responsibilities imposed by law, industry standards, and responsibilities and duties as specified in the job description and such legally permissible further duties and functions as shall, from time to time, be assigned by the Board. The Authority hereby agrees and does employ the Fire Chief for a term of two (2) years, commencing on June 25, 2016

and continuing to June 24, 2018, unless terminated sooner pursuant to the terms of this Agreement.

B. Automatic Renewal. In the event that the Board determines that the Employee is not to be reemployed upon expiration of this Agreement, he shall be given written notice thereof by the Board at least six (6) months in advance of the expiration of the term of this Agreement. Should the Board fail to re-employ the Employee and the written notice provided for in this Section has not been given at least six (6) months prior to the initial term of this Agreement, it shall be extended on the same terms for an additional period of one (1) year. Unless otherwise provided for by written agreement between the Parties, the terms and conditions of this Agreement shall apply to the extended term.

C. At-Will Employment. The Parties hereby expressly agree that the employment relationship created by this Agreement is "at will" and that Employee serves at the will and pleasure of the Authority Board of Directors. Nothing in this Agreement, any statute, ordinance or rule shall prevent, limit or otherwise interfere with the right of the Board of Directors to terminate, without cause or right of appeal or grievance, the services of Employee at any time subject only to the provisions of Section III of this Agreement. To the extent permissible by law, Employee waives all entitlement to so-called *Skelly* rights or other rights as conferred by the Firefighters Procedural Bill of Rights Act of 2007.

D. Duties and Obligations of Employee.

1. **General.** Employee shall serve as the Authority Fire Chief. In this capacity, Employee shall be the chief administrative officer of the Authority, and shall be responsible to the Board of Directors for the proper administration of all affairs of the Authority. Employee shall do and perform all services, acts, or things necessary or advisable to manage and conduct the Authority's overall management activities, oversee the day-to-day operations of the Authority, help to ensure the long-term stability and financial strength of the Authority, help to coordinate and develop the long-term development and advancement of the Authority and perform all services necessary to adequately fulfill the duties of Fire Chief as directed by the Authority's Board of Directors. In addition to the foregoing, Employee shall perform any other lawful duties as directed by the full Board of Directors and as set forth by Employer's job description, as it may be amended from time to time. Employer's Fire Chief job description and the duties as enumerated therein are incorporated into this Agreement by reference.

2. **Specific Examples.** Under the direction of the Board of Directors, Employee shall have, among other things, the following responsibilities:

a. In accordance with applicable law, memoranda of understanding, Board Policies, and individual employment agreements, appoint and, when necessary for the good of the Authority, discipline, suspend or remove any employee of the Authority.

b. Prepare the annual Authority budget and submit it to the Board of Directors, together with a description of its important features, for its review and approval. Following the budget's adoption, Employee shall be responsible for its administration.

c. Keep the Board of Directors advised as to the current financial condition and future needs of the Authority. Make such recommendations as Employee may deem necessary or desirable.

d. Review with the Board of Directors job descriptions and recommend a standard schedule of pay for each position in the Authority.

e. Recommend to the Board of Directors the adoption of such measures as Employee may deem necessary or expedient for the improvement of Authority services.

f. Consolidate or combine positions, departments, or units consistent with Board direction and pursuant to applicable resolutions.

g. Attend all meetings of the Board of Directors, unless excused therefrom, and take part in the discussion of all matters coming before such meetings.

h. Implement the Authority's policies as adopted by the Board of Directors for the purchase of all materials, supplies and equipment for which funds are provided in the budget.

i. Ensure that the provisions of all rules, resolutions and ordinances of the Authority are duly carried out and enforced.

j. Investigate the operations of the Authority and all complaints in relation to matters concerning the administration of the Authority, and ensure that all franchises, permits, and privileges granted by and to the Authority are faithfully observed.

k. Devote his full time and attention to the discharge of the Fire Chief duties, except as provided elsewhere in this Agreement.

3. Personnel Matters. Except for the purpose of formal inquiry, the Board and its members shall deal with Authority personnel solely through the Employee, and neither the Board nor any member thereof shall give orders to any subordinates of the Employee, either publicly or privately. Employer expressly agrees that, except as required for purposes of formal inquiry pursuant to Employer's policy, personnel matters are handled by Employee pursuant to Employee's authority as Fire Chief.

4. Time, Interest, and Effort. Employee shall devote such time, interest, and effort to the performance of his duties as may be reasonably necessary to fulfill the above requirements. Employee agrees to perform such services to the best of his ability, in an efficient and competent manner consistent with the standards of the profession. Employee shall report to Authority's offices on a regular schedule during the week during normal business hours and at such other times as may be necessary to discharge his duties, except when away on approved business for the Authority, as otherwise excused by use of approved leave or during granted holidays. However, Employee agrees and understands that he will report to work when necessary

to Authority operations, regardless of regularly scheduled hours, scheduled leave, or holiday, to the extent such attendance is reasonably possible.

5. Emergency Powers. Notwithstanding any other provision herein to the contrary, in case of accident, disaster, or other circumstances creating a public emergency, the Employee may, in accordance with applicable law, award contracts and incur other expenses on behalf of the Authority for the purpose of meeting any such emergency. In the event Employee takes any action pursuant to this provision, he shall comply in all respects with the emergency contracting requirements of the Public Contract Code, including section 20812(C)(5).

6. Guidelines. Employee's performance shall at all times be subject to any and all applicable state and federal laws, as well as ordinances, policies, rules, regulations or directions of the Board of Directors. Employee's performance shall also be subject to the consent of the Board of Directors when required by the terms of this Agreement or by Board ordinances, policies, rules, regulations or directions, or by applicable law.

7. Commitment of Employee; Outside Activities. Employee shall focus his professional time, ability, and attention to the Authority's business during the term of this Agreement. Employee shall not engage in any other business duties or pursuits whatsoever or, directly or indirectly, render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, without the prior consent of the Board of Directors. However, the expenditure of reasonable amounts of time not in conflict with the Authority's needs and interests, for educational, charitable, community, and professional activities, shall not be deemed a breach of this Agreement and shall not require such prior consent. This Agreement shall not be interpreted to prohibit Employee from making passive personal investments or conducting private business affairs if those activities do not materially interfere with the services required under this Agreement.

8. Residence. The Authority hereby finds that the Fire Chief's availability during emergencies and disasters is of paramount importance for provision of emergency services, and that during fires, floods, earthquakes and serious winter storms, both physical access and communications may be impaired. The Parties therefore agree that Employee shall be obligated to live within Big Bear Valley geographic region during the term of his employment.

E. Compensation; Payment of Compensation. As compensation for services performed hereunder, Employee shall receive a base annual salary of One Hundred Seventy Four Thousand Five Hundred Dollars (\$174,500), payable not less than monthly during the employment term. The Authority shall pay Employee his compensation in accordance and in a manner consistent with the way in which it pays compensation to its other Authority employees. Employee shall not be entitled to the payment of overtime compensation. All compensation and comparable payments to be paid to Employee shall be less withholdings required by law.

1. Incentive Management and Support Compensation. In support of the California Master Mutual Aid System, the Employee shall be compensated at his straight time hourly rate for all hours assigned to an incident outside the Employee's home jurisdiction. The straight time rate is calculated by taking the Employee's annual salary and dividing that by 2080 hours. Such time is also paid portal-to-portal.

F. Performance Evaluation and Annual Raises.

1. Evaluation. The Board shall review and evaluate the performance of Employee in writing on an annual basis prior to July of the applicable year. The evaluation will also set forth mutually defined goals to be achieved by the Employee in the subsequent year. The Employee will be provided an adequate opportunity to discuss his evaluation with the Board at the Board meeting.

The performance review and evaluation process set forth herein is intended to provide review and feedback to Employee so as to facilitate a more effective management of the Authority. Nothing herein shall be deemed to alter or change the employment status of Employee, nor shall this Section be construed as requiring "cause" to terminate this Agreement or the services of Employee hereunder.

2. Annual Raise. In the event Employee receives a satisfactory or better rating during his annual performance review and evaluation, as determined by at least six (6) or more affirmative votes of the entire membership of the Board, Employee shall be entitled to cost of living adjustment (COLA) to his base annual salary only, equal to the most recently published Consumer Price Index (CPI) for urban wage earners and Clerical Workers in the Los Angeles-Riverside-Orange County region of California, with a cap on said COLA at no more than 4%. Thus, the COLA pursuant to this section shall be no more than four percent (4%), regardless of CPI. This COLA should be effective July 1 of the applicable year.

Further, nothing in this Agreement precludes the Board from awarding Employee an additional increase to base annual salary and/or a lump sum bonus as an incentive for exceptional performance. However, such an increase or bonus must be based on a finding by at least seven (7) Board members that Employee's performance in the applicable year has been exceptional. The effective date of any such increase and/or award shall also be at the Board's discretion.

Any increases to base annual salary must be expressly memorialized in a subsequent written and executed Amendment to this Agreement.

G. Benefits.

1. Holidays. Employee shall be entitled to twelve (12) paid holidays and two (2) paid personal leave days on an annual basis. These holidays shall be provided as designated by the Authority Board and are typically the same "Authority Holidays" as the Authority's non-represented employees.

2. Earned Time Off. Vacation, Paid Sick Leave, and Executive Leave accruals will be combined into one paid leave bank referred to as "Earned Time Off" for purposes of determining maximum accrual and use. The maximum accrual shall be set at 850 hours. Upon such a time as Employee's Earned Time Off reaches 500 hours, any time accrued beyond 500 hours can be cashed out by the employee. Anytime accrued beyond 850 hours will

be cashed out. At termination of employment, Employee shall be paid one hundred percent (100%) of all banked "Earned Time Off" accruals.

a. Sick Leave. Employee shall accrue paid sick leave at a rate of 5.54 hours of sick leave per pay period. Employee shall be entitled to the use of sick leave under the same conditions applicable to similarly situated positions at the Authority.

b. Vacation. Employee will be granted an initial accrual of paid vacation hours totaling 160 hours immediately upon the effective date of this Agreement. Employee shall accrue 6.15 hours of vacation per pay period (160 hours annually). *The Employee's vacations shall be scheduled in coordination with the Board, when necessary.* Otherwise, Employee shall be entitled to the use of vacation leave under the same conditions applicable to similarly situated positions at the Authority.

c. Executive Leave. Employee will be granted an initial accrual of paid executive leave totaling 160 hours immediately upon the effective date of this Agreement. Employee will accrue 6.15 hours of executive leave per pay period (160 hours annually). Employee is expected to work additional hours necessary to care for Authority business, and assume on-call primary duty chief position as needed. Such leave is to be used throughout the year to complete administrative tasks and on-call duties without undue office or operational interference. Employee shall be entitled to the use of executive leave under the same conditions applicable to similarly situated positions at the Authority.

d. Purpose of Leave Grants. The initial accruals of paid vacation and paid executive leave granted in Sections III.G.2.b and III.G.2.c above are designed to compensate Employee for the performance of "On Call Duty Chief" duties, which are above and beyond the expectations set forth in Section III.D of this Agreement.

3. Leave Notification. In the event of a foreseeable absence from his duties for more than ten (10) consecutive calendar days, Employee shall give the Board reasonable advance notice of the reason(s) for and the anticipated date(s) of such absence. The Board and Employee shall cooperate in determining the best time for such an absence so as to provide the Authority with adequate management and direction, however, the ultimate determination shall be subject to the sole discretion of the Board.

4. Uniform Allowance. Employee shall wear the Authority's approved uniform, and such uniforms shall be provided by the Authority. Employee is expected to be clean and well-groomed, and is expected to keep his uniform neat and in good condition. Attire or overall appearance not meeting these standards shall be grounds for disciplinary action up to and including termination as may be deemed necessary and proper by the Authority Board.

5. Retirement. Employee shall be entitled to retirement benefits under the same conditions applicable to safety employees of the Authority.

6. Insurance. The Authority shall provide medical, dental, and vision insurance to Employee as it is applied to all other employees of the Authority limited to single individual coverage pursuant to the Authority's policies, procedures, and resolutions related to

the provision of such benefits except that Employee shall have the option to take the value of the foregoing benefit as additional wages. It is expressly acknowledged by Employee that the foregoing benefit shall be reported as taxable wages regardless of whether the benefit is taken as insurance or cash. In addition, the Employee will be provided and enrolled in the Authority's group term life insurance.

7. Professional Development. The Authority shall budget and pay for travel and subsistence expenses for Employee (as set out by applicable Authority policy, as it may be amended from time to time) for professional and official travel, meetings and similar necessary functions, including, but not limited to, groups and committees of which Employee is a member, as well as short courses, institutes and seminars necessary for the Employee's professional development and the good of the Authority.

8. Technical Equipment. Upon commencement of employment, the Authority shall provide the Employee with a cell phone and such technical equipment as may be necessary for the performance of his duties. The Authority will also provide Employee with a laptop computer and tablet computer. The Authority shall pay service and wireless bills to the extent necessary to cover the use of such devices, consistent with the Authority's reimbursement policy, as it may be amended from time to time. Use, including reasonable personal use, shall be governed by Authority policy.

9. Travel and Expenses. Employee shall be reimbursed for all reasonable, necessary, and ordinary travel expenses incurred in connection with his duties, as legally required. Such expenses may include all reasonable expenses incurred in connection with professional growth activities and/or the representation of the Authority at professional conferences and meetings. The Employee shall collaborate and obtain concurrence of the Board Chair in reference to conference duration, location, estimated cost, and benefit to the organization

10. Vehicle. The Authority shall provide Employee with an Authority maintained vehicle for Employee's use in conducting Authority business. The Fire Chief is considered to be on duty at all times and as such, his duties require the exclusive and unrestricted use of an automobile provided by the Authority during the duration of this Agreement. The Authority shall be responsible for providing liability, property damage, and comprehensive insurance for the vehicle, as well as all expenses necessary for the operation, maintenance, repair, and potential replacement, if necessary, of such vehicle.

H. Termination.

1. At-Will Employment Relationship. The Parties hereby expressly agree that the employment relationship created by this Agreement is "at will" and that Employee serves at the will and pleasure of the Board of Directors. Nothing in this Agreement, any statute, ordinance or rule shall prevent, limit or otherwise interfere with the right of the Board of Directors to terminate, without cause or right of appeal or grievance, the services of Employee at any time subject only to the provisions of this Agreement.

2. Termination by Employee. The Employee may terminate this Agreement upon written notice to the Board and shall give six (6) months prior notice. The Authority shall have the option, in its complete discretion, to terminate the Employee any time prior to the end of such notice period, provided the Authority pays the Employee all compensation due and owing through the last day actually worked, plus an amount equal to the base salary the Employee would have earned through the remainder of the notice period. Thereafter, all the Authority's obligations under this Agreement shall cease.

3. Termination for Other Reasons. This Agreement shall automatically terminate without requirement for severance payment upon the Employee's death, retirement, permanent incapacity, or unforeseen extended unavailability defined at six months or more.

4. Termination for Cause (No Severance). In the event that this Agreement is terminated before the end of its term "for cause" as defined below, no further compensation or benefit shall be made to the Employee. Upon any allegation by the Board that Employee has engaged in conduct that would result in his termination "for cause" as defined below, Employee is entitled to a preliminary address and to attempt to rebut those allegations before the Board in a closed session. In the event the Board, in its discretion, still finds merit to the allegations and terminates, the Employee shall not be entitled to any severance and will be owed no further compensation. However, if this Agreement is terminated "for cause," the Employee shall have the right to appeal the Board's decision upon written notice to the Board of such appeal within ten (10) days of the determination. Failure to provide written notice within the ten (10) day period will result in waiver of the right to appeal. Upon appeal, the matter shall be formally presented to the Board by Employee or his counsel, and the issue at the hearing shall be limited solely to whether or not Authority's "for cause" termination was arbitrary and capricious, entitling Employee to severance pursuant to the terms of this Agreement. Under no circumstances shall the Employee be entitled to reinstatement. Following the appeal, should a board super-majority of seven (7) Board members vote that cause exists, no severance will be provided. Should less than seven (7) Board members find cause, the Employee will be entitled to severance pursuant to the terms of this Agreement. The ruling shall be final and binding. Termination shall be "for cause" if the Employee: (1) Acts in bad faith and to the detriment of the Authority; (2) Refuses or fails to act in accordance with any legal requirement or specific direction or order of the Board of Directors of the Authority; (3) Exhibits in regard to his employment unfitness or unavailability for service, unsatisfactory performance, misconduct, dishonesty, habitual neglect, or incompetence; (4) Is involved in crime involving dishonesty, breach of trust, or public conduct reflecting negatively on the Authority (no pending criminal prosecution need be in effect for termination due to fraud, embezzlement or public conduct reflecting on the Authority; rather the Board must only have a good faith belief based on a good faith investigation); (5) Creates physical or emotional harm to any person; or (6) Breaches any material term of this Agreement. Termination for cause will not constitute grounds for denying Employee final payout of unused accrued earned time.

5. Termination Without Cause (Severance). In the event the Authority terminates Employee's employment for a reason other than those set forth above, the Employee shall be entitled to the following severance in accordance with the terms of California Government Code sections 53260, et seq.: An amount equal to six (6) months of the Employee's then base monthly salary or the remainder of the term of this Agreement, whichever is less.

Contributions to the Authorities 401k retirement plan for such Severance Pay shall be made in accordance with the Authority's policy. The Employee shall be entitled to this severance pay either in a lump sum or, if he so elects, in a reasonable number of installments. Upon notice of termination, unless otherwise directed by the Employee, the Authority shall continue to make such health payments as the Employee previously had elected under the management health and related benefits program for the period of the severance pay, or until he finds other employment, whichever occurs first. The Employee shall be entitled to pursue and apply for the Chief Executive Separation Payment Program, as provided by California JPIA's Memorandum of Liability Coverage.

Reductions in Pay Triggering Severance: Except where such percentage reductions are imposed on all other Authority personnel, should the Authority reduce Employee's base salary, compensation, or any other financial benefit provided to Employee, the Parties agree that such action will constitute a material breach of contract and constructive termination sufficient to entitle Employee to the severance afforded in this paragraph.

6. Payment Limitations. The provisions of California Government Code Sections 53243 to 53243.4, as those sections now or hereafter exist are hereby incorporated by reference into this Agreement. Thus, if Employee is convicted of a crime involving an abuse of his office or position, whether before or after release from employment, Employee shall fully reimburse the Employer for any severance pay, paid leave salary disbursed pending an investigation related to the crime, or legal criminal defense funds relevant to the crime.

7. Termination Liability. Except as otherwise provided in this Section upon termination of this Agreement, neither party hereto shall have any obligation, responsibility or liability to the other under the terms of this Agreement or accruing from and after the effective date of such termination. Any termination of this Agreement by the Authority shall be accomplished only by official action of the Board.

I. Notices. Any notices to be given hereunder by either party to the other party may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties listed at the addresses listed below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

Big Bear Fire Authority:

Employee:

Attn: Chairman
Big Bear Fire Authority
P.O. Box 2830
41090 Big Bear Blvd.
Big Bear Lake, CA 92315

Jeff Willis
P.O. Box 2649
430 West Fairway Blvd.
Big Bear City, CA 92314

With copy to:
Best Best & Krieger LLP
c/o Jeff Ferre, Esq.
3390 University Ave., 5th Flr.
Riverside, CA 92501

J. Entire Agreement. This Agreement supersedes any and all other Agreements, either oral or in writing, between the Parties hereto with respect to the employment of Employee by the Authority, and contains all of the covenants and agreements between the Parties with respect to that employment in any manner whatsoever. Each party to this Agreement acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any party or anyone acting on behalf of any party which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party.

K. Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County. In the event of a dispute between the parties hereto, however, it is agreed that the parties will attempt to resolve the matter without resort to court involvement.

L. Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which that party may be entitled. This provision shall be construed as applicable to the entire Agreement.

M. Effect of Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition. In addition, no waiver or relinquishment of any right or power at any one time or times may be deemed a waiver or relinquishment of that right or power for all or any other times.

N. Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

O. Time of Essence. Time is of the essence for each and every provision of this Agreement.

P. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date first hereinabove written.

EMPLOYER:

BIG BEAR FIRE AUTHORITY

By: Paul Terry
Paul Terry, Chairman

EMPLOYEE:

JEFF WILLIS

By: Jeff Willis

**AMENDMENT NO. 2
TO
FIRE CHIEF EMPLOYMENT AGREEMENT
BETWEEN JEFF WILLIS AND BIG BEAR FIRE AUTHORITY**

THIS AMENDMENT No. 2, is made and entered into on December 3, 2019, by and between the BIG BEAR FIRE AUTHORITY (hereinafter "Authority"), a governmental entity created pursuant to Article 1, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code, and JEFF WILLIS (hereinafter "Employee").

RECITALS

WHEREAS, Authority employs Employee pursuant to an Employment Agreement (hereinafter "Agreement") dated June 7, 2016, as Fire Chief of the Authority to perform the duties and functions as may be specified by Authority's Joint Powers Agreement and to perform such other legally permissible and proper duties and functions as the Authority from time to time may assign; and

WHEREAS, Authority and Employee amended the Agreement pursuant to Amendment No. 1 dated June 6, 2018 (hereinafter "Amendment NO. 1"); and

WHEREAS, the Agreement provides that Employee shall receive retirement benefits under the same conditions applicable to safety employees of the Authority; and

WHEREAS, at the time that the Authority and Employee entered into the Agreement it was expected that the Authority's contributions to the San Bernardino County Employees' Retirement Association ("SBCERA") for the retirement benefits of Employee ("Employer Contributions") would be based on Employee's compensation as set forth in Section III, Paragraph E, as subsequently amended, of the Agreement ("Compensation"), subject to federal limits under Section 401(a)(17) of the Internal Revenue Code ("Federal Limits"); and

WHEREAS, the Authority's annual budget includes the Employer Contributions on the Compensation; and

WHEREAS, the Authority was informed by SBCERA that the Authority's contractual obligation to fund the Employee's retirement benefits on the basis of his Compensation will be impeded by a limitation applicable to employees subject to the California Public Employees' Pension Reform Act ("PEPRA"), including Employee, that was not known at the time that the Agreement was entered into; and

WHEREAS, the limitation will apply to compensation paid to Employee that exceeds the pensionable compensation limits set forth in Government Code Section 7522.10(c), as adjusted annually by SBCERA ("Pensionable Compensation Limits"); and

WHEREAS, to fulfill its contractual obligation under the Agreement to make Employer Contributions on behalf of Employee on the basis of his Compensation, subject to Federal Limits,

the Authority wishes to make the Employer Contributions that would have otherwise been paid to SBCERA but for the Pensionable Compensation Limits to a 457(b) deferred compensation plan or 401(a) defined contribution plan sponsored by the Authority for the benefit of Employee ("Plan Contributions"), subject to any applicable limits under the Internal Revenue Code; and

WHEREAS, the Plan Contributions will not result in additional costs to the Authority since the budget takes into account the cost of Employer Contributions on Employee's Compensation, subject to Federal Limits; and

WHEREAS, the Plan Contributions will not result in increased compensation, inclusive of benefits, to Employee as they represent fulfillment of an existing contractual obligation to provide a benefit to Employee pursuant to the Agreement; and

WHEREAS, except as provided in this Amendment NO. 2, all other terms and provisions of the Agreement, as subsequently amended, remain the same.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree to amend Section III, Paragraph G, Item 5 (Retirement) of the Agreement in its entirety as follows:

"5. Retirement.

a. SBCERA Retirement. The Employee shall participate in the retirement plan administered by the San Bernardino County Retirement Association (SBCERA) as a "new member," as that term is defined by the Public Employees' Pension Reform Act (PEPRA). Pursuant to PEPRA, the Employee shall be subject to the 2.7% @ 57 benefit formula and shall have a mandatory employee contribution obligation as set by SBCERA pursuant to PEPRA. The Authority is prohibited by law from paying any portion of the mandatory employee contribution. The Authority will contribute the required employer contribution as determined by SBCERA.

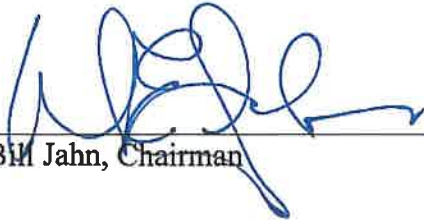
b. Authority Contributions. Effective September 28, 2019, and to the extent allowable or limited under the law as may be interpreted by SBCERA, the California Attorney General's Office and/or the courts, the Authority will contribute an amount equal to the amount that would otherwise be contributed by the Authority on behalf of Employee to SBCERA but for the limit on pensionable compensation set forth in California Government Code Section 7522.10(c) into a 457(b) deferred compensation plan or 401(a) defined contribution plan sponsored by the Authority for the Employee's benefit."

[Signatures to Follow on Next Page]

Amendment 2
Fire Chief Willis Contract
December 3, 2019

IN WITNESS WHEREOF, Authority and Employee have executed this Amendment NO. 2 to the Agreement effective as of the date first written above.

BIG BEAR FIRE AUTHORITY


By: 
Bill Jahn, Chairman

EMPLOYEE

By: 
Jeff Willis

Approved as to Form:

BEST BEST KRIEGER LLP

By: 
Isabel Safie, Special Counsel
Big Bear Fire Authority

AMENDMENT NO. 3

**EMPLOYMENT AGREEMENT BETWEEN
THE BIG BEAR FIRE AUTHORITY AND JEFF WILLIS**

THE EMPLOYMENT AGREEMENT BETWEEN THE BIG BEAR FIRE AUTHORITY("AUTHORITY") AND JEFF WILLS ("EMPLOYEE") DATED JUNE 7, 2016 AS AMENDED ON JUNE 6, 2018 AND DECEMBER 3, 2019 IS HEREBY AMENDED AS FOLLOWS:

1. Section III. Paragraph A. of the Agreement regarding term of appointment shall be revised to extend the term through June 26, 2022.
2. The first sentence of Section III. Paragraph F of the Agreement regarding performance evaluation shall be revised as follows," The Board shall review and evaluate the performance of employee in writing on a bi-annual basis prior to July and January of the applicable year.

This amendment has been mutually agreed upon by the parties. All other terms and conditions of the Employment agreement shall remain the same.

BIG BEAR FIRE AUTHORITY



John Green, Board President

08-07-2020

Date

FIRE CHIEF



Jeff Willis

8-7-20

Date

AMENDMENT NO. 4

**EMPLOYMENT AGREEMENT BETWEEN
THE BIG BEAR FIRE AUTHORITY AND JEFF WILLIS**

THE EMPLOYMENT AGREEMENT BETWEEN THE BIG BEAR FIRE AUTHORITY (“AUTHORITY”) AND JEFF WILLIS (“EMPLOYEE”) DATED JUNE 7, 2016 AS AMENDED ON JUNE 6, 2013, DECEMBER 3, 2019, AND AUGUST 7, 2020 IS HEREBY AMENDED AS FOLLOWS:

1. Section III. Paragraph A. of the Agreement regarding term of appointment shall be revised to extend the term through June 30, 2025.
2. Section III Paragraph E of the Agreement regarding Compensation shall be revised as follows, “As compensation for services performed hereunder, Employee shall receive a base annual salary of Two Hundred and One Thousand Six Hundred Sixteen Dollars and Thirty Cents (\$201,617.30) effective July 1, 2021, payable not less than monthly during the employment term. Employee shall receive a 3% increase to base annual salary effective July 1, 2022 contingent on a satisfactory or better rating during his annual performance review and evaluation. Employee shall receive an additional 3% increase to base annual salary effective July 1, 2023 contingent on a satisfactory or better rating during his annual performance review and evaluation.
3. The first sentence of Section III. Paragraph F.1 of the Agreement regarding performance evaluation shall be revised as follows,” The Board shall review and evaluate the performance of employee in writing on an annual basis prior to July of the applicable year.
4. The First Paragraph of Section III, Paragraph F.2 regarding Annual Raise, shall be revised to read as follows:

“In the event Employee receives a satisfactory or better rating during his annual performance review and evaluation, as determined by at least six (6) or more affirmative votes of the entire membership of the Board, Employee may be entitled to a cost of living adjustment (COLA) to his base annual salary only, equal to the most recently published Consumer Price Index (CPI) for urban wage earners and Clerical Workers in the Los Angeles-Riverside-Orange County region of California, with a cap on said COLA at no more than 4%. Thus, the COLA pursuant to this section shall be no more than four percent (4%), regardless of CPI. This COLA should be effective July 1 of the applicable year. Such COLA adjustment shall be at the discretion of the Board and must be formally approved by the Board as an amendment to this Agreement.”

This amendment has been mutually agreed upon by the parties. All other terms and conditions of the Employment agreement shall remain the same.

BIG BEAR FIRE AUTHORITY



Randall Putz, Board Chairman

10/6/21

Date

FIRE CHIEF



Jeff Wilts

10-6-21

Date

**AMENDMENT NO. 5
TO
FIRE CHIEF EMPLOYMENT AGREEMENT
BETWEEN THE BIG BEAR FIRE AUTHORITY AND JEFF WILLIS**

THE EMPLOYMENT AGREEMENT BETWEEN THE BIG BEAR FIRE AUTHORITY (“AUTHORITY”) AND JEFF WILLIS (“EMPLOYEE”) DATED JUNE 7, 2016, AS PREVIOUSLY AMENDED ON JUNE 6, 2018, DECEMBER 3, 2019, AUGUST 7, 2020, AND OCTOBER 6, 2021 IS HEREBY AMENDED AS FOLLOWS:

1. Section III, Paragraph E of the Agreement regarding Compensation shall be replaced to read as follows: “As compensation for services performed hereunder, Employee shall receive a base salary of Two Hundred Thirteen Thousand Eight Hundred Ninety-Five Dollars and Ninety-Eight Cents (\$213,895.98) effective January 1, 2025, payable not less than monthly during the employment term.”
2. This Amendment shall be effective as of January 1, 2025.
3. All other terms and conditions of the Employment Agreement shall remain unchanged.

[Signatures to Follow on Next Page]

IN WITNESS WHEREOF, Authority and Employee have executed this Amendment No. 5 to the Employment Agreement as of the date first written above.

BIG BEAR FIRE AUTHORITY

EMPLOYEE

By: _____
Larry Walsh, Chair

By: _____
Jeff Willis



BIG BEAR FIRE AUTHORITY AGENDA REPORT

Item No. FA5

MEETING DATE: November 12, 2024

TO: Board Chair and Directors of Big Bear Fire Authority

FROM: Jeff Willis, Fire Chief *JW*

PREPARED BY: Chardelle Smith, Board Secretary *CS*

SUBJECT: **REQUEST TO CHANGE A MEMBER OF THE AD HOC STRATEGIC PLANNING COMMITTEE**

BACKGROUND

At the October 8, 2024, Regular Board meeting, Director Putz requested his seat within the Ad Hoc Strategic Planning Committee be replaced with Board Chair Larry Walsh.

Fire Authority bylaws state that a committee shall consist of four members of the Board. The Authority bylaws are silent regarding the makeup or number of members between each member agency.

DISCUSSION

The current Ad Hoc Strategic Planning Committee members are Director Melnick, Putz, Rowe, and Vice Chair Segovia. Three members from the Big Bear Lake Fire Protection District and One Member from the Big Bear City Community Services District.

RECOMMENDATION

Staff recommends the Fire Authority Board discuss and provide further direction to staff.



BIG BEAR FIRE AUTHORITY AGENDA REPORT

Item No. FA6

MEETING DATE: November 12, 2024

TO: Board Chair and Directors of Big Bear Fire Authority

FROM: Jeff Willis, Fire Chief *JW*

PREPARED BY: Chardelle Smith, Board Secretary *CS*

SUBJECT: **AD HOC STRATEGIC PLANNING COMMITTEE UPDATE –
ADDITIONAL REVENUE OPTIONS**

BACKGROUND

The Ad Hoc Strategic Planning Committee has held numerous discussions regarding potential additional revenues for the Authority. At the October 29th committee meeting, Special Authority Counsel Richard Wall and Assistant Authority counsel Nicholas Norvell spoke to committee regarding the top options the committee had recently come up with. Those potential options being TOT/TBID monies, possible JPA valley wide for TBID monies, forming a foundation and forming a community facilities district (CFD) with a possible citizens initiative.

DISCUSSION

Transient Occupancy Tax (TOT) is a taxing authority believed to be available to Cities and Counties only. Should the Board wish to pursue potential TOT revenue to offset the cost of visitor use of Authority services it would need to be an arrangement though the City and the County. This option requires direct engagement and willingness to participate from those respective agencies.

Tourist Business Improvement District revenue (TBID.) There is already a TBID created that collect revenue from visitors frequenting these types of business with the City of Big Bear Lake. In concept, a question was raised if the Authority had the ability to create a TBID area that would allow for the collection of visitor use revenue. In the case of the unincorporated area of the Big Bear City Community Services District the primary source of TBID revenue would come from Airbnb, Vrbo, and private home rentals that are used for short duration stays by visitors. It was suggested that possibly a TBID Joint Powers Authority (JPA) could house revenue sources of this type. This option requires additional legal analysis to determine the feasibility of this concept

Community Facility District revenue (CFD.) There is a wide range of options for the Authority Board to consider within a CFD. Depending on how a CFD is created and its

intended purpose would identify the necessary steps required to create and implement the CFD, examples are provided below.

1. Board authorized and implemented to offset negative fiscal impacts placed on Authority operations created from new development. This option requires majority vote of the Board
2. Property owners authorized and implemented by the Board to offset negative financial impacts created on Authority operations by new and existing property types. This option requires a property owner election
3. Community authorized and implemented by the Board to offset negative financial impacts created on Authority operations. This option requires an affirmative vote of the community at 66-2/3% voting in favor if the initiative is brought by the Authority. If the initiative is brought by a citizen group the voting threshold for successful passage can be 50% plus.

It is important to make a clear distinction between new development that adds new and additional impacts on current Authority operations once built. In this case the Board has the authority on its own to mitigate future negative financial impacts. New development is distinctly different compared to existing land use types.

Creation of a Foundation. A non-profit foundation could be created and operated in such a way that donations from benefactors are placed in a foundation. The foundation Board could then determine the best use of available monies that could be used for purchase of certain products, equipment and/or programs.

The Strategic Planning Committee has indicated the desire that any new revenue source identified and pursued be focused on those that are impacting Authority operation while paying nothing or a disproportionate share of services used.

RECOMMENDATION

Staff recommends the Fire Authority Board discuss and provide further direction to committee and staff.



BIG BEAR FIRE AUTHORITY AGENDA REPORT

Item No. FA7

MEETING DATE: November 12, 2024

TO: Board Chair and Directors of Big Bear Fire Authority

FROM: Jeff Willis, Fire Chief *JW*

PREPARED BY: Chardelle Smith, Board Secretary *CS*

SUBJECT: **FIRE AUTHORITY 2025 MEETING CALENDAR**

BACKGROUND

At the June 11, 2024, Regular Board meeting, the Board held discussions regarding the number of meetings necessary to provide continuity from one meeting to the next. At the August 13, 2024, Regular Board meeting, the updated calendar and bylaws were approved to hold regular board meetings every month for the remainder of 2024, with the Finance Committee to meet the fourth Tuesday in September and November.

DISCUSSION

To identify potential scheduling conflicts with other agency board meetings, staff took into consideration the current regular, reoccurring calendar of the City of Big Bear Lake City Council and the Big Bear City Community Services District.

To accommodate Budget Workshops in April and May, staff requests the addition of two Special Board meeting dates on April 16 and May 21, 2025.

In the month of November for calendar year 2025, Veterans Day occurs on Tuesday November 11th. This is the same day as the regular occurring Board meeting for November.

Following the repetition of Board directed Finance Committee meetings into 2025, it places Finance Committee meetings in the months of January, March, May, July, September, and November.

For the month of May, the Finance Committee meeting immediately follows the budget workshop and Memorial Day. For the Month of November, the Finance Committee meeting precedes the Thanksgiving Holiday by one day.

For Finance Committee scheduling purposes, the Finance Committee for 2025 has not yet been identified by the incoming 2025 Chair of the Board. The Chair of the Board changes in December. Following previous years, the new Chair would identify committees and its members at the following meeting, previously in February. With the Board now meeting monthly, staff will place the appointment of committees on the January agenda.

The Board may want to consider the following:

Adopt the Board meeting calendar as presented. The November 2025 meeting will be canceled, and a special meeting will be scheduled as necessary.

Direct Finance Committee meetings to occur within 60 days after the close of each fiscal quarter, or as otherwise directed by the committee. This will provide some flexibility to schedule meetings around individual calendars, holidays, and months, such as May, that are already meeting heavy and primarily focused on agency finances. This would provide four Finance Committee meetings annually in which quarterly budget versus actual reporting would take place, as well as budget projections for the balance of the fiscal year.

STAFF RECOMMENDATION

1. Approve the proposed 2025 Meeting Calendar for the Fire Authority, which meets the second Tuesday of every month and includes the addition of two Budget Workshops on April 16 and May 21, 2025.
2. Remove Finance Committee meetings from the calendar.
 - A. Approve quarterly Finance Committee meetings occurring within 60 days after the close of each fiscal quarter, or as otherwise directed by the committee.
 - B. Finance Committee members to determine meeting dates once seated.

Attachment A: Proposed 2025 Meeting Calendar

2025

Big Bear Fire Authority: 5:00 p.m.

Attachment A

BBFA Board Workshop: 4:30 p.m. BBFA Finance Committee: 10:00 a.m.

JANUARY						
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FEBRUARY						
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MARCH						
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APRIL						
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MAY						
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JUNE						
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AUGUST						
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SEPTEMBER						
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OCTOBER						
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NOVEMBER						
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DECEMBER						
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28	29	30	31			

Fire Authority

FA Board Workshop

Finance Committee

Holidays

BIG BEAR FIRE AUTHORITY
Ad Hoc Strategic Planning Committee Meeting of October 29, 2024

Staff Notes

OPEN SESSION

CALL TO ORDER

An Ad Hoc Strategic Planning Committee meeting of the Big Bear Fire Authority was called to order by Director Putz at 9:00 a.m., on October 29, 2024, at 41090 Big Bear Boulevard, Big Bear Lake, California.

Committee Board Members Present: Director Melnick, Director Putz, Director Rowe, and Vice Chair Segovia

Ex Officio Committee Members Present: Jon Bidwell and Andrew Crane

Committee Board Members Absent: None

Staff Present: Fire Chief Jeff Willis, Assistant Chief/Fire Marshal Luke Wagner, Director of Business Services Kristin Mandolini, Assistant Authority Counsel Nicholaus Norvell, Special Authority Counsel Richard Wall, and Board Secretary Chardelle Smith

MOMENT OF SILENCE Observed

PLEDGE OF ALLEGIANCE: Led by Vice Chair Segovia

PUBLIC COMMUNICATION

Theodore Trentman, Big Bear City: commented on an individual within the community attending various entity meetings and becoming disruptive. He stated this individual is bringing false accusations within the community and is not even registered to vote within the community. He mentioned it concerns him that people would use the podium to deceive our community.

Joyce, Big Bear City: commented that we have a right to speak. She commented on the measure through the Bear Valley Community Hospital. She stated we are here to talk about policies and that's what we should stick to.

DISCUSSION ITEMS

1. Strategic Planning Discussion and Approach

Chief Willis opened the meeting with the background on the current discussion regarding sources of additional revenue, with three identified as the most realistic. Those three are a possible Community Facilities District (CFD), TOT monies, and a recreation safety fee.

Willis provided the background regarding the current CFD within the Big Bear City Community Services District (CSD) side of the valley. He mentioned this CFD is split into two parts, one portion towards facilities and the other set for fire personnel.

Special Authority Counsel Richard Wall was introduced and provided information on the possible citizens' initiative and what the makings of a Community Facilities District would look like to the Authority.

Discussion ensued regarding a CFD that would act as a TOT and would be placed on visitors, specifically properties zoned as R-3, being hotels/motels-based businesses. Placing it on new development within the department's jurisdiction was also discussed.

ACTION: By consensus, the Ad Hoc Strategic Planning Committee agreed to bring the following discussions back to the full Board at the November 12th Regular Board meeting:

1. Possibly meet with the County regarding the TOT monies being collected
2. A possible JPA wide TBID
3. Forming a Community Facilities District
4. Forming a Foundation

ADJOURNMENT

With no further business to come before the Ad Hoc Strategic Planning Committee, Director Putz adjourned the meeting at 10:44 a.m.

Chardelle Smith, Board Secretary