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JOINT EXERCISE OF POWERS AGREEMENT CREATING AN AGENCY TO BE KNOWN AS THE BIG BEAR FIRE AUTHORITY

This JOINT EXERCISE OF POWERS AGREEMENT (the "Agreement") is dated this 21st day of June, 2012, for reference purposes only, and is entered into by and between the undersigned parties. The undersigned parties may be referred to herein individually as "Party" or collectively as "Parties."

RECITALS

WHEREAS, the Joint Exercise of Powers Act, codified at California Government Code title 1, division 7, chapter 5, commencing with section 6500 *et seq*, permits two or more public agencies to jointly exercise any powers common to both agencies; and

WHEREAS, the Parties each provide fire prevention and protection services, and medical aid services, in their respective service areas; and

WHEREAS, the Parties each employ fire and medical administrative services personnel, fire and medical operations personnel, and various other fire and medical personnel; and

WHEREAS, the public interest, convenience, and necessity require a framework for potential future joint consolidation, combination, sharing, employment, hiring, retention, release, management, and administration of fire and medical administrative services personnel, fire and medical operations personnel, and any other fire and medical personnel among the Parties, all for cost saving purposes and operational effieiencies, possible future full consolidation of all fire and medical services of the Parties, and for the benefit of the persons residing in the Parties' service areas and the Big Bear area in general; and

WHEREAS, such consolidation, combination, sharing, employment, hiring, retention, release, management, and administration will result in greater ability to serve the fire and medical service areas of the Parties, and will result in increases in operational efficiencies and cost savings; and

WHEREAS, the Parties are each empowered by law with the powers to consolidate, combine, share, employ, hire, retain, release, manage, and administer fire and medical administrative services personnel, fire and medical operations personnel, and any other fire and medical personnel; and

WHEREAS, it has been determined by each of the Parties that the best interest of the Parties, as well as of the public in general, will be served if the possible consolidation, combination, sharing, employment, hiring, retention, release, management, and administration of fire and medical administrative services personnel, fire and medical operations personnel, and any other fire and medical personnel, is an option for the future control of a joint powers authority created by the Parties to and by this Agreement; and

WHEREAS, each Party owns and/or operates various fire prevention and suppression equipment, medical equipment, and associated property and assets; and

WHEREAS, the public interest, convenience, and necessity require a framework for consolidation, combination, sharing, acquisition, purchase, use, operation, repair, maintenance, disposal, administration, and management of existing and future fire prevention and suppression equipment, medical equipment, and associated property and assets among the Parties, all for cost saving purposes and operational efficiencies, possible future full consolidation of all fire and medical services of the Parties, and for the benefit of the persons residing in the Parties' service areas and the Big Bear area in general; and

WHEREAS, such consolidation, combination, sharing, acquisition, purchase, use, operation, repair, maintenance, disposal, administration, and management will result in greater ability to serve the fire and medical service areas of the Parties, and will result in increases in efficiencies and cost savings; and

WHEREAS, the Parties are each empowered by law with the powers to acquire, purchase, use, operate, repair, maintain, dispose, administer, and manage existing and future fire prevention and suppression equipment, medical equipment, and associated property, and assets; and

WHEREAS, it has been determined by each of the Parties that the best interest of the Parties, as well as of the public in general, will be served if the existing and future fire prevention and suppression equipment, medical equipment, and associated property and assets are under the control of a joint powers authority created by the Parties to and by this Agreement; and

WHEREAS, attached hereto as Attachment "A" and incorporated herein by this reference is a list of the equipment, property and/or assets owned by each Party as of the execution of this Agreement; and

WHEREAS, it is the intent and desire of the Parties to establish a public entity, separate and apart from the Parties hereto, as hereinafter described and set forth, which entity shall then set about the task of accomplishing the purpose of this Agreement.

AGREEMENT

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

1. **Recitals.** The recitals above are true and correct, and are hereby incorporated into the terms of this Agreement as though fully set forth herein.

2. **Term.** The term of this Agreement shall commence as of the date the Parties have fully executed this Agreement and continue until terminated pursuant to the terms of this Agreement.

3. **Definitions.** Except where the context otherwise clearly requires, the following words and phrases shall have the meanings specified below:

"Act" shall mean the Joint Exercise of Powers Act of the State of California, commencing with California Government Code Section 6500, as now existing or as may hereinafter be amended or supplemented.

"Agreement" shall mean this Joint Exercise of Powers Agreement by and between the Parties, as supplemented, amended and/or restated from time to time.

"Authority" shall mean the Big Bear Fire Authority, a joint powers authority created by this Agreement in accordance with the Act.

"Authority Area" means that geographic area encompassing the total combined jurisdictional boundaries of the Parties, as currently existing and as may be expanded by annexation, addition of future parties to the Agreement, or otherwise lawfully changed from time to time.

"Board" or "Board of Directors" means the governing body of the Authority as established by this Agreement.

"Fiscal Year" means July 1 of one year through June 30 of the following year.

"JAMS" means the private alternative dispute resolution provider formerly known as the "Judicial Arbitration Mediation Services, Inc." and now legally known as "JAMS, The Resolution Experts."

"Parties" shall mean more than one of the signatories of this Agreement.

"Party" shall mean one of the signatories of this Agreement.

4. Creation and Powers of Authority.

4.1 Purpose of Authority. This Agreement is made pursuant to the Act as it relates to the joint exercise of powers common to the Parties.

(a) The purposes of this Agreement are to:

(i) Exercise powers for the consolidation, combination, sharing, employment, hiring, retention, release, management, and administration of various fire and medical administrative services personnel, and various fire and medical operations personnel, and any other fire and medical personnel, all for the benefit of the persons residing in the Parties' service areas and the Big Bear area in general.

(ii) Exercise powers for the acquisition, purchase, use, operation, repair, maintenance, disposal, administration, and management of existing and future fire prevention and suppression equipment, medical equipment, and associated property and assets owned by the Parties.

(b) Such purposes shall be accomplished, and said common powers exercised, in the manner set forth in this Agreement. The Parties each possess the powers necessary or convenient for the accomplishment of such purposes.

4.2 Authorization to Create. This Agreement is authorized by, and entered into pursuant to, the Act and other applicable laws of the State of California.

4.3 Creation of Authority. There is hereby created a public entity to be known as the "Big Bear Fire Authority." The Authority is formed by this Agreement pursuant to the Act. The Authority shall be a public entity separate from the Parties. The debts, liabilities and obligations of the Authority shall be the debts, liabilities and obligations of the Authority alone and not of one or more of the Parties.

4.4 Authority Area. The geographic boundaries of the Authority shall be coextensive with those of the Parties, as currently existing and as may be expanded by the addition of new parties, annexation, or otherwise lawfully changed from time to time.

4.5 Powers and Responsibilities of Authority. The Authority shall possess, in addition to the powers common to the Parties, all the powers authorized pursuant to the Act consistent with the terms of this Agreement and necessary to carry out the purposes of this Agreement. The Authority may exercise such powers in accordance with the provisions of this Agreement and the Act and shall include, but not be limited to, the power of the Authority in its own name to do any of the following:

(a) To study, plan and implement ways and means to acquire, purchase, use, operate, repair, maintain, dispose, administer, and manage existing and future fire prevention and suppression equipment, property and assets for use within the Authority Area.

(b) To consolidate, combine, share, employ, hire, retain, release, manage, and administer fire and medical administrative services personnel, fire and medical operations personnel, and any other fire and medical personnel necessary or appropriate to the full exercise of the Authority's powers.

(c) To employ professional staff, personnel and all other employees who may be necessary or appropriate to the full exercise of the Authority's powers.

(d) To make and enter into such contracts as the Authority deems necessary or appropriate, including, but not limited to, contracts or agreements with federal, state or local government agencies, and contracts or agreements with any private business or non-profit entity.

(e) To contract for the services of contractors, engineers, attorneys, and other consultants, advisors and agents as the Authority deems necessary or appropriate.

(f) To acquire by purchase, trade, contract, eminent domain or otherwise, and to hold and dispose of real and personal property, as the Authority deems necessary or appropriate.

(g) To acquire, purchase, lease, or contract for the use of, and to use, operate, repair, maintain, dispose of, administer, and manage, all Authority fire prevention and suppression equipment, medical equipment, real property, personal property, and all other equipment, property or assets acquired in the future by the Authority.

(h) To acquire, lease, or contract for the use of, and to use, operate, repair, maintain, administer, and manage, all fire prevention and suppression equipment, medical equipment, real property, personal property, and all other equipment, property or assets of the Parties listed on Attachment "A" attached hereto and incorporated herein by this reference, as may be provided to the Authority by a lease or other agreement.

(i) To accept gifts, bequests, donations or grants made to the Authority.

(j) To adopt and enforce rules and regulations for the acquisition, purchase, use, operation, repair, maintenance, disposal, administration, and management of existing and future fire prevention and suppression equipment, property, and assets.

(k) To adopt and enforce rules and regulations for the consolidation, combination, sharing, employment, hiring, retention, release, management, and administration of various medical and fire administrative services personnel, and various medical and fire operations personnel, and any other fire and medical personnel as the Authority deems necessary or appropriate to the full exercise of the Authority's powers.

(l) To incur debts, liabilities or obligations, issue bonds, certificates of participation, or other evidence of indebtedness, and borrow from any source including, without limitation, local governments, the State of California, and the federal government.

(m) To enter into leases, installment sale contracts and installment purchase contracts.

(n) To sue and be sued.

(o) To apply for, accept, and receive state, federal or local licenses, permits, grants, loans or other aid from any federal, state or local government agency, non-profit or private entity as the Authority deems necessary or appropriate.

(p) To purchase, maintain, and dispose of any bonds, insurance, self-insurance and/or insurance pooling as the Authority deems necessary or appropriate.

(q) To enter into mutual and automatic aid agreements with any federal, state or local government agency, and to provide mutual aid assistance pursuant to any mutual aid agreement involving any of the Parties, or pursuant to any mutual aid agreement hereafter adopted or amended.

(r) To exercise any other powers common to both Parties related to fire and medical services, including, but not limited to, common powers of the Parties set forth in the California Fire Protection District Law of 1987, as amended from time to time, and common

powers of the Parties set forth in the California Community Services District Law, as amended from time to time.

(s) To collect revenue and funding through the assignment or transfer of tax or assessment revenue by the Parties (when separately agreed upon by the Parties), or to collect revenue and funding by any other means as permitted by law and as determined appropriate by the Authority and the Parties pursuant to this Agreement, and to adopt a budget.

(t) To establish a treasury for the deposit and disbursement of revenue and funding, according to the policies and procedures set forth in this Agreement and as provided by law.

(u) To invest any money held in the treasury that is not required for immediate necessities of the Authority, as the Authority determines is advisable and as is permitted by law.

(v) To perform all acts necessary or convenient to carry out fully the purposes of this Agreement.

The listing of the above acts is not intended to indicate any priority of one act over another. Nor is such listing intended to be inclusive, and other acts may be done in the accomplishment of the purposes of this Agreement as are authorized by law or otherwise. One or several acts may take place concurrently or in sequence.

4.6 Manner of Exercise of Powers. The powers of the Authority shall be limited only by the terms of this Agreement, the Act, and applicable law, as amended from time to time. To the extent not specifically provided for in this Agreement or the Act, the Authority shall exercise its powers in the manner and according to methods provided under the California Fire Protection District Law of 1987 (California Health & Safety Code, §§ 13800 et seq.), as amended from time to time.

4.7 Equipment and Facilities.

(a) *Future Equipment and Facilities.* All fire prevention and suppression equipment, medical equipment, and associated property, real property, improvements to real property, and assets acquired in the future by the Authority, separate from that set forth in Attachment "A" hereto, shall be held in the name of the Authority and for the benefit of the Authority in accordance with the terms of this Agreement. The Authority shall be responsible for the costs of operating, maintaining, and insuring such equipment, property, improvements, and assets.

(i) Prior to entering into any leases, purchases or acquisitions of real property from a third party, or contracting for the construction of improvements to real property, the Parties shall agree in writing as to the terms of such lease, purchase, acquisition, or contract for construction of improvements, and the terms and method of distribution of such real property and improvements resulting from termination of this Agreement and dissolution of the Authority.

(ii) The Authority shall permit the Parties to use, operate, or transport the fire prevention and suppression equipment, medical equipment, personal property, and other equipment, property or assets on an "as-needed" basis for fire prevention and protection operations when such use is requested by one or more of the Parties. The Parties shall not permit any individual to use, operate or transport the fire prevention and suppression equipment, medical equipment, personal property, and other equipment, property or assets unless that individual is properly trained and authorized to do so.

(b) *Existing Equipment and Facilities.* Set forth in Attachment "A" hereto are the schedules of fire prevention and suppression equipment, medical equipment, personal property, and other equipment, property or assets currently owned by each Party that are to be provided for the Authority's use for the purposes set forth herein. All assets listed on Attachment "A" shall continue to be that Party's property; however, during the term of this Agreement, such property will be used by the Authority for the purposes of this Agreement pursuant to a separate lease entered into by the Authority and the individual Party which owns such property, substantially in the form attached hereto as Attachment "B" (except that any real property leases may require revision and insertion of additional terms to Attachment "B"). Upon execution of such a lease, the Authority shall be responsible for all costs of operating, maintaining, and insuring such fire prevention and suppression equipment, medical equipment, real property, personal property, and other equipment, property or assets except as otherwise specified in the lease. Unless and until such a lease is executed, the fire prevention and suppression equipment, medical equipment, personal property, and other equipment, property or assets listed on Attachment "A" shall continue to be governed by that certain SHARED SERVICES AGREEMENT attached hereto as Attachment "C" and incorporated herein by this reference.

(i) The Authority shall permit the Parties to use, operate, or transport the fire prevention and suppression equipment, medical equipment, personal property, and other equipment, property or assets on an "as-needed" basis for fire prevention and protection operations when such use is requested by one or more of the Parties. The Parties shall not permit any individual to use, operate or transport the fire prevention and suppression equipment, medical equipment, personal property, and other equipment, property or assets unless that individual is properly trained and authorized to do so.

4.8 Personnel. All medical and fire administrative services personnel, and all medical and fire operations personnel, employed by the individual Parties prior to the exercise of the powers set forth in Sections 4.5(b)-(c) herein the Authority, shall remain employees of their respective Party unless and until the Authority affirmatively employs such personnel pursuant to its powers. No express or implied employment contract between the employee and the Authority exists as a result of this Agreement.

4.9 Shared Services Agreement.

(a) The Big Bear City Community Services District and the Big Bear Lake Fire Protection District shall continue to be bound by the terms and conditions of that certain SHARED SERVICES AGREEMENT attached hereto as Attachment "C" and incorporated herein by this reference, as may be amended from time to time or otherwise terminated by the Parties.

(b) Notwithstanding Section 4.9(a), upon the execution of a lease with the Authority for fire prevention and suppression equipment, medical equipment, real property, personal property, and other equipment, property or assets pursuant to Section 4.7(b) and Attachment "B", the Big Bear City Community Services District and the Big Bear Lake Fire Protection District hereby automatically terminate Section 6 of that certain SHARED SERVICES AGREEMENT in favor of this Agreement with respect to such equipment, property or assets. All other portions of such SHARED SERVICES AGREEMENT are hereby restated and incorporated herein by this reference as though fully set forth herein. To the extent that any portion of such SHARED SERVICES AGREEMENT conflicts with the provisions of this Agreement, this Agreement shall have priority.

5. Governing Body and Officers.

5.1 Governing Body.

(a) The Authority shall be governed by a governing body known as the "Board of Directors" or "Board". Each director on the Board shall be from the elected or appointed membership of the governing body of the respective Party.

(b) The initial Board shall consist of a total of ten (10) directors, as follows: the five (5) elected or appointed members of the Big Bear City Community Services District's governing body and the five (5) elected or appointed members of the Big Bear Lake Fire Protection District's governing body.

(c) Each director shall hold office immediately upon taking elected or appointed office of the Party he or she represents, and shall serve until they are no longer a member of the governing board of the Party they represent.

(d) If a Party's director ceases to be a member of a Party's governing body, that position on the Board shall be deemed vacated effective concurrent with the date that the person legally ceases to be a member of the Party's governing body.

(e) A director may receive such compensation from the Authority for services as may from time to time be established by the Board, subject to the limits of applicable law. In addition, a director may be reimbursed for necessary and actual expenses incurred by such director in the conduct of the Authority's official business as permitted by policies adopted by the Board.

(f) All the power and authority of the Authority shall be exercised by the Board, subject, however, to the rights reserved by the Parties as set forth in this Agreement; provided, however, that the Board may delegate such powers and authority to a Fire Chief and others as the Board deems appropriate.

(g) The Board may act only by ordinance, resolution or motion passed pursuant to the requirements of this Agreement, the Act, and any other applicable law.

(h) The Board may adopt and enforce internal Authority bylaws, policies, rules, and regulations, and establish committees or sub-committees of its members.

5.2 Officers.

(a) *Chair and Vice Chair.* The Board shall appoint a Chair and a Vice Chair from among its directors at the first meeting of the Board and thereafter annually. In the event that the Chair or Vice Chair so appointed resigns from such office or ceases to be a member of the Board, the resulting vacancy shall be filled at the next regular meeting of the Board held after such vacancy occurs. The Chair and Vice Chair shall hold office for a period of one year (during dates determined by the Board) or until a successor is appointed and assumes the office; provided, however, that the Board may provide that the first Chair and Vice Chair so appointed shall hold office from the date of their appointment for a period longer than one year.

(i) The Chair, or in the Chair's absence the Vice Chair, shall preside at and conduct all meetings of the Board and execute agreements and other official instruments on behalf of the Authority. In the absence or inability of the Chair to act, the Vice Chair shall act as Chair.

(b) *Secretary.* The Board may select, appoint, or employ an Authority Secretary, but the Authority Secretary is not required to be a director. The Authority Secretary shall be responsible for preparation and retention of the minutes and other records of the Authority and shall perform such other duties specified by the Board.

(c) *Treasurer.* Upon execution of this Agreement, the Treasurer or other designated officer or employee of the Big Bear Lake Fire Protection District shall be the Authority Treasurer. The Authority Treasurer shall perform such duties as are set forth in this Agreement and any other duties specified by the Board or as required by the Act, and shall perform the duties specified in Government Code section 6505.5, as amended from time to time. The Authority Treasurer shall be the depositary of funds and shall have custody of all money of the Authority, from whatever source.

(i) The Board may at any time select, employ, or appoint a new or different Authority Treasurer who shall be: (1) the Treasurer of one of the Parties; (2) a certified public accountant; or (3) such other officer or employee of one of the Parties as the Board shall deem qualified to act as the Authority Treasurer, so long as permitted by law.

(d) *Auditor/Controller.* Upon execution of this Agreement, the Authority Auditor or Authority Controller shall be the same officer or employee of the Big Bear Lake Fire Protection District serving as the Authority Treasurer. The Authority Auditor or Authority Controller shall perform such duties as are set forth in this Agreement and any other duties specified by the Board or as required by the Act.

(i) The Board may at any time select, employ, or appoint a new or different Authority Auditor or Authority Controller who shall be: (1) the auditor or controller of one of the Parties; or (2) such other officer or employee of one of the Parties as the Authority shall deem qualified to act as Authority Auditor or Authority Controller, so long as permitted by law.

(e) *Fire Chief.* The Board may supervise and direct the actions of a Fire Chief, and may select, appoint, or employ a Fire Chief upon separate agreement of the Parties

with the Authority. The Fire Chief shall be the chief administrative officer of the Authority, and shall be responsible to the Board for the proper and efficient administration of the Authority as is or hereafter may be placed in his or her charge, or under his or her jurisdiction or control, pursuant to the provisions of this Agreement, or of any ordinance, resolution, bylaw or minute order of the Board. In the event that the Parties employ more than one Fire Chief in the Authority Area, the Board shall appoint one of such Fire Chiefs as the chief administrative officer of the Authority.

(i) The Parties expressly agree that the Board may direct the actions of a Fire Chief on behalf of all Parties pursuant to the terms of this Agreement, the provisions of Section 3 of that certain SHARED SERVICES AGREEMENT attached hereto as Attachment "C", and as permitted by law.

(ii) The Parties also expressly agree that the Board shall supervise and direct the Fire Chief on all matters relating to the provision of fire and medical services only in the Authority Area, notwithstanding the provisions of Section 3.2(c) of that certain SHARED SERVICES AGREEMENT attached hereto as Attachment "C".

(f) *Other Officers and Staff.* The Board may select, appoint, or employ any other officers, staff or professional and expert services as may be necessary or appropriate to accomplish the purposes of this Agreement, including but not limited to, legal counsel, financial consultants, accountants, engineers, architects, contractors, appraisers and any other consultants and advisors, which may be a corporation, partnership, firm or individual. Any staff or professional or expert services may be supplied by a Party to this Agreement as a contribution to the operations of the Authority.

(g) *Duties.* All officers and staff of the Authority shall serve at the pleasure of the Board, unless the employment status of such officers and staff is otherwise determined by applicable law. The duties of the various officers and staff shall be established by bylaws adopted by the Board, by other Board action, or by applicable law.

6. Organization and Procedures.

6.1 Principal Offices.

(a) *Principal Business Office.* The initial principal business office of the Authority shall be 41090 Big Bear Blvd, Big Bear Lake, CA 92315, or as otherwise determined by the Board. The Board may change the principal business office from time to time from one location to another within the Authority Area. Any change shall be noted by the Authority Secretary, but shall not be considered an amendment to this Agreement.

(b) *Principal Governance Office.* The initial principal governance office of the Authority shall be the existing City of Big Bear Lake Civic Center known as Hofert Hall, located at 39707 Big Bear Blvd, Big Bear Lake, CA 92315, or as otherwise determined by the Board. The Board may change the principal governance office from time to time from one location to another within the Authority Area. Any change shall be noted by the Authority Secretary, but shall not be considered an amendment to this Agreement.

6.2 Meetings.

(a) The Board shall meet at the principal governance office of the Authority or at such other place as may be designated by the Board for its regular, adjourned regular, and special meetings; provided, however, that at least one regular meeting shall be held in each quarter.

(b) The dates upon which, and the hour and place at which, any regular meeting shall be held shall be fixed by resolution of the Board and a copy of such resolution shall be provided to each member of the Board, and to the Parties. Notwithstanding the foregoing, any Party, by a majority vote of its governing body, may call a meeting of the Board so long as reasonable notice is provided to the Authority and the other Party or as required by law.

(c) Regular, adjourned and special meetings shall be called and held in the manner as provided in the Brown Act (California Government Code title 5, division 2, chapter 9, commencing at section 54950).

6.3 Quorum and Votes.

(a) Six (6) directors of the Board shall constitute a quorum for the purpose of transacting business.

(b) The affirmative vote of a majority of the quorum (i.e., at least four (4) votes) shall be required for the Authority to take action, except:

(i) where different voting requirements are provided for by applicable law; and

(ii) approval of budgets, issuance of any bonds, exercise of eminent domain, approval of all Authority purchases over Twenty-Five Thousand Dollars ($25,000), and incurrence of any debts, liabilities, obligations, certificates of participation or other evidence of indebtedness over Twenty-Five Thousand Dollars ($25,000) shall require seven (7) or more affirmative votes of the entire membership of the Board.

(c) In the absence of a quorum at any meeting of the Board, a majority of the directors present, or the Authority Secretary in the absence of all directors, may adjourn the meeting from time to time without further notice, but no other business may be transacted.

6.4 Authority to Expend Revenues. The Board shall authorize the expenditure of any and all funds of the Authority. Authorized expenditures shall include, but not be limited to, payments toward incurred debt, equipment and personal property purchases, real property purchases and improvements, repair and maintenance costs, construction costs, reimbursement of Parties' contributions (including the costs of use of Party employees), and any other obligations authorized by the Board pursuant to the purposes of this Agreement and the powers of the Board.

6.5 Minutes. The Authority Secretary shall keep or cause to be kept, at the principal business office, the principal governance office, or such other place as the Board may order, a

book or electronic copy of minutes of all meetings of the Board and its committees as required by law, with the time and place of holding, whether regular or special, and if special how authorized, the notice thereof given, the names of those present at the meetings, and the proceedings thereof. As soon as practicable after each meeting, the Authority Secretary shall cause a copy of the minutes to be forwarded to each director of the Board, and to the Parties.

7. **Financial Provisions.**

7.1 Initial Advance. Upon the execution of this Agreement, each Party shall forthwith advance to the Authority the sum set forth below as initial start-up funding for the Authority for use until the adoption of the initial budget and payment of invoices as provided below. These amounts shall be applied as advances toward a Party's contribution for the initial budget.

Big Bear City Community Services District	$ 185,750.00
Big Bear Lake Fire Protection District	$ 185,750.00

7.2 Funding. For subsequent years, each Party shall make a contribution to the Authority to pay that Party's proportionate share of expenses under the annual budget, approved by the Board, and any other expenses of the Authority based on the percentages in the table set forth below.

Big Bear City Community Services District	Fifty Percent (50%)
Big Bear Lake Fire Protection District	Fifty Percent (50%)

Any Party may contribute staff or personnel time to the Authority when approved by the Authority and the Parties, and that Party shall receive credit towards any such annual contributions to the Authority based on the actual costs of the contributed staff or personnel time.

7.3 Capital Purchases. Notwithstanding Section 7.2 above, the Parties may agree to a different proportion of funding contributions required from the Parties for capital purchases when equity so requires.

7.4 Budget. Within one year after the first meeting of the Board, and thereafter prior to the commencement of each successive Fiscal Year, the Board shall adopt an annual budget for expenditures and revenues of the Authority under this Agreement for the ensuing Fiscal Year. Each Party shall be provided with a copy of the proposed budget at least 30 days before the Board's approval, and within this period shall have the opportunity to review the proposed budget and submit comments on it to the Authority.

7.5 Invoicing. Upon completion of the initial budget, and thereafter at such other intervals as determined appropriate by the Board, the Authority shall determine the amount of the budget expenses payable during the ensuing period pursuant to each Party's share of expenses required by this Agreement, and the budget approved by the Board. The Authority shall submit to each Party an invoice showing the Party's share for the applicable period together with a calculation of the Party's share. Each Party shall pay to the Authority the amount

invoiced within 30 days after the date of the invoice. Any amount not paid within 60 days of the date of an invoice shall be delinquent.

7.6 Payment of Prior Costs. The Board may agree to reimburse any Party for any costs related to this Agreement incurred prior to execution of this Agreement.

7.7 Default and Delinquency. Any Party which defaults in its obligation to pay or advance any amounts due pursuant to this Agreement after such amounts have become delinquent shall be deemed to have waived and relinquished any rights and benefits it may have under this Agreement. Any defaulting Party shall pay to the Authority interest on the unpaid amount at the rate of 10% per annum, or the maximum rate allowed by law if it is less than 10% per annum, until the overdue invoice amount is paid in full. In the event of a default, the non-defaulting Party may immediately terminate this Agreement. If the Agreement is terminated pursuant to this section, then the defaulting Party shall remain liable for payment of its share of debts, liabilities and obligations under this Agreement incurred prior to the date of termination, plus interest.

7.8 Accounting. The Authority shall maintain strict accountability of all funds, receipts and expenses, and shall keep and maintain appropriate records and accounts of all funds, receipts and expenses under this Agreement in accordance with generally accepted accounting practices for California public agencies and the requirements of the Act. The Authority shall allow any Party, or any of its employees, accountants, attorneys or agents to review, inspect, copy and audit any such records and accounts.

7.9 Record of Contributions. The Authority shall maintain records of all fire prevention and suppression equipment, medical equipment, and associated property and assets contributed by each Party and by the Authority, including any staff resources contributed to the Authority.

7.10 Audit. The records and accounts of the Authority shall be audited annually by an independent certified public accountant and copies of such audit reports shall be filed with the State and each Party pursuant to the requirements of law and the agreement of the Parties.

7.11 Expenditures. The Board shall establish and comply with a system and procedure for the review and approval of Authority expenditures and claims and the drawing and signing of Authority warrants or checks. All expenditures shall be consistent with the approved budget, except as otherwise determined by the Board.

8. Debts, Liabilities, Obligations.

8.1 Of Authority. Subject to all applicable laws, all debts, liabilities, and obligations of the Authority shall be those of the Authority, and do not constitute debts, liabilities, or obligations of any one or more of the Parties. The responsibilities and obligations of each Party to this Agreement shall be solely as provided in this Agreement, or as provided in supplemental agreements or amendments as shall be executed by the Parties.

8.2 Prior to Execution. The debts, liabilities and obligations of each Party in existence or accrued as of the full execution of this Agreement shall remain the debts, liabilities

and obligations of that Party and shall not be assumed by or transferred to the Authority. After the execution of this Agreement by both Parties, however, any debt, liability or obligation of the Authority must be expressly approved or accepted by the Authority.

9. **Indemnity and Hold Harmless.**

9.1 Acts Within the Scope of Agreement. Due to the fact that this Agreement partially consolidates and integrates the administration and operations of the Parties, and provides for the potential future full consolidation and integration of the Parties' fire and medical services components, each Party hereby agrees that while the Parties or the Authority are acting within the scope of their authority under this Agreement, liability for any claims, demands, causes of action, costs, expenses, liability, loss, damage, or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or in connection with this Agreement, shall be borne by the Parties collectively and proportionately in accordance with the contributions agreed upon in Section 7.2 of this Agreement, with legal counsel for such purposes agreed upon jointly by the Parties.

9.2 Acts Outside the Scope of Agreement. Each Party ("the Indemnifying Party") shall defend, indemnify, and hold harmless the Authority and the other Parties, and their respective elected officials, officers, employees, agents and volunteers, from and against any and all claims, demands, causes of action, costs, expenses, liability, loss, damage, or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or in connection with the negligent or wrongful acts, errors or omissions of the Indemnifying Party or its elected officials, officers, employees, agents or volunteers when acting outside of the scope of this Agreement.

9.3 Survival. These defense, indemnification, and hold harmless obligations shall survive and continue in full force and effect after withdrawal of any Party from this Agreement or termination of this Agreement for any reason with respect to any negligent acts, errors or omissions that occurred before the date of such withdrawal or termination.

10. **Termination, and Withdrawal.**

10.1 Termination.

(a) If there are only two Parties to this Agreement, either Party may terminate the Agreement with an effective termination date of June 30 of any Fiscal Year, provided that written notice is provided to, and received by, the Authority and the other Party by the terminating Party no later than June 30 of the prior Fiscal Year, as expressed by vote of the governing body of the terminating Party. Any terminating Party shall be obligated to pay that Party's contributions agreed upon in Section 7.2 of this Agreement for the Fiscal Year ending on the effective date of termination.

(b) The Parties may all jointly agree by written consent to terminate the Agreement, as expressed by resolution of the governing boards of all Parties (passed by vote of the membership of the governing body of each Party). Such termination shall provide for adequate time to wind-up the affairs of the Authority and distribute any assets pursuant to this

Agreement. The Parties shall be obligated to pay their contributions agreed upon in Section 7.2 of this Agreement until the effective date of termination.

(c) If there are three or more Parties to this Agreement, this Agreement shall terminate upon the effective date of withdrawal from this Agreement of a Party or Parties pursuant to Section 10.2, if such withdrawal would result in only one Party remaining as a party to the Agreement.

10.2 Withdrawal.

(a) If there are three or more Parties to this Agreement, a Party may withdraw from the Authority with an effective date of June 30 of any Fiscal Year, provided that written notice is provided to, and received by, the Authority and all other Parties by the withdrawing Party no later than June 30 of the prior Fiscal Year, as expressed by vote of the governing body of the withdrawing Party.

(b) Any withdrawing Party shall be obligated to pay that Party's contributions agreed upon in Section 7.2 of this Agreement for the Fiscal Year ending on the effective date of withdrawal.

(c) Any withdrawing Party shall pay its proportional share of the debt of the Authority existing on the date of withdrawal, calculated based on the same proportions of contributions as agreed upon in Section 7.2 of this Agreement. Such payment may be a cash payment of the full amount or periodic payments as the debt becomes due and payable. Should the withdrawing Party choose to pay such amount as the debt becomes due and payable, such Party shall be responsible for all interest and finance costs due in addition to principal payments.

(d) Any pre-Agreement assets and property shown on Attachment "A" that are still controlled by the Authority shall be returned to the withdrawing Party, but the withdrawing Party forfeits any claim to the other equipment and other assets of the Authority unless the withdrawal results in termination of this Agreement pursuant to Section 10.2(c).

10.3 Disposition of Property Upon Termination. Upon termination of this Agreement, the assets and property of the Authority shall be distributed as follows:

(a) First, if either Party is in default of its obligation to pay or advance any amounts due to Authority pursuant to this Agreement, then any funds or assets of the defaulting Party shall be applied to the Authority in satisfaction of any such delinquency.

(b) Second, any other funds on hand shall be used to liquidate and wind-up the affairs of the Authority.

(c) Third, any surplus funds on hand remaining after satisfaction of subsections (a) and (b) above shall then be returned to the Parties in proportion to their proportional financial contributions made to the Authority.

(d) Fourth, any pre-Agreement assets and property shown on Attachment "A" that are still controlled by the Authority shall be returned to the Party owning the property at the

time of creation of the Authority; provided, however, that if any such property has been substantially improved, repaired or modified by Authority funds, it shall be distributed pursuant to subsection (e) below.

(e) Fifth, any remaining property and assets shall be divided and distributed amongst the Parties pursuant to separate agreement of the Parties entered into at that time. If such subsequent agreement is not successfully negotiated and agreed to within a reasonable period of time, then the remaining property and assets shall be sold and the net proceeds from any sale shall be distributed among the Parties in proportion to their financial and equipment contributions made to the Authority during the operation of this Agreement and any ancillary agreements.

11. **Conflict Resolution.** The Parties agree that any and all disputes, claims or controversies between the Parties arising out of or relating to performance of this Agreement, shall be resolved pursuant to the conflict resolution provisions as follows:

11.1 The Presidents or Chairmen of the Parties' boards of directors shall first meet and attempt in good faith to negotiate and resolve any dispute arising out of or relating to this Agreement, subject to subsequent approval of any such resolution by the respective boards of directors.

11.2 If the matter is not resolved by negotiation pursuant to Section 11.1 above, then the Parties agree that the matter shall be submitted to JAMS, or its successor, for mediation within a reasonable period of time after receipt of a written request from one Party to all other Parties requesting such mediation. The Parties shall cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings. The Parties agree that they shall participate in the mediation in good faith and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the Parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

11.3 If the matter is not resolved by negotiation pursuant to Section 11.1 above, or by subsequent mediation pursuant to Section 11.2 above, then the Parties shall submit the matter to JAMS, or its successor, for final and binding arbitration. Either Party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or at any time following 45 days from the date of filing the written request for mediation, whichever occurs first ("Earliest Initiation Date"). The mediation may continue after the commencement of arbitration if the Parties so desire. At no time prior to the Earliest Initiation Date shall either Party initiate an arbitration related to this Agreement except to pursue a provisional remedy that is authorized by law or by JAMS Rules or by agreement of the Parties. However, this limitation is inapplicable to a Party if the other Party refuses to comply with the mediation requirement of Section 11.2 above. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled until 15 days after the Earliest Initiation Date. The Parties will take such action, if any, required to effectuate such

tolling. The matter shall be determined by arbitration in San Bernardino County (or at other such location as agreed upon by the Parties) before three arbitrators. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules.

12. **General Provisions.**

12.1 Integration. This Agreement constitutes the sole, final, complete, exclusive and integrated expression and statement of the terms of this contract among the Parties concerning the subject matter addressed herein, and supersedes all prior negotiations, representations or agreements, either oral or written, that may be related to the subject matter of this Agreement, except those other documents that are expressly referenced in this Agreement.

12.2 Headings. The section and subsection headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

12.3 Consents. Whenever any consent and/or approval is required under this Agreement from any Party, said consent and/or approval shall not be unreasonably withheld.

12.4 Construction and Interpretation. It is agreed and acknowledged by the Parties that this Agreement has been arrived at through negotiation, and that each Party has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not apply in construing or interpreting this Agreement.

12.5 Waiver. The waiver at any time by any Party of its rights with respect to a default or other matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent default or matter.

12.6 Remedies Not Exclusive. The remedies provided in this Agreement are cumulative and not exclusive, and are in addition to any other remedies that may be provided by law or equity. The exercise by either Party of any remedy under this Agreement shall be without prejudice to the enforcement of any other remedy.

12.7 Severability. The invalidity, illegality or unenforceability of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

12.8 Successors and Assigns. Except as otherwise provided by law, the rights and duties of the Parties under this Agreement shall not be assigned or delegated without the prior written consent of the other Party. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void. Any approved assignment or delegation shall be consistent with the terms of any contracts, resolutions, indemnities and other obligations of the Authority then in effect, and may be subject to such additional reasonable conditions of approval imposed by the Party approving the assignment or delegation.

12.9 No Third Party Beneficiaries. This Agreement shall not be construed to create any third party beneficiaries. This Agreement is for the sole benefit of the Parties, and their

permitted successors, transferees and assignees, and no other person or entity shall be entitled to rely upon or receive any benefit from this Agreement or any of its terms.

12.10 Amendment. This Agreement may be modified or amended only by a subsequent written agreement approved by the governing board of each Party and executed by both Parties pursuant to the terms and conditions of this Agreement.

12.11 Governing Law and Venue. Except as otherwise required by law, this Agreement shall be interpreted, governed by, and construed under the laws of the State of California. The County of San Bernardino shall be venue for any state court litigation and the Central District of California shall be venue for any federal court litigation concerning the enforcement or construction of this Agreement.

12.12 Operation of Agreement. This Agreement shall become operative as of the date the Parties have fully executed this Agreement pursuant to Section 2 herein. However, notwithstanding anything to the contrary contained in this Agreement, unless and until the Parties receive and accept written notice, in a form satisfactory to all Parties, that the Authority and/or the Parties have obtained adequate insurance coverage protecting the Authority and the Parties against all acts contemplated under this Agreement, the Authority Board may meet to conduct preliminary business only but may not exercise any control or authority over fire and medical administrative services personnel, fire and medical operations personnel, any other fire and medical personnel, fire prevention and suppression equipment, medical equipment, and associated property and assets of the Parties. As used in this Section 12.12, preliminary business includes the following only:

(a) the adoption of an Authority budget;

(b) the appointment of an Authority Secretary, Authority Treasurer, and Authority Auditor;

(c) the selection of the Board's Chair and Vice-Chair;

(d) the selection of the times, places, and the manner of conducting any regular, adjourned regular, or special meetings of the Board;

(e) the adoption of internal Authority bylaws, policies, rules, and regulations;

(f) the establishment of committees and sub-committees;

(g) the receipt of information and updates from the Fire Chief, and the provision of direction to the Fire Chief concerning the administrative implementation of this Agreement; and

(h) other similar administrative matters reasonably within the purpose and intent of this Section 12.12.

12.13 Attorney Fees. In the event any legal action is brought to enforce or construe this Agreement, the prevailing party shall be entitled to an award of reasonable attorney fees, expert witness and consulting fees, litigation costs and costs of suit.

12.14 Notice. Any notice, demand, invoice or other communication required or permitted to be given under this Agreement shall be in writing and either served personally or sent by prepaid, first class U.S. mail and addressed as follows:

Big Bear City Community Services District:

Attn: President, Board of Directors
Big Bear City Community Services District
P.O. Box 558
Big Bear City, CA 92314

With Copy to:

Attn: Legal Counsel, Big Bear City Community Services District
Best Best & Krieger LLP
3390 University Avenue, 5th Floor
Riverside, CA 92501

Big Bear Lake Fire Protection District:

Attn: Chair, Board of Directors
Big Bear Lake Fire Protection District
P.O. Box 10000
Big Bear Lake, CA 92315

With Copy to:

Attn: Legal Counsel, Big Bear Lake Fire Protection District
Best Best & Krieger LLP
3390 University Avenue, 5th Floor
Riverside, CA 92501

Big Bear Fire Authority:

To Principal Business Office:
Attn: Chair, Board of Directors
Big Bear Fire Authority
41090 Big Bear Blvd
Big Bear Lake, CA 92315

To Principal Governance Office
Attn: Chair, Board of Directors

Big Bear Fire Authority
39707 Big Bear Blvd
Big Bear Lake, CA 92315

With Copy to:
Attn: Legal Counsel, Big Bear Fire Authority
[To Be Determined by Authority Board of Directors]

Any Party may change its address by notifying the other Party in writing of the change of address. Any notice or other communication served by personal delivery shall be deemed received when actually delivered. Any notice or other communication shall be deemed as received three days after deposit in United States mail, postage prepaid, return receipt requested.

12.15 Counterparts. This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Exercise of Powers Agreement as of the date last executed as set forth below.

BIG BEAR CITY COMMUNITY SERVICES DISTRICT

By _____
President, Board of Directors

Dated 7-10-12

ATTEST:

By _____
Board Secretary

APPROVED AS TO FORM:

_____
CSD Counsel

BIG BEAR LAKE FIRE PROTECTION DISTRICT

By _____
Chairman, Board of Directors

Dated _____

ATTEST:

By _____
Board Secretary

APPROVED AS TO FORM:

_____
District Counsel

ATTACHMENT "A"
SCHEDULE OF PROPERTY/EQUIPMENT/ASSETS

[Attached Behind This Page]

APPARATUS

BIG BEAR CITY FIRE DEPARTMENT

Capital Item	Radio Designator	Year Purchased	Estimated Life (Years)	Replacement Fiscal Year
KME Engine	E-291	2010	20	2030/31
KME Engine	E-292	2005	10	2010/11
Chevy Tahoe	CA-2921	2001	10	2012/13
Ambulance	MA-291C	2009	4	2013/14
Ambulance	MA-291B	2004	10	N/A
Ambulance	MA-292R	2002	10	N/A
Ambulance	MA-96	1999	10	N/A
Ambulance	MA-291R	1998	10	N/A
Chevy Pickup	UT-291	2003	10	N/A
Chevy Tahoe	UT-291A	2000	12	N/A
Ford Expedition	P-2950	2004	10	2014/15
Chevy Ambulance	MA-291	2007	10	2014/15
Chevy Tahoe	CA-2900	2008	10	2017/18
Chevy Ambulance	MA-291A	2007	10	2017/18
Brush Engine	BE-291	1999	20	2019/20
Squad	SQ-291	2004	15	2019/20
Chevy Ambulance	MA-292	2010	10	2019/20
Beck Engine	E-292A	1990	10	2020/21
Beck Engine	E-291R	1990	20	N/A
Snow Cat	SC-291	1979	30	N/A
Dodge RAM 2500	CA-2920	2010	10	2020/21
Water Tender	WT-291	2007	25	2031/32
Drum Chipper	N/A	2010	5	N/A
REO Engine	N/A	1936	N/A	N/A

APPARATUS

BIG BEAR LAKE FIRE DEPARTMENT

Capital Item	Radio Designator	Year Purchased	Estimated Life (Years)	Replacement Fiscal Year
Seagrave Engine	E-281	1989	25	2009/10
Dodge Pickup	U-281	2001	15	2016/17
Ford Explorer	3100	2006	10	2016/17
Ford Explorer	FPR-281	2006	10	2016/17
Ford F350	U-283	2010	8	2018/19
Ford Expedition	3101	2010	8	2018/19
Ford Type IV Engine	P-281	2010	8	2018/19
E-One Ladder Truck	T-281	2001	20	2021/22
Brush Engine	BE-281	2003	20	2023/24
KME Engine	E-282	2005	20	2025/26
Rescue	R-281	2006	20	2026/27
Trailer	IS-281	2009	20	2029/30
Water Tender	WT-281	2004	30	2034/35
FWD engine	N/A	1950	N/A	

BIG BEAR CITY FIRE DEPARTMENT
FIXED ASSETS ANALYSIS

Description	Purchased	Cost
Facilities		
Station 291 (APN 311-117-48)	6/30/1959	$1,162,063.00
Station 292 (APN 312-311-09)	1/30/1978	$217,272.00
Training Facility (APN 313-202-05)	6/30/2009	$91,895.00
Station Fictures and Furnishings		$88,293.00
Radios/Computers		
Pagers & Radios	5/11/2001	$5,475.00
Computer Network	6/7/2001	$8,568.00
Desktop Computers (7)	2/28/2009	$15,323.37
Laptops (3)	12/31/2008	$7,491.90
Computer Upgrades(Discoveries)	6/30/2005	$11,247.00
FD Radio Comm.Grant Project	6/30/2009	$29,036.10
Cardiac Monitors		
Lifepak 12 S/N None	1/1/1999	$18,136.00
Lifepak 12 S/N None	1/1/1999	$18,136.00
Lifepak 12 S/N 12551153	1/1/2001	$22,000.00
Lifepak 12 S/N 12520815	1/1/2001	$22,000.00
Lifepak 12 S/N 12520812	1/1/2001	$22,000.00
Lifepak 12 S/N 31036640	1/1/2001	$22,000.00
Lifepak 12 S/N 33628233	6/1/2009	$9,044.00
Lifepak 12 S/N 31099109	6/1/2009	$9,044.00

BIG BEAR LAKE FIRE PROTECTION DISTRICT
FIXED ASSETS ANALYSIS

Description	Purchased	Cost
Facilities		
Station 281 (APN 309-021-19)	12/2000	$ 3,519,765.00
Station 282 (APN 307-211-02	6/1996	$ 133,812.00
Station 283 (APN 2328-383-02)	6/1996	$ 133,812.00
Station 281 Fictures and Funishings	2/2000	$ 98,535.00
Radios/Computers		
Master III VHF 110 Base Station	2/2000	$ 10,839.00
Projector	5/2000	$ 5,015.00
Power Edge 2800 Computer Server	11/2006	$ 4,798.00
(10) Dell Computer Work Stations	11/2011	$ 10,909.00
Bertha Peak Repeator Equipment	6/2007	$ 18,846.00
Cardiac Monitors		
Lifepak 12 S/N 12437239	7/2000	$ 18,136.00
Lifepak 12 S/N 12744731	2/2001	$ 16,588.00
Lifepak 12 S/N 35074389	6/2008	$ 16,496.00
Lifepak 12 S/N11540244	4/2009	$ 11,384.00
Lifepak 12 S/N 33420663	5/2012	$ 14,997.00
Portable Equipment		
Amkus GH2S-XL 2 Power Unit S/N 03091545	10/2003	$ 5,395.00
Amkus 30 CX Spreader S/N 03084980	10/2003	$ 5,390.00
Amkus-25E Cutter S/N 3070566	2/2004	$ 3,580.00
Honda 11HP Snow Thrower HS1132TA	1/2010	$ 3,241.00
Other Miscellaneous Equipment		
Firecam S/N 123E	6/2004	$ 16,250.00
ISG Thermal Imaging Camera S/N 3370EV	6/2009	$ 9,043.00
Air Compressor/Fill Station	11/2001	$ 29,412.00
Fit Tester 3000 w/case	8/2003	$ 3,253.00
Posichek-3 Bench Tester S/N L04634	6/2006	$ 10,085.00
Mobile satellite 1-G74-201	9/2009	$ 8,320.00
Driver Training Simulator, ER 1500	12/2009	$ 215,814.00

BIG BEAR FIRE AUTHORITY

FY 2012-13

Capital Item	Owner	Radio Designator	Year Purchased	Original Cost	Estimated Life (Years)	Replacement Fiscal Year	Estimated Replacement Cost		Annual Set Aside
Pooled Administration									
2000 Chevrolet Tahoe	BBC	CA-2921	2000	42,030	12	2012-2013	75,000	1, 3	6,250
2000 Chevrolet Tahoe	BBC	UT 291A	2000	42,030	12	2012-2013	75,000	1, 3	6,250
2006 Ford Explorer	BBL	CH-3100	2006	21,600	12	2018-2019	29,000	2	2,400
2006 Ford Explorer	BBL	FP-281	2006	21,600	12	2019-2020	29,000	1, 2	2,400
2008 Chevrolet Tahoe	BBC	C-2900	2008	34,830	12	2020-2021	75,000	3	6,250
2010 Dodge 2500	BBC	CA-2920	2010	38,645	12	2022-2023	45,000	3	3,750
2010 Ford Expedition	BBL	CH-3101	2010	46,000	12	2022-2023	75,000	2	6,300
2010 Ford F350	BBL	U-282	2010	48,000	12	2022-2023	65,000	2	5,400
						Calculated Set Aside			**$39,000**
						50% Cost Share			**$19,500**

1. This vehicle is not scheduled for replacement.
2. Equipment owned by Fire District proposed to be included in Joint Powers Agreement (JPA).
3. Equipment owned by Community Services District proposed to be included in Joint Powers Agreement (JPA).

ATTACHMENT "B"
MODEL LEASE AGREEMENT

EQUIPMENT LEASE AGREEMENT

This Equipment Lease Agreement ("Agreement") is made and entered into this ___ day of _____, _____ by and between the **[**INSERT NAME OF LESSOR**]** ("Lessor"), a California public entity, and the Big Bear Fire Authority ("Lessee"), a California Joint Powers Authority. Lessor and Lessee are sometimes hereinafter individually referred to as "Party" and or collectively as the "Parties".

RECITALS

WHEREAS, Lessor possesses certain equipment more particularly described in Exhibit "A", attached hereto and hereby incorporated by this reference ("Equipment").

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, the Equipment for the purpose(s) of fire prevention and suppression activities, subject to the following terms and conditions.

AGREEMENT

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

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

2. **Rent.** Lessee agrees to pay to Lessor the amount of one dollar ($1.00) per year as rental for the Equipment. The payment shall be payable upon Lessee's acceptance of the Equipment pursuant to Section 3, and thereafter annually.

3. **Delivery and Acceptance.** Lessor shall cause the Equipment to be available for receipt by Lessee at a location specified by Lessor. Lessee shall pay all reasonable transportation costs, if any, incurred in connection with the delivery and installation (if any) of the Equipment. Lessee may accept the Equipment upon delivery and inspection by executing and delivering to Lessor a Certificate of Delivery and in a form as provided for in Exhibit "B" attached hereto and hereby incorporated by this reference.

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

Lessee to obtain the customary services furnished in connection with such warranties at Lessee's expense. Lessee's sole remedy for the breach of any such manufacturer's warranty shall be against the manufacturer of the Equipment and not against Lessor.

5. **Assumption of Risk, Release, and Lessor's Non-liability.**

5.1 To the maximum extent permitted by law, except for Lessor's negligence or willful misconduct, Lessee assumes any and all risk of loss, damage or injury of any kind to any person or property caused by the Equipment or Lessee's use of the Equipment. Lessee's assumption of risk shall include, without limitation, loss, casualty or damage caused by Equipment. To the maximum extent permitted by law, except for and to the extent of Lessor's negligence or willful misconduct, Lessee hereby waives all claims and demands against Lessor and its respective elected officials, officers, employees, volunteers and agents for injury to persons, damage to property or any other interest of Lessee sustained by Lessee.

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

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

Lessee hereby waives the benefits of Civil Code Section 1542 and all other state or federal statutes or judicial decisions of similar effect. The provisions of this Section 5 shall survive the expiration or termination of this Agreement.

6. **Return of Equipment.** Upon termination of this Agreement as provided herein, the Parties shall equally split the costs of shipping the Equipment to Lessor.

7. **Use and Repairs.** Lessee shall use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment. Lessee shall comply with all laws, insurance policies and regulations relating to the possession, use, operation or maintenance of the Equipment. Lessee shall obtain, at its sole cost and expense, all licenses, permits and approvals required for the use or operation of the Equipment. Lessee, at its expense, shall keep the Equipment in good working order and repair and furnish all parts, mechanisms and devices as required for such good working order (usual and customary wear and tear excepted).

8. **Alterations.** Lessee shall not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

9. **Liens and Taxes.** Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances, except those created under this Agreement. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment. If Lessee fails to pay said charges, or taxes when due, Lessor may, but need not, pay said charges or taxes and, in such event, Lessee shall reimburse Lessor on demand, with interest at the maximum rate

permitted by law from the date of such payment by Lessor to the date of reimbursement by Lessee.

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

11. **Personal Property.** The Equipment is and shall remain personal property and shall not be deemed to be affixed or attached to real estate or any building thereon.

12. **Insurance. [**Retain this section if the Authority will fund insurance for the Equipment – Delete this entire Section 12 otherwise**]**

12.1 Time for Compliance. This Agreement shall not commence until Lessee has provided evidence satisfactory to Lessor that it has secured all insurance required under this Section.

12.2 Insurance Requirements. Lessee shall, at its expense, procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the possession, use, management, operation, repair, maintenance or control of the Equipment by Lessee and/or its elected officials, officers, employees, agents, or volunteers.

12.3 Minimum Scope of and Limits of Coverage. Coverage shall be at least as broad as the latest version of the following: General Liability - Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001). Lessee shall maintain limits no less than the following: General Liability - $[**Insert Insurance Amount**] per occurrence for bodily injury and personal injury, and $[**Insert Insurance Amount**] for property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.

12.4 Insurance Endorsements.

(a) The insurance policies shall contain the following provisions, or Lessee or the primary insured shall provide endorsements on forms supplied or approved by Lessor, indicating that the general liability policy is endorsed to state that: (A) Lessor, its elected officials, officers, employees, volunteers and agents shall be covered as additional insureds with respect to the possession, use, management, operation, repair, maintenance or control of the Equipment by Lessee and its elected officials, officers, employees, volunteers and agents; and (B) the insurance coverage shall be primary insurance with respect to Lessor, its elected officials, officers, employees, volunteers and agents, or if excess, shall stand in an unbroken chain of coverage excess of Lessee's scheduled underlying coverage. Any insurance or self-insurance

maintained by Lessor, its elected officials, officers, employees, volunteers and agents shall be excess of Lessee's insurance and shall not be called upon to contribute with it.

(b) Such coverage shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Lessor; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to Lessor and its elected officials, officers, employees, volunteers and agents.

12.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to Lessor and its elected officials, officers, employees, volunteers and agents.

12.6 Deductibles and Self-Insurance Retentions. Lessor may require that any deductibles or self-insured retentions must be declared to and approved by Lessor. Lessee shall ensure that, at the option of Lessor, either: (A) Lessee and its elected officials, officers, employees, volunteers and agents; or (B) the primary insured shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

12.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed and admitted to do business in California, and satisfactory to Lessor.

12.8 Verification of Coverage. Lessee shall furnish Lessor with original certificates of insurance and endorsements affecting coverage required by this Agreement on forms satisfactory to Lessor. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by Lessor if requested. All certificates and endorsements must be received and approved by Lessor. Lessor reserves the right to require complete, certified copies of all required insurance policies, at any time.

12.9 Self-Insurance. In lieu of the insurance requirements above, the Lessor may permit Lessee to self-insure the Equipment. If permitted to self-insure, Lessee shall furnish Lessor with a letter or certificate to such effect in a form acceptable to Lessor.

13. **Indemnification.** Lessee shall defend, indemnify and hold harmless Lessor, its elected officials, officers, employees, agents and volunteers, from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Lessee, its personnel, employees, agents, contractors, or volunteers in connection with or arising out of Lessee's use of the Equipment, except to the extent that any such actual or alleged claims, demands, causes of action, liability, loss, damage, or injury result from the acts, omissions, negligence, or willful misconduct of Lessor, its elected

officials, officers, employees, agents and volunteers. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys fees, and related costs or expenses, and the reimbursement of Lessor, its officials, officers, employees, agents, or volunteers for all legal expenses and costs incurred by each of them. Lessee's obligation shall not be restricted to insurance or self-insurance proceeds, if any, received by Lessor, its elected officials, officers, employees, agents, or volunteers.

14. **Non-Assignment or Sublease.** Neither Party shall assign or transfer any rights or obligations under this Agreement without the consent of the other Party in writing. Lessee shall not assign or sublease the Equipment to another person or entity without the written consent of Lessor in writing.

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

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

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

17.1 Lessee:

[Insert Address**]**
[Insert City, State and Zip**]**
Attn: **[**Insert Name**]**

17.2 Lessor:

[Insert Address**]**
[Insert City, State and Zip**]**
Attn: **[**Insert Name**]**

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

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

20. **Related Documents.** Lessee shall execute or provide, as requested by Lessor, such other documents and information as may be reasonably necessary to carry out the purpose of this Agreement.

21. **Entire Agreement; Amendment; Waiver.** This Agreement constitutes the entire agreement between the Parties with respect to the lease of the Equipment, and this Agreement shall not be modified, amended, altered, or changed except with the written consent of Lessor and Lessee. Any provision of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement. The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

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

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

[Signatures on Following Page]

EXHIBIT "A" TO EQUIPMENT LEASE AGREEMENT

LIST/DESCRIPTION OF EQUIPMENT

[Insert Description**]**

EXHIBIT "B" TO EQUIPMENT LEASE AGREEMENT

CERTIFICATE OF DELIVERY

Lessee certifies that on this date of _____, it has inspected and accepted the following equipment except for those items listed as defective:

EQUIPMENT ITEMS/ACCEPTED

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

EQUIPMENT ITEMS/DEFECTIVE:

_____ _____

_____ _____

_____ _____

_____ _____

LESSEE:

By: _____

Its: _____

Date: _____

ATTACHMENT "C"
SHARED SERVICES AGREEMENT

[Attached Behind this Page]

SHARED SERVICES AGREEMENT
BY AND BETWEEN
THE BIG BEAR CITY COMMUNITY SERVICES DISTRICT
AND
THE BIG BEAR LAKE FIRE PROTECTION DISTRICT

This SHARED SERVICES AGREEMENT ("Agreement") is dated this 14th day of March, 2012, for reference purposes only, and is entered into by and between the Big Bear City Community Services District, a public entity created and operating under the authority of California Government Code Section 61000 *et seq.* ("CSD"), and the Big Bear Lake Fire Protection District, a public entity duly formed and existing under the laws of the State of California ("District"). The CSD and the District may be referred to herein individually as "Party" or collectively as "Parties."

RECITALS

WHEREAS, the CSD and the District provide fire prevention and protection services in their respective service areas; and

WHEREAS, each Party employs qualified regular operational fire prevention and suppression personnel, and medical aid personnel; and

WHEREAS, each Party employs qualified regular fire administrative services personnel; and

WHEREAS, each Party owns and operates various fire prevention and suppression equipment; and

WHEREAS, the District desires to contract for the provision of services of a Fire Chief, and the CSD is willing and able to provide such services of a Fire Chief; and

WHEREAS, the Parties desire to contract for the services of a Joint Fire Chief, combine and share fire administrative services personnel, combine and share various fire operations personnel, and share various fire prevention and suppression equipment, all for cost saving purposes and possible future consolidation of fire and medical services of the CSD and the District; and

WHEREAS, such combination and sharing of personnel and equipment will result in greater ability to serve the fire service areas of both the CSD and the District; and

WHEREAS, such combination and sharing of personnel and equipment will result in increases in operational and administrative efficiencies, and cost savings; and

WHEREAS, the parties are entering into this Agreement as authorized pursuant to California Government Code sections 6502, 6504(d) and 54980, *et seq.*

AGREEMENT

Now therefore, the District and the CSD agree as follows:

1. **Recitals.** The recitals above are true and correct, and are hereby incorporated into the terms of this Agreement as though fully set forth herein.

2. **Term.** The term of this Agreement shall commence as of the date the Parties have fully executed this Agreement and continue until terminated pursuant to the requirements of this Agreement.

3. **Joint Fire Chief.**

3.1 Personnel – Joint Fire Chief.

(a) The CSD shall provide to the District an employee of the CSD who shall perform Fire Chief Services in the District, as such Fire Chief Services are defined in Section 3.2 herein. The CSD designates its Fire Chief, named on the attached Exhibit "A" incorporated herein by this reference, to provide the Fire Chief Services under this Agreement (the "Joint Fire Chief"). The CSD shall not assign or employ any other person to provide Fire Chief Services without the consent of the District. In the event that the CSD assigns or employs any other person to provide those Fire Chief Services without the consent of the District, this Section 3 shall immediately terminate unless the District agrees upon a new Joint Fire Chief by amending Exhibit "A" to this Agreement or by another signed writing. Exhibit "A" may be amended, replaced or supplemented from time to time by mutual agreement of the Parties.

(b) The general duties and requirements for the Joint Fire Chief are described in Section 3.2 herein, while a more particularized job description, salary and benefits information, and identification of the employing Party for purposes of this Section 3 are defined and described in Exhibit "A" attached hereto and incorporated herein by this reference.

(c) It is expressly understood and agreed by both the CSD and the District that the Joint Fire Chief may elect to retire, may be terminated by the CSD, or may resign his employment with the CSD at any time. Should any of the foregoing occur, this Section 3 shall immediately terminate unless the District and CSD agree upon a new Joint Fire Chief by amending Exhibit "A" to this Agreement or by another signed writing. The CSD shall provide immediate notice of such retirement, resignation or termination to the District, and such notice shall in no event be provided later than three (3) calendar days from the CSD's receiving notice of retirement, resignation or termination of the Joint Fire Chief. The District acknowledges that the Joint Fire Chief will periodically be unavailable to perform Fire Chief Services for the District due to training, emergencies or scheduled vacations.

3.2 Scope of Services – Joint Fire Chief Services. The Joint Fire Chief shall perform services for the District as set forth below ("Fire Chief Services"):

(a) The Joint Fire Chief shall provide general administration and oversight of the District, including, but not limited to, budget administration, personnel management and supervision, use of apparatus and equipment, and similar related activities, all in accordance with the requirements and expectations of California law, written District policies and/or procedures,

the Big Bear Lake Municipal Code, any other applicable federal, state, or local codes or statutes, and the usual and customary duties of a Fire Chief.

(b) During the term of this Section 3, the Joint Fire Chief shall evaluate the potential for more comprehensive shared fire and medical aid services in the two jurisdictions including, but not limited to, possible merger or consolidation of fire and medical aid services only, including all financing, personnel, equipment, and facilities. The Joint Fire Chief shall not allow his authority or position as Joint Fire Chief to unfairly prejudice the options available to the District and CSD for potential merger or consolidation as described above. The CSD shall provide to the Joint Fire Chief an executed copy of this Section 3, and the CSD, by execution of this Agreement, instructs the Joint Fire Chief to adhere to this requirement.

(c) The CSD Board of Directors ("CSD Board") shall supervise the Joint Fire Chief on CSD matters, while the District Board of Directors ("District Board") shall supervise the Joint Fire Chief on the District matters. In the event of a conflict between direction given by the CSD Board and the District Board, the Parties shall follow the conflict resolution procedures in Section 8.2 of this Agreement.

(d) The District shall provide the CSD and the Joint Fire Chief with all necessary regulations, policies, procedures, manuals, reports, depictions, and other information, as well as incidental materials and standard provisions as required to perform the Fire Chief Services desired by the District. All such regulations, policies, procedures, manuals, reports, depictions, and other information shall remain the property of the District.

(e) The Joint Fire Chief shall split his time and attention equally between the duties and responsibilities of District Fire Chief and CSD Fire Chief. The CSD and the District recognize, however, that emergency situations existing in one or the other Party's jurisdiction may require a disproportionate share of the Joint Fire Chief's time and attention during such emergency.

3.3 Employment – Joint Fire Chief Services. The Joint Fire Chief is engaged to work by the District on an independent contractor basis and not as an employee. The Joint Fire Chief shall not be deemed an employee of the District for any purposes (including retirement benefits), and shall be considered only an employee of the CSD for the purposes of all disciplinary and other employment related actions, as consistent with the terms of this Section 3. Notwithstanding the foregoing, the CSD and the District shall equally share the costs of all salary, benefits, and any other compensation for the Joint Fire Chief as described in Sections 3.5 and 3.6.

3.4 Litigation Support – Joint Fire Chief Services. The CSD shall make the Joint Fire Chief and any CSD employees available to testify in any litigation or administrative proceeding brought regarding Fire Chief Services performed under this Section 3.

(a) Should the District request that the Joint Fire Chief or CSD employees testify in any litigation or administrative hearing, during operation of this Section 3 or following the termination of this Section 3, the District shall compensate the CSD for its costs and expenses for the Joint Fire Chief or CSD employees preparing for, traveling to, and testifying in such matters, including payment of compensation at the Joint Fire Chief's or employees' hourly

rate of compensation, unless such litigation or administrative matter is brought by the CSD or is based solely on allegations of the CSD's negligent performance or wrongdoing.

(b) Should the CSD request that the District's employees testify in any litigation or administrative hearing relating to the Fire Chief Services performed pursuant to this Section 3, during operation of this Section 3 or following the termination of this Section 3, the CSD shall compensate the District for employees' costs and expenses in preparing for, traveling to, and testifying in such matters, including payment of compensation at the employee's then current hourly rate of compensation, unless such litigation or administrative matter is brought by the District or is based solely on allegations of the District's negligent performance or wrongdoing.

3.5 Payment – Joint Fire Chief Services. The CSD shall, subject to the cost sharing provisions in Section 3.6 below, initially pay for all costs of the total annual compensation, benefits, and retirement benefits of the Joint Fire Chief, including but not limited to any and all salary, medical/dental insurance coverage, life insurance coverage, workers' compensation insurance coverage, other insurance coverage, leave, retirement benefits, and the like, during the operation of this Section 3 ("Total Joint Fire Chief Compensation"). The initial Total Joint Fire Chief Compensation shall be the amount of Total Joint Fire Chief Compensation, as previously defined, in effect as of the execution of this Section 3.

3.6 Cost Sharing – Joint Fire Chief Services. The District and the CSD shall each pay fifty percent (50%) of the Total Joint Fire Chief Compensation, pursuant to the terms and mechanisms of this Section 3.6.

(a) From time to time and separately from this Agreement and this Section 3, the CSD and the District will pass, approve, and adopt an Administrative Services budget including Total Joint Fire Chief Compensation, and other such costs or expenses as agreed upon by the CSD and the District. The CSD shall pay fifty percent (50%) of the Total Joint Fire Chief Compensation, and the District shall pay fifty percent (50%) of the Total Joint Fire Chief Compensation. The Parties' agreement to each pay fifty percent (50%) of the foregoing amounts shall include any previously negotiated increases in Total Joint Fire Chief Compensation existing as of the execution of this Agreement. Notwithstanding the foregoing, the CSD shall provide notice to the District of any increases to Total Joint Fire Chief Compensation for any successive years in excess of five percent (5%) of the previous year's amount, and such notice shall be provided no less than ninety (90) days prior to the effective date of such increase.

(b) Quarterly during the operation of this Section 3, but more or less frequently if agreed upon in writing by the Parties, the CSD shall calculate the Total Joint Fire Chief Compensation it actually paid to, or on behalf of the Joint Fire Chief during the prior quarter. The CSD shall invoice the District for fifty percent (50%) of any such amounts, and the District shall remit payment for such invoice within thirty (30) calendar days of receipt.

(c) In the event of termination of this Section 3 by either the CSD or the District, or resignation, termination, or retirement of the Joint Fire Chief, the Parties shall each pay fifty percent (50%) of Total Fire Chief Compensation due for Fire Chief Services performed as of the effective date of resignation, termination or retirement, to the extent any payment is due and owing pursuant to this Section 3.6.

(d) Notwithstanding any other provision of this Section 3, the Parties shall only share the costs of ordinary compensation, benefits, and retirement the CSD is required to pay the Joint Fire Chief while the Joint Fire Chief is employed by the CSD and serving the District as its Fire Chief, and the District shall not be required to pay any portion of any one time payouts to the Joint Fire Chief to compensate him for benefits accumulated before he began serving the District as the Joint Fire Chief.

3.7 Shared Costs of Legal Actions – Joint Fire Chief Services.

(a) *Indemnity of Joint Fire Chief.* In the event that the Joint Fire Chief is performing Joint Fire Chief Services pursuant to this Section 3, both the CSD and the District shall defend, indemnify, and hold harmless the Joint Fire Chief as required by California law or by employment agreements existing for the Joint Fire Chief as of the execution of this Section 3. The CSD and the District shall share equally (50% costs attributable to the CSD, and 50% costs attributable to District) in all costs or expenses of such defense and indemnity, including all legal fees and costs and any payment of judgments, awards, or decrees rendered, and the CSD and the District shall cooperate fully with one another in good faith to accomplish the requirements of this Section 3.7(a).

(b) *Agreement to Share Liability Costs.* The CSD and the District agree that the Joint Fire Chief will sometimes perform official duties as the CSD Fire Chief, and at other times will perform official duties as the District Fire Chief, but generally the Joint Fire Chief shall split his time, attention, and services equally between the CSD and the District. Due to the extreme difficulty in determining when the Joint Fire Chief is actually performing services on behalf of either the District or the CSD individually, and the potentially high legal costs in determining when the performance of services by the Joint Fire Chief for the CSD or District might end and begin again for the CSD or District, the CSD and the District hereby agree to equally share (50% costs attributable to the CSD, and 50% costs attributable to District) in all costs and expenses for any liability arising pursuant to the provision of all Joint Fire Chief Services rendered under this Section 3.

(c) *Shared Costs of Liability.* In the event that the Joint Fire Chief is performing Joint Fire Chief Services pursuant to this Section 3, and either the CSD or the District are alleged to be liable for any claims, demands, causes of action, costs, expenses, liability, loss, damage, or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or in connection with the Joint Fire Chief Services performed pursuant to this Section 3, the CSD and the District shall share equally (50% costs attributable to the CSD, and 50% costs attributable to District) in the cost, expenses, and the risk, with counsel agreed upon jointly by the Parties, of any and all aforementioned suits, actions, or other legal proceedings of any kind that may be brought or instituted against the CSD or the District and its respective officials, officers, employees, volunteers, and/or agents. The CSD and the District shall share equally (50% costs attributable to the CSD, and 50% costs attributable to District) in the payment and satisfaction of any judgment, award or decree that may be rendered against the CSD or the District and their respective directors, officials, officers, employees, volunteers and/or agents, in any such suit, action or other legal proceeding relating to the provision of the Joint Fire Chief Services pursuant to this Section 3.

(d) *Operative Date.* This Section 3.7 shall become operative on the date that all Parties have fully executed this Agreement and this Section 3, and shall not be construed to

include any costs of legal liability for acts or omissions of either Party occurring before this Section 3 becomes operative.

3.8 Insurance – Joint Fire Chief Services.

(a) *Time for Compliance.* Neither the CSD nor the District shall commence performance under this Section 3 unless and until it has provided evidence satisfactory to the other Party that it has secured all insurance required under this Agreement, or that it is self-insured to the satisfaction of the other Party.

3.9 Prior Agreement – Joint Fire Chief Services. This Agreement in general, and this Section 3 in particular, shall herby supersede and replace that certain "SHARED FIRE CHIEF SERVICES AGREEMENT BY AND BETWEEN THE BIG BEAR CITY COMMUNITY SERVICES DISTRICT AND THE BIG BEAR LAKE FIRE PROTECTION DISTRICT," dated July 11, 2011 for reference purpose only, relating to fire chief services ("Designated Fire Chief Agreement"). Such Designated Fire Chief Agreement is hereby terminated by the Parties in favor of this Agreement in general and this Section 3 in particular.

4. **Administrative Services Personnel.**

4.1 Personnel – Administrative Services.

(a) The CSD shall provide to the District, and the District shall provide to the CSD, various employees who shall perform administrative services on behalf of both the CSD and the District. The CSD shall employ and provide various individual administrative services employees ("CSD Administrative Services Personnel") while the District shall employ and provide other various individual administrative services employees ("District Administrative Services Personnel") (collectively, the "Administrative Services Personnel").

(i) Certain CSD Administrative Services Personnel and certain District Administrative Services Personnel shall be subject to the cost sharing provisions in Section 4.6 hereunder. Such Administrative Services Personnel subject to Section 4.6 include only those listed on Exhibit "B-1" attached hereto and incorporated herein by this reference. Exhibit "B-1" may be amended, replaced and supplemented from time to time by mutual agreement of the Parties.

(ii) Certain CSD Administrative Services Personnel and District Administrative Services Personnel shall not be subject to the cost sharing provisions in Section 4.6 hereunder, but shall be subject to all other provisions of this Section 4. Such Administrative Services Personnel not subject to Section 4.6 include only those listed on Exhibit "B-2" attached hereto and incorporated herein by this reference. Exhibit "B-2" may be amended, replaced and supplemented from time to time by mutual agreement of the Parties.

(b) The general requirements for all Administrative Services Personnel are described in Section 4.2 herein, while particularized job descriptions and identification of which Administrative Services Personnel are considered CSD Administrative Services Personnel or District Administrative Services Personnel for purposes of this Section 4 are defined and described in Exhibit "B-1" or Exhibit "B-2" attached hereto and incorporated herein by this reference (collectively, the "Administrative Services").

(c) It is expressly understood and agreed by both the CSD and the District that Administrative Services Personnel may elect to retire, may be terminated by the CSD or the District, as applicable, or may resign employment at any time. Should any of the foregoing occur, the CSD Fire Chief shall have the option to fill the vacant position of CSD Administrative Services Personnel pursuant to the policies and procedures of the CSD, while the District Fire Chief shall have the option to fill the vacant position of the District Administrative Services Personnel pursuant to the policies and procedures of the District. As of the execution of this Agreement, the office of CSD Fire Chief and the office of District Fire Chief are filled by the same individual (the "Joint Fire Chief"), and so long as that arrangement remains in effect, the Joint Fire Chief shall have the option to fill all vacant Administrative Services positions with the exception of the positions of CSD Fire Chief or District Fire Chief.

(d) It is also expressly understood and agreed by both the CSD and the District that the CSD and the District may undergo further consolidation of its fire and medical aid services such that Administrative Services Personnel may be terminated, transferred or re-assigned for the fulfillment of the joint needs of both the CSD and the District.

4.2 Scope of Services – Administrative Services. The Administrative Services Personnel shall perform Administrative Services for both the District and the CSD as set forth below:

(a) The Administrative Services Personnel shall be responsible for the individually applicable duties and tasks described in Exhibit "B-1" or Exhibit "B-2" all in accordance with the requirements and expectations of California law, written District and CSD policies and/or procedures, the Big Bear Lake Municipal Code, the Big Bear City Municipal Code, any other applicable federal, state, or local codes or statutes, and the usual and customary duties of persons employed in such Administrative Services Personnel positions. In the event of any conflict between the foregoing, the Administrative Services Personnel shall follow the law, policy, or procedure applicable to the CSD when performing work on behalf of the CSD, and shall follow the law, policy, or procedure applicable to the District when performing work on behalf of the District.

(b) The CSD Fire Chief shall have full authority over the Administrative Services Personnel when such personnel are performing work on behalf of the CSD, while the District Fire Chief shall have full authority over the Administrative Services Personnel when such personnel are performing work on behalf of the District. As of the execution of this Agreement, the office of CSD Fire Chief and the office of District Fire Chief are filled by the same individual (the "Joint Fire Chief"), and so long as that arrangement remains in effect, the Joint Fire Chief shall have full authority over all Administrative Services Personnel.

(c) The District and the CSD shall each provide the Administrative Services Personnel with all necessary regulations, policies, procedures, manuals, and other information, as well as incidental materials and supplies, work area, computer and internet access, telephone, and other standard provisions as required to perform the Administrative Services. All such documents, notes, photographs, supplies, and reports will remain the property of the issuing Party.

(d) The Administrative Services Personnel shall accomplish their duties and responsibilities for the joint purposes of both the District and the CSD. The Administrative

Services Personnel shall receive assignments and responsibilities pertaining to both the District and the CSD and shall accomplish such assignments and responsibilities by order of priority and without regard to whether it is a District or CSD assignment or responsibility, or which agency employs the Administrative Services Personnel. The time and attention of the Administrative Services Personnel shall be expended for the equal benefit of the District and the CSD, and the purposes of one Party shall not take precedent over the other Party except in cases of emergency. The CSD and the District recognize, however, that emergency situations existing in one or the other jurisdiction may require a disproportionate share of the Administrative Services Personnel's time and attention during such emergency.

4.3 Employment – Administrative Services.

The Administrative Services Personnel shall be considered employees either of the District or the CSD, based solely upon which agency employed the individual Administrative Services Personnel as of the date of this Agreement (as listed on Exhibit "B-1" or Exhibit "B-2"), or upon further written agreement or revision of Exhibit "B-1" or Exhibit "B-2" by the Parties. Neither the CSD Administrative Services Personnel nor the District Administrative Services Personnel shall be deemed an employee of the other Party for any purposes (including retirement benefits), and shall be considered an employee of the Party employing the individual Administrative Services Personnel for the purposes of all disciplinary and other employment related actions, including the indemnity provisions of Section 4.7 herein, as consistent with the terms of this Agreement.

4.4 Litigation Support – Administrative Services.

(a) The Parties shall make the Administrative Services Personnel available to the other Party to testify in any litigation or administrative proceeding brought regarding Administrative Services performed under this Section 4.

(i) Should the CSD request that District Administrative Services Personnel testify in any litigation or administrative hearing following the termination of this Section 4, the CSD shall compensate the District for the District Administrative Services Personnel's costs and expenses in preparing for, traveling to, and testifying in such matters, including payment of compensation at the District Administrative Services Personnel's hourly rate of compensation, unless such litigation or administrative matter is brought by the District or is based solely on allegations of the District's negligent performance or wrongdoing.

(ii) Should the District request that CSD Administrative Services Personnel testify in any litigation or administrative hearing following the termination of this Section 4, the District shall compensate the CSD for the CSD Administrative Services Personnel's costs and expenses in preparing for, traveling to, and testifying in such matters, including payment of compensation at the CSD Administrative Services Personnel's hourly rate of compensation, unless such litigation or administrative matter is brought by the CSD or is based solely on allegations of the CSD's negligent performance or wrongdoing.

4.5 Payment/Cost Sharing – Administrative Services.

(a) *Administrative Services Personnel Compensation.*

(i) The CSD shall, subject to the cost sharing provisions of Section 4.6, initially pay for all costs of the total annual compensation and benefits of CSD Administrative Services Personnel, including but not limited to, and as applicable, any and all salary, medical/dental insurance coverage, life insurance coverage, workers' compensation insurance coverage, other insurance coverage, overtime benefits, leave, and the like ("CSD Administrative Services Compensation").

(ii) The District shall, subject to the cost sharing provisions of Section 4.6, initially pay for all costs of the total annual compensation and benefits of District Administrative Services Personnel, including but not limited to, and as applicable, any and all salary, medical/dental insurance coverage, life insurance coverage, workers' compensation insurance coverage, other insurance coverage, overtime benefits, leave, and the like ("District Administrative Services Compensation").

(b) *Administrative Services Personnel Retirement Benefits.*

(i) The CSD shall, subject to the cost sharing provisions of Section 4.6, initially pay for all costs of retirement benefits of CSD Administrative Services Personnel ("CSD Administrative Services Retirement").

(ii) The District shall, subject to the cost sharing provisions of Section 4.6, initially pay for all costs of retirement benefits of District Administrative Services Personnel ("District Administrative Services Retirement").

(c) *Initial Amounts.* The initial annual CSD Administrative Services Compensation, District Administrative Services Compensation, CSD Administrative Services Retirement, and District Administrative Services Retirement shall be the amounts in effect for both the CSD and the District as of the execution of this Section 4.

4.6 Payment/Cost Sharing – Administrative Services – Invoicing.

(a) From time to time and separately from this Agreement and this Section 4, the CSD and the District will pass, approve, and adopt an Administrative Services budget including CSD Administrative Services Compensation, District Administrative Services Compensation, CSD Administrative Services Retirement, and District Administrative Services Retirement, and other such costs or expenses as agreed upon by the CSD and the District. The CSD shall pay fifty percent (50%) of the combined total of such District Administrative Services Compensation and District Administrative Services Retirement for those Administrative Services Personnel listed in Exhibit "B-1", and the District shall pay fifty percent (50%) of the combined total of such CSD Administrative Services Compensation and CSD Administrative Services Retirement for those Administrative Services Personnel listed in Exhibit "B-1." The Parties' agreement to each pay fifty percent (50%) of the foregoing amounts shall include any previously negotiated increases in such amounts existing as of the execution of this Agreement. Notwithstanding the foregoing, the CSD shall provide notice to the District, and the District shall provide notice to the CSD, of any increases to the foregoing amounts for any successive years in excess of five percent (5%) of the previous year's amount, and such notice shall be provided no less than ninety (90) days prior to the effective date of such increase.

(b) Quarterly during the operation of this Section 4, but more or less frequently if agreed upon in writing by the Parties, the CSD shall calculate the total CSD Administrative Services Compensation and CSD Administrative Services Retirement it actually paid to the CSD Administrative Services Personnel listed on Exhibit "B-1" during the prior quarter. The CSD shall invoice the District for fifty percent (50%) of any such amounts, and the District shall remit payment for such invoice within thirty (30) calendar days of receipt.

(c) Quarterly during the operation of this Section 4, but more or less frequently if agreed upon in writing by the Parties, the District shall calculate the total District Administrative Services Compensation and District Administrative Services Retirement it actually paid to the District Administrative Services Personnel listed on Exhibit "B-1" during the prior quarter. The District shall invoice the CSD for fifty percent (50%) of any such amounts, and the CSD shall remit payment for such invoice within thirty (30) calendar days of receipt.

(d) Each Party shall make available to the other Party, upon reasonable request, any documentation necessary for supporting the calculations rendered pursuant to this Section 4.6.

(e) In the event of termination of this Section 4 by either the CSD or the District, or resignation, termination, or retirement by any Administrative Services Personnel, each Party shall each pay to the other Party all costs due and owing under this Section 4.6 hereto, as of the effective date of resignation, termination or retirement.

4.7 Shared Costs of Legal Actions – Administrative Services.

(a) *Indemnity of Administrative Services Personnel.* In the event that the Administrative Services Personnel is performing Administrative Services pursuant to this Section 4, both the CSD and the District shall defend, indemnify, and hold harmless the Administrative Services Personnel as required by California law or by employment agreements existing for the Administrative Services Personnel as of the execution of this Section 4. The CSD and the District shall share equally (50% costs attributable to the CSD, and 50% costs attributable to District) in all costs or expenses of such defense and indemnity, including all legal fees and costs and any payment of judgments, awards, or decrees rendered, and the CSD and the District shall cooperate fully with one another in good faith to accomplish the requirements of this Section 4.7(a).

(b) *Agreement to Share Liability Costs.* The CSD and the District agree that the Administrative Services Personnel will sometimes perform official duties on behalf of the CSD, and at other times will perform official duties on behalf of the District, but generally the Administrative Services Personnel shall split time, attention, and services equally between the CSD and the District. Due to the extreme difficulty in determining when the Administrative Services Personnel are actually performing services on behalf of either the District or the CSD individually, and the potentially high legal costs in determining when the performance of Administrative Services for the CSD or the District might end and begin again for the CSD or the District, the CSD and the District hereby agree to equally share (50% costs attributable to the CSD, and 50% costs attributable to District) in all costs and expenses for any liability arising pursuant to the provision of all Administrative Services rendered under this Section 4.

(c) *Shared Costs of Liability.* In the event that the Administrative Services Personnel are performing Administrative Services pursuant to this Section 4, and either the CSD or the District are alleged to be liable for any claims, demands, causes of action, costs, expenses, liability, loss, damage, or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or in connection with the performance of Administrative Services performed pursuant to this Section 4, the CSD and the District shall share equally (50% costs attributable to the CSD, and 50% costs attributable to District) in the cost, expenses, and the risk, with counsel agreed upon jointly by the Parties, of any and all aforementioned suits, actions, or other legal proceedings of any kind that may be brought or instituted against the CSD or the District and its respective officials, officers, employees, volunteers, and/or agents. The CSD and the District shall share equally (50% costs attributable to the CSD, and 50% costs attributable to District) in the payment and satisfaction of any judgment, award or decree that may be rendered against the CSD or the District and their respective directors, officials, officers, employees, volunteers and/or agents, in any such suit, action or other legal proceeding relating to the provision of the Administrative Services pursuant to this Section 4.

(d) *Operative Date and Cooperation.* This Section 4.7 shall become operative on the date that all Parties have fully executed this Agreement and this Section 4, and shall not be construed to include any costs of legal liability for acts or omissions of either Party occurring before this Section 4 becomes operative. The CSD and the District shall cooperate fully with one another in good faith to accomplish the requirements of this Section 4.7.

4.8 Insurance – Administrative Services.

(a) *Time for Compliance.* Neither the CSD nor the District shall commence performance under this Section 4 unless and until it has provided evidence satisfactory to the other Party that it has secured all insurance required under this Agreement, or that it is self-insured to the satisfaction of the other Party.

4.9 Employee Organizations – Administrative Services. The Parties acknowledge that implementation of this Agreement may require the Parties to meet and confer with employee organizations representing affected employees and the Parties agree to meet their respective obligations, if any, with respect to the duty to meet and confer.

5. Operations Personnel.

5.1 Personnel – Operational Services.

(a) *Operations Personnel.* The CSD employs regular full time operational fire suppression/prevention and medical aid employees ("CSD Operations Personnel"), while the District employs regular full time operational fire suppression/prevention and medical aid employees ("District Operations Personnel") (collectively, the "Operations Personnel"). The CSD Operations Personnel and District Operations Personnel presently include those listed on Exhibit "C" attached hereto and incorporated herein by this reference. Exhibit "C" may be amended, replaced and supplemented from time to time by mutual agreement of the Parties.

(b) *Regular Shift Assignment.* The Parties agree that CSD Operations Personnel may be re-assigned to work their regular shifts in the District's jurisdiction, and that District Operations Personnel may be re-assigned to work their regular shifts in the CSD's

jurisdiction, at the sole and absolute discretion of the CSD Fire Chief and District Fire Chief. Such assignment or re-assignment shall not involve a change to working conditions, but shall only entail a potential daily adjustment to duty location. As of the execution of this Agreement, the office of CSD Fire Chief and the office of District Fire Chief are filled by the same individual (the "Joint Fire Chief"), and so long as that arrangement remains in effect, the Joint Fire Chief shall have full authority over all Operations Personnel.

(i) Notwithstanding any assignment of CSD Operations Personnel to work their regular shifts in the District's jurisdiction, the CSD Operations Personnel shall continue to be employed solely by the CSD and shall receive all compensation, benefits, retirement, equipment, work spaces, applicable lodging, and any other necessary employment related expenses solely from the CSD. For all purposes, the CSD Operations Personnel shall be considered employees of the CSD only.

(ii) Notwithstanding any assignment of District Operations Personnel to work their regular shifts in the CSD's jurisdiction, the District Operations Personnel shall continue to be employed solely by the District and shall receive all compensation, benefits, retirement, equipment, work spaces, applicable lodging, and any other necessary employment related expenses solely from the District. For all purposes, the District Operations Personnel shall be considered employees of the District only.

(c) *Additional Shifts.* The CSD shall allow CSD Operations Personnel to work additional shifts (outside of regular shifts) on behalf of the District, while the District shall allow District Operations Personnel to work additional shifts (outside of regular shifts) on behalf of the CSD.

(i) The District shall notify the District Operations Personnel that, subject to working their regular shift and any additional hours assigned by the District, they may perform work on behalf of the CSD by working additional shifts for the CSD. The CSD shall notify the CSD Operations Personnel that, subject to working their regular shift and any additional hours assigned by the CSD, they may perform work on behalf of the District by working additional shifts for the District.

(ii) Such additional shift work shall be voluntary on the part of the Operations Personnel. The election to work such additional shifts shall not involve a change to working conditions. The District Operations Personnel that performs work on behalf of the CSD by working additional shifts for the CSD shall first agree to be paid monetary compensation only, and shall not be permitted to convert any hours worked into compensation time for leave purposes. The CSD Operations Personnel that performs work on behalf of the District by working additional shifts for the District shall first agree to be paid monetary compensation only, and shall not be permitted to convert any hours worked into compensation time for leave purposes.

(d) *Shift Trades.* From time to time, scheduling of Operations Personnel will create circumstances where District Operations Personnel and CSD Operations Personnel may desire to exchange responsibility for working certain regularly scheduled shifts ("Shift Trades") between both the CSD and the District. Although such Shift Trades typically only involve employees of the same agency, the Parties hereby permit District Operations Personnel and CSD Operations Personnel to engage in Shift Trades between the District and CSD, on the terms and

conditions of this Section 5. The election to engage in Shift Trades shall not involve a change to working conditions. Notwithstanding any Shift Trades, Operations Personnel shall continue to be considered employees either of the District or the CSD, based solely upon which agency employed the individual Operations Personnel as of the date of this Agreement (as listed on Exhibit "C"), or upon further written agreement or revision of Exhibit "C" by the Parties, regardless of the Operational Services performed pursuant to this Section 5. Neither the CSD Operations Personnel nor the District Operations Personnel shall be deemed an employee of the other Party for any purposes (including retirement benefits) when they work such a Shift Trade, and shall be considered an employee of the Party employing the individual Operations Personnel for the purposes of all disciplinary and other employment related actions, including the indemnity provisions of Section 5.7 herein, as consistent with the terms of this Agreement. When working a Shift Trade, the Parties, and the District Operations Personnel or CSD Operations Personnel, shall adhere to all other requirements of this Section 5 as though working a regularly scheduled shift.

5.2 Scope of Services – Operational Services. When CSD Operations Personnel are working either regular shifts within the District's jurisdiction or are working additional shifts on behalf of the District (including Shift Trades), and when District Operations Personnel are either working regular shifts within the CSD's jurisdiction or working additional shifts on behalf of the CSD (including Shift Trades), the Parties agree as follows:

(a) The Operations Personnel shall be responsible for the individually applicable duties and tasks described in Exhibit "C," all in accordance with the requirements and expectations of California law, and as applicable, written District and CSD policies and/or procedures, the Big Bear Lake Municipal Code, the Big Bear City Municipal Code, any other applicable federal, state, or local codes or statutes, and the usual and customary duties of persons employed in such Operations Personnel positions (collectively, the "Operational Services"). In the event of any conflict between the foregoing, the Operations Personnel shall follow the law, policy, or procedure applicable to the CSD when assigned to the CSD's jurisdiction or performing work on behalf of the CSD, and shall follow the law, policy, or procedure applicable to the District when assigned to the District's jurisdiction or performing work on behalf of the District.

(b) The CSD Fire Chief shall have full operational authority over the District Operations Personnel when they are working either regular shifts within the CSD's jurisdiction or are working additional shifts on behalf of the CSD, while the District Fire Chief shall have full operational authority over the CSD Operations Personnel when they are working either regular shifts within the District's jurisdiction or are working additional shifts on behalf of the District. As of the execution of this Agreement, the office of CSD Fire Chief and the office of District Fire Chief are filled by the same individual (the "Joint Fire Chief"), and so long as that arrangement remains in effect, the Joint Fire Chief shall have authority over all Operations Personnel when providing Operational Services pursuant to this Section 5.

(c) The CSD shall have full operational authority to direct the actions of the District Operations Personnel, including emergency and fire-related calls and directives, assignments, and other responsibilities, when District Operations Personnel are working either regular shifts within the CSD's jurisdiction or are working additional shifts on behalf of the CSD pursuant to this Section 5. The District shall have full operational authority to direct the actions of the CSD Operations Personnel, including emergency and fire-related calls and directives,

assignments, and other responsibilities, when CSD Operations Personnel are working either regular shifts within the District's jurisdiction or are working additional shifts on behalf of the District pursuant to this Section 5.

(d) The District and the CSD shall each provide such Operations Personnel with all necessary written materials (regulations, policies, procedures, manuals, and other information) as well as all necessary equipment and accommodations (operations equipment, materials, supplies, working area, sleeping quarters, common areas, computer and internet access, telephone service), and any other standard provisions as required under this Section 5. All such written material, necessary equipment and accommodations, and any other standard provisions shall remain the property of the issuing Party. In addition, any documents, notes, photographs, supplies, and reports shall remain the property of the issuing Party.

5.3 Employment – Operational Services.

Notwithstanding any other provision of this Section 5, the Operations Personnel shall continue to be considered employees either of the District or the CSD, based solely upon which agency employed the individual Operations Personnel as of the date of this Agreement (as listed on Exhibit "C"), or upon further written agreement or revision of Exhibit "C" by the Parties. Neither the CSD Operations Personnel nor the District Operations Personnel shall be deemed an employee of the other Party for any purposes (including retirement benefits) when working either regular shifts within the other Party's jurisdiction or are working additional shifts on behalf of the other Party (including Shift Trades), and shall be considered an employee of the Party employing the individual Operations Personnel for the purposes of all disciplinary and other employment related actions, including the indemnity provisions of Section 5.7 herein, as consistent with the terms of this Agreement.

5.4 Litigation Support – Operational Services.

(a) The Parties shall make the Operations Personnel available to the other Party to testify in any litigation or administrative proceeding brought regarding Operational Services performed under this Section 5.

(i) Should the CSD request that District Operations Personnel testify in any litigation or administrative hearing following the termination of this Section 5, the CSD shall compensate the District for the District Operations Personnel's costs and expenses in preparing for, traveling to, and testifying in such matters, including payment of compensation at the District Operations Personnel's hourly rate of compensation, unless such litigation or administrative matter is brought by the District or is based solely on allegations of the District's negligent performance or wrongdoing.

(ii) Should the District request that CSD Operations Personnel testify in any litigation or administrative hearing following the termination of this Section 5, the District shall compensate the CSD for the CSD Operations Personnel's costs and expenses in preparing for, traveling to, and testifying in such matters, including payment of compensation at the CSD Operations Personnel's hourly rate of compensation, unless such litigation or administrative matter is brought by the CSD or is based solely on allegations of the CSD's negligent performance or wrongdoing.

5.5 Payment – Operational Services.

(a) *Operations Personnel Compensation.*

(i) The CSD shall pay for all costs of the total annual compensation and benefits of CSD Operations Personnel, including but not limited to, and as applicable, any and all salary, medical/dental insurance coverage, life insurance coverage, workers' compensation insurance coverage, other insurance coverage, overtime benefits, leave, and the like ("CSD Operational Services Compensation"). Notwithstanding the foregoing, when CSD Operations Personnel are working additional shifts on behalf of the District, the District shall pay to the CSD the applicable hourly wage (either regular, or overtime) for all such hours worked by such CSD Operations Personnel on behalf of the District pursuant to Section 5.6(b) below.

(ii) The District shall pay for all costs of the total annual compensation and benefits of District Operations Personnel, including but not limited to, and as applicable, any and all salary, medical insurance coverage, life insurance coverage, workers' compensation insurance coverage, other insurance coverage, overtime benefits, leave, and the like ("District Operational Services Compensation"). Notwithstanding the foregoing, when District Operations Personnel are working additional shifts on behalf of the CSD, the CSD shall pay to the District the applicable hourly wage (either regular, or overtime) for all hours worked by such District Operations Personnel on behalf of the CSD pursuant to Section 5.6(b) below.

(b) *Operations Personnel Retirement Benefits.*

(i) The CSD shall pay for all costs of retirement benefits of CSD Operations Personnel ("CSD Operational Services Retirement"), even when working on behalf of the District pursuant to this Section 5.

(ii) The District shall pay for all costs of retirement benefits of District Operations Personnel ("District Operational Services Retirement"), even when working on behalf of the CSD pursuant to this Section 5.

5.6 Payment – Operational Services - Invoicing.

(a) *Regular Shift Assignments – No Payment.*

(i) Notwithstanding any assignment of CSD Operations Personnel to work their regular shifts in the District's jurisdiction, the CSD Operations Personnel shall continue to be employed solely by the CSD and shall receive all compensation, benefits, retirement, and expenses solely from the CSD. The District shall not be required to remit any payment to the CSD for any assignment of CSD Operations Personnel to work their regular shifts in the District's jurisdiction.

(ii) Notwithstanding any assignment of District Operations Personnel to work their regular shifts in the CSD's jurisdiction, the District Operations Personnel shall continue to be employed solely by the District and shall receive all compensation, benefits, retirement, and expenses solely from the District. The CSD shall not be required to remit any payment to the District for any assignment of District Operations Personnel to work their regular shifts in the CSD's jurisdiction.

(b) *Additional Shifts – Payment for Hours Worked.*

(i) Quarterly during the operation of this Section 5, but more or less frequently if agreed upon in writing by the Parties, the CSD shall calculate the amount of CSD Operational Services Compensation it actually paid to CSD Operations Personnel for additional shifts worked on behalf of the District during the prior quarter (beyond regularly scheduled shifts). The CSD shall invoice the District for any such amounts quarterly, and the District shall remit payment for such invoice within thirty (30) calendar days of receipt.

(ii) Quarterly during the operation of this Section 5, but more or less frequently if agreed upon in writing by the Parties, the District shall calculate the amount of District Operational Services Compensation it actually paid to District Operations Personnel for additional shifts worked on behalf of the CSD during the prior quarter (beyond regularly scheduled shifts). The District shall invoice the CSD for any such amounts quarterly, and the CSD shall remit payment for such invoice within thirty (30) calendar days of receipt.

(iii) Each Party shall make available to the other Party, upon reasonable request, any documentation necessary for supporting such calculations pursuant to this Section 5.6.

(iv) In the event of termination of this Section 5 by either the CSD or the District, or resignation or retirement by any Operations Personnel, each Party shall each pay to the other Party all costs due and owing under this Section 5.6 hereto, as of the effective date of resignation, termination or retirement.

(c) *Shift Trades – No Payment.*

(i) Notwithstanding any Shift Trade where CSD Operations Personnel work a regular shift for District Operations Personnel, the CSD Operations Personnel shall continue to be employed solely by the CSD and shall receive all compensation, benefits, retirement, and expenses solely from the CSD. The District shall not be required to remit any payment to the CSD for such Shift Trade where CSD Operations Personnel works a regular shift for District Operations Personnel.

(ii) Notwithstanding any Shift Trade where District Operations Personnel works a regular shift for CSD Operations Personnel, the District Operations Personnel shall continue to be employed solely by the District and shall receive all compensation, benefits, retirement, and expenses solely from the District. The CSD shall not be required to remit any payment to the District for such Shift Trade where District Operations Personnel works a regular shift for CSD Operations Personnel.

5.7 Shared Costs of Legal Actions – Operational Services.

(a) *Indemnity of Operations Personnel.* In the event that the Operations Personnel are performing any Operational Services pursuant to this Section 5, including regular shifts, additional shifts, or Shift Trades, both the CSD and the District shall defend, indemnify, and hold harmless the Operations Personnel as required by California law or by employment agreements existing for the Operations Personnel as of the execution of this Section 5. The CSD and the District shall share equally (50% costs attributable to the CSD, and 50% costs attributable to District) in all costs or expenses of such defense and indemnity, including all legal

fees and costs and any payment of judgments, awards, or decrees rendered, and the CSD and the District shall cooperate fully with one another in good faith to accomplish the requirements of this Section 5.7(a).

(b) *Agreement to Share Liability Costs.* The CSD and the District agree that the Operations Personnel will sometimes perform official duties on behalf of the CSD, and at other times will perform official duties on behalf of the District. Due to the extreme difficulty in determining when the Operations Personnel are actually performing services on behalf of either the District or the CSD individually during regular shifts, additional shifts, or Shift Trades, and due to the potentially high legal costs in determining when the performance of Operational Services for the CSD or the District might end and begin again for the CSD or the District, the CSD and the District hereby agree to equally share (50% costs attributable to the CSD, and 50% costs attributable to District) in all costs and expenses for any liability arising pursuant to the provision of all Operational Services rendered under this Section 5.

(c) *Shared Costs of Liability.* In the event that the Operations Personnel are performing Operational Services pursuant to this Section 5, including regular shifts, additional shifts, or Shift Trades, and either the CSD or the District are alleged to be liable for any claims, demands, causes of action, costs, expenses, liability, loss, damage, or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or in connection with the performance of Operational Services performed pursuant to this Section 5, the CSD and the District shall share equally (50% costs attributable to the CSD, and 50% costs attributable to District) in the cost, expenses, and the risk, with counsel agreed upon jointly by the Parties, of any and all aforementioned suits, actions, or other legal proceedings of any kind that may be brought or instituted against the CSD or the District and its respective officials, officers, employees, volunteers, and/or agents. The CSD and the District shall share equally (50% costs attributable to the CSD, and 50% costs attributable to District) in the payment and satisfaction of any judgment, award or decree that may be rendered against the CSD or the District and their respective directors, officials, officers, employees, volunteers and/or agents, in any such suit, action or other legal proceeding relating to the provision of the Operational Services pursuant to this Section 5.

(d) *Operative Date.* This Section 5.7 shall become operative on the date that all Parties have fully executed this Agreement and this Section 5, and shall not be construed to include any costs of legal liability for acts or omissions of either Party occurring before this Section 5 becomes operative. The CSD and the District shall cooperate fully with one another in good faith to accomplish the requirements of this Section 5.7.

5.8 Insurance – Operational Services.

(a) *Time for Compliance.* Neither the CSD nor the District shall commence performance under this Section 5 unless and until it has provided evidence satisfactory to the other Party that it has secured all insurance required under this Section 5, or that it is self-insured to the satisfaction of the other Party.

5.9 Employee Organizations – Operational Services. The Parties acknowledge that implementation of this Agreement may require the Parties to meet and confer with employee organizations representing affected employees and the Parties agree to meet their respective obligations, if any, with respect to the duty to meet and confer. The terms contemplated in this

Section 5 shall not be construed as a change to working conditions, and shall instead only entail a potential daily adjustment to duty or assignment location.

6. **Fire Equipment.**

6.1 CSD and District Ownership – Fire Equipment. The District and the CSD each own or maintain control of certain equipment useful for fire prevention and protection, as described below (the District or the CSD may sometimes be referred to in this Section 6 as an "Owner" when such reference is related to a Party's ownership of its fire prevention and protection equipment). This Section 6 shall govern the permitted use, operation and transportation of certain fire prevention and protection equipment, as follows:

(a) The CSD owns or maintains control of certain fire prevention and protection equipment, including, but not limited to, rescues, squads, fire engines, fire trucks, ambulances, water tenders, brush engines, staff vehicles, and various other fire prevention and protection equipment (collectively, "CSD Equipment").

(b) The District owns or maintains control of certain fire prevention and protection equipment, including, but not limited to, rescues, squads, fire engines, fire trucks, ambulances, water tenders, brush engines, staff vehicles, and various other fire prevention and protection equipment (collectively, "District Equipment").

(c) The District Equipment and the CSD Equipment may be referred to in this Section 6 collectively as the "Equipment." Specifics of the Equipment may be depicted and/or described in Exhibit "D" attached hereto and incorporated herein by this reference. Exhibit "D" may be may be amended, replaced, or supplemented from time to time by mutual agreement of the Parties.

6.2 Storage – Fire Equipment. The Equipment shall be stored at a location or locations of each Owner's choosing, including, but not limited to, secured District and CSD facilities. When retrieving and returning the Equipment, the Equipment shall be retrieved from, and stored at, such locations as may be directed by each Owner.

6.3 Use and Authority – Fire Equipment.

(a) *District Use of the CSD Fire Equipment.* Pursuant to the terms of this Section 6, the District shall be permitted to use, operate, and transport the CSD Equipment on an "as-needed" basis for fire prevention and protection operations when such use of the CSD Equipment is requested by the District, is approved by the CSD, and is not otherwise needed for other CSD purposes. The use, operation, and transport of the CSD Equipment shall be expressly contingent on CSD Equipment availability as well as existing fire conditions within the CSD's jurisdiction, as determined by the CSD in its sole and absolute discretion. The District recognizes that CSD fire prevention and protection efforts, and use of the CSD Equipment by the CSD, may preclude the use of the CSD Equipment by the District, and in such cases the CSD may deny the request to use the CSD Equipment or demand the immediate return of CSD Equipment in the possession of the District, in the CSD's sole and absolute discretion. The District shall not permit any individual to use, operate or transport the CSD Equipment unless that individual is properly trained and authorized to do so. The District shall request use of the CSD Equipment as far in advance as possible by notifying the CSD of the need for the CSD

Equipment. If any piece of the CSD Equipment malfunctions or experiences other mechanical problems while in the possession of the District, the District shall immediately notify the CSD of the problem. In the event that the CSD demands the immediate return of the CSD Equipment then in the possession of the District, the District shall immediately make the CSD Equipment available to the CSD.

(b) *CSD Use of the District Fire Equipment.* Pursuant to the terms of this Section 6, the CSD shall be permitted to use, operate, and transport the District Equipment on an "as-needed" basis for fire prevention and protection operations when such use of the District Equipment is requested by the CSD, is approved by the District, and is not otherwise needed for other District purposes. The use, operation, and transport of the District Equipment shall be expressly contingent on District Equipment availability as well as existing fire conditions within the District's jurisdiction, as determined by the District in its sole and absolute discretion. The CSD recognizes that District fire prevention and protection efforts, and use of the District Equipment by the District, may preclude the use of the District Equipment by the CSD, and in such cases the District may deny the request to use the District Equipment or demand the immediate return of District Equipment in the possession of the CSD, in the District's sole and absolute discretion. The CSD shall not permit any individual to use, operate or transport the District Equipment unless that individual is properly trained and authorized to do so. The CSD shall request use of the District Equipment as far in advance as possible by notifying the District of the need for the District Equipment. If any piece of the District Equipment malfunctions or experiences other mechanical problems while in the possession of the CSD, the CSD shall immediately notify the District of the problem. In the event that the District demands the immediate return of the District Equipment then in the possession of the CSD, the CSD shall immediately make the District Equipment available to the District.

6.4 Borrower Responsibilities – Fire Equipment. The Party using, operating, or transporting the other Party's Equipment (the "Borrower") shall be solely responsible for all of the following, including, without limitation, any accompanying cost or expense:

(a) Provide transportation of the Equipment to and from the Equipment's storage location, or to and from another storage location designated by the Owner.

(b) Provide trained personnel to transport and operate the Equipment, with the exception of certain personnel of the Owner specifically assigned by the Owner to particular Equipment who shall remain with such Equipment even when the Borrower is using, operating, or transporting such Equipment.

(c) Perform routine daily inspections and minor maintenance on Equipment, including, but not limited to, tire, oil, mechanical fluids, operations, fuel, and safety checks.

(d) Provide satisfactory proof of liability or other insurance of the types and in the amounts as required by this Section 6.

(e) Bear sole and absolute responsibility for any and all damage to the Equipment occurring while in possession and control of the Borrower, customary wear and tear excepted. The Borrower shall pay the Owner for any and all costs associated with repairing damage to the Equipment occurring while in the possession or control of the Borrower if

demanded by the Owner, customary wear and tear excepted, within thirty (30) days upon receipt by the Borrower of a written invoice accounting for such costs of repair.

(f) Refuel Equipment to, at minimum, the level existing at the time the Borrower takes control of the Equipment, with fuel of the same or higher quality.

(g) Store Equipment overnight at secure facilities owned and controlled by the Borrower when the Borrower is in possession and control of the Equipment overnight, when such storage is otherwise requested by the Owner, or when such storage is convenient to Borrower and approved in advance by the Owner.

6.5 Owner Responsibilities – Fire Equipment. At all times, each Owner shall be responsible for the following as it relates to its Equipment:

(a) Routine maintenance and repairs caused by customary use and regular wear and tear on the Equipment, including, but not limited to, mechanical breakdowns, oil and filter changes, mechanical fluids changes, warranty issues, and the like.

(b) In the event that the Borrower uses, operates, or transports Equipment requiring certain personnel of the Owner specifically assigned to that particular Equipment, the Owner employing such personnel shall, notwithstanding any other provision in this Section 6, bear all costs related to compensation, insurance, and benefits obligations respecting such personnel including, but not limited to, retirement benefits, overtime compensation, insurance benefits, disability insurance, workers' compensation insurance, and the like.

6.6 Costs – Fire Equipment.

(a) *Borrower Costs.* Each Borrower shall be individually responsible for any and all costs related to the responsibilities listed in Section 6.4 above.

(b) *Owner Costs.* Each Owner shall be individually responsible for any and all costs related to its Equipment associated with the responsibilities listed in Section 6.5 above.

6.7 Shared Costs of Legal Actions – Fire Equipment.

(a) *Agreement to Share Liability Costs.* The CSD and the District agree that the Equipment will sometimes be used by and for the CSD, and at other times will be used by and for the District. Due to (i) the partial integration and sharing of the Administrative Services Personnel and Operations Personnel pursuant to Section 4 and Section 5 of this Agreement, respectively; (ii) the extreme difficulty in determining when the Administrative Services Personnel or Operations Personnel will actually use the Equipment on behalf of either the District or the CSD specifically; and (iii) the potentially high legal costs in determining when such use of the Equipment for the CSD or the District might end and begin again for the CSD or the District; the CSD and the District hereby agree to equally share (50% costs attributable to the CSD, and 50% costs attributable to District) in all costs and expenses for any and all damage or liability arising pursuant to the use of the Equipment under this Section 6.

(b) *Shared Costs of Liability.* In the event that the Administrative Services Personnel or Operations Personnel are using the Equipment pursuant to this Section 6, and either the CSD or the District are alleged to be liable for any claims, demands, causes of action, costs,

expenses, liability, loss, damage, or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or in connection with the use of the Equipment pursuant to this Section 6, the CSD and the District shall share equally (50% costs attributable to the CSD, and 50% costs attributable to District) in the cost, expenses, and the risk, with counsel agreed upon jointly by the Parties, of any and all aforementioned suits, actions, or other legal proceedings of any kind that may be brought or instituted against the CSD or the District and its respective officials, officers, employees, volunteers, and/or agents. The CSD and the District shall share equally (50% costs attributable to the CSD, and 50% costs attributable to District) in the payment and satisfaction of any judgment, award or decree that may be rendered against the CSD or the District and their respective directors, officials, officers, employees, volunteers and/or agents, in any such suit, action or other legal proceeding relating to use of the Equipment pursuant to this Section 6.

(c) *Operative Date.* This Section 6.7 shall become operative on the date that all Parties have fully executed this Agreement and this Section 6, and shall not be construed to include any costs of legal liability for acts or omissions or either Party occurring before this Section 6 becomes operative. The CSD and the District shall cooperate fully with one another in good faith to accomplish the requirements of this Section 6.7.

6.8 Insurance – Fire Equipment.

(a) *Time for Compliance.* The Borrower shall not use, operate or transport the Owner's Equipment under this Section 6 unless and until it has provided evidence satisfactory to the Owner that it has secured all insurance required under this Agreement, or that it is self-insured to the satisfaction of the Owner.

6.9 Prior Agreement – Fire Equipment. This Agreement in general, and this Section 6 in particular, shall herby supersede and replace that certain "MEMORANDUM OF UNDERSTANDING FOR EQUIPMENT SHARING BY AND BETWEEN THE BIG BEAR CITY COMMUNITY SERVICES DISTRICT AND THE BIG BEAR LAKE FIRE PROTECTION DISTRICT," dated September 14, 2011 for reference purposes only, relating to fire equipment sharing ("Fire Equipment Sharing Agreement"). Such Fire Equipment Sharing Agreement is hereby terminated by agreement of the Parties in favor of this Agreement in general and this Section 6 in particular.

7. [Intentionally Omitted]

8. **General Terms**

8.1 Termination. At any time and without cause, either Party may terminate this Agreement, in whole or in part, including termination of Sections 3, 4 5, or 6 independently of the remainder of this Agreement, by giving at least thirty (30) days advance written notice of the effective date of termination.

8.2 Conflict Resolution. The Parties agree that any and all disputes, claims or controversies arising out of or relating to performance of any services pursuant to this Agreement, including but not limited to disputes, claims or controversies related to the performance of this Agreement or the Joint Fire Chief, Administrative Services Personnel, and Operations Personnel from an employment or liability perspective, or use of the Equipment, shall be resolved pursuant to the conflict resolution provisions in this Section 8.2, as follows:

(a) The President of the CSD Board and the Chairman of the District Board shall first meet and attempt in good faith to negotiate and resolve any dispute arising out of or relating to this Agreement.

(b) If the matter is not resolved by negotiation pursuant to Section 8.2(a) above, then the Parties agree that the matter shall be submitted to JAMS, or its successor, for mediation within a reasonable period of time. The Parties shall cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings. The Parties agree that they shall participate in the mediation in good faith and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the Parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the Parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

(c) If the matter is not resolved by negotiation pursuant to Section 8.2(a) above, or by subsequent mediation pursuant to Section 8.2(b) above, then the Parties shall submit the matter to JAMS, or its successor, for final and binding arbitration. Either Party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or at any time following 45 days from the date of filing the written request for mediation, whichever occurs first ("Earliest Initiation Date"). The mediation may continue after the commencement of arbitration if the Parties so desire. At no time prior to the Earliest Initiation Date shall either Party initiate an arbitration related to this Agreement except to pursue a provisional remedy that is authorized by law or by JAMS Rules or by agreement of the Parties. However, this limitation is inapplicable to a Party if the other Party refuses to comply with the mediation requirement of Section 8.2(b) above. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled until 15 days after the Earliest Initiation Date. The Parties will take such action, if any, required to effectuate such tolling. The matter shall be determined by arbitration in San Bernardino County (or at other such location as agreed upon by the Parties) before three arbitrators. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules.

8.3 Notices. All notices to be given hereunder shall be in writing and may be made either by personal delivery or by registered or certified mail, postage prepaid, return receipt requested. Mailed notices shall be addressed to the Parties at the addresses listed below, but each Party may change the address by written notice to the other Party. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

To the District:

Big Bear Lake Fire Protection District
P.O. Box 10000
Big Bear Lake, CA 92315
Attention: Chairman, Board of Directors

To the CSD:

Big Bear City Community Services District
P.O. Box 558
Big Bear City, CA 92314
Attention: President, Board of Directors

8.4 Insurance. Each Party shall provide and maintain insurance in the form and amounts prescribed below or provide a statement to the other Party that the entity is self-insured up to the amounts specified below:

(a) Commercial General Liability Insurance, occurrence form, with a limit of not less than ONE MILLION DOLLARS ($1,000,000) each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

(b) Automobile Liability Insurance for all vehicles and equipment owned or operated by each Party, occurrence form, with a limit of not less than ONE MILLION DOLLARS ($1,000,000) each occurrence.

(c) Workers' Compensation in at least the minimum statutory limits. With respect to Workers Compensation coverage, the Parties shall provide Workers' Compensation Coverage for its employees (as the employing Party is indicated on Exhibits "A", "B" or "C" as applicable), for all injuries sustained in the normal course and scope of the performance of the services rendered pursuant to this Agreement.

(d) General provisions for all insurance. All insurance shall:

(i) Be endorsed to include the other Party, its elected and appointed directors, officials, officers, employees, volunteers and agents, as additional insureds with respect to this Agreement and the performance of this Agreement. The coverage shall contain no special limitations on the scope of its protection to the above-designated insureds.

(ii) Be primary with respect to any insurance or self-insurance programs of that Party, its elected and appointed directors, officials, officers, employees, volunteers and agents.

(iii) Be evidenced, prior to commencement of services, by properly executed policy endorsements in addition to a certificate of insurance.

(iv) No changes in insurance may be made without the written approval of both Parties' general counsel's offices.

8.5 Costs and Attorney Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, to enforce the terms of this Agreement, the prevailing party in such action shall be entitled to recover from the losing party reasonable attorney's fees and costs of such action, as determined by a court of competent jurisdiction.

8.6 Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

8.7 Not a Joint Venture or Joint Powers Authority. The Parties intend by this Agreement to establish only an Agreement for provision of various services and cost sharing, and do not intend to create a joint powers agency, partnership, joint venture, or joint enterprise of any kind. Notwithstanding the foregoing, the Parties are exploring the possibility of entering into a joint powers agreement or otherwise consolidating and integrating the fire suppression, fire prevention, and medical aid services components of the CSD and the District in the future, and agree that the Parties may use this Agreement and its results to assist in the development or implementation thereof.

8.8 No Third Party Beneficiary. This Agreement is only for the benefit of the Parties hereto as public entities and shall not be construed as or deemed to operate as an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action or obtain any right to benefits or position of any kind for any reason whatsoever.

8.9 Waiver. No failure on the part of either Party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that either Party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.

8.10 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by both Parties, unless otherwise expressly permitted herein. The Parties agree that any modification or amendment to this Agreement shall require an amendment and restatement of this entire Agreement (to create a single "live" agreement in effect at all times), and that any other agreements of the Parties related to the provision of fire suppression, fire prevention, or medical aid services shall be incorporated only into this Agreement and not into a separate agreement of the Parties.

8.11 Governing Law. This Agreement, regardless of where executed, shall be governed by and construed under the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of San Bernardino.

8.12 Authority to Enter into Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective Party.

8.13 Entire Agreement. This Agreement constitutes the complete and exclusive statement of the Agreement between the Parties. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by each Party to be bound, or otherwise expressly permitted under the terms of this Agreement, shall be binding on any of the Parties.

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IN WITNESS WHEREOF, the Parties have executed this SHARED SERVICES AGREEMENT as of the date first indicated above.

Big Bear City Community Services District,
A public entity

By: _____
President, Board of Directors

ATTEST:

By: _____
Board Secretary

APPROVED AS TO FORM:

By: _____
General Counsel

Big Bear Lake Fire Protection District,
A public entity

By: _____
Chairman, Board of Directors

ATTEST:

By: _____
Board Secretary

APPROVED AS TO FORM:

By: _____
General Counsel

EXHIBIT "A"
JOINT FIRE CHIEF

Position: Fire Chief
Name: Jeff Willis
Employer: Big Bear City Community Services District
Job Description/Duties:

BIG BEAR CITY COMMUNITY SERVICES DISTRICT

Job Description

FIRE CHIEF

FLSA CATEGORY: Exempt-Executive
CONFIDENTIAL: Yes
REPORTS TO: Board of Directors
APPROVED BY: Board of Directors
APPROVED DATE: 4-16-2007

SUMMARY

Under direction of Board of Directors, the Fire Chief has full responsibility for the management and overall operation of Fire & Safety Services Department.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Plans, organizes, staffs, directs, and controls provision of fire and related safety services and assures delivery of cost-effective service.
- Develops goals, objectives, and performance measures for Department Budget and Work Plan.
- Develops and administers annual operating and capital budgets.
- Accomplishes goals and objectives by working with Board of Directors, General Manager, other department heads, and staff.
- Oversees training of personnel and administration of laws and regulations affecting department.
- Evaluates fire prevention and fire control policies by keeping abreast of new methods and conducting studies of departmental operations.
- Assumes command at multiple alarm fires.
- Supervises personnel engaged in operation and maintenance of fire stations and equipment.
- Coordinates mutual fire protection plans with surrounding governmental agencies.
- Surveys buildings, grounds, and equipment to estimate needs of department and prepare departmental budget.
- Confers with officials and community groups and conducts public relations and education campaigns to present need for changes in laws and policies and to encourage fire

prevention and public safety.

- Investigates and may delegate investigation of causes of fires and inspections of buildings for fire hazards.
- Controls issue of fire code permits and similar licenses.
- Addresses personnel issues related to assignments, project responsibilities, compensation, training, discipline, morale, team building, and enforcement of job-related Occupational Safety and Health Administration rules and regulations.
- Prepares and presents oral and written reports to District Board of Directors, committees, policy makers in other agencies, individuals and groups.
- Serves on project teams as project manager or team member.
- Attends conferences, meetings, and/or seminars as required.
- Operates motor vehicles while performing certain assigned duties.

SUPERVISORY RESPONSIBILITIES

- Manages all employees in the Fire & Safety Services Department.
- Responsible for the overall direction, coordination, and evaluation of this unit.
- Carries out supervisory responsibilities in accordance with District policies and applicable laws.
- Interviewing, recommending appointments, and training employees.
- Planning, assigning, and directing work.
- Appraising performance.
- Rewarding employees and initiating disciplinary actions including terminations.
- Addressing complaints and resolving problems.

MINIMUM QUALIFICATION REQUIREMENTS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

- Pass a physical examination performed by the District Physician.
- Satisfactorily carry out the duties and responsibilities of this job.
- Work extended and irregular hours, weekends and holidays. Establish and maintain effective working relationships with others.
- Work independently and on project teams.

Ability to:

- Read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations written in English.
- Write reports, business correspondence, and procedure manuals in English.
- Effectively present information and respond to questions from managers, clients, customers, and the general public.
- Add, subtract, multiply, and divide in various units of measure, using whole numbers, common fractions, and decimals.
- Compute rate, ratio, and percent.

- Draw and interpret bar graphs.
- Define problems, collect data, establish facts, and draw valid conclusions.
- Interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.
- Learn and adhere to applicable terms and conditions of employment including safety and health rules and regulations, District rules and regulations, policies and procedures.

EDUCATION/TRAINING/ EXPERIENCE

Seven years of related full-time paid experience; or a Bachelor's degree from recognized four-year college or university, and/or California State Fire Marshal Chief Officer Certification and three years related full-time experience; or equivalent combination of education training and/or experience. Knowledge of computer environment including word processing, spread sheets, and database.

CERTIFICATES/LICENSES

- Possession of a valid California Class C Driver License.
- Ability to meet eligibility standards for motor vehicle insurance coverage established by the District's insurance carrier.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job the employee is regularly required to:

- Use wrists.
- Use hands to finger, handle, or feel.
- The employee frequently is required to stand, walk, reach with hands and arms, climb or balance, and talk or hear.
- The employee is occasionally required to sit; stoop, kneel, crouch, or crawl; and taste or smell.
- The employee must occasionally lift and/or move more than 100 pounds.
- Specific vision abilities required by this job include close vision, distance vision, peripheral vision, and ability to adjust focus through use of corrective lenses as necessary.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job:

- The employee works at elevations of 6,700+ feet and is regularly exposed to outside

weather conditions involving snow and extreme cold in winter months.

- The employee is frequently exposed to moving mechanical parts.
- The employee is required to be closely shaven to permit wearing of respiratory protection equipment.

The employee is occasionally exposed to:

- Wet and/or humid conditions.
- High, precarious places.
- Fumes or airborne particles.
- Toxic or caustic chemicals.
- Extreme heat.
- Risk of electrical shock
- Explosives
- Vibration.
- The noise level in the work environment is usually moderate.

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EXHIBIT "B-1"
ADMINISTRATIVE SERVICES PERSONNEL SUBJECT TO COST SHARING

Position: Assistant Fire Chief
Employer: Big Bear Lake Fire Protection District
Job Description/Duties:

CITY OF BIG BEAR LAKE
FIRE PROTECTION DISTRICT
CLASS SPECIFICATION

Class Title: Assistant Fire Chief **Class Code Number:** 9100

Position Designation: Professional/Management **Division:** Fire

General Purpose of Position

The purpose of this position is to perform a wide variety of administrative and managerial duties related to fire department activities including but not limited to, fire suppression, prevention, investigation, rescue and medical emergencies, hazardous materials, public assistance and education as well as managing assigned personnel. This position reports directly to the Fire Chief and exercises direct supervision over all Fire Department staff.

Results Standards

Results Standards set guidelines for the quality and correct procedure expected when performing any task for the Big Bear Lake Fire Protection District.

I. **Customer Service:**
Government service is provided in a professional and effective manner with an emphasis on responsiveness and accessibility to both employees and the public.

II. **Community Relations:**
Community relations are enhanced through effective communication with the community and by way of the professional and exemplary conduct of each City employee.

III. **Professionalism:**
Job duties are consistently performed in a legal and ethical manner consistent with the code of conduct and standards applicable and appropriate to the position and particular specialized area.

IV. **Production:**
Employee labor products are of high quality and are produced in a timely and cost-effective manner.

V. **Critical Thinking:**
Decisions are made utilizing appropriate problem identification, analysis, and evaluation processes with a continual emphasis on innovation, ethics, and professionalism.

VI. **Teamwork:**
Goals common to the organization are achieved through cooperation, coordination, and the development of professional relationships.

VII. **Professional Development:**
Employees are empowered to perform their jobs at the highest level and are encouraged to improve both personally and professionally. The overall quality of professionalism in the organization is improved through commitment, training, involvement, and education.

VIII. **Leadership:**
Efficiency, effectiveness, and teamwork are promoted by all employees. The values of the City are properly communicated through the behavior of organizational leaders in a manner appropriate to their position.

FORMAT

Result Statements: (in bold) describe common results expected of the Division or results specific to a particular position.

Performance Standards (preceded by a □) describe the specific manner in which the associated Result Statement is achieved by this position. Multiple Performance Standards can be associated with each Result Statement and define the expectations for employee performance.

A. Emergency Services are provided to the community to preserve the safety of persons and property.

- □ Supervision is provided to personnel engaged in fire suppression, emergency medical services, rescues and other related services provided by the district.
- □ All requests for service (non-emergency and emergency) are responded to in a timely and professional manner.
- □ Appropriate tactics, strategy and deployment of district personnel and equipment are implemented during emergency situations.
- □ Rescue, ventilation, extinguishment, and overhaul and property conservation activities are performed as assigned in a professional manner consistent with department procedures.
- □ All duties of the incident commander are carried out at an emergency event until properly relieved.
- □ Twelve performance evolutions are completed as part of an assigned emergency response team annually.

B. Fire Prevention and public education services are provided to increase Fire and Public Health awareness in the public and reduce the frequency of fire loss.

- ☐ A minimum of one CPR or First Aid class or two public education programs are provided for the public annually.
- ☐ The inspection of commercial and industrial buildings is performed and/or supervised to interpret and enforce fire codes and ordinances; identify fire hazards, collect information, and coordinate the pre-fire planning process.

C. Fire Department procedures and staff training are continually updated in order to maximize the effectiveness of the Department.

- ☐ Continuing education units for EMT or paramedic status (minimum of twelve CEU's or twenty-four hours biannually or as required for rectification) are obtained annually.
- ☐ Three training classes for Paid Call personnel are conducted annually.
- ☐ 240 hours of department approved/recommended training are completed annually.
- ☐ Develop and/or revise one lesson plan for training department personnel on a subject assigned by administration annually.
- ☐ One training class for full time personnel with a developed lesson plan is prepared and conducted annually.
- ☐ A department map test is passed annually.
- ☐ One class related to professional development in the emergency services is attended annually.
- ☐ Nine training classes are conducted for Paid Call personnel annually.

D. Facilities and Equipment are maintained in top working condition in compliance with Department standards.

- ☐ Firefighting, hazardous response and emergency medical equipment, fire station and related grounds, facilities and supplies are maintaining in a clean, orderly, and usable condition as assigned.

E. Documentation is maintained on Department activities in a professional manner according to Department procedures.

- ☐ Various reports are prepared in a timely and accurate manner and files are maintained in an up-to-date status as directed.

F. Professional supervision and administration is provided to the Fire Department.

- ☐ Assigned employee evaluations/annual objectives are completed in a timely and professional manner.
- ☐ Annual goals and objectives are prepared for assigned administrative areas.
- ☐ Appropriate and effective communication is maintained with Management to facilitate a collaborative and professional working relationship.

Qualifications

Education: A high school diploma or equivalent and completion of a recognized California State Fire Academy is required. Possession of a State Fire Officer certification or

completion of an Associate's Degree in fire science, fire administration or a related management field is required.

Experience: Five years of full-time fire service experience, including one year as fire engineer or any combination of training and experience that provides the desired knowledge and abilities

Knowledge, Skills, Abilities, and Personal Characteristics

The ability to communicate effectively and to exercise sound judgment is required. Ability to utilize hand tools and light equipment is required. Knowledge of and ability to put into practice sound management practices is required.

Knowledge of modern principles and practices of fire prevention, hazardous materials, suppression, and emergency medical services; current laws and regulations pertinent to fire prevention and safety; District geography, fire hazards, and firefighting resources; fire apparatus, equipment, tools, devices, facilities and their proper use; department rules and regulations; hazardous materials storage, transportation, and use; basic English and arithmetic is required

Ability to interpret current laws, rules, and regulations pertaining to fire prevention and safety; identify hazard conditions and obtain code compliance with minimal technical support; analyze situations and adopt effective course of action; operate various types of firefighting and medical and rescue equipment; maintain firefighting and EMS equipment and station facilities; providing emergency medical services at the paramedic level; transportation of sick and injured; Suppress fires; communicate clearly and concisely both written and verbal; establish and maintain effective working relationships with all members of the department is required.

Physical Requirements

The following requirements are representative of those that must be met by an employee to successfully perform the essential functions of this job: Ability to: endure periods of relative inaction, which still require alertness followed by high activity levels, walk on uneven or slippery surfaces; moves from place to place at emergency sites, demonstrate dexterity and coordination to handle fire equipment, apparatus and large and small tools; occasional lifting of objects weighting up to 100 lbs., exert strength to move the weight of an average human body; reach for items above the head and below the feet; climb up and down ladders; enter confined spaces and other areas; agility to move quickly and easily including the ability to crawl, stoop, or bend; wear personal protective clothing weighing 25-30 pounds; wearing of self-contained breathing apparatus weighting 24 pounds; pulling hose lines up steep mountainous terrain at altitudes of 5,000 feet or more; being exposed to overheating, chilling, and wet clothing; visual acuity sufficient to read gauges and observe conditions at emergency sites in a variety of lighting conditions, including bright light, low light, and low visibility conditions. The employee must frequently lift and/or move up to 25 pounds and occasionally lift and/or move up to 100 pounds. The employee must be physically able to bend, stoop, climb, and reach. This position requires the employee to operate hand tools, power tools, and motor vehicles.

Special Requirements

Possess and maintain a valid California driver's license and/or Class B with Firefighter exemption within one year of employment. Must possess and maintain a valid Emergency Medical Technician Certificate including expanded scope of practice skills adopted by the district along with CPR certification. Possession of, or ability to obtain, an appropriate, valid California Firefighter II certification within one year of employment. Possession of, or ability to obtain within one year of employment the following courses, Apparatus and Equipment, Hydraulics, Instructor Training 1A and 1B.

Tools

This position typically requires the use of the following tools: standard firefighting apparatus, specialized firefighting and emergency life saving equipment, fire engines, and motor vehicles.

Work Environment

This position requires both indoor and outdoor work including contact with public under stressful and/or dangerous conditions. Outdoor conditions vary from hot to extremely cold temperatures. Outdoor work could involve exposure to wind, rain, snow and high levels of noise. Occasional work in confined areas. Work is typically performed as a member of a team. This position involves exposure to hazardous materials and high noise levels and can involve significant risk conditions such as fire, injury and death.

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Position: Battalion Chief
Employer: Big Bear Valley Fire Administration
Job Description/Duties:

Draft

BIG BEAR VALLEY FIRE ADMINISTRATION
Job Description

BATTALION CHIEF
(Suppression)

FLSA CATEGORY: Exempt – Non-Represented
CONFIDENTIAL: Yes
REPORTS TO: Assistant Fire Chief
APPROVED BY: Board of Directors
APPROVED DATE: Draft

SUMMARY

Under general direction, performs responsible management, technical and administrative work in commanding and coordinating fire emergency operations, training, public education, emergency planning, facility/equipment maintenance, and other related programs and services; provides responsible and technical staff assistance; implements program goals and objectives; assists with preparation and administration of budget; oversees and supervises assigned staff.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Assist in the development and implementation of goals, objectives, policies, and priorities.
- Make periodic inspections of personnel and the general condition of equipment, apparatus, and fire stations.
- Plan, organize, direct, and participate in the organization's program based training program including the administration of the paid call academy.
- Participate with company captain in the training of personnel and serve as an instructor for specialized in-service training courses.
- Coordinate public fire safety training program.
- Prepare and maintain a variety of records and reports.

SUPERVISORY RESPONSIBILITIES

- The Battalion Chief functions with primary responsibility to assure that assigned personnel, apparatus, equipment and facilities are maintained in appropriate readiness to respond to a variety of emergency calls for service.
- Under general direction, directs, manages, supervises, and coordinates the activities and operations of assigned shift within the organization including operations, training, facility/equipment maintenance, public education and related programs
- Has the ability to functions as a Training Officer for the organization

- Oversees the development and implementation of the organization's training programs.
- Ability to serve as Duty Chief for assigned periods and responds to emergency incidents; coordinates assigned activities with other shifts, divisions, departments, and outside agencies
- Provides highly responsible and complex administrative support to the Fire Chief and Assistant Chief
- Manages and participates in the development and implementation of goals, objectives, policies, and priorities for departmental programs and services; recommends and administers policies and procedures
- Handles personnel issues including disciplinary actions
- Participates in the development of the organization's annual budget
- Identifies the training needs of subordinate personnel
- Provides or coordinates shift level training and drills in fire fighting methods, techniques, and related subjects
- Coordinates training programs with other shifts, divisions, departments and outside agencies
- Maintains shift personnel training records

ABILITY TO

- Direct and supervise forces in the suppression of fires, in the control of incidents involving hazardous chemicals and other materials as required; ascertain the need for and type of additional equipment necessary to counteract the emergency; make technical decisions utilizing emergency services best practices and methods for incident mitigation after observing the fire, receiving and interpreting oral reports from initial command officers.
- Communicate clearly and concisely, both orally and in writing
- Lead, direct, and motivate others
- Work independently
- Establish and maintain effective working relationships
- Analyze problems and apply sound judgment in developing alternatives
- Interpret, explain, and apply policies and procedures in managing a variety of diverse and complex situations
- Handle confidential operation and employee information
- Lead operations staff in delivering emergency services
- Conduct surveys and studies to determine training needs
- Perform post incident analysis
- Coordinate training records; set up system and review updating of individual and company training records
- Serves as liaison with the San Bernardino County Training Officers Association
- Operate office equipment including computers and supporting word processing, spreadsheet, e-mail, and incident reporting software applications

EDUCATION/TRAINING/EXPERIENCE

- A combination of the following experience and training is required for this position.
- Ten (10) years of fire service experience, including two (2) year at the shift supervisory level, is required.
- Equivalent to completion of an Associate's degree in fire science, management, business administration, or related field is highly desirable.
- Qualification as Big Bear Valley Duty Officer must be completed by the end of probation.

CERTIFICATES/LICENSES

- Possess and maintain current Emergency Medical Technician or First Responder Certification.
- Possession of a valid California Class C Driver License with Firefighter endorsement.
- Ability to meet eligibility standards for motor vehicle insurance coverage established by the District's insurance carrier.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to:

- Use wrists.
- Use hands to finger, handle, or feel.
- The employee frequently is required to stand, walk, reach with hands and arms, climb or balance, and talk or hear.
- The employee is occasionally required to sit; stoop, kneel, crouch, or crawl, and smell.
- The employee must be capable of occasionally lifting and/or moving objects weighing more than 100 pounds.
- Specific vision abilities required by this job include close vision, distance vision, peripheral vision, and ability to adjust focus through use of corrective lenses as necessary.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job:

- The employee works at elevations of 6,700+ feet and is regularly exposed to outside weather conditions involving snow and extreme cold in winter months.

- The employee is frequently exposed to moving mechanical parts.
- The employee is required to meet departments grooming standards.

The employee may occasionally be exposed to:

- Wet and/or humid conditions.
- High, precarious places.
- Fumes or airborne particles.
- Toxic or caustic chemicals.
- Blood borne pathogens and other communicable diseases
- Extreme heat.
- Risk of electrical shock.
- Explosives.
- Vibration.
- Noise levels in the work environment that are usually loud.

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Position: Fire Training Captain
Employer: Big Bear City Community Services District
Job Description/Duties:

BIG BEAR CITY COMMUNITY SERVICES DISTRICT
Job Description

FIRE TRAINING CAPTAIN

JOB INFORMATION

EEOC Category: Professional
FLSA Category: Nonexempt
Approved By: Board of Directors
Approved Date: 4-8-97

SUMMARY

Under direction of chief officers, supervises and participates in the work of fire personnel assigned to Fire & Safety Services Department.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Maintains and manages training programs:

- Inventory and order training manuals for fire fighter review, when needed.
- Make available all training information pertinent to fire certifications.
- Make available all training information pertinent to medical certifications.
- Make available and record training lesson plans for the California State Fire Fighter I and II certifications.
- Develop training lesson plans for the Department.
- Make available and record training lesson plans for the California State Driver/Operator I certification.
- Make available all information regarding changes in Training, Fire Suppression, Investigation, and Health/Safety when such information is made available.
- Make available all information from OSHA, CAL OSHA, NFPA, and the State of California regarding recommendations in training needs and requirements.

Arranges scheduling and coordination of training programs:

- Schedule Paid-Call Fire Fighter drill sessions.
- Coordinate with the Big Bear Lake Fire Department, the San Bernardino County Fire Department, and the U.S. Forest Service scheduling quarterly Mutual Agency drills for Paid-Call and Full-time Fire Fighters.
- Assist shift personnel with training and in the documentation of all training sessions, CE's, DMV, EMT, CPR, certifications.
- Coordinate training activities with the Fire Chief's of the Big Bear City Fire Department.

Provide reports, representation, and recommendations:

- Analyze all training within the Big Bear City Fire Department and develop necessary programs to meet the goals and objectives of the Department.
- Provide the Fire Chief with any necessary reports and recommendations on the effectiveness of the training programs.
- Attend the San Bernardino County Training Officers' monthly meetings.

When working as a Shift Fire Captain, the following will apply:

Directs firefighting crews accordingly. Trains subordinates in use of equipment and methods of extinguishing all types of fires. Evaluates efficiency of personnel.

Participates in preparation and administration of training budget and Work Plan and in formulating goals, objectives and performance measures of the training division. Prepares plans and specifications for new equipment or modifications to existing equipment to provide increased operational capacity or efficiency. Addresses personnel issues related to training assignments, morale, and enforcement of job related Occupational Safety and Health Administration rules and regulations while training. Prepares reports and inputs data into Department record management system related to training division. Maintains records of physical fitness for the purpose of California Incident Command Certification System. Interprets job-related information conveyed orally and in writing. Communicates information orally and in writing. Serves on project teams as project manager or team member. Attends conferences, meetings, and/or seminars as assigned. Operates motor vehicles while performing certain assigned duties.

Performs other duties as assigned.

SUPERVISORY RESPONSIBILITIES

Supervises all suppression personnel at the Captain level of Big Bear City Fire Department; approximately 50 employees total, for the purpose of training, evolutions, and personnel development. Carries out supervisory responsibilities in accordance with District policies and applicable laws. Responsibilities include training employees; planning, assigning, and directing training; appraising performance; addressing complaints and resolving problems.

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education/Training/Experience: Associate's degree in Fire Technology, or California State Fire Marshal Fire Officer certification, and four years of related full-time experience.

Language Skills: Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals written in English. Ability to write routine reports and correspondence in English. Ability to speak effectively before groups.

Mathematical Skills: Ability to add, subtract, multiply, and divide in various units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

Reasoning Ability: Ability to think clearly. Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations. Learn and adhere to applicable terms and conditions of employment including safety and health rules and regulations, District rules and regulations, policies and procedures.

Certificates/Licenses/Registration: Possession of current Emergency Medical Technician 1-A, Cardiopulmonary Resuscitation, Fire Fighter I and II certification. Possession of a valid California Class B Driver License and ability to meet eligibility standards for motor vehicle insurance coverage established by the District's insurance carrier.

Other Qualifications: Minimum 21 years of age. Ability to pass Department written, oral, and/or physical ability examinations. Ability to pass a physical examination performed by the District Physician. Ability to satisfactorily carry out the duties and responsibilities of this job. Ability to work overtime, and selected weekends. Ability to establish and maintain effective working relationships with others; work independently and on project teams.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to use wrists; use hands to finger, handle, or feel. The employee frequently is required to stand, walk, reach with hands and arms, climb or balance, and talk or hear. The employee is occasionally required to sit; stoop, kneel, crouch, or crawl; and smell. The employee must occasionally lift and/or move more than 100 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, and ability to adjust focus through use of corrective lenses as necessary.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee works at elevations of 6,700+ feet and is regularly exposed to outside weather conditions involving snow and extreme cold in winter months. The employee is frequently exposed to moving mechanical parts. The employee is occasionally exposed to wet and/or humid conditions; high, precarious places; fumes or airborne particles; toxic or caustic chemicals. The employee is required to be closely shaven to permit respiratory protection equipment to form a tight seal. The noise level in the work environment is usually loud.

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Position: Administrative Secretary
Employer: City of Big Bear Lake
Job Description/Duties:

CITY OF BIG BEAR LAKE

ADMINISTRATIVE ASSISTANT

Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications may not include all duties performed by individuals within a classification. In addition, specifications are intended to outline the minimum qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.

DEFINITION:

Under general supervision, performs a wide variety of routine and complex office, clerical, and administrative support tasks and duties for management and other staff requiring knowledge of a specialized function or service in order to support an assigned department; assists the public by providing information personally or directing information requests according to established procedures; sorts, logs, and maintains records and other documents; learns policies, procedures, and work methods associated with assigned duties; performs other related duties as required.

DISTINGUISHING CHARACTERISTICS:

The **Administrative Assistant** is the full working level class in which incumbents are expected to independently perform the full scope of duties in an assigned department. Incumbents perform a full range of office and administrative support duties, including organization and coordination of work load, preparation of reports, review of plan submittals, inspection scheduling, permit and license issuance, and explanation of City ordinances, all requiring considerable department/program knowledge. This classification is distinguished from classification of Administrative Assistant - HR in that the latter has responsibility for performing confidential duties in support of in a Human Resources environment dealing with employee-employer relations' matters.

SUPERVISION RECEIVED/EXERCISED:

Receives general supervision from the Director or manager of an assigned department or major division. Incumbents in this class do not routinely exercise supervision.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following and may vary relative to the assigned department)*

- Performs a wide variety of routine and complex office, clerical, and administrative support tasks and duties, including organizing and coordinating work; sets priorities and meets deadlines.

- Assists the public by phone and receives visitors at the counter; listens to and receives

complaints; demonstrates an understanding of applicable policies, procedures, and work methods associated with assigned duties; responds to questions and concerns from the general public; represents the City to all callers and visitors in a professional and customer friendly manner.

- Uses computers to enter, prepare, and proofread drafts, labels, forms, envelopes, and a variety of documents, which may include complex correspondence, agendas, press releases, reports, and memos; prepares and distributes a variety of documents; creates logs, databases, and forms; prepares and distributes public hearing notices; maintains accurate files and records.
- Maintains appointment schedules and calendars; arranges meetings and conferences; coordinates travel arrangements.

- Distributes, collects and reviews timecards for accuracy and prepares payroll for the department

- Orders supplies; creates purchase orders; prepares invoices for payment; monitors expenditures; submits demands for payment; sorts and distributes mail.

- Performs special projects, which may include special studies, field surveys and researching parcel information and property permit history.

- *When assigned to Building and Safety-* Provides counter assistances; accepts plans and submittals; issues permits; pulls inspection requests from voicemail; sets up appointments for Business License inspections; processes gas and electrical releases to utility companies; maintains various documents, including Certificates of Occupancy, etc.; prepares monthly inspection reports.

- *When assigned to Community Services –* Assists the public at the code counter; answers questions and provides information regarding municipal and development codes, the Transient Private Home Rental Program; receives complaints; researches and generates code complaint investigation forms and routes forms to investigators; processes TPHR registration applications and renewals; processes TPHR inspection documentation.

- *When assigned to Engineering –* Tracks plan submittals; maintains plan logs and files; issues sewer permits; processes Encroachment Permits, including processing payments, insuring required bonds and insurances, advising applicants of required permits and procedures; coordinates inspections as needed; coordinates Lot Line Adjustments, Lot Mergers, Certificates of Compliance, Offers of Dedication, Parcel Maps and Tract Maps; prepares recordation of action with the County.

- *When assigned to Finance – Receipts all money generated by departments; maintains the Business License data base; proof check registers; assembles accounts payable documentation; generates data for license renewals.*

- *When assigned to Fire –* Develops monthly reports for the Fire Chief and Fire Board; assists in tracking various departmental programs, included human resources; updates and maintains code books; tracks incident reports and maintains related files; prepares EMS billing;

processes payroll; maintains data for the purposes of grant, FEMA, Fire Strike Team and other funding reimbursement.

- *When assigned to Planning* - Prepares agendas for Planning Commission and Design Review Committee meetings or other meetings as requested; distributes agendas; prepares required meeting notices; attends and takes minutes at all Planning Commission meetings or at other meetings as necessary; transcribes meeting minutes; receives and reviews new development applications for completeness and routes documents to planners; logs and tracks plans checks; prepares appropriate notices for public notice of negative declarations and various studies; .

- *When assigned to Public Works* – Receives requests for service and complaints over the phone and in person; prepares service requests; collects and inputs work orders when completed; prepares monthly report on work completed, time reporting for each employee by category; provides administrative support to multiple divisions.

- May assist in bid process; purchases on-going and special supplies; processes accounts payable and receivable for a department; maintains timesheets and other employee related files and documents.

- Assists in supporting other departments as needed; depending on assignment, may support contract staff.

- Establishes positive working relationships with representatives of community organizations, state/ local agencies, City management and staff, and the public.

PHYSICAL, MENTAL, AND ENVIRONMENTAL WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, and stooping in the performance of daily office activities. The position also requires grasping, repetitive hand movement and fine coordination in preparing statistical reports and data using a computer keyboard. Additionally, the position requires near and far vision in reading correspondence, statistical data and using the computer, and acute hearing is required when providing phone and personal service. The need to lift, drag, and push files, paper, and documents weighing up to 25 pounds also is required.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills, and abilities necessary for an **Administrative Assistant.** A typical way of obtaining the required qualifications is to possess the equivalent of two years of significant, directly related, and progressive clerical experience, and a high school diploma or the equivalent. Experience in a public agency is preferred.

License/Certificate:

Possession of, or ability to obtain, a valid Class C California driver's license.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Standard office and administrative policies and procedures as related to an assigned department(s); City codes and ordinances related to assigned division/department; records processing and maintenance procedures and systems; building and zoning ordinances; procedures for permit applications and issuance; backflow prevention programs; preparation of complicated documents; basic principles of mathematics; applicable federal, state, and local laws, codes, and regulations; methods and techniques of scheduling work assignments; standard office procedures, practices, and equipment; modern office equipment, including a computer and applicable software; methods and techniques for record keeping and report preparation and writing; proper English, spelling, and grammar; occupational hazards and standard safety practices.

Ability to:

Provide general clerical support; read, understand, and review documents for accuracy and relevant information; use applicable office terminology, forms, documents, and procedures in the course of the work; read, understand, and explain zoning and building ordinances; approve and issue building and encroachment permits; learn the policies, procedures, and guidelines of the assigned department(s) in a timely manner; maintain accurate office files; compose correspondence or documents; meet critical deadlines; deal successfully with the public, in person and over the telephone; courteously respond to community issues, concerns and needs; attend evening meetings as required; perform mathematical calculations quickly and accurately; interpret, explain, and apply applicable laws, codes, ordinances, and regulations; read, interpret, and record data accurately; organize, prioritize, and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze a complex issue and develop and implement an appropriate response; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships.

Skill to:

Operate an office computer and a variety of word processing and software applications.

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Position: Fire Inspector
Employer: Big Bear City Community Services District
Job Description/Duties:

BIG BEAR CITY COMMUNITY SERVICES DISTRICT

Job Description

FIRE PREVENTION INSPECTOR

FLSA CATEGORY: Non-Exempt Safety
CONFIDENTIAL: Yes
REPORTS TO: Fire Chief
APPROVED BY: Board of Directors
APPROVED DATE: October 1, 2007

SUMMARY

The Fire Inspector is a safety employee who coordinates the Fire Department's fire prevention, inspection, and public education programs. The employee works with limited supervision and is subordinate to the Fire Chief; conducts plan review for new construction, and special events; conducts plan review in conjunction with an outsourcing service for fire sprinkler and alarm systems. Performs other duties as assigned, which may require the incumbent to respond to callback duty after normal working hours, or on weekends and holidays.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Manages fire prevention and life safety programs:

- Develops and maintains annual commercial occupancy fire and life safety inspection program.
- Coordinates prevention activities assigned to shift personnel.
- Coordinates prevention activities during special events.
- Works with business, community, special interest groups, and K through 12 schools to deliver fire prevention and educations programs that are informative and effective.

Reviews, inspects, and approves plans and facilities relating to fire prevention and life safety systems:

- Reviews plan for new construction to ensure compliance of National, State, County, and local fire codes and related building codes.
- Reviews plans for special events checking for compliance with National, State, County, and local codes.
- Review plans for fire suppression systems in conjunction with an out sourcing service to ensure compliance with National Standards, State, County, and local codes.
- Review plans for fire detection systems to ensure compliance with National Standards, State, County, and local codes.

- Review plans for vegetation management in conjunction with the state forester to ensure compliance with defensible space and current forest management practices on private lands.
- Issues operating permits for special events, outdoor burning, outside welding, tar kettles, etc.
- Monitors commercial and industrial use of hazardous materials.
- Performs annual business inspections.
- Performs inspections on properties to ensure compliance with approved plans.
- Performs inspections, commercial and residential, on fire suppression systems.
- Performs inspections, commercial and residential, on fire and smoke detection systems.
- Performs inspections related to vegetation management.

Data collection, reporting, and investigations:

- Conducts research, analyzes data, and develops programs and regulations pertaining to the prevention of fire and protection of lives and property.
- Prepares compliance or correction notices for code violations.
- Communicates effectively with the public, in person, by phone, or in writing occasionally in adverse situations.
- Conducts investigations of reported fire hazards.
- Issues citations when necessary, at the direction of the Fire Chief.
- Works closely with San Bernardino County Code Enforcement and San Bernardino County Weed Abatement.
- Testifies in courts.
- Determines fire cause and origin in conjunction with the shift Captain.
- Works with insurance company private investigators.
- Works with State, County, and Federal arson investigators.
- Investigates incidents relating to hazardous material handling, illegal dumping, illegal business activity, and illegal citizen activity.
- Coordinates code compliance with other assisting enforcement agencies and stakeholders.

Maintains currency with code development, modern suppression equipment, processes, and advancing technology:

- Participates in professional development organizations.
- Participates on code implementation committees.
- Manages the code adoption process at the local level.
- Seeks continuing education opportunities with focus on fire prevention, education, and investigation.
- Seeks opportunities to deliver quality fire prevention and education programs through the use of new and/or advancing technologies.

Attends miscellaneous community and special interest group meetings:

- Disseminates information relevant to the current activities or concerns of the Fire Department organization.
- Communicates meeting information to fire department administration.
- Resolves any conflict or request with attendees of the meeting.

QUALIFICATIONS

Thorough knowledge of the principles, systems, procedures, practices, and methods employed in fire prevention and inspection; of the adopted Fire Code, Health and Safety Code, related sections of the Current Building Code and current Mechanical Code; Considerable knowledge of fire fighting methods and equipment; departmental policies and procedures, and the laws of regulations governing operation of a fire department; fire engineering principles and the systems and equipment used in detecting and suppressing fires. Working knowledge of fire apparatus and facilities maintenance.

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are necessary for the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education/Training/Experience

Any combination of education and/or experience that has provided the knowledge, skills, and abilities necessary for satisfactory job performance. Examples of combinations include graduation from high school or GED, supplemented by courses in fire science at the college or community college level. Minimum three years full time experience in Fire Service.

Language Skills: Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations written in English. Ability to write reports, business correspondence, and procedure manuals in English. Ability to effectively present information and respond to questions from managers, clients, customers, and the general public.

Mathematical Skills: Ability to add, subtract, multiply, and divide in various units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent, and to draw and interpret bar graphs.

Reasoning Abilities: Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables. Learn and adhere to applicable terms and conditions of employment including health and safety rules and regulations, District rules and regulations, policies, and procedures.

Certificates/Licenses/Registration: Possession of a valid Class C Driver's License; ability to meet eligibility standards for motor vehicle insurance coverage established by the District's insurance carrier; and:

- Level 1 California State Fire Marshal Fire Prevention certification.
- Level 1 California State Fire Marshal Investigator certification.
- PC 832 California Peace Officer certification.

Other Qualifications: Ability to satisfactorily carry out the duties and responsibilities of this job. The individual should be able to exercise sound judgment, be able to plan, be well

organized, have good verbal and written communication skills, work well under pressure, be proactive, flexible, and cooperative. The individual should also be accurate, timely, and discreet. Ability to establish and maintain effective working relationships with others, work independently and on project teams.

This position requires the use of a computer, word processing, data base software, and standard office equipment. This position requires the operation of a motor vehicle.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to use wrists, use hands to finger, handle, or feel. The employee is required to stand, walk, reach with hands and arms, climb or balance, and talk and hear. The employee is occasionally required to sit, stoop, kneel, crouch or crawl, and taste and smell. The employee must occasionally lift and/or move up to 100 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, and the ability to adjust focus through use of corrective lenses as necessary.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee works at elevations of 6,700+ feet and is regularly exposed to outside weather conditions involving snow and extreme cold in winter months. The employee is exposed to moving mechanical parts. The employee is occasionally exposed to wet and/or humid conditions; high, precarious places; fumes or airborne particles; toxic or caustic chemicals; extreme heat; risk of electrical shock; explosives, and vibration. The employee is required to be closely shaven to permit wearing of respiratory protection equipment, if required. The noise level in the work environment is usually moderate to quiet.

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EXHIBIT "B-2"
ADMINISTRATIVE SERVICES PERSONNEL NOT SUBJECT TO COST SHARING

Position: EMS Coordinator
Employer: Big Bear City Community Services District
Job Description/Duties:

BIG BEAR CITY COMMUNITY SERVICES DISTRICT
Job Description

EMS COORDINATOR

JOB INFORMATION

EEOC Category: Professional
FLSA Category: Exempt
Approved By: Board of Directors
Approved Date: 02/05/07

SUMMARY

Under general direction of Chief Officers, is responsible for planning, coordinating, monitoring, and evaluating the delivery of emergency medical care, while ensuring compliance with local and state regulations and guidelines related to Emergency Medical Services (EMS) programs.

ESSENTIAL DUTIES

- Develops objectives, recommends and assists in implementing policies and operating standards related to emergency medical services.
- Monitors programs, operations, and personnel for compliance with local and state rules, regulations, and guidelines related to emergency medical services.
- Evaluates, coordinates, and monitors Continuous Quality Improvement (CQI) issues, as well as develops and implements CQI mechanisms necessary for evaluation of system compliance as well as to ensure EMS excellence.
- Coordinates, the District's paramedic and EMS pre-hospital care and transportation system.
- Coordinates, trains, and motivates paramedic and EMT personnel to ensure performance meets department and ICEMA standards.
- Coordinates billing procedures and conducts periodic audit of medical billing.
- Performs routine and special evaluations of paramedics and EMTs in classroom, clinical, and field setting to monitor the effectiveness of EMS services delivery by department personnel.
- Manages EMS records to ensure accuracy and confidentiality.
- Maintains records and generates reports for paramedic educational and licensing requirements.
- Provides medical oversight of the pre-hospital medical care and transportation provided by EMTs and paramedics to ensure compliance with accepted clinical standards.

- Performs a variety of administrative, operational, research, and analytical duties in support of the program and develops reports.
- Assists in preparing and monitoring the EMS budget.
- Investigates complaints and responds to inquiries about the EMS budget.
- Acts as liaison with local and state regulatory EMS agencies, hospital personnel, paramedic trainers, other fire agencies, and the public in the course of managing the EMS program.
- Coordinates and oversees the Lifecare subscription program.
- Will work as a Fire Fighter/Paramedic on emergency incidents as needed.
- Performs related duties as assigned.

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are necessary for the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education/Training/Experience

1. High School Diploma or equivalent.
2. Completion of an accredited Paramedic training program.
3. A.S. degree in pre-hospital emergency medicine or experience, which is commensurate with a degree program preferred.
4. Completion of University/Medical teaching institution level advanced cardiopulmonary program or training which would allow for adequate advanced instruction of cardiopulmonary diseases and 12 lead ECG interpretations.
5. Fire Fighter I certification.
6. Five years full-time experience as a licensed paramedic working within the County of San Bernardino.
7. One year as a full-time Fire Fighter I. (May or may not be applicable)
8. Experience in quality improvement, paramedic instruction, employee management, disaster preparedness, and ambulance/paramedic/transportation operations.

Knowledge and Skills:

- Possession of a valid California driver's license.
- Minimum of five years experience in emergency medical services as a licensed paramedic working within the State of California and/or ICEMA region.
- Knowledge of emergency medical care, basic and advanced life support standards and care delivery systems.
- Knowledge of ambulance transportation system management.
- Knowledge of pertinent federal, state, and local rules, regulations, and ordinances.
- Knowledge of curriculum development, effective instructional delivery strategies, and the development of instructional materials.
- Ability to develop and implement policy and procedures.
- Ability to effectively manage and coordinate a comprehensive EMS program.

- Ability to develop, conduct, and facilitate training programs and meetings.
- Ability to maintain confidentiality of medical and other privileged information.
- Ability to analyze problems and develop logical solutions.
- Ability to communicate clearly and concisely, both orally and in writing.
- Ability to exercise sound independent judgment.
- Ability to establish and maintain cooperative working relationships with all Fire Department personnel, other agencies, and the general public.

Language Skills: Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations written in English. Ability to write reports, business correspondence, and procedure manuals in English. Ability to effectively present information and respond to questions from managers, clients, customers, and the general public.

Mathematical Skills: Ability to add, subtract, multiply, and divide in various units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent, and to draw and interpret bar graphs.

Reasoning Abilities: Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables. Learn and adhere to applicable terms and conditions of employment including health and safety rules and regulations, District rules and regulations, policies, and procedures.

Certificates/Licenses/Registration: Possession of a valid California Driver's License; and ability to meet eligibility standards for motor vehicle insurance coverage established by the District's insurance carrier; and:

1. State of California Paramedic License
2. San Bernardino County Paramedic Accreditation
3. Fire Fighter I Certification
4. ACLS Certification
5. BLS Certification

Other Qualifications: Minimum 18 years of age. Ability to pass Department written, oral and/or physical agility examinations. Ability to pass a physical examination performed by the District physician. Ability to satisfactorily carry out the duties and responsibilities of this job and ability to work extended and irregular hours, weekends, and holidays. Ability to establish and maintain effective working relationships with others; work independently and on project teams. Possible future requirement of PALS and NALS certifications.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to use wrists, use hands to finger, handle, or feel. The employee frequently is required to stand, walk, reach with hands and arms, climb or balance, and talk or hear. The employee is occasionally required to sit; stoop, kneel, crouch or crawl; and taste or smell. The employee must occasionally lift and/or move more than 100 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, and ability to adjust focus through use of corrective lenses as necessary.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee works at elevations of 6,700+ feet and is regularly exposed to outside weather conditions involving snow and extreme cold in winter months. The employee is exposed to moving mechanical parts. The employee is occasionally exposed to wet and/or humid conditions; high, precarious places; fumes or airborne particles; toxic or caustic chemicals; extreme heat; risk of electrical shock; explosives, and vibration. The employee is required to be closely shaven to permit wearing of respiratory protection equipment. The noise level in the work environment is usually loud.

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Position: EMS Accounting Clerk
Employer: Big Bear City Community Services District
Job Description/Duties:

BIG BEAR CITY COMMUNITY SERVICES DISTRICT
Job Description

EMS ACCOUNTING CLERK

FLSA CATEGORY: Non-Exempt
CONFIDENTIAL: Yes
REPORTS TO: Fire Chief
APPROVED BY: Board of Directors
APPROVED DATE: September 18, 2006

SUMMARY

Under direction of Fire Chief, obtains and processes financial data used in maintaining accounting records. Provide information to citizens and callers, and assists officials with department clerical work and administrative details.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Patient accounting/billing/collections:

- Processes all claims to proper third party payers for reimbursement of charges incurred by patient.
- Performs patient insurance, Medicare, Medi-Cal follow-up and communications with patients, intermediaries, and federal agencies.

Customer payments and accounts receivable:

- Batch and post patient payments and balance cash records. Open accounts receivable paperwork as received. Date stamps invoices and verifies amount of payment to invoice or other supporting documentation. Codes individual receipts to proper General Ledger account. Enters receipts into accounting system, runs edit list and verifies totals. Endorse all checks, prepare bank deposits, and take deposits to bank.
- Prepares journal entries for various financial transactions and enters same into accounting system. Reconciles various General Ledger accounts.
- Prepare schedules for annual audit.
- Prepares accounts receivable invoices and maintains billing records.
- Responsible for Lifecare membership, billing, and collection activities.

Administrative duties:

- Reads and routes incoming mail. Prepares outgoing mail. Composes and types correspondence. Files and maintains correspondence and other records. Makes copies of correspondence or other printed matter.
- Receives and routes incoming telephone calls from customers and public. Answers telephone and give information to callers or routes call to appropriate official and places

outgoing calls. Greets visitors, ascertains nature of business, escorts visitors to appropriate person, or handles request.

- Compiles and type's statistical reports, letters, dictation notes etc. Records minutes of official functions.
- Interprets and communicates job-related information conveyed orally and in writing.
- Serves on project teams as project manager or team member.
- Attends conferences, meetings, and/or seminars.
- Operates motor vehicles while performing certain assigned duties.
- Performs other duties as assigned.

SUPERVISORY RESPONSIBILITIES

This job has no supervisory responsibilities.

MINIMUM QUALIFICATION REQUIREMENTS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Ability to:

Ability to read and comprehend simple instructions, short correspondence, and memos written in English. Ability to write simple correspondence in English. Ability to effectively present information in one-on-one and small group situations to customers and other employees of the organization.

Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume. Ability to apply concepts of basic algebra.

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form. Learn and adhere to applicable terms and conditions of employment including safety and health regulations, District rules and regulations, policies and procedures.

Ability to satisfactorily carry out the duties and responsibilities of this job. Ability to work overtime. Ability to establish and maintain effective working relationships with others; work independently and on project teams.

EDUCATION/TRAINING/EXPERIENCE

Associate's degree or equivalent from two-year college or technical school, or two years related full-time experience; or equivalent combination of education, training, and/or experience. Knowledge of office machines and computer environment including word processing, spread sheets, and database. Operates the computer and performs the entering of input data, removal, and distribution of output as required by application systems.

CERTIFICATES/LICENSES/REGISTRATION

Possession of a valid California Class C Driver License; and ability to meet eligibility standards for motor vehicle insurance coverage established by the District's insurance carrier.

PHYSICAL DEMANDS

Must be able to pass a physical examination performed by the District Physician. The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit; use wrists; use hands to finger, handle, or feel; reach with hands and arms; and talk or hear. The employee is frequently required to stand and walk. The employee is occasionally required to climb or balance and stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 30 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, and ability to adjust focus through use of corrective lenses as necessary.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee works at elevations of 6,700+ feet and is occasionally exposed to outside weather conditions involving snow and extreme cold in winter months. The noise level in the work environment is usually moderate.

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EXHIBIT "C"
OPERATIONS PERSONNEL

Position: Captain
Employer: Big Bear City Community Services District
Job Description/Duties:

BIG BEAR CITY COMMUNITY SERVICES DISTRICT

Job Description

FIRE CAPTAIN

JOB INFORMATION

EEOC Category: Professional
FLSA Category: Nonexempt
Approved By: Board of Directors
Approved Date: 04-08-97

SUMMARY

Under direction of chief officers, supervises and participates in the work of fire personnel assigned to Fire & Safety Services Department.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Oversees response to fire, medical and related emergencies and actively engages in work of fire fighters at scene. Determines from evaluating the extent of fire, condition of building, danger to adjacent buildings, and source of water supply, and directs firefighting crews accordingly. Trains subordinates in use of equipment and methods of extinguishing all types of fires. Evaluates efficiency of personnel. Inspects station house, buildings, grounds, and facilities, and examines apparatus and equipment, such as ladders and hoses, to ensure compliance with departmental maintenance standards. Inspects commercial and residential establishments and reports fire hazards or safety violations. Recommends corrective measures for fire hazards or safety violations to building owners. Compiles report of each fire call, listing location, type, probable cause, estimated damage, and disposition according to National Fire Incident Reporting System (NFIRS) requirements. Responds to rescue and emergency calls to render emergency medical service. Responds to public assistance requests. Conducts fire drills for occupants of buildings. Supervises and coordinates activities of fire companies fighting multiple alarm fire until relieved by higher-ranking officer.

Participates in preparation and administration of Department Budget and Work Plan and in formulating goals, objectives and performance measures. Prepares plans and specifications for new equipment or modifications to existing equipment to provide increased operational capacity or efficiency. Addresses personnel issues related to

assignments, discipline, morale, and enforcement of job related Occupational Safety and Health Administration rules and regulations. Prepares reports and keeps maintenance, safety, and other records. Maintains records of physical fitness and personal safety equipment. Interprets job-related information conveyed orally and in writing. Communicates information orally and in writing. Serves on project teams as project manager or team member. Attends conferences, meetings, and/or seminars as assigned. Maintains quarters and equipment. Operates motor vehicles while performing certain assigned duties.

Performs other duties as assigned.

SUPERVISORY RESPONSIBILITIES

Directly supervises subordinate employees on a shift in the Fire & Safety Services Department. Carries out supervisory responsibilities in accordance with District policies and applicable laws. Responsibilities include training employees; planning, assigning, and directing work; appraising performance; rewarding employees and initiating disciplinary actions; addressing complaints and resolving problems.

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education/Training/Experience: Associate's degree in Fire Technology, or California State Fire Marshal Fire Officer certification, and two years of related full-time experience as a Fire Engineer with the Big Bear City Fire Department; or equivalent combination of education, training, and/or experience.

Language Skills: Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals written in English. Ability to write routine reports and correspondence in English. Ability to speak effectively before groups.

Mathematical Skills: Ability to add, subtract, multiply, and divide in various units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

Reasoning Ability: Ability to think quickly and clearly during emergency incidents. Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations. Learn and adhere to applicable terms and conditions of employment including safety and health rules and regulations, District rules and regulations, policies and procedures.

Certificates/Licenses/Registration: Possession of current Emergency Medical

Technician 1-A, Cardiopulmonary Resuscitation, Fire Fighter I and II certification. Possession of a valid California Class B Driver License and certification as Driver/Operator I; and ability to meet eligibility standards for motor vehicle insurance coverage established by the District's insurance carrier, or special operators license as required.

Other Qualifications: Minimum 21 years of age. Ability to pass Department written, oral, and/or physical ability examinations. Ability to pass a physical examination performed by the District Physician. Ability to satisfactorily carry out the duties and responsibilities of this job. Ability to work shifts, overtime, weekends and holidays. Ability to establish and maintain effective working relationships with others; work independently and on project teams.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to use wrists; use hands to finger, handle, or feel. The employee frequently is required to stand, walk, reach with hands and arms, climb or balance, and talk or hear. The employee is occasionally required to sit; stoop, kneel, crouch, or crawl; and smell. The employee must occasionally lift and/or move more than 100 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, and ability to adjust focus through use of corrective lenses as necessary.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee works at elevations of 6,700+ feet and is regularly exposed to outside weather conditions involving snow and extreme cold in winter months. The employee is frequently exposed to moving mechanical parts. The employee is occasionally exposed to wet and/or humid conditions; high, precarious places; fumes or airborne particles; toxic or caustic chemicals; extreme heat; risk of electrical shock; explosives; and vibration. The employee is required to be closely shaven to permit respiratory protection equipment to form a tight seal. The noise level in the work environment is usually loud.

Position: Captain
Employer: City of Big Bear Lake
Job Description/Duties:

BIG BEAR LAKE
FIRE PROTECTION DISTRICT
CLASS SPECIFICATION

Class Title: Captain **Class Code Number:** 9075

Position Designation: Technical/Professional/FPD General **Division:** Fire

General Purpose of Position

The purpose of this position is to plan, organize, supervise, and participate in departmental activities including but not limited to: fire suppression, prevention, investigation, rescue and medical emergencies, hazardous materials, public assistance and education.

Results Standards

Results Standards set guidelines for the quality and correct procedure expected when performing any task for the Big Bear Lake Fire Protection District (FPD).

I. **Customer Service:**
Government service is provided in a professional and effective manner with an emphasis on responsiveness and accessibility to both employees and the public.

II. **Community Relations:**
Community relations are enhanced through effective communication with the community and by way of the professional and exemplary conduct of each FPD employee.

III. **Professionalism:**
Job duties are consistently performed in a legal and ethical manner consistent with the code of conduct and standards applicable and appropriate to the position and particular specialized area.

IV. **Production:**
Employee labor products are of high quality and are produced in a timely and cost-effective manner.

V. **Critical Thinking:**
Decisions are made utilizing appropriate problem identification, analysis, and evaluation processes with a continual emphasis on innovation, ethics, and professionalism.

VI. **Teamwork:**

Goals common to the organization are achieved through cooperation, coordination, and the development of professional relationships.

VII. **Professional Development:**
Employees are empowered to perform their jobs at the highest level and are encouraged to improve both personally and professionally. The overall quality of professionalism in the organization is improved through commitment, training, involvement, and education.

VIII. **Leadership:**
Efficiency, effectiveness, and teamwork are promoted by all employees. The values of the FPD are properly communicated through the behavior of organizational leaders in a manner appropriate to their position.

FORMAT

Result Statements: (in bold) describe common results expected of the Division or results specific to a particular position.

Performance Standards (preceded by a □) describe the specific manner in which the associated Result Statement is achieved by this position. Multiple Performance Standards can be associated with each Result Statement and define the expectations for employee performance.

A. **Emergency Services are provided to the community to preserve the safety of persons and property.**

□ Supervision is provided to personnel engaged in fire suppression, emergency medical services, rescues and other related services provided by the district.
□ All requests for emergency service are responded to in a timely and professional manner.
□ Appropriate tactics, strategy and deployment of district personnel and equipment are implemented during emergency situations.
□ Rescue, ventilation, extinguishment, and overhaul and property conservation activities are performed as assigned in a professional manner consistent with department procedures.
□ All duties of the incident commander are carried out at an emergency event until properly relieved.
□ Twelve performance evolutions are completed as part of an assigned emergency response team annually.

B. **Fire Prevention and public education services are provided to increase Fire and Public Health awareness in the public and reduce the frequency of fire loss.**

□ A minimum of one CPR or First Aid class or two public education programs are provided for the public annually.
□ The inspection of commercial and industrial buildings is performed and/or supervised to interpret and enforce fire codes and ordinances; identify fire hazards, collect information, and coordinate the pre-fire planning process.

C. Fire Department procedures and staff training are continually updated in order to maximize the effectiveness of the Department.

- ☐ Continuing education units for EMT or paramedic status (minimum of 24/48 CEU=s or 48 hours biannually or as required for rectification) are obtained.
- ☐ Minimum of 240 hours of department approved/recommended training are completed annually.
- ☐ Develop and/or revise one lesson plan for training department personnel on a subject assigned by administration annually.
- ☐ One training class for full time personnel with a developed lesson plan is prepared and conducted annually.
- ☐ A department map test is passed annually.
- ☐ One class related to professional development in the emergency services is attended annually.
- ☐ Nine training classes are conducted for Paid Call personnel annually.

D. Facilities and Equipment are maintained in top working condition in compliance with Department standards.

- ☐ Firefighting, hazardous response and emergency medical equipment, fire station and related grounds, facilities and supplies are maintaining in a clean, orderly, and usable condition as assigned.

E. Documentation is maintained on Department activities in a professional manner according to Department procedures.

- ☐ Various reports are prepared in a timely and accurate manner and computer files are maintained in an up-to-date status as directed.
- ☐ A written monthly shift work schedule is prepared in advance, outlining goals for training, inspections, vehicle maintenance, station maintenance, public education, and other activities on a daily shift basis. This schedule is evaluated daily with shift members and kept current to reflect work/productivity objectives.

F. Professional supervision and administration is provided to the Fire Department.

- ☐ Assigned employee evaluations/annual objectives are completed in a timely and professional manner.
- ☐ Annual goals and objectives are prepared for assigned administrative areas.
- ☐ Appropriate and effective communication is maintained with Management to facilitate a collaborative and professional working relationship.
- ☐ Obeys, supports, and enforces Department rules and regulations, policies and procedures, and requires the same of subordinates.
- ☐ Attends and actively participates in monthly Department staff meetings.
- ☐ Promptly reports, in writing, any violation of the Department=s rules, regulations, policies and procedures, referring all official matters to a Chief Officer of the Department.

Qualifications

Education: A high school diploma or equivalent and completion of an accredited Firefighter Academy or possession of California State Fire Marshal Firefighter I certification is required. Possession of a State Fire Officer certification or completion of an Associate's Degree in fire science, fire administration or a related management field is required.

Experience: Five years of full-time fire service experience, or any combination of training and experience that provides the desired knowledge and abilities

Knowledge, Skills, Abilities, and Personal Characteristics

The ability to communicate effectively and to exercise sound judgment is required. Ability to utilize hand tools and light equipment is required. Knowledge of and ability to put into practice sound management practices is required.

Knowledge of modern principles and practices of fire prevention, hazardous materials, suppression, and emergency medical services; current laws and regulations pertinent to fire prevention and safety; District geography, fire hazards, and firefighting resources; fire apparatus, equipment, tools, devices, facilities and their proper use; department rules and regulations; hazardous materials storage, transportation, and use; basic English and arithmetic is required

Ability to interpret current laws, rules, and regulations pertaining to fire prevention and safety; identify hazard conditions and obtain code compliance with minimal technical support; analyze situations and adopt effective course of action; operate various types of firefighting and medical and rescue equipment; maintain firefighting and EMS equipment and station facilities; Suppress fires; communicate clearly and concisely both written and verbal; establish and maintain effective working relationships with all members of the department is required.

Physical Requirements

The following requirements are representative of those that must be met by an employee to successfully perform the essential functions of this job: Ability to: endure periods of relative inaction, which still require alertness followed by high activity levels, walk on uneven or slippery surfaces; moves from place to place at emergency sites, demonstrate dexterity and coordination to handle fire equipment, apparatus and large and small tools; occasional lifting of objects weighting up to 100 lbs., exert strength to move the weight of an average human body; reach for items above the head and below the feet; climb up and down ladders; enter confined spaces and other areas; agility to move quickly and easily including the ability to crawl, stoop, or bend; wear personal protective clothing weighing 25-30 pounds; wearing of self-contained breathing apparatus weighting 24 pounds; pulling hose lines up steep mountainous terrain at altitudes of 5,000 feet or more; being exposed to overheating, chilling, and wet clothing; visual acuity sufficient to read gauges and observe conditions at emergency sites in a variety of lighting conditions, including bright light, low light, and low visibility conditions.

Special Requirements

Possess and maintain a valid California driver's license and/or Class B with Firefighter exemption.

Must possess and maintain a valid Emergency Medical Technician Certificate including expanded scope of practice skills adopted by the district along with CPR certification. Possession of, or ability to obtain, an appropriate, valid California Firefighter II certification within one year of employment. Possession of, or ability to obtain within one year of employment the following courses, Apparatus and Equipment, Hydraulics, Instructor Training 1A and 1B.

Tools

This position typically requires the use of the following tools: standard firefighting apparatus, specialized firefighting and emergency life saving equipment, fire engines, and motor vehicles.

Work Environment

This position requires both indoor and outdoor work including contact with public under stressful and/or dangerous conditions. Outdoor conditions vary from hot to extremely cold temperatures. Outdoor work could involve exposure to wind, rain, snow and high levels of noise. Occasional work in confined areas. Work is typically performed as a member of a team. This position involves exposure to hazardous materials and high noise levels and can involve significant risk conditions such as fire, injury and death.

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Position: Fire Engineer
Employer: Big Bear City Community Services District
Job Description/Duties:

BIG BEAR CITY COMMUNITY SERVICES DISTRICT
Job Description

FIRE ENGINEER

JOB INFORMATION

EEOC Category: Skilled Craft
FLSA Category: Nonexempt
Approved By: Board of Directors
Approved Date: 4-8-97

SUMMARY

Under direction of chief officers and Fire Captain, extinguishes fires, protects life and property, operates and maintains equipment.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Safely responds to reported incidents or activities while operating fire fighting vehicles and equipment under all driving conditions. Assures proper maintenance of assigned apparatus and equipment including checking oil, fuel, and water levels and preventive maintenance and repairs. Assures that inventory is complete on apparatus. Performs commercial business and residential abatement inspections, fire hydrant and systems inspections, and code research. Prepares California Fire Incident Reporting System (CFIRS) reports. Participates in drills, demonstrations, and courses in hydraulics, pump operation and maintenance, and firefighting techniques. Maintains quarters buildings, equipment, and grounds. Interprets job-related information conveyed orally and in writing. Communicates information orally and in writing. Assures proper maintenance of records including those relating to physical fitness. Serves on project teams as project manager or team member. Attends conferences, meetings, and/or seminars as required. Performs other duties as assigned.

SUPERVISORY RESPONSIBILITIES

This job exercises command of an incident within the scope of an individual's training and ability until relieved by any higher ranking officer.

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education/Training/Experience: High school diploma or General Equivalency Diploma (GED), and two years of full-time experience as a Fire Fighter.

Language Skills: Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals written in English. Ability to write routine reports and correspondence in English. Ability to speak effectively before groups.

Mathematical Skills: Ability to add, subtract, multiply, and divide in various units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

Reasoning Ability: Ability to think quickly and clearly during emergency incidents. Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations. Learn and adhere to applicable terms and conditions of employment including safety and health rules and regulations, District rules and regulations, policies and procedures.

Certificates/Licenses/Registration: Possession of current Emergency Medical Technician I-A, Cardiopulmonary Resuscitation, Fire Fighter I and II, Instructor IA and IB certification. Possession of a valid California Class B Driver License and certification as a Driver/Operator I. Ability to meet eligibility standards for motor vehicle insurance coverage established by the District's insurance carrier, or for special operators licenses.

Other Qualifications: Minimum 21 years of age. Ability to pass Department written, oral, and/or physical agility examinations. Ability to pass a physical examination performed by the District Physician. Ability to satisfactorily carry out the duties and responsibilities of this job. Ability to work shifts, overtime, weekends and holidays. Ability to establish and maintain effective working relationships with others; work independently and on project teams.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to use wrists; use hands to finger, handle, or feel. The employee frequently is required to stand, walk, reach with hands and arms, climb or balance, and talk or hear. The employee is occasionally required to sit; stoop, kneel, crouch, or crawl; and smell. The employee must occasionally lift and/or move more than 100 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, and ability to adjust focus through use of corrective lenses as necessary.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee

encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee works at elevations of 6,700+ feet and is regularly exposed to outside weather conditions involving snow and extreme cold in winter months. The employee is frequently exposed to moving mechanical parts. The employee is occasionally exposed to wet and/or humid conditions; high, precarious places; fumes or airborne particles; toxic or caustic chemicals; extreme heat; risk of electrical shock; explosives; and vibration. The employee is required to be closely shaven to permit respiratory protection equipment to form a tight seal. The noise level in the work environment is usually loud.

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Position: Engineer
Employer: Big Bear Lake Fire Protection District
Job Description/Duties:

BIG BEAR LAKE
FIRE PROTECTION DISTRICT
CLASS SPECIFICATION

Class Title: Engineer **Class Code Number:** 9050

Position Designation: Technical/Professional/FPD General **Division:** Fire

General Purpose of Position

The purpose of this position is to respond to fire related activities, medical emergencies both Basic Life and Advanced Life Support; Rescues; Hazardous Materials incidents and other calls to protect life and property. Additionally, this class is responsible for the operation and maintenance of complex firefighting equipment. This position receives direct supervision from a Fire Captain or Incident Commander. When qualified and assigned, and in accordance with applicable Memorandums of Understanding, this position may perform in the capacity of Fire Captain. Incumbents may perform special assignments and other related tasks as required.

Results Standards

Results Standards set guidelines for the quality and correct procedure expected when performing any task for the Big Bear Lake Fire Protection District (FPD).

I. **Customer Service:**
Government service is provided in a professional and effective manner with an emphasis on responsiveness and accessibility to both employees and the public.

II. **Community Relations:**
Community relations are enhanced through effective communication with the community and by way of the professional and exemplary conduct of each FPD employee.

III. **Professionalism:**
Job duties are consistently performed in a legal and ethical manner consistent with the code of conduct and standards applicable and appropriate to the position and particular specialized area.

IV. **Production:**
Employee labor products are of high quality and are produced in a timely and cost-effective manner.

V. **Critical Thinking:**

Decisions are made utilizing appropriate problem identification, analysis, and evaluation processes with a continual emphasis on innovation, ethics, and professionalism.

VI. **Teamwork:**
Goals common to the organization are achieved through cooperation, coordination, and the development of professional relationships.

VII. **Professional Development:**
Employees are empowered to perform their jobs at the highest level and are encouraged to improve both personally and professionally. The overall quality of professionalism in the organization is improved through commitment, training, involvement, and education.

VIII. **Leadership:**
Efficiency, effectiveness, and teamwork are promoted by all employees. The values of the FPD are properly communicated through the behavior of organizational leaders in a manner appropriate to their position.

FORMAT

Result Statements: (in bold) describe common results expected of the Division or results specific to a particular position.

Performance Standards (preceded by a □) describe the specific manner in which the associated Result Statement is achieved by this position. Multiple Performance Standards can be associated with each Result Statement and define the expectations for employee performance.

A. Emergency Services are provided to the community to preserve the safety of persons and property.

□ Twelve performance evolutions are completed as part of an assigned emergency response team annually.
□ The driver operator rodeo course is completed and passed annually in accordance with the department=s training manual.
□ All requests for emergency service are responded to in a timely and professional manner.
□ Rescue, ventilation, extinguishment, and overhaul and property conservation activities are performed as assigned in a professional manner consistent with department procedures.
□ Basic and/or Advanced Life support services are administered consistent with applicable professional standards.
□ Various pieces of firefighting apparatus are operated to facilitate fire suppression and other emergency activities.

B. Fire Prevention and public education services are provided to increase Fire and Public Health awareness in the public and reduce the frequency of fire loss.

□ Fire prevention inspections are conducted to eliminate fire hazards through enforcement of fire and life safety codes.

- ☐ Two classes are provided to shift personnel on a fire prevention topic assigned by the company officer.
- ☐ A minimum of one CPR or First Aid class or two public education programs are provided for the public annually.

C. Fire Department procedures and staff training are continually updated in order to maximize the effectiveness of the Department.

- ☐ Continuing education units for EMT or paramedic status (minimum of 24/48 CEUs or 48 hours biannually or as required for recertification) are obtained.
- ☐ Three training classes for Paid Call personnel are conducted annually.
- ☐ Minimum of 240 hours of department approved/recommended training are completed annually.
- ☐ Develop and/or revise one lesson plan for training department personnel on a subject assigned by administration annually.
- ☐ One training class for full time personnel with a developed lesson plan is conducted annually.
- ☐ A department map test is passed annually in accordance with the department's FD 94.

E. Facilities and Equipment are maintained in top working condition in compliance with Department standards.

- ☐ Firefighting, hazardous response and emergency medical equipment, fire station and related grounds, facilities and supplies are maintaining in a clean, orderly, and usable condition as assigned.
- ☐ Simple and complex repairs are performed to firefighting apparatus and other equipment as assigned.
- ☐ Semi-annual and annual inspections of all apparatus are conducted.

E. Documentation is maintained on Department activities in a professional manner according to Department procedures.

- ☐ Eight real or simulated incident reports (2 fire, 2 EMS, 1 Haz Mat, 1 service call, 1 fire alarm, 1 citizen complaint) are submitted annually for administrative review.
- ☐ Various reports are prepared in a timely and accurate manner and files are maintained in an up-to-date status as directed.

Qualifications

Education: A high school diploma or equivalent and completion of an accredited Firefighter Academy or possession of California State Fire Marshal Firefighter I certification.

Experience: Three years of municipal fire suppression and prevention experience comparable to that of a Firefighter

Knowledge, Skills, Abilities, and Personal Characteristics

The ability to communicate effectively and to exercise sound judgment is required. Ability to utilize hand tools and light equipment is required.

Knowledge of modern principles and practices of fire prevention, hazardous materials, suppression, and emergency medical services; current laws and regulations pertinent to fire prevention and safety; District geography, fire hazards, and firefighting resources; fire apparatus, equipment, tools, devices, facilities and their proper use; department rules and regulations; hazardous materials storage, transportation, and use; basic English and arithmetic is required

Ability to interpret current laws, rules, and regulations pertaining to fire prevention and safety; identify hazard conditions and obtain code compliance with minimal technical support; analyze situations and adopt effective course of action; operate various types of firefighting and medical and rescue equipment; maintain firefighting and EMS equipment and station facilities; providing emergency medical services at the EMT/paramedic level as applicable; transportation of sick and injured; Suppress fires; communicate clearly and concisely both written and verbal; Effectively and safely drive and operate the full range of fire apparatus and equipment used by the department. Perform field calculations of hydraulics for the proper and effective operations of equipment at emergency scenes, establish and maintain effective working relationships with all members of the department is required.

Physical Requirements

The following requirements are representative of those that must be met by an employee to successfully perform the essential functions of this job: Ability to: endure periods of relative inaction, which still require alertness followed by high activity levels, walk on uneven or slippery surfaces; moves from place to place at emergency sites, demonstrate dexterity and coordination to handle fire equipment, apparatus and large and small tools; occasional lifting of objects weighting up to 100 lbs., exert strength to move the weight of an average human body; reach for items above the head and below the feet; climb up and down ladders; enter confined spaces and other areas; agility to move quickly and easily including the ability to crawl, stoop, or bend; wear personal protective clothing weighing 25-30 pounds; wearing of self-contained breathing apparatus weighting 24 pounds; pulling hose lines up steep mountainous terrain at altitudes of 5,000 feet or more; being exposed to overheating, chilling, and wet clothing; visual acuity sufficient to read gauges and observe conditions at emergency sites in a variety of lighting conditions, including bright light, low light, and low visibility conditions.

Special Requirements

Possess and maintain a valid California driver=s license and a Class B with Firefighter endorsement. Must possess and maintain a CPR certification and a valid Emergency Medical Technician Certificate including expanded scope of practice skills adopted by the district. Possession of a valid California Firefighter II Certificate. Completion of the following courses: Apparatus and Equipment, Hydraulics, Instructor 1A &1B.

Tools

This position typically requires the use of the following tools: standard firefighting apparatus, specialized firefighting and emergency life saving equipment, fire engines, and motor vehicles.

Work Environment

This position requires both indoor and outdoor work including contact with public under stressful and/or dangerous conditions. Outdoor conditions vary from hot to extremely cold temperatures. Outdoor work could involve exposure to wind, rain, snow and high levels of noise. Occasional work in confined areas. Work is typically performed as a member of a team. This position involves exposure to hazardous materials and high noise levels and can involve significant risk conditions such as fire, injury and death.

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Position: Paramedic/Fire Fighter
Employer: Big Bear City Community Services District
Job Description/Duties:

Big Bear City Community Services District

Job Description

PARAMEDIC/FIRE FIGHTER

JOB INFORMATION

EEOC Category: Protective Service
FLSA Category: Safety
Approved By: Board of Directors
Approved Date: July 14, 1998
Updated: September 19, 2000
Salary Range:

SUMMARY

Under the direction of Chief Officers and Fire Captain, the Paramedic/Fire Fighter is primarily responsible for out-of-hospital basic and advanced life support, care, injury/illness prevention, coordination of patient healthcare needs, transportation of the sick and injured to receiving hospitals/clinics and interfacitly transport between healthcare facilities, extinguishes fires, protects life and property, and operates and maintains equipment and facilities.

Under the direction of the EMS Division Chief/Paramedic Coordinator and in conjunction with the Fire Captain, the Paramedic/Fire Fighter will carry out duties as required concerning EMS issues such as ALS training, certifications, quality assurance, Bear Valley Healthcare District, and JPA responsibilities.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Responsible for fire fighting duties as outlined in the Big Bear City Fire Department Fire Fighter job description. Reports to the Fire Captain and Chief Officer at all fire incidents.

Works directly with the Fire Captain and/or Paramedic Two to coordinate daily shift activities, EMS and fire responses, and any items necessary to achieve a cohesive, effective, and efficient emergency services team.

Responsibility - **Patient Care**

Standard: Provides care which is consistent with the current medical training, State/County/Local laws and protocols. Care is given with warmth and understanding of the patients' fears and concerns over the afflicting medical or psychological condition.

Responsibility - **Equipment and Supply Maintenance**

Standard: Maintains ambulances, life support equipment, supplies, and crews' quarters in accordance with the daily and weekly duty schedules.

Responsibility - **Equipment Preparedness**

Standard: Assures that all equipment and supplies are ready for immediate use.

Responsibility - **Paperwork Requirements**

Standard: Completes all required paperwork in a timely manner including County O1A forms, CFIRS, scantrons, 12 lead tracking, thromboytic check lists, and County required forms, such as radio failure and variance reports.

Responsibility - **Patient/Family and Scene Management Skills**

Standard: Provides patient and scene management as outlined in the San Bernardino County ALS manual and the Bear Valley Fire and Paramedic Service Standard Operating Procedure manual. Provides support and understanding to family members and is sensitive to their needs.

Responsibility - **Driving Skills**

Standard: Abides by all traffic ordinances as outlined in the California Highway Patrol Ambulance Drivers Handbook. Provides a comfortable ride for all vehicle occupants. Understands the proper procedures for minimizing vehicle damage and operating costs. Understands proper safety and emergency procedures.

Responsibility - **Continuing Education/Training and Certifications**

Standard: Maintains all required licenses and certifications, maintains all required continuing education as directed by the EMS Division Chief/Paramedic Coordinator and Department standards. Provides daily training as directed by the Fire Captain and/or Paramedic Two.

Responsibility - **Geographical Orientation**

Standard: Employee is able to properly read and orient themselves to response area maps. Is able to locate emergency scenes and transport locations within an acceptable amount of time according to current standards.

Responsibility - **Chain of Command/Proper Reporting Procedures**

Standard: Employee properly reports problems, concerns, and deficiencies using the chain of command.

Responsibility - **Performance of Other Duties as Directed by Supervisors**
Standard: Employee respects the authority of supervisors and the chain of command and performs tasks as directed in a professional manner.

Responsibility - **Patient Rights**

Standard: Recognizes the existence of, and safe guards patients' rights and performs duties without regard to the patients' sex or cultural, economic, educational, or religious background, or the ability to pay for services.

Responsibility - **Policies and Procedures**

Standard: Employee must follow all policies and procedures set forth in the District personnel manual.

Responsibility - **Personal and Professional Growth**

Standard: Effort is made for further education related to position, and to resolve conflicts with co-workers.

SUPERVISORY RESPONSIBILITIES

This position exercises command of an incident within the scope of an individual's training and ability until relieved by any higher ranking officer.

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education/Training/Experience

High school diploma or General Equivalency Diploma (GED) and part-time experience as a Fire Fighter with the Big Bear City Fire Department and/or equivalent experience on a recognized fire department.

Language Skills: Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations written in English. Ability to write reports, business correspondence, and procedure manuals in English. Ability to effectively present information and respond to questions from managers, clients, customers, and the general public.

Mathematical Skills: Ability to add, subtract, multiply, and divide in various units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent, and to draw and interpret bar graphs.
Reasoning Abilities: Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables. Learn and adhere to applicable terms and conditions of employment including health and safety rules and regulations, District rules and regulations, policies, and procedures.

Certificates/Licenses/Registration: Possession of a valid California Driver's License; ability to meet eligibility standards for motor vehicle insurance coverage established by the District's insurance carrier; and:

1. State of California Paramedic License
2. San Bernardino County Paramedic Accreditation
3. Fire Fighter I Certification
4. ACLS Certification
5. BLS Certification

Other Qualifications: Minimum 18 years of age. Ability to pass Department written, oral and/or physical agility examinations. Ability to pass a physical examination performed by the District physician. Ability to satisfactorily carry out the duties and responsibilities of this job and ability to work extended and irregular hours, weekends, and holidays. Ability to establish and maintain effective working relationships with others; work independently and on project teams. Possible future requirement of PALS and NALS certifications.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to use wrists, use hands to finger, handle, or feel. The employee frequently is required to stand, walk, reach with hands and arms, climb or balance, and talk or hear. The employee is occasionally required to sit; stoop, kneel, crouch or crawl; and taste or smell. The employee must occasionally lift and/or move more than 100 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, and ability to adjust focus through use of corrective lenses as necessary.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee works at elevations of 6,700+ feet and is regularly exposed to outside weather conditions involving snow and extreme cold in winter months. The employee is exposed to moving mechanical parts. This employee is occasionally exposed to wet and/or humid conditions; high, precarious places; fumes or airborne particles; toxic or caustic chemicals; extreme heat; risk of electrical shock; explosives; and vibration. The employee is required to be closely shaven to permit wearing of respiratory protection equipment. The noise level in the work environment is usually loud.

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Position: Firefighter/Paramedic
Employer: City of Big Bear Lake
Job Description/Duties:

BIG BEAR LAKE
FIRE PROTECTION DISTRICT
CLASS SPECIFICATION

Class Title: Firefighter/ Firefighter-Paramedic **Class Code Number:** 9010

Position Designation: Technical/Professional/Safety **Division:** Fire

General Purpose of Position

The purpose of this position is to respond to fire related activities, medical emergencies both Basic Life and Advanced Life Support; Rescues; Hazardous Materials incidents and other calls to protect life and property. This is the entry-level position in the fire service assigned to a company in the suppression division. This position receives direct supervision from a Fire Captain or Incident Commander. When qualified and assigned, and in accordance with applicable Memorandums of Understanding, this position may perform in the capacity of Fire Engineer or Fire Captain. Incumbents may perform special assignments and other related tasks as required.

Results Standards

Results Standards set guidelines for the quality and correct procedure expected when performing any task for the Big Bear Lake Fire Protection District (FPD).

I. **Customer Service:**
Government service is provided in a professional and effective manner with an emphasis on responsiveness and accessibility to both employees and the public.

II. **Community Relations:**
Community relations are enhanced through effective communication with the community and by way of the professional and exemplary conduct of each FPD employee.

III. **Professionalism:**
Job duties are consistently performed in a legal and ethical manner consistent with the code of conduct and standards applicable and appropriate to the position and particular specialized area.

IV. **Production:**
Employee labor products are of high quality and are produced in a timely and cost-effective manner.

V. **Critical Thinking:**
Decisions are made utilizing appropriate problem identification, analysis, and evaluation processes with a continual emphasis on innovation, ethics, and professionalism.

VI. **Teamwork:**
Goals common to the organization are achieved through cooperation, coordination, and the development of professional relationships.

VII. **Professional Development:**
Employees are empowered to perform their jobs at the highest level and are encouraged to improve both personally and professionally. The overall quality of professionalism in the organization is improved through commitment, training, involvement, and education.

VIII. **Leadership:**
Efficiency, effectiveness, and teamwork are promoted by all employees. The values of the FPD are properly communicated through the behavior of organizational leaders in a manner appropriate to their position.

FORMAT

Result Statements: (in bold) describe common results expected of the Division or results specific to a particular position.

Performance Standards (preceded by a □) describe the specific manner in which the associated Result Statement is achieved by this position. Multiple Performance Standards can be associated with each Result Statement and define the expectations for employee performance.

A. **Emergency Services are provided to the community to preserve the safety of persons and property.**

□ Twelve performance evolutions are completed as part of an assigned emergency response team annually.
□ The driver operator rodeo course is completed and passed annually in accordance with the department's training manual.
□ All requests for emergency service are responded to in a timely and professional manner.
□ Rescue, ventilation, extinguishment, and overhaul and property conservation activities are performed as assigned in a professional manner consistent with department procedures.
□ Basic and/or Advanced Life support services are administered consistent with applicable professional standards.

B. **Fire Prevention and public education services are provided to increase Fire and Public Health awareness in the public and reduce the frequency of fire loss.**

□ Fire prevention inspections are conducted to eliminate fire hazards through enforcement of fire and life safety codes.
□ Two classes are provided to shift personnel on a fire prevention topic assigned by the company officer.
□ A minimum of one CPR or First Aid class or two public education programs are provided for the public annually.

C. Fire Department procedures and staff training are continually updated in order to maximize the effectiveness of the Department.

- ☐ Continuing education units for EMT/ paramedic status (minimum of 24/48 CEUs or 48 hours biannually or as required for re-certification) are obtained.
- ☐ Three training classes for Paid Call personnel are conducted annually.
- ☐ Minimum of 240 hours of department approved/recommended training are completed annually.
- ☐ Develop and/or revise one lesson plan for training department personnel on a subject assigned by administration annually.
- ☐ One training class for full time personnel with a developed lesson plan is conducted annually.
- ☐ A department map test is passed annually in accordance with the department's FD 94.

F. Facilities and Equipment are maintained in top working condition.

- ☐ Firefighting, hazardous response and emergency medical equipment, fire station and related grounds, facilities and supplies are maintaining in a clean, orderly, and usable condition as assigned.

E. Documentation is maintained on Department activities in a professional manner according to Department procedures.

- ☐ Eight (real or simulated) incident reports (2 fire, 2 EMS, 1 Haz Mat, 1 service call, 1 fire alarm, 1 citizen complaint) are submitted annually for administrative review, as directed by his/her Captain.
- ☐ Various reports are prepared in a timely and accurate manner and files are maintained in an up-to-date status as directed.

Qualifications

Education: A high school diploma or equivalent and either:

1. Completion of an accredited Firefighter Academy; or
2. Possession of California State Fire Marshal Firefighter I certification and completion of an accredited Firefighter Academy within in one year from date of employment.

Experience: One year of related experience is required.

Knowledge, Skills, Abilities, and Personal Characteristics

The ability to communicate effectively and to exercise sound judgment is required. Ability to utilize hand tools and light equipment is required.

Knowledge of modern principles and practices of fire prevention, hazardous materials, suppression, and emergency medical services; current laws and regulations pertinent to fire prevention and safety; District geography, fire hazards, and firefighting resources; fire apparatus,

equipment, tools, devices, facilities and their proper use; department rules and regulations; hazardous materials storage, transportation, and use; basic English and arithmetic is required

Ability to interpret current laws, rules, and regulations pertaining to fire prevention and safety; identify hazard conditions and obtain code compliance with minimal technical support; analyze situations and adopt effective course of action; operate various types of firefighting and medical and rescue equipment; maintain firefighting and EMS equipment and station facilities; providing emergency medical services at the EMT/paramedic level as applicable; Suppress fires; communicate clearly and concisely both written and verbal; establish and maintain effective working relationships with all members of the department is required.

Physical Requirements

The following requirements are representative of those that must be met by an employee to successfully perform the essential functions of this job: Ability to: endure periods of relative inaction, which still require alertness followed by high activity levels, walk on uneven or slippery surfaces; moves from place to place at emergency sites, demonstrate dexterity and coordination to handle fire equipment, apparatus and large and small tools; occasional lifting of objects weighting up to 100 lbs., exert strength to move the weight of an average human body; reach for items above the head and below the feet; climb up and down ladders; enter confined spaces and other areas; agility to move quickly and easily including the ability to crawl, stoop, or bend; wear personal protective clothing weighing 25-30 pounds; wearing of self-contained breathing apparatus weighting 24 pounds; pulling hose lines up steep mountainous terrain at altitudes of 5,000 feet or more; being exposed to overheating, chilling, and wet clothing; visual acuity sufficient to read gauges and observe conditions at emergency sites in a variety of lighting conditions, including bright light, low light, and low visibility conditions.

Special Requirements

Firefighter:
Possess and maintain a valid California driver's license and a Class B with Firefighter endorsement within one year of employment. Must possess and maintain a CPR certification and a valid Emergency Medical Technician Certificate including expanded scope of practice skills adopted by the district.

Firefighter/Paramedic:
Possess and maintain a valid California driver's license and a Class B with Firefighter endorsement within one year of employment. Possess and maintain a valid Certificate Emergency Medical Technician-Paramedic (EMT-P) including expanded scope of practice skills adopted by the district. Advanced Cardiac Life Support (A.C.L.S.), Inland Counties Emergency Medical Agency-Accreditation. Possess and maintain State certification as a paramedic.

Tools

This position typically requires the use of the following tools: standard firefighting equipment, specialized firefighting and emergency life saving equipment, fire engines, and motor vehicles.

Work Environment

This position requires both indoor and outdoor work including contact with public under stressful and/or dangerous conditions. Outdoor conditions vary from hot to extremely cold temperatures. Outdoor work could involve exposure to wind, rain, snow and high levels of noise. Occasional work in confined areas. Work is typically performed as a member of a team. This position involves exposure to hazardous materials and high noise levels and can involve significant risk conditions such as fire, injury and death.

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Position: Apprentice Firefighter
Employer: Big Bear City Community Services District
Job Description/Duties:

BIG BEAR CITY COMMUNITY SERVICES DISTRICT
Job Description

APPRENTICE FIRE FIGHTER

FLSA CATEGORY: Nonexempt
CONFIDENTIAL: No
REPORTS TO: Fire Captain
APPROVED BY: Board of Directors
APPROVED DATE:

SUMMARY

The Apprentice Fire Fighter position is designed to assist individuals in obtaining the necessary skills and educational requirements for a career in the fire service over a three year period. As an Apprentice Fire Fighter for Big Bear City Fire Department, individuals will enjoy working the fire fighter shift schedule. Individuals enrolled in the Apprentice Fire Fighter program perform shift work in 24 hour increments. The 24 hour shift schedule provides opportunity for the incumbent to enroll in many of the fire service career development programs offered through community colleges. The Apprentice Fire Fighter will be assigned to work with one of the three departments 24 hour shift schedules. The Apprentice Fire Fighter will acquire valuable insight through on the job training that will most likely assist the incumbent in becoming a qualified candidate for the position of fire fighter. There is no guarantee, expressed or implied, that full-time employment will be obtained.

Under direction of Chief Officers and Fire Captain, extinguishes fires, protects life and property, operates and maintains equipment and facilities. Also serves as Apparatus Operator as assigned.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Safely responds to fire alarms, other emergency calls, reported incidents or activities, while operating fire fighting vehicles and/or equipment.
- Selects hose nozzle, depending on type of fire, and directs stream of water or chemicals onto fire.
- Positions and climbs ladders to gain access to upper levels of buildings or to assist individuals from burning structures.
- Creates openings in buildings for ventilation or entrance.
- Protects property from water and smoke by use of waterproof salvage covers, smoke ejectors, and deodorants.
- Administers emergency medical service and artificial respiration to injured or ill persons

and those overcome by fire and smoke.
- Communicates with superior during fires.
- Inspects buildings for fire hazards and compliance with fire prevention ordinances.
- Assures proper maintenance and repair of assigned apparatus and equipment including checking oil, fuel, and water levels.
- Assures that inventory is complete on apparatus.
- Performs commercial business and residential abatement inspections, fire hydrant and systems inspections, and code research.
- Participates in drills, demonstrations, and courses in hydraulics, pump operation and maintenance, and firefighting techniques.
- Assures proper maintenance of records including those relating to physical fitness and personal safety equipment.
- Maintains quarters, buildings, equipment, and grounds.
- Operates firefighting vehicles and equipment.
- Interprets job-related information conveyed orally and in writing.
- Communicates information orally and in writing.
- Serves on project teams as project manager or team member.
- Attends conferences, meetings, and/or seminars as required.
- Performs other duties as assigned.

SUPERVISORY RESPONSIBILITIES

This job exercises command of an incident within the scope of an individual's training and ability until relieved by any higher-ranking officer.

MINIMUM QUALIFICATION REQUIREMENTS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

- Minimum 18 years of age.
- Pass Department written, oral, and/or physical agility examinations.
- Pass a physical examination performed by the District Physician.
- Satisfactorily carry out the duties and responsibilities of this job.
- Work shifts, overtime, weekends and holidays.
- Establish and maintain effective working relationships with others.
- Work independently and on project teams.

Ability to:

- Read and interpret documents such as safety rules, operating and maintenance instructions, and Procedure manuals written in English.
- Write routine reports and correspondence in English.
- Speak effectively before groups.

- Add, subtract, multiply, and divide in various units of measure, using whole numbers, common fractions, and decimals.
- Compute rate, ratio, and percent.
- Draw and interpret bar graphs.
- Think quickly and clearly during emergency incidents.
- Apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
- Deal with problems involving several concrete variables in standardized situations.
- Learn and adhere to applicable terms and conditions of employment including safety and health rules and regulations, District rules and regulations, policies, and procedures.

EDUCATION/TRAINING/EXPERIENCE

- High school diploma or General Equivalency Diploma (GED).
- Two years of part-time experience as a Fire Fighter with the Big Bear City Fire Department and/or equivalent experience on a recognized fire department.

CERTIFICATES/LICENSES

- Possession of current Emergency Medical Technician 1-A.
- Cardiopulmonary Resuscitation.
- Fire Fighter I certification.
- Possession of a valid California Class C Driver License.
- Ability to meet eligibility standards for motor vehicle insurance coverage established by the District's insurance carrier, or for special operators licenses.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to:

- Use wrists.
- Use hands to finger, handle, or feel.
- The employee frequently is required to stand, walk, reach with hands and arms, climb or balance, and talk or hear.
- The employee is occasionally required to sit; stoop, kneel, crouch, or crawl, and smell.
- The employee must occasionally lift and/or move more than 100 pounds.
- Specific vision abilities required by this job include close vision, distance vision, peripheral vision, and ability to adjust focus through use of corrective lenses as necessary.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job:

- The employee works at elevations of 6,700+ feet and is regularly exposed to outside weather conditions involving snow and extreme cold in winter months.
- The employee is frequently exposed to moving mechanical parts.
- The employee is required to be closely shaven to permit respiratory protection equipment to form a tight seal.

The employee is occasionally exposed to:

- Wet and/or humid conditions.
- High, precarious places.
- Fumes or airborne particles.
- Toxic or caustic chemicals.
- Extreme heat.
- Risk of electrical shock.
- Explosives.
- Vibration.
- Noise levels in the work environment that is usually loud.

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Position: Apprentice Firefighter/Paramedic and Apprentice Fire Fighter
Employer: Big Bear Lake Fire Protection District
Job Description/Duties:

APPRENTICE FIREFIGHTER/PARAMEDIC JOB DESCRIPTION

DEFINITION:

Under close supervision, responds to fire alarms and other emergency incidents; performs fire suppression duties; provides emergency medical care; participates in training; maintains station and equipment; performs related duties as required.

DISTINGUISHING CHARACTERISTICS:

The **Apprentice Firefighter/Paramedic** is a trainee level position in the Firefighter/Paramedic class series and is responsible for learning fire suppression and emergency medical practices and procedures. This class is distinguished from the Firefighter/Paramedic which is a fully trained and working level.

SUPERVISION RECEIVED/EXERCISED:

Close supervision is received from a Fire Captain. Incumbents of this class do not routinely exercise supervision.

ESSENTIAL FUNCTIONS: *(Include but are not limited to the following)*

- Responds to fire alarms and participates in the suppression of fires, including rescue, entry, ventilation, and salvage operations.
- Performs maintenance on all fire and medical equipment.
- Participates and assists in the clean-up and overhaul after a fire and emergency incident.
- Responds to medical emergencies.
- Within the scope of medical training and certification, may assist and/or perform as an Emergency Medical Technician Paramedic.
- May drive ambulance, if certified.
- Participates in training exercises as required.
- Participates in maintenance of station, apparatus and equipment.
- May conduct fire prevention inspections as deemed necessary.

- Keeps records and submits appropriate forms for reporting fire and emergency incidents.

WORKING CONDITIONS:

The position requires performing strenuous tasks for extended periods of time, requiring lifting or carrying victims, pulling, pushing, reaching above the shoulder, crawling, kneeling, climbing and bending; making rapid transitions from rest to near exertion without warm-up periods; and working inside or outside. Incumbents perform physically demanding work wearing self-contained breathing apparatus and heavy personal protective equipment while performing firefighting tasks in hot, humid atmosphere; perform a variety of tasks on slippery, uneven, or hazardous surfaces; work on ladders and roofs; perform complex tasks during life-threatening emergencies, relying on senses of sight, hearing, smell and touch to help determine the nature or the emergency, maintain personal safety and make critical decisions in a confused, chaotic, and potentially life-threatening environment throughout the duration of the critical incident or emergency response; work closely with others; and deal with people in trauma. The position also requires individuals to operate motor vehicles with lights and siren; high noise, vibration, electrical energy, moving objects, and vehicles; exposure to the elements outside, dusts, toxic chemicals, fumes, smoke and gases.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification)*

Education and/or Experience:

Any combination of education and experience that has provided the necessary knowledge, skills, and abilities necessary for an Apprentice Firefighter/Paramedic. A typical way of obtaining the required qualification is to possess the equivalent of the completion of the twelfth grade. Successful completion of an accredited Firefighter Academy or equivalent training that would equate to those hours required by the California State Fire Marshal for eligibility of Firefighter I Certification.

License/Certificate:

Possession of, or the ability to obtain at hire, a valid California driver's license.

Possession of a valid Certified Emergency Medical Technician-Paramedic (EMT).

KNOWLEDGE/SKILLS/ABILITIES: *(The following are a representative sample of the KSA's necessary to perform essential duties of the position)*

Knowledge of:

Basic principles and practices of fire prevention, hazardous material, suppression, and emergency medical services.

Skills:

Operate and use vehicles and equipment for firefighting, rescue, and medical assistance operations; perform advanced first aid and CPR; operate an office computer; operate two-way radio and other communications equipment.

Ability to:

Communicate clearly and concisely with others; understand and follow oral and written instructions; think and act quickly with good judgment in emergencies; interpret and apply applicable laws and District policies and procedures; establish and maintain cooperative working relationships.

EMPLOYMENT DURATION:

All appointments shall be subject to a maximum program participation of 24 months. The Big Bear Lake Fire Protection District encourages qualified program participants to actively seek regular employment as a Big Bear Lake Fire Protection District Firefighter, as well as employment with other agencies.

SPECIAL EMPLOYMENT CONDITIONS:

Apprentice Paramedics shall be at-will employees and shall not earn or accrue any benefits except required contributions to PERS, Workers' Compensation, Social Security, and SDI or identified in the City of Big Bear Lake Rules and Regulations for part time employees. The Fire Protection District requires that all personnel be non-users of tobacco products, included but not limited to, smoking and chewing.

EXHIBIT 'A' – Continued

APPRENTICE FIREFIGHTER

DEFINITION:

Under close supervision, responds to fire alarms and other emergency incidents; performs fire suppression duties; provides emergency medical care; participates in training; maintains station and equipment; performs related duties as required.

DISTINGUISHING CHARACTERISTICS:

The **Apprentice Firefighter** is a trainee level position in the Firefighter class series and is responsible for learning fire suppression and emergency medical practices and procedures. This class is distinguished from the Firefighter which is a fully trained and working level.

SUPERVISION RECEIVED/EXERCISED:

Close supervision is provided by the Fire Captain. Incumbents of this class do not routinely exercise supervision.

ESSENTIAL FUNCTIONS: *(Include but are not limited to the following)*

- Responds to fire alarms and participates in the suppression of fires, including rescue, entry, ventilation, and salvage operations.
- Performs maintenance on all fire and medical equipment.
- Participates and assists in the clean-up and overhaul after a fire and emergency incident.
- Responds to medical emergencies.
- Within the scope of medical training and certification, may assist and/or perform as an Emergency Medical Technician.
- May drive ambulance, if certified.
- Participates in training exercises as required.
- Participates in maintenance of station, apparatus and equipment.
- May conduct fire prevention inspections as deemed necessary.
- Keeps records and submits appropriate forms for reporting fire and emergency incidents.

WORKING CONDITIONS:

The position requires performing strenuous tasks for extended periods of time, requiring lifting or carrying victims, pulling, pushing, reaching above the shoulder, crawling, kneeling, climbing and bending; making rapid transitions from rest to near exertion without warm-up periods; and working inside or outside. Incumbents perform physically demanding work wearing self-contained breathing apparatus and heavy personal protective equipment while performing firefighting tasks in hot, humid atmosphere; perform a variety of tasks on slippery, uneven, or hazardous surfaces; work on ladders and roofs; perform complex tasks during life-threatening emergencies, relying on senses of sight, hearing, smell and touch to help determine the nature or the emergency, maintain personal safety and make critical decisions in a confused, chaotic, and potentially life-threatening environment throughout the duration of the critical incident or emergency response; work closely with others; and deal with people in trauma. The position also requires individuals to operate motor vehicles with lights and siren; high noise, vibration, electrical energy, moving objects, and vehicles; exposure to the elements outside, dusts, toxic chemicals, fumes, smoke and gases.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification)*

Education and/or Experience:

Any combination of education and experience that has provided the necessary knowledge, skills, and abilities necessary for an Apprentice Firefighter. A typical way of obtaining the required qualification is to possess the equivalent of the completion of the twelfth grade.

Successful completion of an accredited Firefighter Academy or equivalent training that would equate to those hours required by the California State Fire Marshal for eligibility of Firefighter I Certification.

License/Certificate:

Possession of, or the ability to obtain, a valid California driver's license.

Possession of a valid San Bernardino County Emergency Medical Technician I Certificate.

KNOWLEDGE/SKILLS/ABILITIES: *(The following are a representative sample of the KSA's necessary to perform essential duties of the position)*

Knowledge of:

Basic principles and practices of fire prevention, hazardous material, suppression, and emergency medical services.

Ability to:

Communicate clearly and concisely with others; understand and follow oral and written instructions; think and act quickly with good judgment in emergencies; interpret and apply applicable laws and District policies and procedures; establish and maintain cooperative working relationships.

EMPLOYMENT DURATION:

All appointments shall be subject to a maximum program participation of 24 months. The Big Bear Lake Fire Protection District encourages qualified program participants to actively seek regular employment as a Big Bear Lake Fire Protection District Firefighter, as well as employment with other agencies.

SPECIAL EMPLOYMENT CONDITIONS:

Apprentice Firefighters shall be at-will employees and shall not earn or accrue any benefits except required contributions to PERS, Workers' Compensation, Social Security, and SDI or identified in the City of Big Bear Lake Rules and Regulations for part-time employees. The Fire Protection District requires that all personnel be non-users of tobacco products, included but not limited to, smoking and chewing.

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Position: N/R Paid-Call Fire Fighter
Employer: Big Bear City Community Services District
Job Description/Duties:

BIG BEAR CITY COMMUNITY SERVICES DISTRICT
Job Description

N/R PAID-CALL FIRE FIGHTER
(NON-REGULAR)

JOB INFORMATION

EEOC Category: Protective Service
FLSA Category: Nonexempt
Approved By: Board of Directors
Approved Date: 9/15/08

SUMMARY

Under direction of chief officers and Fire Captain, extinguishes fires, protects life and property, operates and maintains equipment and facilities.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Safely responds to fire alarms, other emergency calls, reported incidents or activities while operating fire fighting vehicles and/or equipment. Selects hose nozzle, depending on type of fire, and directs stream of water or chemicals onto fire. Positions and climbs ladders to gain access to upper levels of buildings or to assist individuals from burning structures. Creates openings in buildings for ventilation or entrance. Protects property from water and smoke by use of waterproof salvage covers, smoke ejectors, and deodorants. Administers emergency medical service and artificial respiration to injured or ill persons and those overcome by fire and smoke. Communicates with superior during fires. Inspects buildings for fire hazards and compliance with fire prevention ordinances.

Assures proper maintenance and repair of assigned apparatus and equipment including checking oil, fuel, and water levels. Assures that inventory is complete on apparatus. Performs commercial business and residential abatement inspections, fire hydrant and systems inspections, and code research. Participates in drills, demonstrations, and courses in hydraulics, pump operation and maintenance, and firefighting techniques. Assures proper maintenance of records including those relating to physical fitness and personal safety equipment.

Maintains quarters, buildings, equipment, and grounds. Participates in drills, demonstrations, and courses in hydraulics, pump operation and maintenance, and firefighting techniques. Operates firefighting vehicles and equipment. Interprets job-related information conveyed orally and in writing. Communicates information orally and in writing. Serves on project teams

as project manager or team member. Attends conferences, meetings, and/or seminars as required.

Performs other duties as assigned.

SUPERVISORY RESPONSIBILITIES

This job exercises command of an incident within the scope of an individual's training and ability until relieved by any higher ranking officer.

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education/Training/Experience: High school diploma or General Equivalency Diploma (GED).

Language Skills: Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals written in English . Ability to write routine reports and correspondence in English. Ability to speak effectively before groups.

Mathematical Skills: Ability to add, subtract, multiply, and divide in various units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

Reasoning Ability: Ability to think quickly and clearly during emergency incidents. Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations. Learn and adhere to applicable terms and conditions of employment including safety and health rules and regulations, District rules and regulations, policies and procedures.

Certificates/Licenses/Registration: Possession of a valid California Class C Driver License. Ability to meet eligibility standards for motor vehicle insurance coverage established by the District's insurance carrier. The Fire Chief shall determine additional certifications that maintain currency with Local, State, and Federal minimum training requirements.

Other Qualifications: Minimum 18 years of age. Ability to pass Department written, oral, and/or physical agility examinations. Ability to pass a physical examination performed by the District Physician. Ability to satisfactorily carry out the duties and responsibilities of this job. Ability to work shifts, overtime, weekends and holidays. Ability to establish and maintain effective working relationships with others; work independently and on project teams.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to use wrists; use hands to finger, handle, or feel. The employee frequently is required to stand, walk, reach with hands and arms, climb or balance, and talk or hear. The employee is occasionally required to sit; stoop, kneel, crouch, or crawl; and smell. The employee must occasionally lift and/or move more than 100 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, and ability to adjust focus through use of corrective lenses as necessary.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee works at elevations of 6,700+ feet and is regularly exposed to outside weather conditions involving snow and extreme cold in winter months. The employee is frequently exposed to moving mechanical parts. The employee is occasionally exposed to wet and/or humid conditions; high, precarious places; fumes or airborne particles; toxic or caustic chemicals; extreme heat; risk of electrical shock; explosives; and vibration. The employee is required to be closely shaven to permit respiratory protection equipment to form a tight seal. The noise level in the work environment is usually loud.

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Position: Paid-Call Fire Fighter
Employer: Big Bear Lake Fire Protection District
Job Description/Duties:

PAID CALL FIREFIGHTER – 1ST CLASS

DEFINITION

Under supervision, performs duties as a paid Call Firefighter assigned to an engine company or other Fire Department equipment.

EXAMPLES OF DUTIES

Follows the instructions of his assigned supervisor/engine company supervisor as may be required to control hostile fires in structures, wildland areas, and automobiles, including laying hose, setting and climbing ladders and performing ventilation, salvage and overhaul; performs rescue operations under varying conditions; maintains and operates a wide variety of Fire Department hand and power tools; operates communication equipment; may be certified to operate specific Fire Department vehicles; assists in maintenance of Fire Department apparatus, stations and grounds.

Participates in Paid Call Firefighter drills, as required, and other training activities, to learn new and improved emergency control methods; responds night or day (when available) to emergency alarms upon dispatch of assigned engine company. Performs other specific duties as assigned by Fire Department personnel. May, with Driver/Pump Operator certification, operate specific Fire Department apparatus.

MINIMUM QUALIFICATIONS

Knowledge of:
- Modern Fire Department organization and practices.
- Modern firefighter methods.
- Modern Fire Department emergency medical practices.

and

Ability to:
- Perform strenuous tasks for long periods of time.
- Function as team member.
- Understand and follow written and verbal instructions.
- Drive and pump assigned Fire Department apparatus, perform minor maintenance on assigned Fire Department apparatus and perform station maintenance.

Education and Experience:
Must have:
- Must be a high school graduate or have GED certificate.

*Valid First Aid certification.
Valid CPR certification.

*EMT-1A or EMT-P meet the requirement for Advanced First Aid certification.

Valid State of California Class 3 driver's license.
Valid insurance certificate for private vehicle.
Must be minimum of eighteen (18) years of age at time of appointment.
Must be United States citizen.
Must be a City of Big Bear Lake resident or reside in an area approved by the Fire Chief.
Must be certified as Firefighter I or Volunteer Firefighter per C.F.S.T.E.S. standards.
Must have Driver/Pump Operator certification for first-out apparatus in assigned station.

QUALIFICATIONS

Must have been a City of Big Bear Lake Paid Call Firefighter 2nd Class for one year and meet all requirements herein stated.

TRAINING

Must attend seventy-eight (78) hours of scheduled drill time (three [3] hours on twenty-six (26) drill nights) annually. Three excused absences allowed per year. Additional excused absences and make-ups may be authorized by the Fire Chief.

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EXHIBIT D

BIG BEAR CITY COMMUNITY SERVICES DISTRICT
VEHICLE REPLACEMENT
FISCAL YEAR ENDING 6/30/13
FIRE and EMERGENCY MEDICAL SERVICES

Vehicle/Equipment	Original Purchase Cost	Original Purchase Date	Original Useful Life	Original Replacement Date	Replacement Cost	Useful Life	Replacement Year Scheduled	7/1/2012 Reserve Amount	Annual Reserve	6/30/2013 Reserve Amount
Unit #CA-2921 Staff Vehicle 2000	42,030	2000	10 Years	2010/11	115,000	12 Years	2012/13	105,417	9,583	115,000
Unit #P-2950 Staff Vehicle 2004	35,184	2004	10 Years	2014/15	75,000	12 Years	2016/17	50,000	6,250	56,250
Unit #BE-291 Brush Engine 1999	183,692	1999	20 Years	2019/20	300,000	20 Years	2019/20	180,000	15,000	195,000
Unit #SQ-291 Utility/Lighting 2004	86,337	2004	15 Years	2019/20	100,000	15 Years	2019/20	46,667	6,667	53,334
Unit #C-2900 Staff Vehicle 2008	34,830	2008	10 Years	2018/19	75,000	12 Years	2020/21	31,250	7,500	38,750
Unit #E-291 Engine 2010	553,435	2010	10 Years	2020/21	450,000	10 Years	2020/21	-	45,000	45,000
Unit #CA-2920 Staff Vehicle 2010	38,645	2010	10 Years	2020/21	45,000	12 Years	2022/23	7,500	3,750	11,250
Unit #WT-291 Water Tender 2006	254,502	2006	25 Years	2031/32	275,000	25 Years	2031/32	55,000	11,000	66,000
Unit #E-292 Engine 2004*					Reserve					
Unit #CA-2921R Staff Vehicle 2000*					Reserve					
Unit #E-291A Engine 1990*					Reserve					
Unit #UT-291 Chevy 2003*					Reserve					
Unit #E-292A Engine 1990*					Reserve					
Unit #SC-291 Snow Cat 1979*					Reserve					
Totals					$ 1,435,000			$ 475,834	$ 104,750	$ 580,584

* Vehicle not scheduled for replacement.

EXHIBIT "D"

FIRE EQUIPMENT – BIG BEAR LAKE FIRE PROTECTION DISTRICT

FIRE DISTRICT

Capital Item	Radio Designator	Year Purchased	Original Cost	Estimated Life (Years)	Replacement Fiscal Year	Estimated Replace-ment Cost		Annual Set Aside
1989 Seagraves Engine	E-281	1989	176,563	20	2009-2010	350,000	1	0
2001 Dodge Pickup	U-281	2001	24,207	15	2016-2017	42,240	7	2,816
2006 Ford Explorer	CH-3100	2006	21,600	10	2016-2017	29,030		2,903
2006 Ford Explorer	FP-281	2006	21,600	10	2016-2017	29,030	4	0
2010 Ford F350	U-282	2010	48,000	10	2020-2021	64,508	5	0
2010 Ford Expedition	CH-3101	2010	94,000	8	2018-2019	115,600		14,450
2010 Ford Type IV Engine	BP-281	2011	98,000	10	2020-2021	171,710	2	17,171
2001 E-One Ladder Truck	T-281	2001	443,048	20	2021-2022	673,000		33,650
2003 Brush Engine	BE-281	2003	222,369	20	2023-2024	465,750		23,288
2005 KME Engine	E-282	2005	337,857	20	2025-2026	480,625		24,031
2006 Rescue	R-281	2006	283,250	20	2026-2027	377,040		18,852
2009 Trailer	IS-281	2009	15,000	20	2029-2030	26,302	6	0
2004 Water Tender	WT-281	2004	194,291	30	2034-2035	294,900		9,830
1950 FWD Engine	E-283A	1950	Unknown	N/A	N/A	Antique	3	N/A
					Total Set Aside			$146,991

1. Replacement rescheduled for a later date.
2. Replacement cost has been increased ($40,000) as original purchase price included a chassis trade-in and the transfer of an existing utility body/box.

3. This is a historic vehicle and will not be replaced.

4. The position assigned this vehicle has been eliminated and it is purposed that the vehicle will not be replaced.

5. Funds of up to $6,451 per year will be placed ito reserves at the end of the budget year only if revenue is generate by fire/incidnet assignments until $64,508 is reserved (See Fire District Reserve Policy [June 2011]).

6. Funds of up to $1,315 per year will be placed into reserves at the end of the budget year only if revenue is generate by fire/incidnet assignments until $26,302 is reserved (See Fire District Reserve Policy [June 2011]).

7. The Fire District possess a 2010 Ford F250 assigned for the Fuels Reduction Supervisor with monthly lease payments funded through grants. This vehicle will become the property of the Fire District during FY2015-2016 and is planned to replace the 2001 Dodge pick-up. Replacement for a vehicle assigned to the Fuels Reduction Supervisor is grant dependent.

Not included on this list, the Fire District possess a chipper, chipper truck; 2 Polaris snow mobiles with utility trailer, and a trailer mounted generator.

NOTE: An annual inflation factor of approximately 3% was used to calculate replacement figures.