MONTECITO FIRE PROTECTION DISTRICT

Agenda for the Regular Meeting of the Board of Directors

Montecito Fire Protection District Headquarters
595 San Ysidro Road
Santa Barbara, CA 93108

November 16, 2026 at 2:00 p.m.

Agenda items may be taken out of the order shown.

1. Public comment: Any person may address the Board at this time on any non-agenda matter that is within the subject matter jurisdiction of the Montecito Fire Protection District. (30 minutes total time allotted for this discussion.)

2. That the Board of Directors approve and authorize the Fire Chief to accept the $6,500 donation from the Montecito Community Foundation. (Strategic Plan Goal 8)

    a. Staff report presented by Fire Chief Fallon.

3. That the Board of Directors authorize the Fire Chief to enter into an agreement with Safeware, Inc., in the amount of $63,360.00, plus an annual subscription fee of $51,227.28, to begin in Fiscal Year 2027-28 for the Drone as First Responder program. (Strategic Plan Goal 1)

    a. Staff report presented by Fire Chief Fallon.

4. Approval of Minutes of the October 26, 2026 Regular Meeting.

5. Fire Chief's report.

6. Board of Directors' report.

7. Suggestions from Directors for items other than regular agenda items to be included for the December 14, 2026 Regular Board meeting.

8. CLOSED SESSION:

    a. CONFERENCE WITH LABOR NEGOTIATOR
    Pursuant to Government Code section 54957.6
    Agency designated representatives: Director Lee and Director Pennino
    Montecito Professional Firefighters Association (Local 5563)

b. CONFERENCE WITH LABOR NEGOTIATOR
Pursuant to Government Code section 54957.6
Agency designated representatives: Director Lee and Director Pennino
Members of Staff Unit

Adjournment

This agenda is posted pursuant to the provisions of the Government Code commencing at Section 54950. The date of the posting is November 13, 2026.



Brian Fallon, Fire Chief

Note: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the District office at 969-7762. Notification at least 48 hours prior to the meeting will enable the District to make reasonable arrangements.

Materials related to an item on this agenda submitted to the Board of Directors after distribution of the agenda packet are available for public inspection in the Montecito Fire Protection District's office located at 595 San Ysidro Road during normal business hours.

Agenda
Item #2

STAFF REPORT

To:	Montecito Fire Protection District Board of Directors
From:	Brian Fallon, Fire Chief
Date:	November 16, 2026
Topic:	Montecito Community Foundation Donation for Emergency "Go Bags"

Summary

Accept a $6,500 donation from the Montecito Community Foundation to purchase 100 Emergency Go Bags.

Discussion

The Montecito Community Foundation has offered to donate $6,500 to the Montecito Fire Department to fund the purchase of 100 emergency "Go Bags" for distribution to the community.

Conclusion

Staff recommends that the Board of Directors authorize the Fire Chief to accept the $6,500 donation from the Montecito Community Foundation.

Strategic Plan Reference

Strategic Plan Goal #8: Ensure Financial Accountability & Transparency

Agenda
Item #3

STAFF REPORT

To:	Montecito Fire Protection District Board of Directors
From:	Brian Fallon, Fire Chief
Date:	November 16, 2026
Topic:	Implementation of Drone as First Responder

Summary

The Fire District continually evaluates opportunities to improve emergency response, enhance firefighter and public safety, and incorporate innovative technologies into its operations.

One such opportunity is the implementation of a Drone as First Responder (DFR) program. This program utilizes unmanned aircraft systems (drones) that can be rapidly deployed to emergency incidents, providing responding personnel with an aerial perspective and real-time information before and during their arrival.

A DFR program can provide valuable information during structure fires, wildland fires, vehicle accidents, hazardous conditions, technical rescues, medical emergencies, and other incidents requiring an effective and coordinated response.

The District has previously approved $20,000 in funding toward the initial implementation of this program. To move forward with implementation and establish a sustainable operating model, additional ongoing funding is necessary to support the service agreement and technology platform.

Discussion

The implementation of a DFR program will provide the District with an additional operational resource that can improve emergency response and incident management.

1. Improved Incident Size-Up and Assessment

Drones can provide an aerial view of an incident before the first arriving apparatus reaches the scene. This information can assist incident commanders in evaluating conditions, identifying hazards, determining access points, and developing an appropriate initial response strategy. Providing incident commanders with real-time aerial information can improve situational awareness, resource allocation, and coordination among responding units and mutual-aid agencies.

2. Enhanced Wildland Fire Response

Aerial drone technology can provide valuable information during wildland fire incidents, including fire progression, direction of travel, potential threats to structures, access routes, and areas requiring additional resources. This information can support tactical decision-making and improve coordination during evolving incidents.

3. Improved Firefighter Safety

An aerial perspective can help identify dangerous conditions, assess structural integrity, locate downed power lines, identify hazardous materials concerns, and evaluate potentially unsafe areas before personnel are committed.

4. Search and Rescue Capabilities, (Trail Rescue, and Water Rescue)

Drones can assist with locating missing or injured individuals, assessing difficult terrain, and evaluating

areas that may be inaccessible or hazardous to ground personnel. Thermal imaging capabilities, where available, may further enhance search operations.

Operational Policies and Compliance

The program will be implemented in accordance with applicable Federal Aviation Administration (FAA) regulations, state laws, and District policies.

Staff will establish appropriate operational procedures addressing:

- Authorized drone deployment, operational policy and procedure.
- FAA compliance and required pilot qualifications/authorizations.
- Coordination with incident command and responding agencies.
- Privacy protections and appropriate limitations on data collection.
- Video storage, retention, access, and disclosure.
- Training and operational standards.
- Appropriate use of technology during emergency and non-emergency operations.

Fiscal Impact

The Board has previously approved $20,000 in funding toward initial implementation of the DFR program.

Staff are requesting an additional $63,360 in initial funding to support the ongoing service agreement and technology platform from Fiscal Year 26/27.

After the initial implementation there is a recurring annual subscription fee of $51,227.28, that provides platform access and technical support. The Fire District would seek to secure the agreement for the next year beginning in November 2026. This annual fee would be due again in fiscal year 27/28.

Conclusion

Staff recommends that the Board of Directors authorize the additional funding and allow the Fire Chief to execute the agreement.

Strategic Plan Reference

Strategic Plan Goal #1: Deliver exceptional emergency services to our community.

QUOTATION

Safeware, Inc.
4403 Forbes Blvd.
Lanham, MD 20706-432
USA
301-683-1234
www.safewareinc.com

Order Number	
10317165	
Order Date	Page
10/20/2026 15:44:03	1 of 2

Quote Expires On: 11/19/2026

Contract No: Sourcewell #080922-SAF PS & EM

Bill To: **Customer ID:** 132369

Montecito Fire Department
595 San Ysidro Rd.
Santa Barbara, CA 93108

Ship To:

Montecito Fire Department
595 San Ysidro Rd.
Santa Barbara, CA 93108

8059697762

Requested By: Araceli Nahas

PO Number	*Taker*	*Email*
DFR	Suzanne Esquivel	sesquivel@safewareinc.com
Freight Terms	***Phone***	***Fax***
Bill Freight		
Sales Representative		
Tony Jines		

Quantities					*Item ID* / *Item Description*	*Pricing UOM* / *Unit Size*	*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM* / *Unit Size*	*Disp.*				
1.00	0.00	1.00	EA		SOURCEWELL PS	EA	0.00	0.00
				1.0	Contract #080922-SAF Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions Effective: October 14, 2022 - October 7, 2027 Freight: Standard CONUS paid, HAZMAT & expedited billed Must register at sourcewell-mn.gov/become-member	1.0		
1.00	0.00	1.00	EA		PAL DFR PACKAGE	EA	51,227.28	51,227.28
				1.0	DFR Subscription Package	1.0		
1.00	0.00	1.00	EA		DJI DOCK3-M4TD-RTF	EA	26,136.37	26,136.37
				1.0	DJI Dock 3 with Matrice 4TD Ready to Fly	1.0		

QUOTATION

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Quantities					*Item ID* / *Item Description*	*Pricing UOM* / *Unit Size*	*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM* / *Unit Size*	*Disp.*				

******Ask me about the leasing and financing options that Safeware offers!******

Sales Representative **:** tjines@safewareinc.com

Total Lines: 3

SUB-TOTAL:	77,363.65
TAX:	5,995.68
AMOUNT DUE:	**83,359.33**
U.S. Dollars	

AGREEMENT FOR CONSULTING SERVICES

This Agreement for Consulting Services ("Agreement") is made and entered into in the County of Santa Barbara, State of California, this _____ day of November, 2026, by and between the Montecito Fire Protection District ("District") and Paladin Drones, Inc., a Delaware corporation ("Consultant").

WHEREAS, District desires to hire Consultant to perform certain consulting services specified herein; and

WHEREAS, Consultant represents that Consultant and/or Consultant's personnel have the qualifications and experience to properly perform such services:

NOW, THEREFORE, District and Consultant hereby agree as follows:

1. Scope of Services

Consultant shall furnish District with professional consulting services as more particularly set forth in Exhibit A attached hereto and incorporated by this reference in full herein.

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the services described herein.

3. Standard of Performance

Consultant agrees to undertake and complete these services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services.

4. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine. Consultant agrees that performing such services will not materially interfere with services to be performed for the District.

5. Coordination of Services

All services are to be coordinated with the Fire Chief or designee ("Fire Chief") and shall be performed under the general direction of the Fire Chief.

6. Correction of Errors

Consultant agrees to correct, at its expense, all errors which may be disclosed during review of Consultant's services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by District, and the cost thereof shall be paid by Consultant.

7. Principal in Charge

Consultant hereby designates _____, as its principal-in-charge and person responsible for necessary coordination with Fire Chief.

8. Time for Performance

All services performed under this Agreement shall be completed pursuant to the schedule provided in Exhibit A attached hereto and incorporated by this reference in full herein. District agrees to amend the performance terminate date whenever Consultant is delayed by action or inaction of District and Consultant promptly notified Fire Chief of such delays.

9. District's Responsibility

District shall cooperate with Consultant as may be reasonably necessary for Consultant to perform its services. Fire Chief agrees to provide direction to Consultant as requested regarding particular project requirements.

10. Term of Agreement

Unless otherwise terminated as provided for herein, this Agreement shall begin on November _____, 2026, and expire upon the completion of the Scope of Services contained in Exhibit A.

11. Termination

a. This Agreement may be terminated by District if Fire Chief notifies Consultant, in writing, of Fire Chief's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice. District agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on District's behalf.

b. This Agreement may be terminated by Consultant if Consultant notifies Fire Chief, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

12. Compensation

a. District agrees to pay Consultant for services provided under this Agreement in the amount set forth in Exhibit B attached hereto and incorporated by this reference in full herein.

b. District shall reimburse Consultant for expenses under this Agreement in the amount set forth in Exhibit B.

c. The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of District from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to Consultant's services.

d. Consultant agrees that payment by District shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by District for any defect or error in the services performed by Consultant, its employees, subcontractors, agents and subconsultants.

13. Non-Appropriation of Funds.

Payments to be made to Consultant by District for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of District. In the event District does not appropriate sufficient funds for payment of Consultant's services beyond the current fiscal year, this Agreement shall cover payment for Consultant's services only up to the conclusion of the last fiscal year in which District appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

14. Records

a. Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services ("documents and materials") shall be the property of District and shall, upon completion of the services or termination of this Agreement, be delivered to Fire Chief.

b. At District's request, District shall be entitled to immediate possession of, and Consultant shall furnish to Fire Chief within ten days, all of the documents and materials. Consultant may retain copies of these documents and materials.

c. Any substantive modification of the documents and materials by District staff or any use of the completed documents and materials for other District projects, or any use of uncompleted documents and materials, without the written consent of Consultant, shall be at

District's sole risk and without liability or legal exposure to Consultant. District agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

15. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the Fire Chief.

16. Indemnity

Consultant agrees to indemnify, hold harmless and defend District, its District Council, and each member thereof, and every officer, employee, representative or agent of District, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Consultant or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Consultant's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which Consultant or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Consultant's behalf would be held strictly liable.

17. Insurance

Consultant shall maintain prior to the beginning of and for the duration of this Agreement, insurance coverage as specified in Exhibit C attached hereto and incorporated by this reference in full herein.

18. Independent Contractor

a. District and Consultant agree that in the performance of the services, Consultant shall be, and is an independent contractor, and that Consultant and its employees are not employees of District. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant.

b. Consultant shall be solely responsible for, and shall save District harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Consultant acknowledges that Consultant and Consultant's employees are not entitled to receive from District any of the benefits or rights afforded employees of District,

including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

19. Consultant Not Agent

Except as Fire Chief may specify in writing, Consultant, and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of District in any capacity, as agents or otherwise, or to bind District to any obligation.

20. Conflict of Interest

Consultant shall promptly inform Fire Chief of any contract, agreement, arrangement, or interest that Consultant may enter into or have during the performance of this Agreement that may conflict with District's interests. This requirement includes contracts, agreements and arrangements with manufacturers, suppliers, contractors or other clients whose interests might be served by the services performed under this Agreement and Consultant's or Consultant's clients' interest in land that might be affected by the services. Consultant shall take such measures as are necessary in the performance of this Agreement to prevent actual or appearances of conflicts of interest.

21. Assignability of Agreement

Consultant agrees that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express written consent of Fire Chief, which consent may be withheld for any reason.

22. Successors and Assigns

Consultant and District agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and District.

23. Force Majeure

Consultant and District agree that neither District nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

24. Time of Essence

Consultant and District agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

25. Governing Law

District and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of District and Consultant hereunder shall be governed by the laws of the State of California.

26. Covenants and Conditions

Consultant and District agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

27. Compliance with Laws

Consultant agrees to comply with all local, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the services performed by Consultant pursuant to this Agreement.

28. Severability

District and Consultant agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

29. Waiver

District and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or District shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either District or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

30. Counterparts

District and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

31. Expenses of Enforcement

Consultant and District agree that the prevailing party's reasonable costs, attorneys' fees and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

32. Authority to Execute

District and Consultant acknowledges that the person executing this Agreement have been duly authorized by the District and Consultant to do so on behalf of District and Consultant.

33. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to _____, Attention: _____.

b. Any notices to District may be delivered personally or by mail addressed to Montecito Fire Protection District, 595 San Ysidro Road, Santa Barbara, CA 93108, Attention: Fire Chief.

34. Amendment

District and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed to in writing by both Fire Chief and Consultant.

35. Entire Agreement

District and Consultant agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

(Signatures appear on next page)

MONTECITO FIRE PROTECTION DISTRICT

Brian Fallon, Fire Chief

CONSULTANT

EXHIBIT A
SCOPE OF SERVICES

1. Project Overview

Consultant will provide District with the equipment, software, implementation, services, training, regulatory support, and ongoing technical support necessary to deploy and operate a Drone as First Responder ("DFR") program.

The objective of the project is to enable authorized District personnel to remotely deploy an unmanned aircraft system ("UAS") to emergency and public-safety incidents, obtain real-time aerial situational awareness, and provide live information to responding personnel through Consultant's Watchtower software platform.

This project includes one (1) DFR deployment location and one (1) drone docking station, together with the applicable aircraft, software licenses, equipment, and related services identified in the Safeware Quote and Quote.

2. Scope of Services

Consultant will provide the following services as part of District's DFR implementation.

A. DFR System Deployment

Consultant will coordinate with District to establish and implement one (1) DFR deployment location. Consultant will provide configuration and implementation support for the applicable:

- Unmanned aircraft;
- Consultant EXT equipment, where applicable;
- One (1) drone docking station;
- Consultant Watchtower software;
- Communications and LTE components supplied by Consultant;
- Remote aircraft control capabilities; and
- Other equipment specifically identified on the District's Safeware Quote.

The final deployment location will be mutually coordinate between Consultant and District based on operational objectives, available infrastructure, communications capability, regulatory considerations, and site suitability.

3. Watchtower Software

Consultant will provide District personnel access to the Consultant Watchtower platform for the duration of the applicable service term.

Watchtower will provide authorized personnel with capabilities including, where applicable:

- Viewing aircraft status;
- Viewing live drone video;

- Dispatching the aircraft to emergency incidents;
- Remotely controlling the supported aircraft;
- Conducting authorized autonomous flights;
- Conducting additional aircraft maneuvers when required; and
- Accessing the system from compatible internet-connect devices.

Consultant will provide District with the credentials, network links, connections, and instructions reasonably necessary to access and use Watchtower.

4. Emergency Dispatch and CAD Integration

Consultant will train authorized District personnel to dispatch the DFR aircraft to emergency calls using Watchtower.

Where District elects to integrate Consultant with its Computer-Aided Dispatch ("CAD") system or another third-party system, District will provide Consultant with the access and technical cooperation reasonably required to complete the integration.

District will be responsible for any third-party costs associated with its CAD system, API, or other non-Consultant software.

Where supported by District's CAD environment, the integration may allow Watchtower to receive incident information such as location coordinates or other information necessary to support emergency-response dispatch.

5. FAA and Regulatory Support

Consultant will assist District with the regulatory approvals necessary to support the agreed-upon DFR operating model.

Consultant's services will include, as applicable:

- Assistance preparing and submitting FAA Certificates of Authorization ("COA");
- Assistance preparing and submitting requests for Beyond Visual Line of Sight ("BVLOS") authority;
- Guidance related to renewal of applicable FAA waivers during the active service term;
- Operational guidance intended to assist the Customer in maintaining compliant UAS operations;
- Visual Observer ("VO") training materials, where applicable; and
- Guidance regarding aircraft registration, licensing, and airworthiness requirements.

Consultant does not provide FAA part 107 certification training.

District will remain responsible for ensuring that its pilots, Visual Observers, payload operations, and other required personnel maintain all licenses, certifications, qualifications, and training required by applicable law and FAA regulation.

6. Training

Consultant will provide initial operational training using a train-the-trainer model. Training will include, as applicable:

Watchtower Training

Consultant will train designated District personnel on:

- Accessing Watchtower;
- Viewing live drone video;
- Dispatching the aircraft;
- Controlling the aircraft through Watchtower;
- Conducting supported autonomous flight operations;
- Monitoring aircraft status; and
- Reporting software or system issues.

Aircraft and Equipment Training

Consultant will train designated District personnel on:

- Aircraft maintenance requirements;
- Maintaining aircraft airworthiness;
- Autonomous aircraft operation through Watchtower;
- Manual aircraft operation;
- LTE-enabled aircraft operations;
- Installation and removal of applicable LTE components; and
- Proper operation of Consultant-provided equipment.

Upon written request from District, Consultant may schedule additional training for newly assigned personnel and to assist District with maintaining operational and regulatory compliance.

7. District Responsibilities

District will:

- Designate personnel responsible for the DFR program;
- Provide qualified Pilots in Command ("PICs") required to sustain operations;
- Ensure applicable personnel maintain required FAA licenses and certifications;
- Participate in Consultant-provided training;
- Work with Consultant during the FAA waiver and COA process;
- Maintain aircraft and equipment in accordance with Consultant and manufacturer instructions;
- Notify Consultant of equipment damage, maintenance issues, battery degradation, or other operational concerns;
- Provide reasonable access to the approved deployment location;
- Provide electrical, networking, communications, or other site access reasonably required for implementation unless otherwise specified;
- Provide appropriate CAD/API access where an integration is included in the project;
- Limit Watchtower and live-stream access to authorized personnel; and

- Operate all aircraft and equipment in accordance with applicable laws, FAA regulations, Consultant training, and the Agreement.

8. Equipment Maintenance and Support

Consultant will provide equipment support during District's active service term in accordance with the Agreement.

For covered equipment, Consultant will provide applicable software updates, repair support, and replacement support associated with ordinary equipment use.

District will promptly notify Consultant when aircraft components, batteries, propellers, docking equipment, or other supported components require inspection, maintenance, repair, or replacement.

Equipment damaged through normal autonomous operation conducted in accordance with Consultant training and system requirements will be address in accordance with Consultant's applicable warranty and support provisions.

Damage resulting from misuse, negligence, unauthorized modification, third-party damage, or operation outside the agreed-upon scope may not be covered.

9. Deployment and Implementation Process

The parties anticipate the following general implementation sequence: (1) Project kickoff; (2) Identification and review of the proposed deployment location; (3) Equipment ordering and delivery; (4) Site-readiness coordination; (5) Watchtower account and system configuration; (6) CAD or third-party integration work, if applicable; (7) FAA regulatory submission and approval process; (8) Docking station and equipment installation and configuration; (9) District training; (10) Initial operational testing; (11) Launch of the DFR deployment location; and (12) Transition to ongoing support.

Actual implementation timing may vary depending on equipment availability, District site readiness, FAA processing timelines, third-party integrations, permitting, communications availability, and other dependencies outside Consultant's reasonable control.

10. Acceptance

The deployment location will be considered operationally implemented when:

- Applicable Consultant-provided equipment and the docking station have been installed or configured;
- Watchtower access has been provided;
- Required Consultant training has been completed;
- District has designated qualified personnel;

- Required regulatory authorization for the intended operating model has been received; and
- The system has successfully completed applicable operational testing.

The parties may mutually agree to additional acceptance criteria in writing where necessary for the deployment.

11. Ongoing Support

During the active term, Consultant will provide commercially reasonable support for the Watchtower software and Consultant-provided equipment.

Support may include:

- Software assistance;
- Troubleshooting;
- Equipment repair coordination;
- Covered equipment replacement;
- Regulatory renewal assistance;
- Additional training coordination; and
- General DFR program support.

12. Assumptions and Dependencies

Successful implementation is dependent upon cooperation between Consultant and District.

Unless specifically included in the Safeware Quote, this Scope of Services does not include:

- FAA Part 107 certification courses;
- Construction or structural modifications at Customer facilities;
- Customer network infrastructure upgrades;
- Customer CAD licensing fees;
- Third-party API or integration fees;
- Electrical work not specifically identified in the Safeware Quote;
- District personnel costs;
- District aviation insurance; or
- Services or equipment not expressly identified in the Safeware Quote or Quote.

13. Project Deliverables

Consultant’s project deliverables will consist of the applicable combination of:

- Consultant Watchtower software access;
- UAS equipment identified in the Safeware Quote;
- EXT equipment identified in the Safeware Quote;
- One (1) drone docking station;
- Equipment configuration and implementation;

- DFR deployment support for one (1) deployment location;
- FAA COA/BVLOS assistance;
- Operational training;
- Maintenance and airworthiness training;
- CAD integration support, if included;
- Initial operational testing; and
- Ongoing support throughout the active service term.

14. Equipment Ownership

Equipment provided under this project may include the unmanned aircraft, docking station, Consultant EXT equipment, communications equipment, and other hardware identified in the Safeware Quote.

Unless otherwise stated in the Safeware Quote:

- Legal title to equipment provided as part of the initial service package will transfer to District upon full payment of the Initial Term;
- Legal title to any subsequently purchased add-on equipment will transfer to District upon full payment of the applicable Active Term in which the add-on is purchased; and
- District will retain ownership of equipment for which legal title has transferred following expiration or termination of the applicable service term.

Software, documentation, Consultant Watchtower, and other Consultant intellectual property remain the property of Consultant and are licensed rather than sold.

15. Warranty and Equipment Support

During an active service term and subject to the terms of the Agreement, Consultant will provide applicable warranty, repair, and replacement support for covered equipment.

For equipment used in accordance with Consultant training, documentation, and the Agreement, support may include:

- Software updates and support for Consultant Watchtower and applicable Consultant equipment;
- Repair of covered drone equipment;
- Replacement parts associated with ordinary wear and tear, including eligible batteries and propellers;
- Repair support for the docking station where included in the applicable service package; and
- Repair or replacement of covered equipment damaged during properly conducted autonomous operations.

Warranty coverage does not extend to damage resulting from misuses, negligence, unauthorized modification, third-party damage, operation outside Consultant’s instructions, or other exclusions identified in the Agreement.

District will promptly notify Consultant of equipment damage, significant component wear, or

other conditions requiring warranty or maintenance support and will reasonably cooperate with Consultant's repair and replacement process.

16. Software and Licensing Terms

During the applicable active service term, Consultant will grant to District and its authorized users a limited, non-exclusive, non-sublicensable, non-transferable license to access and use the Consultant Watchtower software and associated documentation for District's internal public-safety operations.

The license is conditioned upon:

- Compliance with the Agreement;
- Payment of amounts then due;
- Compliance with applicable use restrictions; and
- Use of the software and equipment only by personnel authorized by District.

Ownership of Consultant Watchtower, Consultant software, documentation, system designs, intellectual property, and related proprietary materials remains with Consultant and its applicable licensors.

District will retain ownership of District Data, subject to the data-use rights and obligations established in the Agreement.

EXHIBIT B
FEES AND COSTS

District will pay Consultant the fees set forth in the applicable Safeware Quote.

Unless otherwise stated in the Safeware Quote, payment is due within thirty (30) days of the Safeware Quote's effective date. The setup and implementation process for services and software will begin following receipt of the executed agreement and applicable payment.

Recurring service fees, where applicable, will be invoiced in accordance with the applicable Safeware Quote and agreement terms.

All pricing, invoicing schedules, taxes, and other payment obligations will be governed by the applicable Safeware Quote and incorporated agreement documents.

EXHIBIT C
INSURANCE

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

a. Commercial general liability insurance, including a contractual liability endorsement, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office commercial general liability coverage (Occurrence Form CG0001ED, November 1988). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business automobile liability insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office automobile liability coverage (Occurrence Form CA000T, ED June 1992) covering Code No. 1, “any auto”;

c. Workers’ compensation insurance in compliance with the laws of the State of California, and employer’s liability insurance in an amount not less than $1,000,000 per claimant.

2. Consultant shall, prior to performance of any services, file with the Fire Chief certificates of insurance with original endorsements affecting coverage required by this Exhibit C. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Fire Chief. All certificates and endorsements are to be received and approved by the Fire Chief before work commences. District reserves the right to require complete certified copies of all required insurance policies at any time.

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days’ prior written notice to the Fire Chief. The Fire Chief shall not approve or accept any endorsement if the endorsement contains “best effort” modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name District, its Governing Board officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to District, its Governing Board, officers, employees and volunteers.

The General liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit C or substitute forms containing the same information and acceptable to the Fire Chief shall be used to provide the endorsements.

5. The coverages provided to District shall be primary and not contributing to or in excess of any existing District insurance coverages. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to District, its Governing Board, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Any deductibles or self-insured retentions must be declared to and approved by the Fire Chief. At the option of the Fire Chief, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District, its Governing Board, officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Fire Chief.

Agenda Item #4

MONTECITO FIRE PROTECTION DISTRICT

Minutes for the Regular Meeting of the Board of Directors

Held at Montecito Fire Protection District, 595 San Ysidro Road, Santa Barbara, CA 93108 on October 26, 2026, at 2:00 p.m.

Director Easton called the meeting to order at 2:01 p.m.

Present: Director Lee, Director Easton, Director Pennino, Director Copus and Director Williams. Fire Chief Fallon and District Counsel Mark Manion were also present.

1. **Public comment: Any person may address the Board at this time on any non-agenda matter that is within the subject matter jurisdiction of the Montecito Fire Protection District. (30 minutes total time allotted for this discussion.)**

   There were no public comments at this meeting.

2. **Approval of Minutes of the September 28, 2026 Regular Meeting.**

   Motion to approve the Minutes of the September 28, 2026 Regular meeting made by Director Lee, seconded by Director Pennino, and the motion unanimously passed.

3. **Approval of Minutes of the October 16, 2026 Special Meeting.**

   Motion to approve the Minutes of the October 16, 2026 Special meeting made by Director Pennino, seconded by Director Copus, and the motion unanimously passed.

4. **Fire Chiefs' report.**

   Fire Chief Fallon called on Public Information Officer Atchison to present a video regarding Montecito Fire Department’s recent educational outreach visits to the local schools during the month of October.

   The Emergency Go Bag program was launched last week, and the community has received 150 bags. Each bag includes the *Ready Set Go* pamphlet, which contains a checklist of suggested items that residents can use to personalize their evacuation go bag.

   Division Chief Hudley presented the Quarter 3 Operations Report and reported a total of 599 calls for service during the quarter spanning July through September. The report highlighted the partnership with Montecito Water District for the upstaffing trailer location, two trail rescues, multiple mutual aid fires, truck training with Santa Barbara City Fire, Joint Agency Tower Training, and years-of-service recognitions for personnel.

   Fire Chief Fallon thanked all the staff for coming together to assist with the Picacho Fire. Fire Chief Fallon commented on continuing to see the benefits of the RFCC in coordinating resources.

Fire Chief Fallon reported on the prevention staff's recent work. He stated that the District had completed 15 days of roadside hazard abatement and seven defensible space inspections, and that fire danger was currently low following recent rainfall. He also reported that the 2027 Neighborhood Chipping program had been expanded to include 200 additional properties in the District.

5. Board of Directors' report.

No items were reported at this meeting.

6. Suggestions from Directors for items other than regular agenda items to be included for the November 16, 2026 Regular Board meeting.

No items were reported at this meeting.

The Board adjourned to closed session: 2:51 p.m.

7. CLOSED SESSION:

a. CONFERENCE WITH LABOR NEGOTIATOR
Pursuant to Government Code section 54957.6
Agency designated representatives: Director Lee and Director Pennino
Montecito Professional Firefighters Association (Local 5563)

b. CONFERENCE WITH LABOR NEGOTIATOR
Pursuant to Government Code section 54957.6
Agency designated representatives: Director Lee and Director Pennino
Members of Staff Unit

The Board reported out of closed session at 6:47 p.m. with no reportable action.

Meeting Adjourned at 6:47 p.m.

_____ _____

President Easton Secretary Lee