

## **San Bernardino County Fire Protection District:**

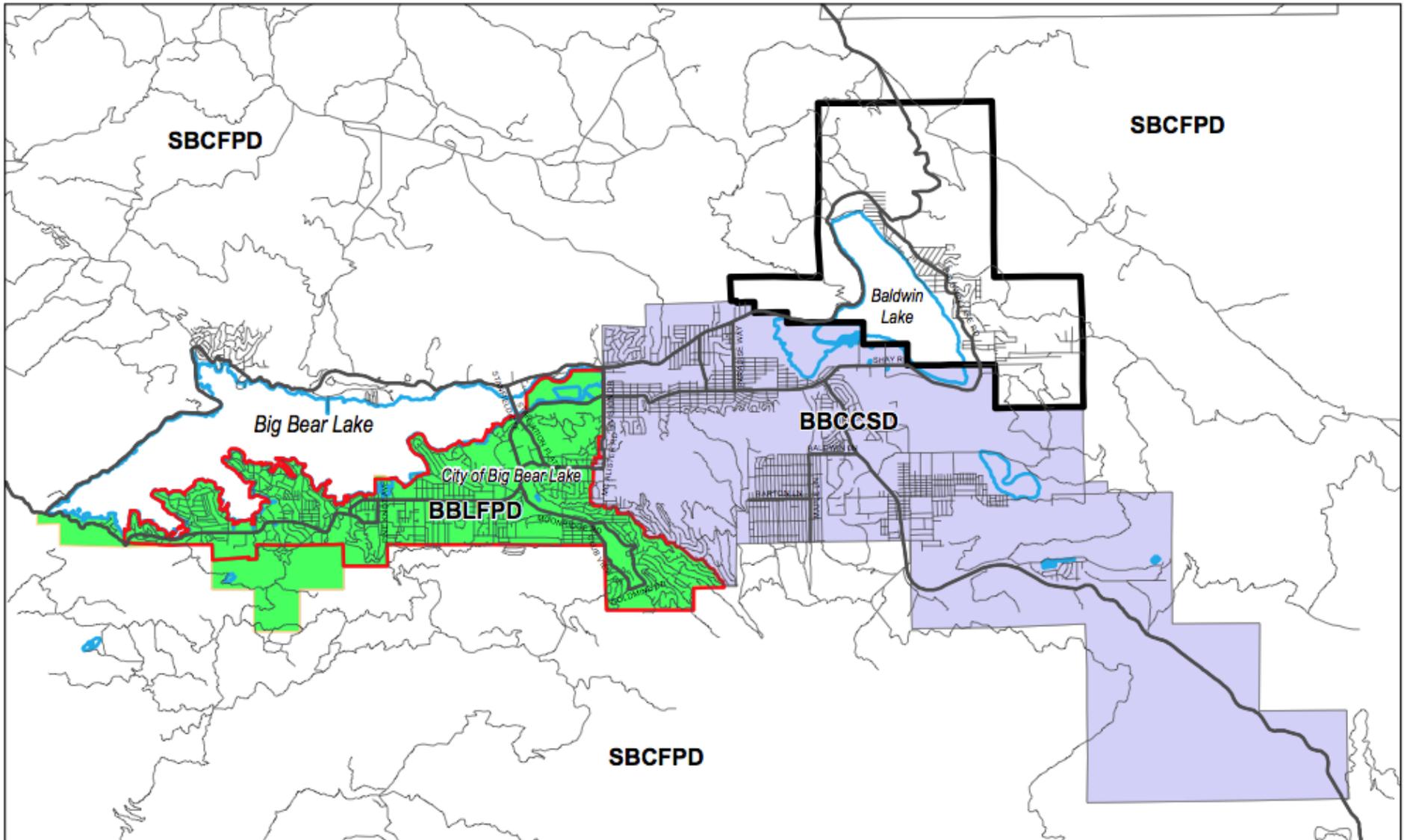
- a. PowerPoint Presentation from May 7, 2014  
Community Meeting**
- b. County of San Bernardino Response on  
Distribution of Fire Revenues and Cost of  
Service Information**
- c. Copy of Contract Materials for LAFCO  
SC#249 on Paramedic Ambulance Service**
- d. Letter Dated August 9, 2009 on Waiver of  
Payment for Contract #98-747 and Contract  
#98-747**



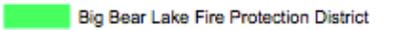
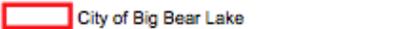
Mark A. Hartwig Fire Chief / Fire Warden

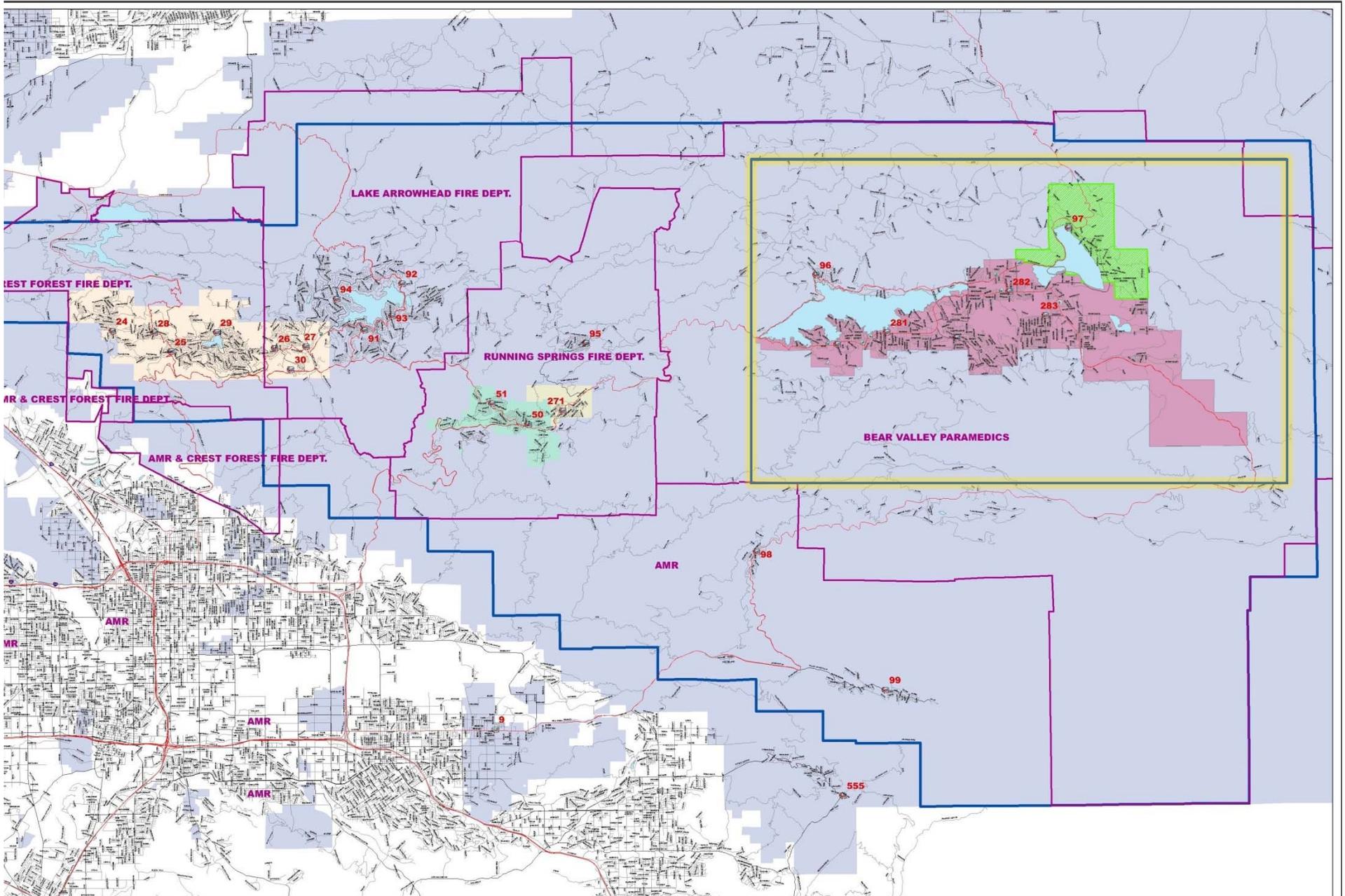
May 7, 2014

# Project Map



**LAFCO 3172 - REORGANIZATION TO INCLUDE ANNEXATION TO THE BIG BEAR CITY COMMUNITY SERVICES DISTRICT AND DETACHMENT FROM THE SAN BERNARDINO COUNTY FIRE PROTECTION DISTRICT AND ITS MOUNTAIN SERVICE ZONE**

-  LAFCO 3172 (As Modified) Annexation to BBCCSD
-  SBCFPD & its Mountain Service Zone
-  Lakes
-  Big Bear City Community Services District
-  Big Bear Lake Fire Protection District
-  City of Big Bear Lake



# San Bernardino County

## Mountain Service Zone

- Legend**
-  Fire Station
  -  Ambulance EOA
  -  Mountain Service Zone
  -  Baldwin Lake FPD
  -  Arrowbear FPD
  -  Big Bear Valley FPD
  -  SBCFPD
  -  Crest Forest FPD
  -  Running Springs FPD



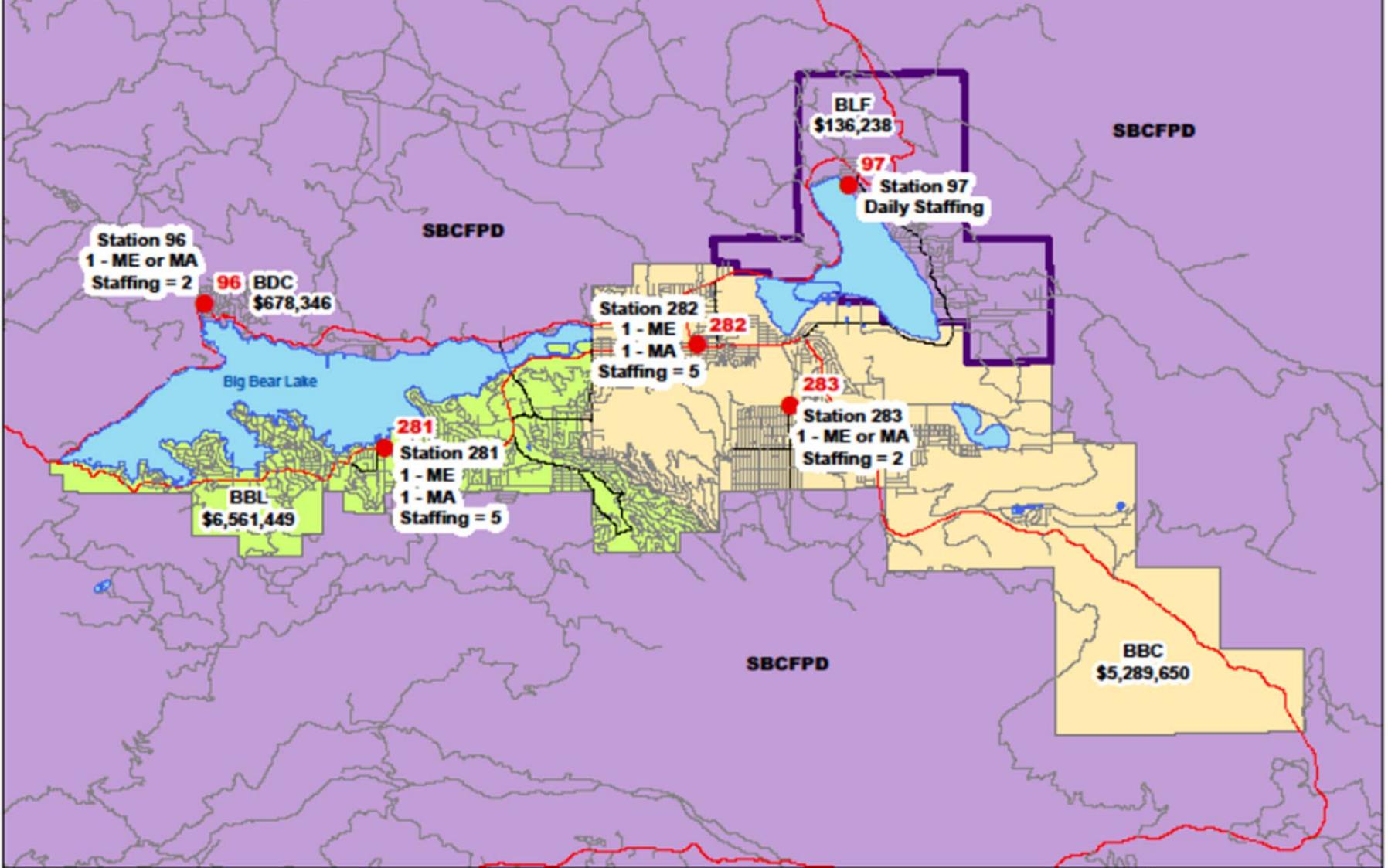
# LAFCO Big Bear Valley Service Review 2011

- “A single valley-wide agency as responsible entity . There are benefits to regionally providing services such as fire protection through a single entity such as the transfer of existing revenue streams to the larger fire entity for regional use, the standing army concept to respond to emergencies, and potential economies of scale that could be achieved”.
- “...reorganization could take place to return Big Bear Lake FPD to an independent district , annex the entire unincorporated Bear Valley area , and become the sole agency responsible for fire protection, emergency medical response and paramedics, and ambulance service in the valley. Alternatively, the responsibility of fire protection and emergency services currently provided by Big Bear Lake FPD and the CSD could become the responsibility of County Fire and its Mountain Service Zone”.
- “Many of the agencies within Bear Valley have initiated earnest discussions on working jointly towards service efficiencies, looking toward the consolidation of services to address the needs of the community as a whole”.

# Impact of Current Proposal on County Fire Services

- County Fire staffs a Paramedic (ALS) Engine at Station 96 in Fawnskin.
  - Fawnskin personnel can “cross staff” a paramedic ambulance as needed.
- The area served by the Fawnskin station currently falls within the exclusive ambulance service area of the Big Bear Fire CSD.
- **The current LAFCO proposal as submitted would eliminate revenue currently being used to provide paramedic service from the Fawnskin Fire Station.**

**Total Big Bear Valley Revenue: \$12,665,683**  
**Total Big Bear Valley Staffing: 14**



## San Bernardino County Big Bear Valley

- Legend**
- Fire Station
  - BBC Big Bear City
  - BBL Big Bear Lake
  - BOC San Bernardino County
  - Proposed Baldwin Lake FPD



# INTEROFFICE MEMO

1853

DATE September 18, 2013

PHONE 387-5418



FROM GREGORY C. DEVEREAUX  
Chief Executive Officer

County of San Bernardino

TO KATHLEEN ROLLINGS-MCDONALD, EXECUTIVE OFFICER  
LOCAL AGENCY FORMATION COMMISSION (LAFCO)

RECEIVED  
SEP 18 2013

LAFCO  
San Bernardino County

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SUBJECT LAFCO 3172 – FORMATION OF BALDWIN LAKE FIRE PROTECTION DISTRICT

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The attached information is submitted in compliance with Government Code 56810 for LAFCO 3172.

Attachment A provides the expenditures for services provided by the San Bernardino County Fire Protection District and its Mountain Regional Service Zone within the boundaries of the proposed Baldwin Lake Fire Protection District, as well as the General Fund shares in those tax revenue areas.

GCD: aes

LAFCO 3172

Attachment A

Entity	Baldwin Lake Allocated Expenditures (12.7%)	Revenue	Net Cost	Percentage from Property Tax	Amount to be Transferred
Mountain Regional Service Zone	130,921.30	-	130,921.30	0.9612	125,841.55
San Bernardino County Fire Protection District	14,394.73	-	14,394.73	0.3401	4,895.65
County of San Bernardino (General Fund Share of Impacted TRAs)	9,491.93	-	9,491.93	0.6623	<u>6,286.51</u>
					<u>137,023.71</u>

# AUDITOR-CONTROLLER/ TREASURER/TAX COLLECTOR



COUNTY OF SAN BERNARDINO

- 222 West Hospitality Lane, Fourth Floor  
San Bernardino, CA 92415-0018 • (909) 387-8322 • Fax (909) 386-8830
- 172 West Third Street, First Floor  
San Bernardino, CA 92415-0360 • (909) 387-8308 • Fax (909) 387-6716

LARRY WALKER  
Auditor-Controller/  
Treasurer/Tax Collector

June 12, 2013

RECEIVED  
JUN 13 2013

Local Agency Formation Commission  
Kathleen Rollings-McDonald, Executive Director  
215 North D Street, Suite 204  
San Bernardino, CA 92415-0490

LAFCO  
San Bernardino County

Re: LAFCO 3172 Proposed Reorganization and Formation of Baldwin Lake Fire Protection District

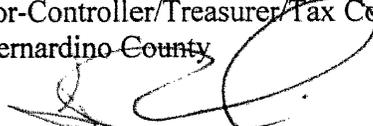
Dear Ms. Rollings-McDonald:

As required under Government Code Section 56810, the Auditor-Controller/Treasurer/Tax Collector is hereby submitting the proportion which property tax revenue bears to total general revenue for each affected local agency, for the fiscal year ended June 30, 2012.

	Entity	General Revenue	Property Taxes	Property Taxes %
AB01-GA01	County of San Bernardino General Fund	626,913,291	415,178,787	66.23%
UF01-GA02	San Bernardino Fire Protection District - Mountain Service Zone	8,381,640	8,056,297	96.12%
UF01-GA05	San Bernardino Fire Protection District - Administration	18,652,642	6,343,598	34.01%

Sincerely,

Larry Walker  
Auditor-Controller/Treasurer/Tax Collector  
San Bernardino County

By:   
Sonia Hermosillo  
Chief Deputy Controller

SH/wds

cc: Greg Devereaux, Chief Executive Officer

## Fawnskin/Baldwin Lake Area Revenue and Expense Summary

Revenue	11/12 Actual	12/13 Actual	13/14 Budget
1) Fawnskin Property Taxes UF01-GA02	\$ 616,748	\$ 628,742	\$ 628,742
1) SBCFPD Property Tax Fawnskin UF01-GA05	\$ 61,598	\$ 63,599	\$ 63,599
1) Baldwin Lake Property Taxes UF01-GA02	\$ 111,595	\$ 111,366	\$ 111,366
1) SBCFPD Property Tax Baldwin Lake UF01-GA05	\$ 24,643	\$ 24,971	\$ 24,971
Total Property Taxes	\$ 814,583	\$ 828,679	\$ 828,679
<b>Total Revenue</b>	<b>\$ 814,583</b>	<b>\$ 828,679</b>	<b>\$ 828,679</b>

Expenses	11/12 BUDGET	12/13 BUDGET	13/14 BUDGET
Salaries and Benefits			
(3) Captains	\$ 519,083	\$ 536,333	\$ 583,186
(3) Fire Fighters	\$ 373,115	\$ 397,456	\$ 423,691
PCF's	\$ 37,655	\$ 22,865	\$ 22,599
Total Salaries and Benefits	\$ 929,853	\$ 956,655	\$ 1,029,477
Operating Expenses			
Services & Supplies	\$ 103,292	\$ 107,020	\$ 120,643
Mountain Admin Budget O/H	\$ 102,776	\$ 90,210	\$ 137,210
FPD FireAdmin Budget O/H	\$ 143,069	\$ 145,883	\$ 88,744
2) Total Operating Expenses	\$ 349,137	\$ 343,113	\$ 346,596
<b>Total Expenses</b>	<b>\$ 1,278,990</b>	<b>\$ 1,299,767</b>	<b>\$ 1,376,073</b>

<b>Net Revenue/(Expense)</b>	<b>\$ (464,407)</b>	<b>\$ (471,088)</b>	<b>\$ (547,394)</b>
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### Summary by Location

Fawnskin Revenue	\$ 678,346	\$ 692,341	\$ 692,341
Fawnskin Salaries & Benefits 87.3%	\$ 811,565	\$ 834,957	\$ 898,515
Fawnskin Expenses 87.3%	\$ 304,723	\$ 299,465	\$ 302,505
Fawnskin Net Revenue/(Expense) in Fund Balance	\$ (437,942)	\$ (442,081)	\$ (508,679)
Baldwin Lake Revenue	\$ 136,237	\$ 136,338	\$ 136,338
Baldwin Lake Salaries & Benefits 12.7%	\$ 118,288	\$ 121,697	\$ 130,961
Baldwin Lake Expenses 12.7%	\$ 44,414	\$ 43,648	\$ 44,091
Baldwin Lake Net Revenue/(Expense) in Fund Balance	\$ (26,465)	\$ (29,008)	\$ (38,715)

### Summary by TRA

Fawnskin Property Taxes UF01-GA02 Revenue	\$ 616,748	\$ 628,742	\$ 628,742
Fawnskin Property Taxes UF01-GA02 Total Expenses 87.3%	\$ 991,418	\$ 1,007,097	\$ 1,123,566
Fawnskin Property Taxes UF01-GA02 Net Cost	\$ (374,671)	\$ (378,355)	\$ (494,824)
Fawnskin Property Taxes UF01-GA05 Revenue	\$ 61,598	\$ 63,599	\$ 63,599
Fawnskin Property Taxes UF01-GA05 Total Expenses 87.3%	\$ 124,869	\$ 127,325	\$ 77,454
Fawnskin Property Taxes UF01-GA05 Net Cost	\$ (63,271)	\$ (63,726)	\$ (13,855)
Baldwin Lake Property Taxes UF01-GA02 Revenue	\$ 111,595	\$ 111,366	\$ 111,366
Baldwin Lake Property Taxes UF01-GA02 Total Expenses 12.7%	\$ 144,502	\$ 146,787	\$ 163,763
Baldwin Lake Property Taxes UF01-GA02 Net Cost	\$ (32,908)	\$ (35,421)	\$ (52,397)
Baldwin Lake Property Taxes UF01-GA05 Revenue	\$ 24,643	\$ 24,971	\$ 24,971
Baldwin Lake Property Taxes UF01-GA05 Total Expenses 12.7%	\$ 18,200	\$ 18,558	\$ 11,289
Baldwin Lake Property Taxes UF01-GA05 Net Cost	\$ 6,443	\$ 6,413	\$ 13,682

### Calls

FISCAL YEAR	Fawnskin	Baldwin Lake	Total
FY10/11	365	42	407
FY11/12	308	69	377
FY12/13	363	40	403
TOTAL	1036	151	1187
AVERAGE	345	50	396
PERCENT	87.3%	12.7%	100.0%

### Notes

- 1) TRA's provided by Chief Johnstone and Property Taxes pulled from Gail Joe Special Districts
- 2) Operating Expenses equal budget in stations plus 11% of shared Mountain Division O/H and 11% of shared Fire Admin FPD Shared Services that get allocated to the Mountain Division.

From FMZ 600 1000	2012 Adopted				
Position Title	Tag 1	Total	Worker's Comp		
BG Captain I	2096	\$ 165,406	\$ 9,184		
BG Captain I	2096	\$ 158,626	\$ 9,184		
BG Captain I	2096	\$ 167,498	\$ 9,184		
<b>Total Captains</b>		<b>\$ 491,530</b>	<b>\$ 27,553</b>	<b>\$</b>	<b>519,083</b>
BG Fire Fighter	2096	\$ 116,809	\$ 6,856		
BG Fire Fighter	2096	\$ 120,484	\$ 6,856		
BG Fire Fighter I	2096	\$ 115,253	\$ 6,856		
<b>Total Fire Fighters</b>		<b>\$ 352,546</b>	<b>\$ 20,569</b>	<b>\$</b>	<b>373,115</b>

**2012 Adopted  
FMZ 600**

		<b>2096</b>	<b>2097</b>		
100 Salaries And Benefits		37,655	0		
Subtotal		<b>37,655</b>	<b>0</b>	<b>\$</b>	<b>37,655</b>
	Operating Expenses				
200 Services And Supplies		91,967	11,000		
241 Data Processing Charges		325	0		
294 Travel and Related Costs		0	0		
300 Other Charges		0	0		
540 Intra-Fund Transfers Out		0	0		
Subtotal		92,292	11,000		
80 Other Revenue		0	0		
<b>FUND BALANCE</b>		<b>92,292</b>	<b>11,000</b>	<b>\$</b>	<b>103,292</b>

**FMZ 600 Mountain O/H**

		<b>1000</b>		<b>11%</b>
100 Salaries And Benefits	Sal/Ben	W/C	Total	
Staff Analyst I	86261	539	86800.23	9548.025
OA II	47373	290.51	47663.51	5242.986
Subtotal	<b>133,634</b>	<b>830</b>	<b>134,464</b>	<b>14,791</b>
	Operating Expenses			<b>11%</b>
200 Services And Supplies	683,696			75,207
241 Data Processing Charges	4,409			485
294 Travel and Related Costs	250			28

300 Other Charges	0	0
Subtotal	<b>1,580,359</b>	<b>75,719</b>
Fee/Rate		<b>11%</b>
70 Charges For Current Service	-111,506	-12266
Subtotal (Property Tax Collection Charge from ATC)		<b>-12,266</b>

**Total FMZ 600 1000 Charges**

**102,776**

FMZ 600 Mountain O/R	1000	11%	
540 Intra-Fund Transfers Out	1,300,831	143,069	143,069
<b>Total FMZ 600 1000 Charges attributed to EPD Adkin Allocation</b>			

**FY11/12 Total Fawnskin/Baldwin Lake Expenses**

**\$ 1,278,990**

			Fawnskin % of Expenses	Baldwin Lake % of Expenses
<b>Property Taxes Expenses Allocation</b>	Mountain PT	UF01-GA02	87.3%	12.7%
<b>Property Taxes Expenses Allocation</b>	Fire Admin PT	UF01-GA05		
		\$ 1,135,920	\$ 991,418	\$ 144,502
		143,069	\$ 124,869	\$ 18,200
<b>Fawnskin UF01-GA02 Expenses</b>			<b>\$ 991,418</b>	
<b>Fawnskin UF01-GA05 Expenses</b>			<b>\$ 124,869</b>	
<b>Baldwin Lake UF01-GA02 Expenses</b>			<b>\$ 144,502</b>	
<b>Baldwin Lake UF01-GA05 Expenses</b>			<b>\$ 18,200</b>	

FY11-12

TRA	TAXABLE VALUE	1% UF01GA02	UF01GA05	Total Fire	
57002	\$ 6,565,183.00	\$65,651.83	0.12342099 \$8,102.81	0.02725455 \$1,789.31	\$9,892.12
57006	\$ 12,113,912.00	\$121,139.12	0.12336709 \$14,944.58	0.02724122 \$3,299.98	\$18,244.56
57011	\$ 52,268,002.00	\$522,680.02	0.12342841 \$64,513.56	0.02725604 \$14,246.19	\$78,759.75
57012	\$ 18,447,082.00	\$184,470.82	0.12341043 \$22,765.62	0.02725166 \$5,027.14	\$27,792.76
57067	\$ 1,027,458.00	\$10,274.58	0.12341043 \$1,267.99	0.02725166 \$280.00	\$1,547.99
	\$ 90,421,637.00		<b>\$111,594.57</b>	<b>\$24,642.61</b>	\$136,237.18

FY12-13

TRA	TAXABLE VALUE	0.01 UF01GA02	UF01GA05	Total Fire	
57002	\$ 6,104,231.00	\$ 61,042.31	0.12342099 \$ 7,533.90	0.02767452 \$ 1,689.32	\$9,223.22
57006	\$ 12,119,200.00	\$ 121,192.00	0.12336709 \$ 14,951.10	0.02766097 \$ 3,352.29	\$18,303.39
57011	\$ 52,332,691.00	\$ 523,326.91	0.12342841 \$ 64,593.41	0.02767605 \$ 14,483.62	\$79,077.03
57012	\$ 18,645,203.00	\$ 186,452.03	0.12341043 \$ 23,010.13	0.02767159 \$ 5,159.42	\$28,169.55
57067	\$ 1,035,516.00	\$ 10,355.16	0.12341043 \$ 1,277.93	0.02767159 \$ 286.54	\$1,564.48
	\$ 90,236,841.00	\$ 902,368.42	<b>\$ 111,366.48</b>	<b>\$ 24,971.19</b>	\$136,337.67

Entity	Fawnskin 2012-13 Actual	Baldwin Lake Allocated Expenditures (12.7%)	Revenue	Net Cost	% from PPTX	Amount to be Transferred
Mountain Regional Service Zone	1,030,876.36	130,921.30	-	130,921.30	0.9612	125,841.55
San Bernardino County Fire Protection District	113,344.37	14,394.73	-	14,394.73	0.3401	4,895.65
County of San Bernardino (General Fund Share of Impacted TRAs)*	74,739.64	9,491.93	-	9,491.93	0.6623	6,286.51
	<u>1,218,960.37</u>					<u>137,023.71</u>

\*The County of San Bernardino does not directly incur the costs associated with services provided in the Baldwin Lake area. All costs are incurred directly to the Mountain Regional Service Zone and San Bernardino County Fire Protection District. The general fund support is provided to the Mountain Regional Service Zone through the execution of an operating transfer.

#### Methodology

##### Assumptions:

- Mountain Regional Service Zone (FMZ) is 6.76% funded by the County of San Bernardino General Fund (GF)  
(Total 2012-13 FMZ Actual GF received \$385,119/Total 2012-13 FMZ Actual Revenue \$5,696,385)
- Fawnskin salaries and benefits represent 11% of FMZ salaries and benefits
- Baldwin Lake represents 12.7% of Fawnskin based upon 3 year average of calls
- Fawnskin salaries and benefits represent .011% of San Bernardino County Fire Protection District (SBCFPD) salaries and benefits - not including fund FPD  
(Total 2012-13 Fawnskin salaries and benefits of \$798,036/Total 2012-13 SBCFPD salaries and benefits of \$72.5 million)

##### Calculations:

Total Fawnskin Expenditures	1,105,616.00	Includes actual expenditures for ORG 2096 (Fawnskin) as well as FMZ overhead
Total GF Cost of Service for Fawnskin	74,739.64	Represents 6.76% Total Fawnskin Expenditures
Total FMZ Cost of Service for Fawnskin	1,030,876.36	Represents Fawnskin Expenditures not funded by the GF
Total SBCFPD Cost of Service for Fawnskin	113,344.37	Represents .011% of Total FPD Expenditures of \$10.3 million

Total Baldwin Lake Expenditures Represent 12.7% of all Cost of Services for Fawnskin

REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS  
C. SAN BERNARDINO COUNTY, CALIFORNIA  
AND RECORD OF ACTION

0059

Agree. 2000-226

APRIL 18, 2000

COPY

FROM: PETER R. HILLS, Fire Chief/Fire Warden  
San Bernardino County Consolidated Fire District

LAFCO SC # 249

SUBJECT: COOPERATIVE AGREEMENT BETWEEN CSA 38, CSA 53B, BEAR VALLEY  
COMMUNITY HEALTH CARE DISTRICT (HCD) AND THE BIG BEAR  
CITYCOMMUNITY SERVICES DISTRICT (CSD) FOR FIRE PROTECTION AND  
EMERGENCY MEDICAL SERVICES

RECOMMENDATION: Acting as the governing body of County Service Area 38 and County  
Service Area 53B (Fawnskin), approve Cooperative Agreement between the Bear Valley  
Community Health District and the Big Bear City Community Services District for fire protection  
and emergency medical services, including paramedic ambulance transportation.

BACKGROUND INFORMATION: The San Bernardino County Consolidated Fire District, Bear  
Valley Community Health Care District (HCD), (which owns the ambulance and equipment), and  
Big Bear City Community Services District (CSD) (which contractually coordinates the HCD  
employees through a separate agreement between the HCD and the CSD), have negotiated a  
cooperative agreement which is designed to mutually benefit all parties. This agreement will  
allow the placement of a HCD-owned ambulance, staffed with CSA 38 paramedic employees, in  
the community of Fawnskin. All operating expenses associated with maintenance, fuel and  
equipment shall be the responsibility of the HCD. This agreement also allows for cross training of  
all employees and utilization of each other's employees in a staff-sharing arrangement.  
Ambulance billing and collection of funds will be the responsibility and the assets of the HCD.  
This agreement also requires the HCD to reimburse CSA 38 for paid-call employee payroll, when  
such staff are required to leave CSA 53-B (Fawnskin) to respond to an area-wide emergency.

REVIEW BY OTHERS: This action has been reviewed by County Counsel (L Thomas Krahelski)  
on February 10, 2000, and coordinated with the Third (3)rd Supervisorial District.

FINANCIAL IMPACT: County Service area 38 shall receive compensation from the Bear Valley  
Community Health Care District for all services rendered under the terms and fee schedules  
included in the Agreement. These rates are based on the existing compensation package for  
personnel costs.

SUPERVISORIAL DISTRICT(S): Third

PRESENTER: Peter R. Hills

LAKE ARROWHEAD  
FIRE DISTRICT

MAY 2 2000

cc: SBCCFD-Dennen w/agree.  
Contractor c/o SBCCFD w/agree.  
Auditor/Controller w/agree.  
SBD w/agree.  
ED/PSG-Goss  
CSA 53-B  
County Counsel-Krahelski  
File w/agree.

lw

Record of Action of the Board of Supervisors  
AGREEMENT 2000-226

APPROVED BOARD OF SUPERVISORS  
COUNTY OF SAN BERNARDINO

MOTION AYE AYE AYE AYE ABSENT SECOND  
4 5

EARLENE SPROAT, CLERK OF THE BOARD

BY *[Signature]*

DATED: April 18, 2000



4. **Operational Considerations:**

The administration of the CSD, District, and HCD shall meet periodically to update an operational plan (Exhibit "B") to address any current or additional operational considerations in connection with the sharing of personnel.

5. **Obligations:**

The agencies herein acknowledge and agree that the employees of each entity shall remain the employees of such agency regardless of the sharing of services pursuant to this Agreement. The agency that employs such employee shall continue to be responsible for all matters related to the payment of federal, state and local payroll taxes, workers' compensation insurance, salaries and fringe benefits for the employee. Each agency shall indemnify, defend and hold harmless the others for any penalty, claim, liability, deficiency or damages arising as a result of such agency's failure to fulfill its duties as set forth herein.

6. **Indemnification and Insurance**

**Indemnification** - The CSD and HCD agree to indemnify, defend and hold harmless the District and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the District on account of any claim therefore, except where such indemnification is prohibited by law.

The District agrees to indemnify, defend and hold harmless the CSD and HCD and their authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the CSD and HCD on account of any claim therefore, except where such indemnification is prohibited by law.

**Insurance** - Without in anyway affecting the indemnity herein provided and in addition thereto, the CSD, HCD and the District shall secure and maintain throughout the contract the following types of insurance with limits as shown:

**Workers' Compensation** - A program of Workers' Compensation insurance or a state-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the CSD and HCD and the District and all risks to such persons under this Agreement.

**Comprehensive General and Automobile Liability Insurance** - This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).

**Additional Named Insured** - All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming the District and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

CSD and HCD shall require the carriers of the above-required coverages to waive all rights of subrogation against each other, their officers, employees, agents, volunteers, contractors and subcontractors.

The District shall require the carriers of the above required coverage's to waive all rights of subrogation against the HCD and the CSD, it's officers, employees, agents, volunteers, contractors and subcontractors.

**Policies Primary and Non-Contributory** - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the District.

**Proof of Coverage** – CSD, HCD and District shall immediately furnish certificates of insurance or self-insurance to each other evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the District, and each agency shall maintain such insurance from the time each agency commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, each agency shall furnish certified copies of the policies and all endorsements.

**Insurance Review** - The above insurance requirements are subject to periodic review by the District. The District's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the District. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the District, inflation, or any other item reasonably related to the District's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CSD and HCD agree to execute any such amendment within thirty (30) days of receipt.

**7. Compliance with Laws**

Each agency shall be responsible for ensuring compliance with laws applicable to such agency with regard to personnel and equipment it is required to provide to the scene of an incident. Each agency shall comply with all applicable laws, rules and regulations regarding utilization of personnel and equipment.

**8. Severability**

If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force in all other circumstances.

**9. Assignment**

Each agency acknowledges and agrees that it may not assign any of its responsibilities under this Agreement without the prior written consent of the others.

**10. Further Actions:**

Each agency further agrees for the duration of this Agreement to execute, acknowledge and deliver any further documents or instruments reasonably requested by any other agency, and will take any other action consistent with the terms of this Agreement that may reasonably be requested by any other agency for the purpose of carrying out the provisions of this Agreement.

**11. Compensation**

District shall receive compensation, including authorized additional fees, for all services rendered under this Agreement at the rates set forth in Exhibit "A", attached hereto and incorporated herein by reference.

**12. Term**

The term of this Agreement shall be from the date of signing and authorization by the parties listed herein, until earlier terminated as provided herein. Terms of the Agreement provisions shall be reviewed annually at the request of any one of the parties.

**A. Delivery of Notices**

All notices permitted or required under this Agreement shall be given to the respective parties at the following addresses, or at such other address as the respective parties may provide in writing for this purpose:

**DISTRICT:**

**COUNTY SERVICE AREA 53, IMPROVEMENT ZONE B;  
COUNTY SERVICE AREA 38**

**Attn: Peter R. Hills, Fire Chief  
157 W. 5<sup>th</sup> Street, 2<sup>nd</sup> floor  
San Bernardino, CA 92415-0451**

**HCD:**

**BEAR VALLEY COMMUNITY HEALTH CARE DISTRICT**

**Attn: Mary Norman, CEO  
Address: P O Box 1649  
Big Bear Lake, CA 92315**

**CSD:**

**BIG BEAR CITY COMMUNITY SERVICES DISTRICT**

**Attn: Rod Watkins, General Manager  
Address: P O Box 558  
Big Bear City, CA 92314**

B. Termination of Agreement

Any party may, by written notice to the other parties, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the other parties of such termination, and specifying the effective date thereof, at least ninety (90) days before the effective date of such termination. Upon termination, District shall be compensated only for those services which have been rendered to either CSD or the HCD and shall be entitled to no further compensation.

Entire Agreement

This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a written amendment signed by all parties.

///

DISTRICT Jon D. Mihels  
▶ Jon D. Mihels, Chairman, Board of Supervisors  
Acting in its capacity as the governing body of the District

Dated: APR 18 2000 #2000 226

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD.

By [Signature]  
Deputy  
Clerk of the Board of Supervisors  
of the County of San Bernardino.

Bear Valley Community Health Care District  
▶ Mary Norman, CEO 3-7-2000  
(Authorized signature- sign in blue ink) Date

Mary Norman, CEO  
Printed Name

Big Bear City Community Services District  
[Signature] March 7 2000  
(Authorized signature- sign in blue ink) Date

Rod Watkins, General Manager  
Printed Name

Approved as to Legal Form  
▶ [Signature]  
County Counsel  
Date 3/9/00

Reviewed by Contract Compliance  
▶ [Signature]  
Date 3/10/00

Reviewed for Processing  
▶ [Signature]  
Agency Administrator/CAO  
Date 3/10/00

**EXHIBIT "A"**

**COMPENSATION**

In consideration for the sharing of employees as stated herein, the Bear Valley Community Health Care District shall pay to County Service Area 38 the following rates:

<u>Personnel</u> <u>Classification</u>	<u>Unit</u>	<u>Rate (per pay period) *</u>
Paramedic	4 (maximum)	\$ 130.00/ per unit

\* San Bernardino County Consolidated Fire District pay periods.

The respective entities to this Agreement shall determine monthly whether any additional fees may be required to compensate for additional overtime costs incurred in connection with the terms of this Agreement. Hourly rates and paramedic pay is based on the most current employee compensation package as approved and authorized by the Board of Supervisors. Any changes in employee compensation rates will be reflected in the rate per pay period as listed above or in the hourly rate as listed below.

The Bear Valley Community Health Care District shall reimburse CSA 38 for Paid call employee station coverage while HCD ambulance assigned to Fawnskin is out of the county service area, at the following Paid call employee hourly rates:

Bear Valley Community Health Care District to be billed by District on a quarterly basis for:

**Paid-call Firefighter Employees**

<u>Personnel</u> <u>Classification</u>	<u>Unit</u>	<u>Rate (hourly)</u>
Firefighter	1	\$ 6.76
Engineer	1	\$ 7.47
Lieutenant	1	\$ 7.87
Captain	1	\$ 8.29

**Full Time Firefighter Employees**

	<u>Unit</u>	<u>Rate (hourly)</u>	<u>Overtime (1.5)</u>
		<u>W/benefits</u>	
Firefighter	1	\$ 16.96	\$ 15.38
Engineer	1	\$ 18.80	\$ 17.55
Captain	1	\$ 21.66	\$ 20.22

**EXHIBIT "B"**

**OPERATIONAL PLAN**

Between

County Service Area 38 (CSA 38);  
Bear Valley Community Health Care District ("HCD");  
Big Bear City Community Services District ("CSD");  
County Service Area 53; Improvement Zone B ("District") and  
Joint Powers Authority ("JPA")

For

Exchange of Fire and Emergency Medical Personnel and  
Cross-Training of Fire and Emergency Medical Personnel

Personnel

For quality improvement purposes, personnel can be rotated between San Bernardino County Consolidated Fire District, Station 49, West Mountain Battalion, located at 39188 Rim of the World Drive, in Fawnskin, CA, hereinafter referred to as "Station 49", and the Big Bear City Consolidated Fire District Station 291, hereinafter referred to as "Station 291", located at 301 W. Big Bear Blvd., Big Bear City, CA and Station 292, hereinafter referred to as "Station 292", located at 550 Maple Lane, Sugarloaf, CA or other Big Bear Valley stations, as yet to be determined based on other agency potential future Participation.

This will provide for greater ALS skill performance and the standardization of other EMS and fire related procedures throughout the Big Bear Valley. It would also create an option for placement of current JPA employees who run a high volume of calls on a regular basis, and allow a reduction of call volume and assist in reducing stress levels. Employee schedules are currently independent of each other between agencies; therefore, rotation could be scheduled on a monthly basis. This may be coordinated by the JPA EMS Coordinator and/or Station 49 supervisory personnel.

The full time San Bernardino County Consolidated Fire District Paramedics, who are assigned to Station 49, would be offered a shift differential or pay increase for providing enhanced level of paramedic services, as outlined in Exhibit "A".

The Paramedics and Emergency Medical Technicians (EMT) could be offered overtime hours for EMS coverage as part of the JPA rotation. The San Bernardino County Consolidated Fire District Paid-call EMT and Paramedic employees, who are assigned to Station 49, could be utilized for EMS back up, scheduled day car shifts, and interfacility transfers during the peak seasons.

The District shall be responsible for the costs incurred for each of the District's Paramedics continuing education hours up to a maximum of 48 hours per Paramedic employee, every two years, per current protocol. The District will also be financially responsible for any other paramedic-specialized and/or mandatory training as required to maintain current licensing. The JPA EMS Coordinator shall be provided with photocopies of all licenses certificates of all employees working under this Agreement. No employee under this Agreement shall be allowed to participate or provide service without proper licensure accreditation and certification.

Personnel hourly rates as listed in Exhibit "A" will be subject to change to comply with the rates as established by the current fiscal year Compensation Package for County fire safety personnel. All parties herein, will mutually agree upon any changes in rates that would affect this Cooperative Agreement, and rate changes shall be cause for re-evaluation of Exhibit "A" of this Agreement.

### Facilities/Equipment/Supplies

One (1) Ambulance with ALS equipment (property of the HCD) will be placed at San Bernardino County Consolidated Fire District Station 49. This ambulance would be kept indoors and utilized by San Bernardino County Consolidated Fire District personnel who have been trained in all Big Bear Valley Fire Paramedic Service procedures. The fire officer on duty may choose to respond to an incident with a paramedic engine, or with the ambulance, depending on circumstances and needs. Staffing of the ambulance and/or strategic placement of the ambulance, may be requested periodically by the CSD and/or the District. The San Bernardino County Consolidated Fire District would be responsible for all daily checkouts, cleaning, and daily maintenance procedures per Standard Operating Guidelines. The Bear Valley Community Health Care District is responsible for costs associated with the maintenance and repair of the vehicle, fuel, and equipment. All EMS supplies will be replaced by the HCD through restock at the hospital after response or by the JPA EMS Coordinator, on an as-needed basis.

### Communications

Radio communications could be made utilizing the San Bernardino County 800 Mhz system. The ambulance to be placed at San Bernardino County Consolidated Fire District, Station 49 would have this radio installed and programmed with all needed talk/groups. A portable radio would be made available for use on the Station 49 Paramedic engine and this unit would have the same capabilities as the ambulance unit. All EMS related communication would take place on the same talk groups that are currently in use by the JPA agencies.

The financial responsibility for any ambulance responses dispatched to areas outside of Fawnskin's response area, shall be the responsibility of the HCD.

### Training

All JPA employees would be oriented to the San Bernardino County Consolidated Fire District Standard Operating Guidelines for the purpose of personnel rotation and response standardization. All San Bernardino County Consolidated Fire District employees would be orientated to the JPA Standard Operating Guidelines for the purpose of paramedic operations, personnel rotation, and response standardization. Future EMS training will be coordinated between the participating agencies. Responsibilities for training classes would be divided between the participants. EMS protocol updates and guideline classes will be provided by the JPA EMS Coordinator and may require mandatory attendance by participating agency JPA personnel.

### Continuous Quality Improvement (CQI)

All JPA CQI will be coordinated by the JPA EMS Coordinator. The CQI process is performed monthly. It consists of peer review, individual consultation/training, and a monthly CQI meeting. The monthly meetings have representatives from all of the fire agencies in the Big Bear Valley, the director of Bear Valley Community Hospital Emergency Room and the Paramedic Base Station. The San Bernardino County Consolidated Fire District will participate in this process and will assign a representative for the monthly CQI meetings.

### Narcotic Control/Restock

The JPA EMS Coordinator strictly controls narcotic stocking and replacement. All narcotics must be signed for on a daily basis and specific documentation must be completed upon its use. The JPA EMS Coordinator will replace narcotic stocks before they reach minimum levels. Current JPA Standard Operating Guidelines shall be used.

### Billing Information/Reports/Documentation

Patient billing information, reports, and documentation requirements must be performed by the San Bernardino County Consolidated Fire District personnel. The JPA EMS Coordinator and the San Bernardino County Consolidated Fire District Fire Captain assigned to Station 49, will assure that all requirements are being met. All San Bernardino County Consolidated Fire District personnel will be obligated to complete required documentation in a timely manner. The JPA EMS Coordinator will review all documentation and route to appropriate destinations. HCD is responsible for billing, collections and financial accounting for operations of the Paramedic/EMT Transportation Program.

15:00 11-1-2000

**Interfacility Transfers**

The San Bernardino County Consolidated Fire District will not be responsible for interfacility transfers. San Bernardino County Consolidated Fire District full time and paid-call personnel will be eligible for interfacility transfer work hours as part of the JPA back up staffing system.

**APPROVED:**

Bear Valley Community Health Care District

Date: 3-7-2000

Mary Norman CEO

Signature: Mary Norman, CEO

Big Bear City Community Services District

Date: March 7 2000

Rod Watkins

Signature: Rod Watkins, General Manager

San Bernardino County Consolidated Fire District  
County Service Area 53, Improvement Zone B  
and County Service Area 38

Date: 3/10/2000

Peter R. Hills

Signature: Peter R. Hills, Fire Chief/County Fire Warden

LAFCD SC # 249

**ATTACHMENT "D"**  
**BVHCD Letter of Intent**

**Bear Valley Community  
Healthcare District**

# Memo

**To:** BBL Fire Protection Board, CSD Board of Directors, Tom Wellman, Division Chief - SBCFD  
**From:** Mary Norman, CEO, BVCHD (MN)  
**CC:** BVCHD Board of Directors, Rod Watkins, CSD General Manager, Chief Bob May, BBLFD,  
Mary Patterson, Field Rep, County Board of Supervisors  
**Date:** 03/29/02  
**Re:** Possible Sale of BVCHD's Ambulance Service Assets

---

The Healthcare District supports the efforts of the Ambulance Service Committee and the institutions they represent to study ways in which the Ambulance Service can be more economically and effectively provided.

One of the alternatives, which may be given consideration, is the sale of the District's ambulance related assets to a newly created organization consisting, in some manner, of some or all of the fire services in the valley. Attached is a letter of intent, which was approved at the March 18, 2002 BVCHD Board meeting, for your review and consideration.

If negotiations are undertaken to achieve this alternative, the Board of the Healthcare District believes that it may be helpful for the committee members to know the conditions under which the sale of the subject assets could take place. The Board does not want the District's needs to come as an eleventh hour surprise.

The time limit is designed to assist in the decision making process. If within a year's time the fire services agree that some sort of organization can be created to provide valley-wide ambulance services, then the time needed to actually create the organization can simply be taken. If, however, no agreement to proceed is forthcoming within the year, the Healthcare District and the CSD will need to evaluate the alternatives still available to them.

The next JPA Ad Hoc meeting is scheduled for Wednesday, April 17, 2002 @ 4:00 PM in the hospital conference room. Please contact Donna Bailey at 909-878-8214 if you are unable to attend.



## Letter of Intent

The Bear Valley Community Healthcare District (BVCHD) would be interested in transferring the assets of the Paramedic Services to a government entity that would provide valley-wide paramedic and ambulance services at the current or enhanced level of service.

BVCHD would be interested in transferring the assets to a future valley-wide organization:

- The established organization must be a viable legal entity (e.g. Joint Powers Authority, one valley wide fire department)
- There must be written commitment from the City of BBL, the CSD, and County (if applicable) to fund for a five year period.
- There must be written acknowledgment from all involved Fire Departments that the command structure is acceptable.
- The organization must provide an equal and professional level of service to all persons in need of ambulance service.
- The new organization shall assume full liability for the operation of the ambulance business upon receipt of the assets and shall agree to indemnify BVCHD.

In exchange, BVCHD would like the following:

- A price for the ambulance service of approximately \$800,000 for assumption of all assets and liabilities of the ambulance service.
- The District would be willing to accept a negotiated pay out over a period of five years on the above stated amount.
- Board level representation in an advisory only capacity to the entity providing paramedic services during the transitional period.
- Assurance that the entity will maintain the current or enhanced level of paramedic services.

The new organization shall, within one year, establish and submit a written feasible plan of organization for the ownership of the ambulance service to the BVCHD Board of Directors.

LAFCO SC # 249

**BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT  
BOARD OF DIRECTORS**

**SPECIAL BOARD MEETING MINUTES  
January 24, 2005**

**PRESENT:** Ronald Peavy, Director      Carol Mulvihill, Director  
Bill Speyers, Director      Vi Colunga, CEO  
Bruce Bowne, CFO

**ABSENT:** Christopher Fagan, Director      Sheila Schoettger, Director

**GUESTS:** Dana Van Leuvan      Rod Watkins  
Ken Hammond      Rick Rolston  
Michael Perry      Darrel Mulvihill  
Other members of the fire fighters/paramedic team

**1. CALL TO ORDER:**

Ron Peavy called the meeting to order at 12:05 pm.

**2. PUBLIC COMMENTS:**

None

**3. BUSINESS:**

**A. JPA Update**

Dana Van Leuvan brought those present up to date regarding the background of the JPA and the plan to try to unite all the fire departments into one.

It was explained that right now the process is at a stalemate with discussions regarding wages, benefits, etc. between the two unions.

Ron Peavy and Carol Mulvihill asked many questions of the fire chiefs, Rod Watkins, and Michael Perry. Carol requested financial information from the CSD so that she is educated regarding on how the money that the Healthcare District pays the CSD is distributed.

A Core Steering Group meeting is scheduled for January 25 at 1:30 pm, BBL Fire Department. More information should be available by the next Healthcare District Board meeting.

The Healthcare District CEO, Vi Colunga, made a request that the core committee make their decision regarding taking over the ambulance service by April 1, 2005

**4. ADJOURNMENT**

With further business, the meeting was adjourned at 1:03 pm.

Donna Bailey, Recording Secretary

**BEAR VALLEY COMMUNITY HEALTHCARE DISTRICT  
BOARD OF DIRECTORS**

**SPECIAL BOARD MEETING MINUTES  
March 9, 2005**

**PRESENT:** Ronald Peavy, Director      Carol Mulvihill, Director  
 Bill Speyers, Director      Sheila Schoettger, Director  
 Christopher Fagan, Director      Vi Colunga, CEO  
 Bruce Bowne, CFO

**GUESTS:** Rod Watkins      Dana Van Leuvan  
 Rick Rolston      Judi Bowers  
 Ron Seymour      Mary Norman  
 Ines Tedford      Uli Crezee  
 Roz Gravell      Chris Sillman  
 Mike Mayor      Brian Parham  
 Ruth Kissinger      Scott Rogers  
 Michael Perry      Bob Colvin  
 Marge McDonald      Members of the Paramedic/Firemen  
 Other members of the community

1. **CALL TO ORDER:**  
 Ron Peavy called the meeting to order at 5:31 pm.
2. **ROLL CALL:**  
 All Directors were present. Also present were Vi Colunga, CEO and Bruce Bowne, CFO
3. **PUBLIC COMMENTS:**  
 Mary Norman asked if the net worth of the ambulance had ever been done as was requested by the Board.  
  
 Mary asked the board to consider that the ambulance service has been a profit center for the District for the last several years.
4. **BUSINESS:**
  - A. **Discussion Regarding Ambulance Service**  
 Rod Watkins, General Manager, Mike Mayor, CFO, and Chief Dan Van Leuvan from the CSD presented their request to the BVCHD Board of Director to take over the ambulance service from the District  
  
 Information of from the BBCCSD proposal:
    - BBCCSD would like to take it over by April 1, 2005
    - Accounts receivable and payables prior to March 31, 2005 belong to BVCHD
    - Accounts receivable and payable beginning April 1, 2005 would belong to the BBCCSD.
    - All ambulances and equipment thereto would belong to the BBCCSD.

Special Board Meeting Minutes – March 9, 2005  
Page 2

- The ambulance biller would become a BBCCSD employee.
- The 2005-2006 BBCCSD ambulance budget was reviewed by Mike Mayor.

Recommendations from ICEMA and the City of Big Bear Lake approving this change were reviewed.

There were several questions from the BVCHD Board of Directors regarding the service.

5. **DIRECTORS COMMENTS:**  
Bill Speyers commented that during busy times an ambulance could be stationed at the hospital.
6. **ADJOURN TO CLOSED SESSION:**  
We adjourned to closed session at 6:47 pm.
7. **RECONVENE TO OPEN SESSION:**  
We reconvened to open session at 7:25 pm.  
  
Administration was instructed to meet with BBCCSD to negotiate regarding priorities and further discussion will take place at BVCHD's next meeting on March 28, 2005.
8. **ADJOURNMENT:**  
With no further business, the meeting was adjourned at 7:29 pm.

Donna Bailey, Recording Secretary

ATTACHMENT "E"

Letters of Support

LAFCO SC # 249

# City of Big Bear Lake

LAFCO SC # 249



## CITY MANAGER'S OFFICE

March 3, 2005

Rod Watkins  
General Manager  
Big Bear Community Services District  
P.O. Box 558  
Big Bear City, CA 92314

### RE: AMBULANCE NEGOTIATIONS

Chief Dana Van Leuven and I have been working together the last four weeks to create a "joint proposal" to provide ambulance service to our Valley. I have also been working with the Council's Ambulance Committee of Mayor Mulvihill and Councilmember Jahn, and Fire Chief Morley, to determine whether the Big Bear Lake Fire Department could participate in an ongoing ambulance service.

Mayor Mulvihill, Councilmember Jahn, Chief Morley and I have reached the conclusion that it would be best for the City and the Valley if we returned to the ambulance system that we previously had - which was the CSD staffing the ambulances for the entire Valley.

We will be recommending to the City Council and the Hospital Board that: (1) The permit to operate the ambulance system be transferred to the BBCCSD as of April 1, 2005; (2) The BBL Fire Department complete our contract to staff the ambulance through April 1, 2005; and (3) On April 1, 2005 the BBL Fire Department continue to provide our Paramedic Program within the City of Big Bear Lake.

Please let me know if there is anything I can do to assist in the transition of the ambulance system to the CSD.

Sincerely,

  
Michael Perry  
City Manager

C: Honorable Mayor and Members of the City Council  
Bear Valley Hospital Board  
Fire Chief Morley

City of Big Bear Lake Civic Center and Performing Arts Center  
39707 Big Bear Boulevard, P.O. Box 10000, Big Bear Lake CA 92315-8900  
• 909/866-5831 • Fax 909/866-6766

# City of Big Bear Lake



March 16, 2005

Rod Watkins  
General Manager  
Big Bear City CSD  
P.O. Box 558  
Big Bear City, CA 92314

RE: VALLEY-WIDE AMBULANCE SERVICE

Dear Mr. Watkins:

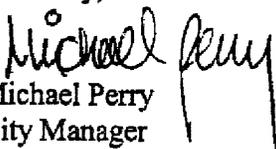
At their regular meeting of March 14, 2005, the Big Bear Lake City Council voted unanimously to support the Big Bear City CSD's request to obtain the permit to operate the ambulance system valley-wide.

The Council supports the CSD's request to the Healthcare District, ICEMA and LAFCo for the Ambulance Permit to be transferred to the CSD and for the CSD to provide ambulance service within the Big Bear operating area.

The Big Bear Lake Fire Protection District will continue to provide its first responder ALS / Paramedic Program within the City of Big Bear Lake.

Please call me if you need any additional support for your Ambulance Program.

Sincerely,

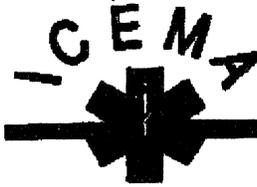
  
Michael Perry  
City Manager

Ambulance2.mp

LAFCO SC # 249

# INLAND COUNTIES EMERGENCY MEDICAL AGENCY

515 N Arrowhead Avenue  
San Bernardino CA 92415-0060  
Telephone (909) 388-5823  
(Fax) 909 388-5825



March 3, 2005

Michael Perry, City Manager  
City of Big Bear Lake  
PO Box 10000  
Big Bear Lake, CA 92315-8900

Dana Van Leuven, Fire Chief  
Big Bear City Fire Department  
PO Box 558  
Big Bear City, CA 92314

**RE: BEAR VALLEY PARAMEDICS**

Dear Sirs:

It is our understanding that discussions are continuing regarding the provision of services in the Big Bear Lake area. ICEMA would like to this opportunity to provide your office with information regarding our experiences as the EMS regulatory agency for Bear Valley Paramedics.

Bear Valley Paramedics began providing paramedic services following designation by the Health Officer approximately 20 years ago and has continued to provide quality services in a seamless and coordinated manner. In addition, Big Bear Community Services District, the management personnel as well as the paramedics have shown willingness to cooperate with our office to assure a high quality EMS system. The service is one of the County's more progressive services and has been on the cutting edge of technology in an effort to provide quality care, e.g. first service to provide peer review as part of quality improvement, first service in the state to utilize prehospital 12-lead EKG, first agency to implement the LLLMC grant "discoveries" project designed to provide patient tracking, access to current protocols in the field, patient care data for QI purposes, first service to complete requirements for trauma medic certification, first service to perform Intraosseous infusions in the field and the first service to perform pediatric intubation.

In addition, Bear Valley Paramedics staff has been actively involved with ICEMA through membership in the San Bernardino County Emergency Medical Care Committee and has actively worked in a cooperative manner with ICEMA to achieve its goals.

ICEMA, as the local EMS agency for the County of San Bernardino, oversees the entire EMS system, which includes the establishment and enforcement of emergency medical care standards. Bear Valley Paramedics has always met or exceeded the standards. We currently have an ALS authorization Agreement, which stipulates that the service will conform to all state statutes, regulations and ICEMA standards, policies, protocols and procedures, including ICEMA approved quality Improvement Plan. In addition, Bear Valley Paramedics are permitted to provide ALS service in conformance with the San Bernardino County Ambulance Ordinance. We are in the process of completing negotiations with Bear Valley Paramedics to sign a memorandum of understanding

Bear Valley Paramedics  
March 3, 2005  
Page 2

which clearly delineates additional performance standards in much greater detail which must be monitored by ICEMA and met by Bear Valley Paramedics in order to assure the best possible patient care in the Big Bear area. Should a transfer in the ownership of Bear Valley Paramedic Service to the Big Bear Community Service District take place, these requirements and standards will continue to be monitored and enforced in order to assure the best quality emergency medical services for the residents and visitors of the Big Bear Valley.

If we can provide you with any additional information regarding this matter, please do not hesitate to contact me.

Sincerely,



Virginia Hastings  
Executive Director

VH/DF/wp

cc: Vi Colunga, CEO, Bear Valley Community Healthcare District  
John Morley, Acting Fire Chief, Big Bear Lake Fire Department

ATTACHMENT "F"

LAFCO SC # 249

Action by BBCCSD Board of Directors

BIG BEAR CITY COMMUNITY SERVICES DISTRICT  
SPECIAL MEETING  
JANUARY 31, 2005

**CALL TO ORDER**

The Board of Directors of the Big Bear City Community Services District held a special meeting on Monday, January 31, 2005, at 5:30 p.m. at 139 East Big Bear Boulevard, Big Bear City, California.

President Newsome called the meeting to order at 5:30 p.m., and John Day presented the invocation. Director Cartwright led the Pledge of Allegiance.

**BOARD MEMBERS PRESENT:**

BOARD MEMBERS PRESENT: Jeff Newsome, Bob Colven, Marge Mc Donald, Bob Cartwright, and Rick Ollila.

**BOARD MEMBERS ABSENT:**

BOARD MEMBERS ABSENT: None.

**OTHERS PRESENT:**

MEMBERS OF THE PUBLIC included: Andi Cartwright, Denise Proffer, Walt Eggett, Barbara Espinoza, Tony Espinoza, Pat Miller, Dana DuVall, Bernie Krueger.

DISTRICT EMPLOYEES included: Dana Van Leuven, Michael Mayer, Rod Watkins, General Manager, and Rebecca Wallace, Acting Secretary of the Board.

**PRESENTATIONS**

Director McDonald said that she attended a beautiful memorial service for Liz Stevens.

**CONSENT CALENDAR**

The Board reviewed the items on the consent calendar.

**MOTION**

Upon motion by Director Colven, seconded by Director Cartwright, and carried by the following vote:

AYES:	NEWSOME, OLLILA, COLVEN, MC DONALD, CARTWRIGHT,
NOES:	NONE
ABSTAINS:	NONE
ABSENT:	NONE

The Board approved the following consent items as presented:

- A. The Minutes of the Regular Meeting of January 17, 2005
- B. Financial Reports

**GENERAL MANAGER'S REPORT**

Mr. Watkins reported that he had attended a committee meeting on the Fire Department Merger.

**OLD BUSINESS**

- A. **Discontinuance of the Fire Merger – Discussion and possible action**

Mr. Watkins reported on the status of the proposed Fire Department Merger. He stated that the entire committee had worked diligently on the proposal, but in the end, the numbers were not economically feasible to meet the minimum requirements to merge. The core committee's recommendation was that the Fire Merger discussions be tabled until such time that the Board felt it appropriate to resume discussions.

Ms. Proffer, as a private citizen, applauded the professionalism of all persons involved in the effort to merge the Valley Fire Agencies.

**MOTION**

Upon motion by Director Colven, seconded by Director McDonald, and carried by the following vote:

<b>AYES:</b>	<b>NEWSOME, COLVEN, MC DONALD, CARTWRIGHT, OLLILA</b>
<b>NOES:</b>	<b>NONE</b>
<b>ABSTAINS:</b>	<b>NONE</b>
<b>ABSENT:</b>	<b>NONE</b>

The Board approved tabling the discussions to merge the Fire Departments in the valley until such time that there are sufficient funds to continue.

**NEW BUSINESS**

- A. **Big Bear City Community Services District's Procurement of the Bear Valley Paramedic and Ambulance Service – Discussion and possible action**

Mr. Watkins explained that, following the suspension of the Fire Agency merger, the Valley ambulance service was in limbo. Since the Bear Valley Community Health Care District does not want to continue their role in providing ambulance services, it is staff's

recommendation that the Board of Directors approve the CSD taking the lead, under the guidance of Chief Dana Van Leuven, in providing ambulance services within the boundaries of the Bear Valley Community Healthcare District.

Chief Dana Van Leuven explained that the Health Care District has set a deadline of April 1, 2005, in which to bring a proposal to the Health Care District: He noted the urgency to enter into discussions with the City of Big Bear Lake in order to insure that the present level of ambulance service continues without interruption.

Michael Perry, City Manager of Big Bear Lake, also thanked all who participated in the fire merger discussions and looked forward to working with Chief Van Leuven, should he be appointed, in the restructuring of the ambulance service for the Big Bear Valley.

**MOTION**

Upon motion by Director McDonald, seconded by Director Colven, and carried by the following vote:

<b>AYES:</b>	<b>NEWSOME, COLVEN, MC DONALD, CARTWRIGHT, OLLILA</b>
<b>NOES:</b>	<b>NONE</b>
<b>ABSTAINS:</b>	<b>NONE</b>
<b>ABSENT:</b>	<b>NONE</b>

The Board approved the CSD being the lead agency, under the guidance of Chief Van Leuven, in the establishment of ambulance services within the boundaries of the Bear Valley Community Healthcare District.

**MOTION**

Upon motion by Director Colven, seconded by Director McDonald, and carried by the following vote:

<b>AYES:</b>	<b>NEWSOME, COLVEN, MC DONALD, CARTWRIGHT, OLLILA</b>
<b>NOES:</b>	<b>NONE</b>
<b>ABSTAINS:</b>	<b>NONE</b>
<b>ABSENT:</b>	<b>NONE</b>

The Board approved the creation of an ad hoc committee to co-ordinate the procurement of the Bear Valley Paramedic and Ambulance Service.

**B. 2005 Budget Calendar – Discussion and possible action**

**MOTION**

Upon motion by Director Colven, seconded by Director Cartwright, and carried by the following vote:

AYES:	NEWSOME, COLVEN, MC DONALD, CARTWRIGHT, OLLILA
NOES:	NONE
ABSTAINS:	NONE
ABSENT:	NONE

The Board ratified the 2005 budget calendar.

**ORAL COMMUNICATIONS**

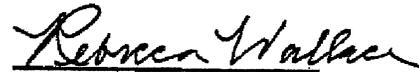
None

**DIRECTORS CLOSING COMMENTS/ANNOUNCEMENT OF COMING EVENTS**

Director Colven stated that he was proud to have served on the Fire Merger Committee. He expressed hope that the merger would be feasible at some time in the future.

**ADJOURNMENT**

By consensus of the Board, the meeting adjourned at 6:00 p.m.



Rebecca Wallace  
Acting Secretary of the Board

BIG BEAR CITY COMMUNITY SERVICES DISTRICT  
REGULAR MEETING  
MARCH 7, 2005

**CALL TO ORDER**

The Board of Directors of the Big Bear City Community Services District held a regular meeting on Monday, March 7, 2005, at 5:30 p.m. at 139 East Big Bear Boulevard, Big Bear City, California.

President Newsome called the meeting to order at 5:30 p.m., and John Day presented the invocation. Director Mc Donald led the Pledge of Allegiance.

**BOARD MEMBERS PRESENT:**

BOARD MEMBERS PRESENT: Jeff Newsome, Bob Colven, Marge Mc Donald, Bob Cartwright, and Rick Ollila.

**BOARD MEMBERS ABSENT:**

BOARD MEMBERS ABSENT: None.

**OTHERS PRESENT:**

MEMBERS OF THE PUBLIC included: Andi Cartwright, John Day, Denise Proffer, Walt Eggett, Marion Selover, Dana DuVall, Bernie Krueger, Al Ziegler, Michele Pinney, Bob Long, Barbara and Tony Espinoza, and Carolyn Knudson.

DISTRICT EMPLOYEES included: Dana Van Leuven, Michael Mayer, Gary Keller, Rick Rolston, Jeff Willis, Rod Watkins, General Manager, and Karyn Oxandaboure, Secretary of the Board.

**PRESENTATIONS**

Fire Chief Dana Van Leuven said that the newest fire engine, which was put in to action March 4, was in the District parking lot for viewing. He also demonstrated one of the new self-contained breathing apparatus that was purchased with State Homeland Security Grant Funds.

**INFORMATION ITEMS**

There were none.

**CONSENT CALENDAR**

The Board reviewed the items on the consent calendar. President Newsome asked that

item "6B. Community Emergency Notification – Approve the purchase of two sirens through the State Homeland Security Grant and make up the difference with Big Bear City Community Services District funds" be moved under new business for discussion.

**MOTION**

Upon motion by Director Colven, seconded by Director Cartwright, and carried by the following vote:

AYES:               NEWSOME, OLLILA, COLVEN, MC DONALD, CARTWRIGHT,  
NOES:               NONE  
ABSTAINS:        NONE  
ABSENT:            NONE

The Board approved the following consent items as presented:

- A.     The Minutes of the Special Meeting of February 22, 2005 and the Special Meeting of February 28, 2005
  
- C.     Water and Sewer Facilities Agreement for Tract 15595 - Approve

**GENERAL MANAGER'S REPORT**

Mr. Watkins reported his activities since the last regularly scheduled meeting.

**COMMITTEES' REPORTS**

The Board Members recounted the District related activities that each attended since the last scheduled Board meeting:

Director Cartwright: attendance at the ad hoc Ambulance Committee meeting.

Director Colven: attendance at the ad hoc Ambulance Committee meeting.

Director Mc Donald: attendance at the Pool Action Committee meeting.

**OLD BUSINESS**

- A.     **Input on the Location of the Proposed Swimming Pool – Discussion and possible action**

Director Mc Donald asked the Board to consider authorizing Mr. Watkins to start negotiations with Big Bear Valley Recreation and Park District (Park District) regarding a possible land exchange. She suggested that several acres of District property on Paradise Way be exchanged for Park District property at Sugarloaf Park where the Sugarloaf fire station is located and property at Bear City Park at which a District well is located. Director Mc Donald said she felt that the District's property on Paradise Way would be an excellent location for a public swimming pool, therapy pool, baseball diamonds, and an equestrian trail.

Kathy Campbell, Director of Bear Valley Parks and Recreation, explained that a large facility like Director Mc Donald described would be a huge expense and take a lot more funding. Director Mc Donald said she knew her idea would take time. The majority of the citizens present were in support of a community pool project on Paradise Way and opposed Rebel Ridge location being considered by the Park District.

**MOTION**

Upon motion by Director Mc Donald, seconded by Director Ollila, and carried by the following vote:

AYES:	NEWSOME, MC DONALD, CARTWRIGHT, OLLILA
NOES:	NONE
ABSTAINS:	COLVEN
ABSENT:	NONE

The Board authorized the General Manager to enter into negotiate a land exchange with Bear Valley Recreation and Park District.

Director Mc Donald asked if the Board felt that District's pool committee should encourage the Park District to explore pool sites other than Rebel Ridge. Director Cartwright said that it was not the Board's jurisdiction.

**MOTION**

Upon motion by Director Mc Donald, seconded by Director Ollila, and carried by the following vote:

AYES:	NEWSOME, MC DONALD, OLLILA
NOES:	CARWRIGHT
ABSTAINS:	COLVEN
ABSENT:	NONE

The Board voted in favor of encouraging the Park District to explore all possible pool sites available.

**NEW BUSINESS**

- A. **Big Bear Area Regional Wastewater Agency's Request for Letter of Support for Federal Funding – Authorize the General Manager to sign letters of support for Federal funding of the aquifer recharge project**

Mr. Watkins reviewed an e-mail from Steve Schindler, Big Bear Area Regional Wastewater Agency General Manager, asking that letters from the District be sent to Congressman Lewis and Senators Feinstein and Boxer supporting Federal Funding for the BBARWA aquifer recharge project. He explained that BBARWA's request was not for support of the project but only for requesting federal grant funds. Mr. Watkins added that

if substantial federal funds were available for this project it would alleviate some of the financial concerns. President Newsome said that, although legal counsel advised him it was not a conflict of interest, he would abstain due to possible conflict of interest.

Director Mc Donald said she since she was opposed to the project she would not support BBARWA's request. She added that the results of the USGS study may determine that an aquifer recharge project may not be necessary. Director Cartwright agreed with Mr. Watkins that supporting BBARWA in obtaining grant funds was not approving the recharge project. Director Ollila said that writing a letter was premature since the project had not yet been approved by the BBARWA Board or the citizens. Directors Cartwright and Colven agreed that there would be no harm in seeking available funds to determine what the cost would be to BBARWA. Ms. Espinoza said that BBARWA had made a commitment to seek any federal money available so that the exact costs to the citizens of the valley could be determined.

#### **MOTION**

Upon motion by Director Colven, seconded by Director Cartwright, and rejected by the following vote:

AYES:	COLVEN, CARTWRIGHT
NOES:	MC DONALD, OLLILA
ABSTAINS:	NEWSOME
ABSENT:	NONE

The Board denied Big Bear Area Regional Wastewater Agency's request for letters of support for Federal funding for the aquifer recharge project to be mailed to our Congressional Delegation.

At 6:45 p.m., the Board took a short break.

At 6:50 p.m., the Board reconvened to open session.

#### **B. Big Bear City Operation of Ambulance Services – discussion and possible action**

Mr. Watkins reviewed the meetings between District staff and representatives from the City of Big Bear Lake to create a joint proposal to provide ambulance service to the Big Bear Valley. He said that it was concluded that the Big Bear City Fire Department should become sole provider of the ambulance service. Mr. Watkins referred to a letter from Michael Perry, City of Big Bear Lake Manager, supporting the recommendation to the City Council and the Bear Valley Hospital Board that the permit to operate the ambulance system be transferred to the District as of April 1, 2005.

Mr. Mayer presented a comprehensive overview of what the budget for the ambulance service for the upcoming fiscal year would look like. In summary, Mr. Mayer said that although in the beginning the District would be taking on an operating deficit he felt it would turn out to be prudent for the District. Fire Chief Van Leuven said that the District would continue to be frugal with expenses and to search out any grant opportunities

available. He added that the increase in call volume and the cost recovery effort would be a revenue producing function of the fire department. Division Chief Rolston explained that operationally ambulance service would continue to meet all of ICEMA requirements.

The Board complimented staff for comprising a thorough and complete report in such a short time.

**MOTION**

Upon motion by Director Colven, seconded by Director Cartwright, and carried by the following vote:

AYES:	NEWSOME, OLLILA, COLVEN, MC DONALD, CARTWRIGHT,
NOES:	NONE
ABSTAINS:	NONE
ABSENT:	NONE

The Board directed staff to work with the Healthcare District to acquire the permit to operate the ambulance system within the defined exclusive operating area.

**C. Community Emergency Notification – Approve the purchase of two sirens through the Homeland Security Grant and make up the difference with Big Bear City Community Services District funds**

Fire Chief Van Leuven reviewed staff's report regarding the purchase of two emergency notification sirens for the east end of the valley. He explained that State Homeland Security Grant Funds had been approved for the project through the County of San Bernardino in the amount of \$13,876 to purchase the equipment, leaving only \$135 to be paid for by the District.

**MOTION**

Upon motion by Director Cartwright, seconded by Director Mc Donald, and carried by the following vote:

AYES:	NEWSOME, OLLILA, COLVEN, MC DONALD, CARTWRIGHT,
NOES:	NONE
ABSTAINS:	NONE
ABSENT:	NONE

The Board approved the purchase of two sirens through the State Homeland Security Grant and make up the difference with Big Bear City Community Services District funds.

**ORAL COMMUNICATIONS**

Ms. Espinoza announced the upcoming Citizens' Advisory Committee budget meeting on March 21, 2005, at 4:00 p.m.

**DIRECTORS CLOSING COMMENTS/ANNOUNCEMENT OF COMING EVENTS**

The Board members thanked everyone for their attendance and input.

**ADJOURNMENT**

By consensus of the Board, the meeting was adjourned at 7:50 p.m.

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Karyn Oxandaboure  
Secretary of the Board



Big Bear City Fire Department  
Jeff Willis, Fire Chief

**COPY**

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P.O. Box 3028, 301 W. Big Bear Blvd., Big Bear City, CA 92314  
(909) 585-2362 Business (909) 585-0348 Fax  
[www.bigbearcityfire.org](http://www.bigbearcityfire.org)

August 20, 2009

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Mr. George Corley, Division Chief  
San Bernardino County Fire Department  
P.O. Box 130  
Lake Arrowhead, CA 92352

**SUBJECT: FIRST RESPONSE INTO BALDWIN LAKE AREA, PER AGREEMENT, #98-747,  
SECTION III, C**

Dear Chief Corley:

Typically, the Big Bear City Fire Department invoices San Bernardino County Fire Department \$4,000 per year regarding responses to the Baldwin Lake area. Upon review, it appears that the \$4,000 charge is equal to the current value of Station 49 cross staffing a Big Bear City Fire Department owned paramedic ambulance that is available when needed. This arrangement benefits both agencies on a regular basis. Additionally, the on-going curbside chipping service provided by San Bernardino County Fire Department benefits the citizens within our jurisdiction.

Effective immediately the \$4,000 fee will be waived for this year.

If you require any further information, please contact me. Thank you for cooperation.

Sincerely,

Jeff Willis, Fire Chief

cc: File



DISTRICT

F A S

STANDARD CONTRACT

E	<input checked="" type="checkbox"/>	New	Vendor Code		Dept.	Contract Number			
M	<input type="checkbox"/>	Change			SC	A 98-747			
X	<input type="checkbox"/>	Cancel							
District County Service Area 38, San Bernardino County Consolidated Fire Dist.						Contractor's License No.			
District Contract Representative				Ph. Ext.		Amount of Contract			
Dan Wurl				(909) 337-8586		\$4,000			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	Activity	GRC/PROJ/JOB Number			
SGP	290	C-49	200	2400	FIRE				
Project Name				Estimated Payment Total by Fiscal Year					
<u>Agmt to Exchange of Fire Protection and Rescue Services -- Mutual Aid and First Response</u>				FY	Amount	I/D	FY	Amount	I/D
				_____	_____	_____	_____	_____	_____
				_____	_____	_____	_____	_____	_____
				_____	_____	_____	_____	_____	_____

THIS CONTRACT is entered into in the State of California by and between the COUNTY SERVICE AREA 38, hereinafter called the District, and

Name BIG BEAR CITY COMMUNITY SERVICES DISTRICT

hereinafter called CSD

Address P.O. BOX 558

Phone BIG BEAR CITY CA 92314

Federal ID No. or Social Security No. \_\_\_\_\_

IT IS HEREBY AGREED AS FOLLOWS:  
*(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)*

**AGREEMENT FOR EXCHANGE OF FIRE PROTECTION AND RESCUE SERVICES--MUTUAL AID AND FIRST RESPONSE**

**WHEREAS**, District maintains and operates a fire protection organization in the areas outlined on the map attached hereto as Exhibit "A" and made a part hereof by this reference; and,

**WHEREAS**, District is responsible for the suppression of fires, fire prevention, education of the public as to fire protection, and emergency medical services, and is interested in assisting CSD in the suppression of fires; and

**WHEREAS**, the CSD is responsible for the suppression of fires and rendering emergency medical services within its boundaries, as indicated on the map attached hereto as Exhibit "B" and made a part hereof by this reference and is interested in assisting District in the suppression of fires and the provision of emergency medical services;

**NOW THEREFORE**, in consideration of the promises herein contained, the parties hereto agree as follows:

I. Purpose of the Agreement:

The purpose of this Agreement is to furnish fire protection and emergency medical assistance, upon request, to specific areas within the boundaries of District and CSD.

Such protection shall include personnel, equipment, materials and supplies, and such other fire and emergency medical assistance services as may be necessary to assist the other party.

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This Agreement is not intended to serve as a realignment of existing boundaries. It is anticipated that this Agreement will augment the services currently provided. Also, it shall be the responsibility of each party to inform all responsible persons within its own organization of the contents of this Agreement.

II. Mutual Aid Responses:

- A. District, upon notification from CSD, will respond with appropriate available personnel and equipment to assist in the suppression of fire incidents and emergency medical services within the CSD boundaries, as indicated on Exhibit "B".
- B. CSD, upon notification from District, will respond with appropriate personnel and equipment to assist in the suppression of fire incidents and emergency medical services within District boundaries, as indicated on Exhibit "A".
- C. Mutual aid under this Agreement will be extended with the express understanding that the local fire official in charge, in whose jurisdiction the incident is occurring, shall remain in charge, including the direction of all personnel assigned to the incident. The assisting party involved will restrict the number of equipment/vehicles responding to the number requested.

- D. Except as otherwise provided herein, neither party shall be obligated to reimburse the other for any action taken or aid rendered hereunder, or for any use of materials, damage to equipment, liability, or claims which may result from rendering assistance under this Agreement.
  - E. Neither party, in rendering aid to the other, shall be required to reduce its own resources to the extent that a situation is created which may be detrimental to its own jurisdiction. The officer in charge of the assisting party shall make such determination.
- 
- F. Personnel and equipment from the assisting party shall normally be the first to be released from the incident.
  - G. Dispatch personnel for both parties shall, upon receipt of a request for emergency services within the Agreement area, contact the reciprocating party and request the response of appropriate emergency apparatus.
  - H. Appropriate emergency apparatus shall include only DISTRICT-owned or CSD-owned equipment and shall not include privately owned vehicles.

III. First Response into Baldwin Lake Area :

- A. CSD, upon notification from District, will respond with the agreed upon personnel and equipment to provide traffic collision, rescue and/or medical services within the boundaries, as indicated on Exhibit "C", attached hereto and incorporated herein by this reference.
- B. District will respond to any incident occurring within the boundaries indicated on Exhibit "C" with the express understanding that the local fire official in charge, in whose jurisdiction the incident is occurring, shall remain in charge, including the direction of all personnel assigned to the incident.

- C. District shall pay CSD the sum of \$4000 per year, during the term of this Agreement for first response into the Baldwin Lake area as identified in Exhibit "C". Such payment shall be made semiannually in arrears on or before December 31 and June 30 of each year.
- D. In addition to the first response payment, CSD shall have the option to exercise its Cost Recovery Program for first response incidents involving non-residents. Residents within the boundaries indicated on Exhibit "C" shall be exempt from CSD Cost Recovery Program.
- 
- E. Personnel and equipment from CSD shall normally be the first to be released from the incident.
- F. Dispatch personnel for both parties shall, upon receipt of a request for emergency services within the Agreement area, contact the reciprocating party and request the response of appropriate emergency apparatus.
- G. Appropriate emergency apparatus shall include only CSD-owned equipment and shall not include privately owned vehicles.
- IV. Indemnification – The CSD agrees to indemnify, defend and hold harmless the District, and its authorized officers, employees, agents and volunteers, from any and all claims, or actions arising from the CSD's acts or omissions in connection with this Agreement and for any costs or expenses incurred by the District on account of any claim therefore, except where such indemnification is prohibited by law.

District is a legally self-insured public entity and agrees to indemnify, defend and hold harmless the CSD and its authorized officers, employees, agents and volunteers, from any and all claims, or actions arising from District's acts or omissions in connection with this Agreement and for any costs or expenses incurred by the CSD on account of any claim therefore, except where such indemnification is prohibited by law..

A. This Agreement shall be effective when fully executed and remain in effect until terminated by either party. Either party may terminate this Agreement upon written notification to the other party at least sixty (60) days prior to the date of termination. Written notification should be sent to:

County Fire Department  
157 W. 5<sup>th</sup> St. 2<sup>nd</sup> Flr.  
San Bernardino, CA 92415-0451

Big Bear City Community Services District  
P.O. Box 558  
Big Bear City, CA 92314

V. Entire Contract/Modification:

This Agreement constitutes the entire understanding between the parties. Any modification of the Agreement must be in writing and approved by both parties.

DISTRICT

\_\_\_\_\_  
Chairman, Board of Supervisors as governing body of District

Dated \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD.

Clerk of the Board of Supervisors of the County of San Bernardino.

By \_\_\_\_\_  
Deputy

CONTRACTOR

\_\_\_\_\_  
(State if corporation, company, etc.)

By Richard A. Olson  
(Authorized Signature)

Dated 7-15-98

Title PRESIDENT OF THE BOARD

Address P.O. Box 558  
BIG BEAR CITY CA 92314

Approved as to Legal Form

Reviewed as to Affirmative Action

Reviewed for Processing

\_\_\_\_\_  
County Counsel

\_\_\_\_\_  
Date \_\_\_\_\_

\_\_\_\_\_  
Agency Administrator/CAO

Date \_\_\_\_\_

Date \_\_\_\_\_

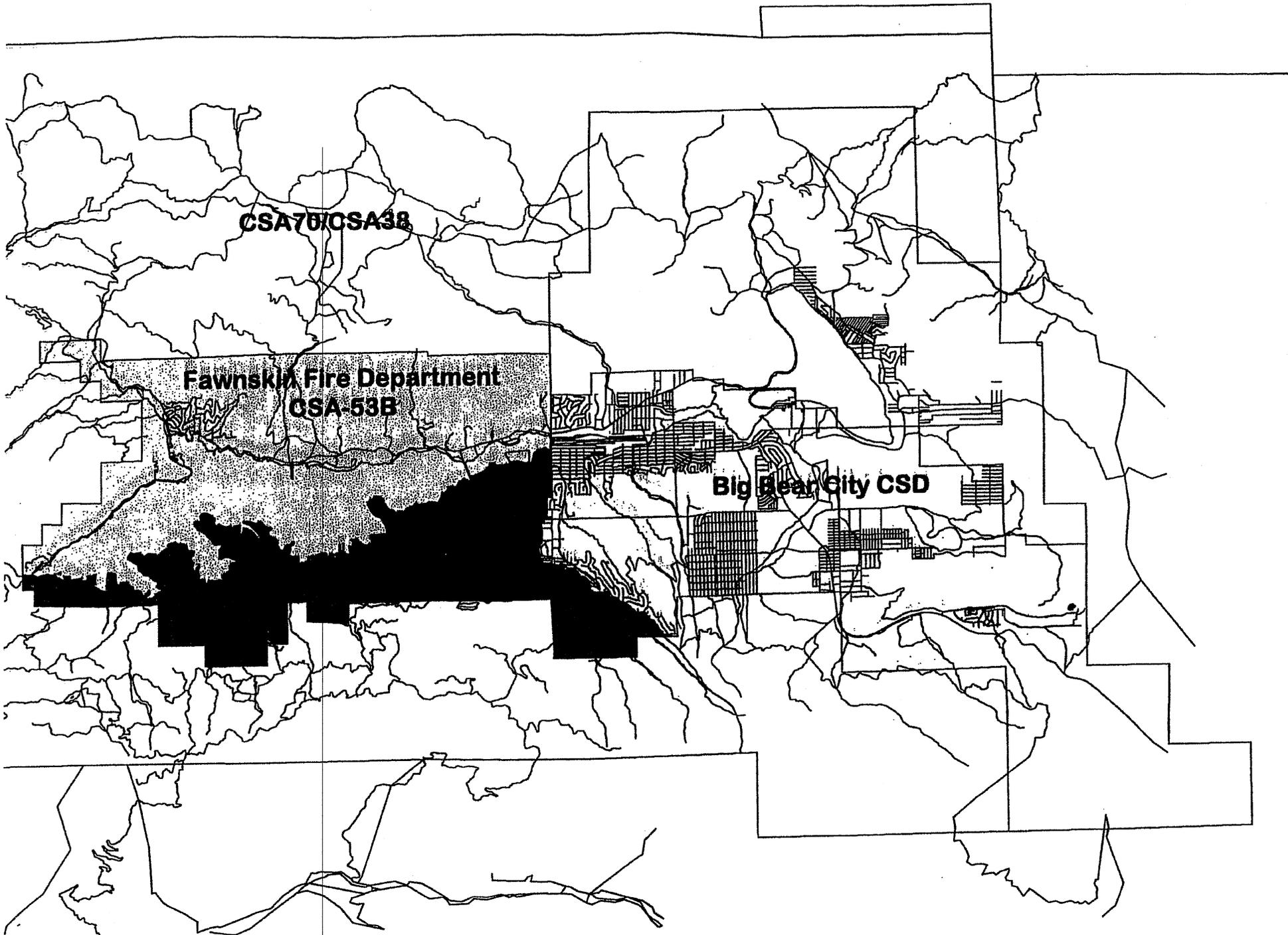


EXHIBIT "A"

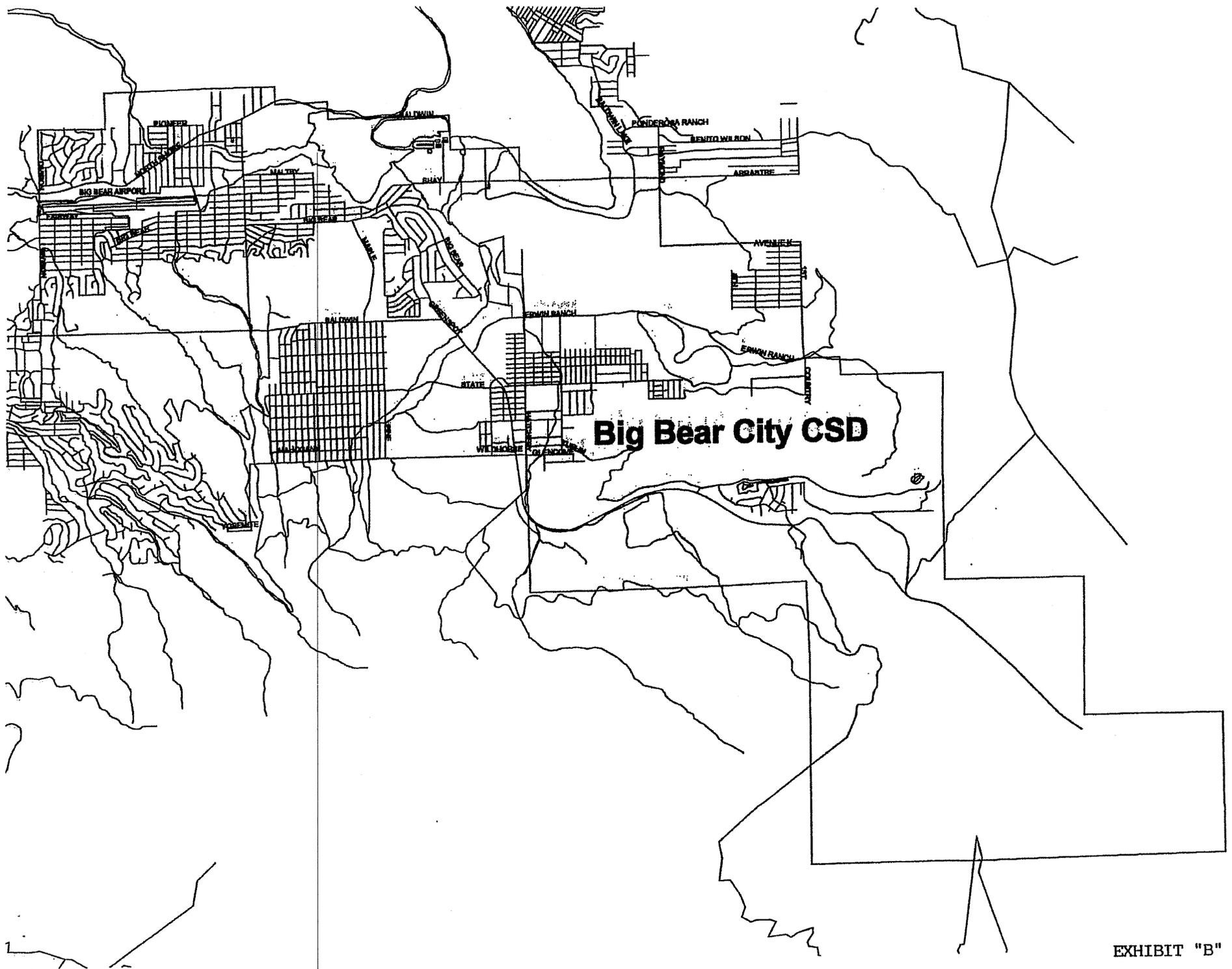


EXHIBIT "B"

