

# **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

August 24, 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. Candidate Interviews for Appointment of New Director. (Strategic Plan Goal 3)
  - a. Jenelle Williams
  - b. Penelope Bianchi
  - c. Peter Taffae
  - d. Jeff Gittler
3. Appointment of the New Director.
4. Administer the Oath of Office to the New Director.
5. Assessment of Plan Review Fees Presentation. (Strategic Plan Goal 3)
  - a. Staff report presented by Fire Marshal Briner.
6. That the Board of Directors approve Resolution 2026-09, Amending Appendix A “Designated Positions and Disclosure Categories” of the District’s Conflict of Interest Code. (Strategic Plan Goal 8)
  - a. Staff report presented by Fire Chief Fallon.
7. That the Board of Directors authorizes the Fire Chief to enter into the License Agreement for the secondary Upstaffing Location between Montecito Fire Protection District and Montecito Water District. (Strategic Plan Goal 1)
  - a. Staff report presented by Fire Chief Fallon.
8. That the Board of Directors authorizes the Fire Chief to enter into a Professional Service Agreement with Keith Turcot, 5 Bar Engineering, LLC. (Strategic Plan Goal 5)
  - a. Staff report presented by Fire Chief Fallon.

9. That the Board of Directors authorize the Fire Chief to create three Engineer positions on Squad 91, effective January 2027. (Strategic Plan Goal 1 and 6)
  - a. Staff report presented by Fire Chief Fallon.
10. Approval of Minutes of the July 27, 2026 Regular Meeting.
11. Fire Chief's report.
12. Board of Director's report.
13. Suggestions from Directors for items other than regular agenda items to be included for the September 28, 2026 Regular Board meeting.

Adjournment

This agenda posted pursuant to the provisions of the Government Code commencing at Section 54950. The date of the posting is August 21, 2026.



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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





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## STAFF REPORT

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**To:** Montecito Fire Protection District Board of Directors  
**From:** Brian Fallon, Fire Chief   
**Date:** August 24, 2026  
**Topic:** Board Director Appointment

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### Summary

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Appoint a new Board Director to fill the vacancy through December 4, 2026.

### Discussion

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Director van Duinwyk's vacancy became effective on July 13, 2026. The District informed the Santa Barbara County Elections Office of the vacancy and posted the Notice of Vacancy at both fire stations, in various locations throughout the community, and published it in the *Montecito Journal*. An appointed Director must be a resident of the Montecito Fire Protection District and a registered voter within the district. Each applicant must state for the record that they are both a resident and registered voter of the Montecito Fire Protection District.

The Board will conduct an interview with the following candidates:

- a. Jenelle Williams
- b. Penelope Bianchi
- c. Peter Taffae
- d. Jeff Gittler

### Conclusion

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Staff recommends that the Board of Directors:

1. Appoint a new Board Director to serve until the next election.
2. Administer the Oath of Office to the New Director.

### Strategic Plan Reference

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1. Strategic Plan Goal #3: Achieve Excellence in Community Service



# Agenda Item #5







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## STAFF REPORT

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**To:** Montecito Fire Protection District Board of Directors  
**From:** Brian Fallon, Fire Chief  
**Date:** August 24, 2026  
**Topic:** Fee Schedule Presentation

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### Summary

The Montecito Fire Protection District asked staff at the May 2026 board meeting to evaluate the potential for a plan review fee schedule for fire sprinkler and commercial fire alarm systems. Staff analyzed recent Fire Prevention Bureau workload, reviewed comparable fee studies from Santa Barbara City Fire and Santa Barbara County Fire, and developed a District-specific cost model based on Montecito's staffing costs, overhead, productive hours, and typical plan review times.

Although the proposed fees could recover some plan review costs, staff conclude that the financial benefit would be minimal compared with the administrative workload, billing and reconciliation requirements, potential permit-processing delays, recurring cost of legally required fee studies, staff training needs, and possible negative effects on community perception. The added revenue would not materially affect the district's financial position and could represent a significant change from the District's long-standing practice of not charging prevention fees, staff does not recommend implementing plan review fees at this time.

### Discussion

At the Board's direction, staff evaluated whether the Montecito Fire Protection District should establish plan review fees for fire sprinkler and commercial fire alarm systems. The analysis was intentionally limited to these system-specific reviews and excluded other Fire Prevention Bureau services such as construction plan reviews, operational permits, special events, and defensible space work. Staff reviewed recent Fire Prevention Bureau workload data and identified an average annual volume of approximately 100 sprinkler and commercial fire alarm plan reviews. Staff also evaluated fee studies and adopted fee schedules from the Santa Barbara City Fire Department and Santa Barbara County Fire Department to establish legally defensible benchmarks and to compare how fee levels are developed by similar agencies.

Using those benchmarks, staff developed a District-specific cost model based on Montecito's staffing costs, overhead, productive hours, and typical plan review and inspection time by system type. The analysis indicates that a nearly full-cost recovery fee program would generate approximately \$39,000 to \$45,000 annually, or about 0.13% to 0.15% of the District's total revenue budget. While such a program could recover a portion of the District's plan review costs, it would also require new billing, collection, reconciliation, staff training, and periodic fee studies to remain legally defensible. Given the limited fiscal benefit, administrative burden, potential permit-processing delays, and possible impacts on community perception after the District's long-standing practice of not charging prevention fees, staff does not recommend implementing plan review fees currently.

Staff requests that the Board receive and file the information and presentation provided by staff.  
No action requested.

**Attachments**

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1. Fee assessment study

## FIRE PREVENTION BUREAU ASSESSMENT OF PLAN REVIEW FEES

### I. SUMMARY

At the Board's direction, staff evaluated whether to begin charging fees for Montecito Fire Protection District's (District) plan reviews of fire sprinkler systems and commercial fire alarms.

To establish appropriate fee levels, staff conducted a comparative analysis using the fee studies from the Santa Barbara City Fire Department (SB City Fire) and the Santa Barbara County Fire Department (SB County Fire) as benchmarks. These studies were used to develop a District-specific cost model that reflects Montecito's staffing costs, overhead, and plan review workload.

Projected revenue was estimated by applying the cost model to the Fire Prevention Bureau's average annual plan review volume over the past three years for the system types most reviewed in the District.

Staff estimates that implementing plan review fees for fire sprinkler and commercial fire alarm systems would generate approximately \$39,000–\$45,000 in annual revenue.

Given the minimal fiscal benefit, ongoing administrative and fee study costs, and potential impacts on community perception, staff concludes that the benefits do not outweigh the costs and does not recommend implementing plan review fees.

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### II. DISCUSSION

#### A. Scope of Analysis

This analysis is intentionally narrow and limited to plan reviews for fire sprinkler and commercial fire alarm systems. All other Fire Prevention Bureau services, such as construction plan reviews, operational permits, special events, and defensible space work, were excluded.

Under the fee concept, evaluated projects that include sprinkler and/or commercial fire alarm systems would incur separate system plan review fees for those systems.

The system types analyzed include:

- NFPA 13 new and tenant-improvement sprinkler systems,
- NFPA 13R sprinkler systems,
- NFPA 13D one- and two-family dwelling sprinkler systems,
- Underground fire service lines and hydrants associated with system installations, and
- Commercial fire alarm and monitoring systems.

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#### B. Fire Prevention Bureau Recent Plan Review Workload

Staff relied on Fire Prevention Bureau records for plan review activity. Approximate sprinkler and commercial fire alarm plan reviews:

- 2024: 100 plan reviews
- 2025: 120 plan reviews
- 2026: Estimated 81 plan reviews (34 completed through current date)

A reasonable planning baseline from these figures is approximately 100 sprinkler and fire alarm plan reviews per year, using the three-year average. This volume is applied to all revenue scenarios that follow.

### C. Basis for Fee Levels

To determine appropriate fee levels, staff conducted a comparative analysis using the SB City Fire January 2025 Fire Prevention Bureau Fee Study (AP Triton, LLC) and the SB County Fire April 2026 User Fee Study (Government Consulting Partners, Inc.) and adopted the 2026–27 Fire Prevention fee schedule.

#### Benchmark 1: SB City Fire

The SB City Fire 2025 fee study calculates fully burdened hourly rates (FBHRs) for prevention staff by combining:

- Salaries and benefits,
- Workers' compensation,
- Vehicles, fuel, and maintenance,
- Technology, telecommunications, uniforms, and training, and
- Departmental and Citywide indirect overhead from the City's cost allocation plan.

After adjusting total costs by productive hours (approximately 1,800 billable hours per year per FTE), the study produces FBHRs of:

- Fire Marshal: ≈ \$205/hour
- Fire Inspector: ≈ \$125/hour
- Fire Services Specialist: ≈ \$96/hour

Applying those rates to typical task times, SB City Fire established fixed fees for different system types. Representative fee levels for systems most relevant to the District include:

| System Type                                     | SB City Fee Range |
|-------------------------------------------------|-------------------|
| NFPA 13 new sprinkler (≤100 heads, 1 riser)     | \$652             |
| NFPA 13/13R tenant improvement (up to 25 heads) | \$362             |
| NFPA 13/13R tenant improvement (26–99 heads)    | \$434             |
| NFPA 13D residential (one/two family)           | \$290             |
| Fire alarm (new, < 25 devices)                  | \$434             |
| Fire alarm (new, 25–75 devices)                 | \$507             |
| Fire alarm (new, > 75 devices)                  | \$579             |

SB City Fire's fees are a well-established, legally defensible municipal benchmark. However, they reflect a City-level wage and overhead structure, and the study itself notes that fees have not been comprehensively updated in several years. As a result, the City schedule represents the lower bound of a reasonable fee range for the District.

#### Benchmark 2: SB County Fire

The SB County Fire 2026 user fee study provides a second benchmark. Similar to the SB City Fire study, it uses a cost-of-service approach based on FBHR's for Fire Prevention staff and applies those rates to typical time-per-task for each service. To develop its rates, SB County Fire:

- Compiled budgeted salaries and benefits for Fire Prevention personnel;
- Added program operating costs, including vehicles, fuel, materials, and supplies;
- Included division-level overhead for Fire Prevention administration and support; and
- Applied department and Countywide overhead from the indirect cost allocation plan.

After adjusting total costs by productive hours (approximately 1,750 billable hours per year per FTE), the study produced FBHRs. While the study does not display that rate in a single table, SB County Fire's adopted fee schedule clearly shows that \$192 per hour is their fully burdened hourly rate for Fire Prevention staff time.

Using this rate and typical time estimates, SB County Fire established fixed fees for different system types. Representative fee levels for systems most relevant to the District include:

| System Type                                                | SBCFD Adopted Fee (2026–27) |
|------------------------------------------------------------|-----------------------------|
| NFPA 13 – New sprinkler system (1–10,000 sq ft)            | \$1,439 per system          |
| NFPA 13 – New sprinkler – each addt'l 10,000 sq ft         | \$480                       |
| NFPA 13R – Residential sprinkler system (1–5,000 sq ft)    | \$815 per system            |
| NFPA 13R – Residential sprinkler – each addt'l 5,000 sq ft | \$192                       |
| NFPA 13D residential (one/two family)                      | \$815 per system            |
| Fire alarm system – new – up to 10 initiating devices      | \$624 per system            |

Santa Barbara County Fire's fee schedule represents a well-established and legally defensible municipal benchmark. However, its fees reflect a county-level cost structure that includes higher administrative overhead, countywide cost allocations, and the complexities of a significantly larger organization.

#### D. District-Specific Cost Basis

California law requires that fees do not exceed the reasonable estimated cost of providing the service, so the most appropriate method would be to use a District-specific cost model. Using the benchmarks as guides, staff constructed a Montecito-specific Fully Burdened Hourly Rate cost framework.

While both studies informed the analysis, greater weight was given to the City methodology because it more closely reflects the District's organizational structure, staffing model, plan review functions, and

lower administrative overhead costs. The resulting cost model was then adjusted to reflect Montecito Fire Protection District's salary, benefit, and overhead costs, as well as its historical plan review workload.

Starting with the District's actual budgeted compensation for the Fire Prevention staff classifications that perform plan review, and applying allocations for:

- Workers' compensation,
  - District vehicles, fuel, and maintenance,
  - Technology, communications, uniforms, and training,
- Fire Prevention Bureau-level and administrative overhead

Then dividing this by productive hours (approximately 1,800 billable hours per year), the District's implied FBHR for prevention staff performing plan review activities falls in the range of \$150–\$230 per hour, depending on classification, which is above SB City Fire levels and generally consistent with the SB County Fire range.

Using SB City Fire and SB County Fire task-time estimates as guides, and adjusting for local experience, the following time ranges are applicable to Montecito's common system types:

- NFPA 13D residential: 2.5–4 hours total (review, correction, inspection)
  - NFPA 13/13R commercial tenant improvement: 3–6 hours
  - New NFPA 13 commercial system: 5–8 hours
- Commercial fire alarm (small to moderate): 4–7 hours

#### District-Specific Per-System Cost Estimates

Combining the District's FBHR and applicable task times produces the following estimated cost-per-system ranges, which represent the approximate cost to the District of delivering a complete plan review and field inspection sequence:

| System Type                   | District Cost Estimate | SB City Fire Fee | SB County Fire Fee |
|-------------------------------|------------------------|------------------|--------------------|
| NFPA 13D residential          | \$350–\$400            | \$290            | \$815              |
| NFPA 13/13R TI (small)        | \$425–\$475            | \$362–\$434      | \$815              |
| NFPA 13 new commercial        | \$750–\$900            | \$652–\$724      | \$1,439+           |
| Commercial fire alarm (small) | \$550–\$650            | \$434–\$579      | \$624–\$768        |

In each category, the District's cost sits generally between the two benchmarks, reflecting Montecito's higher compensation costs relative to SB City Fire and its somewhat smaller overhead and workload infrastructure relative to SB County Fire.

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#### E. Estimated Revenue at District-Specific Fee Levels

Applying the District's cost-of-service estimates to the annual workload of approximately 100 plan reviews, and using a blended average that reflects a workload heavily dominated by NFPA 13D residential systems, with a small share of NFPA 13/13R tenant improvements and new commercial systems and alarms, a near full-cost recovery program produces the following:

| Near Full-Cost Recovery | Avg. Fee/Review | Annual Reviews | Gross Revenue |
|-------------------------|-----------------|----------------|---------------|
| Projected Fees          | \$420           | 100            | \$42,000      |

Using this District-specific mix and fee structure yields a weighted average fee per review of  $\approx$  \$420, and therefore an estimated annual gross revenue of about \$42,000 at near full-cost recovery.

To account for year-to-year variation in project size, the mix of commercial work, very small jobs, and practical rounding of fees, a reasonable planning range for a near full-cost program with a 13D-dominant workload is  $\approx$  \$39,000–\$45,000 per year in gross revenue.

In all cases, even with fees set near full cost and with the District's actual workload mix, the revenue impact is between 0.13% and 0.15%, which is well under  $1/5^{\text{th}}$  of one percent of the District's total revenue budget.

To maintain any adopted fee schedule as legally defensible under California law, fees must be grounded in an updated cost study approximately every 3–5 years. The cost of those studies, and the ongoing administrative burden of the program, must be rolled into the overall cost-benefit calculus.

### III. CONCLUSION

Implementing a fee program for sprinkler/commercial fire alarm plan reviews in the District would result in an estimated 13–15 cents for every \$100 of District revenue totaling between \$39,000 and \$45,000. This does not materially change the District's overall financial position and the cost of performing a fee study every five years further reduces the net financial benefit.

To obtain this limited additional revenue, the District would:

- Assume new billing, collection, and reconciliation workload; adding administrative and coordination burdens for prevention and finance staff;
- Introduce new potential delays in permit processing and issuance while fees are paid and confirmed;
- Incur the recurring cost and effort of periodic fee studies (typically every 3–5 years) to keep the fees legally defensible, with those study costs rolled into the fees themselves.
- Consider a departure from a 110-year practice of not charging prevention fees, which could have implications for community goodwill and public perception; Potentially influence community attitudes toward future Gann Appropriations Limit (GANN) approvals, given the perception that the District is seeking new revenues for what is, in context, a very small gain.

Montecito Fire Prevention staff would need to receive additional training in sprinkler plan review and analysis, with the training and development of sufficient familiarity with these plans potentially taking

up to one year. Given the minimal fiscal benefit when viewed in the context of the District's overall budget, the ongoing administrative effort and fee study costs necessary to maintain a legally defensible fee program, and the potential negative impacts on community perception and trust associated with implementing plan review fees after more than a century without them, staff concludes that the benefits do not outweigh the costs. Accordingly, staff does not recommend implementing plan review fees currently.





# Assessment of Plan Review Fees

Fire Sprinkler & Commercial Fire Alarm Systems

**Montecito Fire Protection District**

August 24, 2024

## Purpose & Staff Recommendation

**\$39K–\$45K**

Estimated annual gross revenue

**0.13%–0.15%**

Share of total District revenue

**~100**

Average annual plan reviews

Staff evaluated whether the District should begin charging plan review fees for fire sprinkler and commercial fire alarm systems.

A District-specific cost model was developed using Santa Barbara City Fire and Santa Barbara County Fire fee studies as benchmarks.

## Scope of Analysis

The study is limited to sprinkler and commercial fire alarm plan reviews.

- NFPA 13 new and tenant-improvement sprinkler systems
- NFPA 13R sprinkler systems
- NFPA 13D one- and two-family dwelling sprinkler systems
- Underground fire service lines and hydrants associated with system installations
- Commercial fire alarm and monitoring systems

### Not Included

Construction plan reviews  
Operational permits  
Special events  
Defensible space work

## Recent Plan Review Workload

**100**

2024 plan reviews

**120**

2025 plan reviews

**81\***

2026 estimated

**~100**

Annual baseline

**Three-year planning baseline: approximately 100 sprinkler and commercial fire alarm plan reviews per year.**

\*2026 estimate based on 34 completed reviews through the current date.

**The study uses ~100 reviews annually for revenue scenarios.**

## Benchmark Fee Studies

### Santa Barbara City Fire

**\$96–\$205/hr**

2025 fee study

Fully burdened hourly rates

Representative fees generally lower

### Santa Barbara County Fire

**\$192/hr**

2026 user fee study

Cost-of-service methodology

Higher countywide/admin overhead

Staff gave greater weight to the City methodology because it more closely reflects the District's organizational structure and lower overhead.

## Montecito District-Specific Cost Model

**\$150–\$230/hr**

Implied fully burdened hourly rate

**~1,800**

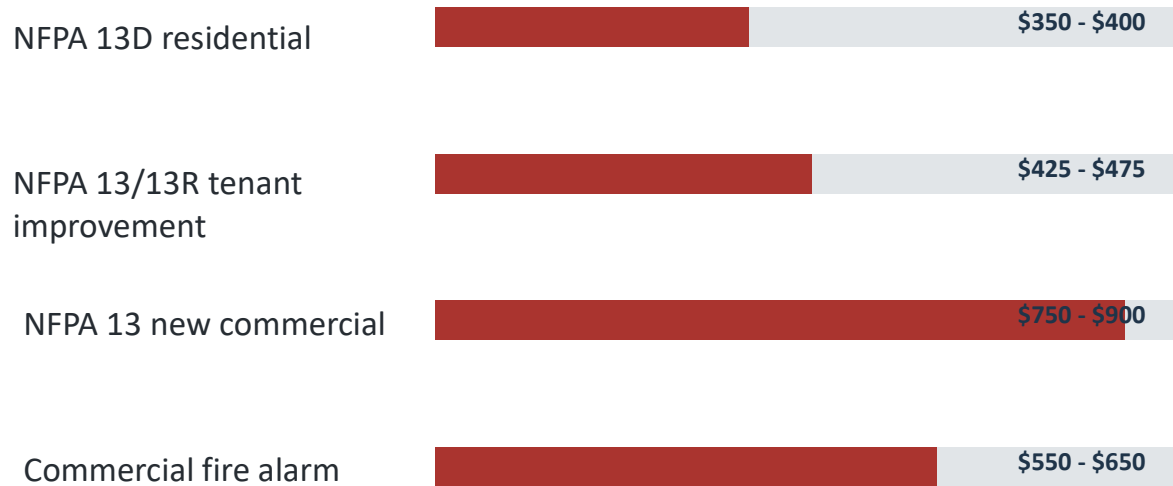
Productive/billable hours per year

**\$420**

Weighted average fee at near full cost

- Starts with actual District budgeted compensation for Fire Prevention classifications performing plan review.
- Adds workers' compensation, vehicles/fuel/maintenance, technology, communications, uniforms, training, and Fire Prevention/administrative overhead.
- Task-time estimates were adjusted to reflect Montecito's local experience and workload mix.

## Estimated Revenue at Near Full-Cost Recovery



### Revenue Outlook

**\$39,000–\$45,000**

annual gross revenue

~100 reviews/year

~\$420 weighted average fee

0.13%–0.15% of total  
District revenue

## Costs, Impacts & Staff Recommendation

### Administrative

A fee program adds billing, collection, and reconciliation workload, introduces permit processing delays, and requires fee studies every 3-5 years.

### Minimal Fiscal Impact

Revenue represents less than 0.15% of the District's total budget – a marginal gain that does not materially improve the District's financial position.

### Community Perception

Pursuing new revenues for a very small gain may negatively influence the community attitudes toward the District and overall relationship with residents.

## STAFF RECOMMENDATION

Considering the minimal fiscal benefits, ongoing administrative costs, and potential impacts on community perception, the advantages do not justify the costs of implementing plan review fees.



# Agenda Item #6





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## STAFF REPORT

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**To:** Montecito Fire Protection District Board of Directors  
**From:** Brian Fallon, Fire Chief  
**Date:** August 24, 2026  
**Topic:** 2026 Conflict of Interest Biennial Review

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### Summary

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Review Resolution 2026-09, amending Appendix A, "Designated Positions and Disclosure Categories" of the District Conflict of Interest Code.

### Discussion

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The District reviews its Conflict of Interest Code biennially pursuant to Government Code Section 87306.5. State law requires each local agency to maintain a current code that accurately reflects its organizational structure and identifies all officials and employees required to file a Form 700. As part of the biennial review process, the District identified a necessary amendment to Appendix A, "Designated Positions and Disclosure Categories," to revise the title of Accountant to Finance and Administrative Manager.

### Conclusion

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Staff recommends that the Board approve amended Resolution 2026-09, which has been modified to reflect the position title change.

### Attachments

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1. Resolution 2026-09 (redline version)
2. Resolution 2026-09 (clean version)

### Strategic Plan Reference

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Strategic Plan Goal #8: Ensure Financial Accountability & Transparency



**RESOLUTION NO. 2020-086-09****RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE MONTECITO FIRE PROTECTION DISTRICT  
ESTABLISHING A CONFLICT OF INTEREST CODE**

WHEREAS, The Political Reform Act, Government Code Section 81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, 2 California Code of Regulations Section 18730, which contains the terms of a standard conflict of interest code. It can be incorporated by reference and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendices "A" and "B" in which members and employees are designated and disclosure categories are set forth, constitute the conflict of interest code of the Montecito Fire Protection District.

WHEREAS, pursuant to Section 4(A) of the standard code, designated employees shall file statements of economic interests with the agency. Upon receipt of the statements of the directors and fire chief, the agency shall make and retain a copy and forward the original of these statements to the Elections Division of the Santa Barbara County Clerk-Recorder. Statements for all other designated employees will be retained by the agency.

NOW, THEREFORE, it is hereby resolved by the Board of Directors of the Montecito Fire Protection District as follows:

1. The "District's Conflict of Interest Code" is adopted as set forth in this resolution.
2. Appendix A as attached to this resolution, entitled "Designated Positions and Disclosure Categories," is hereby adopted.
3. Appendix B as attached to this resolution, entitled "Categories of Disclosure," is hereby adopted.
- 3.4. Resolution No. 2020-08 of the Montecito Fire Protection District is hereby repealed.
4. ~~Resolution No. 1992-10 of the Montecito Fire Protection District is hereby repealed.~~

PASSED AND ADOPTED by the Governing Board of Montecito Fire Protection District  
this ~~26th day of October, 2020~~24<sup>th</sup> day of August, by the following vote, to wit:

AYES:

NAYS:

ABSTAIN:

ABSENT:

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Sylvia Easton, President

ATTEST

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Michael Lee, Secretary

**RESOLUTION 2020-08-APPENDIX A****DESIGNATED POSITIONS AND DISCLOSURE CATEGORIES MONTECITO FIRE PROTECTION DISTRICT**

| <u>Designated Positions</u>                                            | <u>Disclosure Categories</u> |
|------------------------------------------------------------------------|------------------------------|
| All Members of the District Board                                      | 1, 2, 3, 4, 5                |
| Fire Chief                                                             | 1, 2, 3, 4, 5                |
| Division Chief/Operations                                              | 1, 2, 3, 4, 5                |
| Battalion Chief/Fire Marshal                                           | 1, 2, 3, 4, 5                |
| Battalion Chief/Shift                                                  | 3, 4                         |
| Captain/Assistant Fire Marshal                                         | 1, 2, 3, 4, 5                |
| Public Information Officer                                             | 3, 4                         |
| Wildland Fire Specialist                                               | 3, 4                         |
| Inspectors                                                             | 1, 2, 5                      |
| <del>Finance and Administrative Manager</del><br><del>Accountant</del> | 1, 2, 3, 4, 5                |
| Administrative Assistant                                               | 3, 4                         |
| District Mechanic                                                      | 3, 4                         |
| District Counsel                                                       | 1, 2, 3, 4, 5                |
| Consultant*                                                            |                              |

\*The disclosure required of consultants shall be determined on a case by case basis by the Fire Chief.

The Fire Chief shall make a determination as to what disclosure, if any, is required by any particular consultant. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements.

The Fire ~~Chiefs~~ Chief's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

## APPENDIX B

### CATEGORIES OF DISCLOSURE MONTECITO FIRE PROTECTION DISTRICT

#### CATEGORY 1

Interests in real property which are located in whole or in part within the jurisdiction of the District, including any leasehold, beneficial or ownership interest or option to acquire such interest in real property, if the fair market value of the interest is \$1,000 or more.

#### CATEGORY 2

Business positions or investments in or income from persons or business entities engaged in the appraisal, acquisition, or disposal of; real property within the jurisdiction of the District.

#### CATEGORY 3

Business positions or investments in and income from any source or sources of income, if:

~~a)~~ The business entities or the source or sources of income are of the type which, within the previous two years, have provided or contracted to provide, or in the future with reasonable foreseeability might provide or contract to provide services, supplies, materials, machinery or equipment to or for the use of the District; and

~~a)~~

~~b)~~ Within the previous two years, the designated employee has made, participated in making, or in any way has attempted to use his or her official position to influence the governmental decision to obtain or procure services, supplies, materials, machinery or equipment of the same or a similar type as those so provided or contracted to be provided the District or if the duties of the designated employee's position make it reasonably foreseeable that he or she might engage in such activity.



b)

#### CATEGORY 4

Business positions or investments in business entities and income from any source or sources of income, if:

~~a)~~ The business entities or the source or sources of income are of the type which, within the previous two years, have furnished or contracted to furnish, or in the future with reasonable foreseeability might furnish or contract to furnish services, supplies, materials, machinery or equipment as a subcontractor in any contract with the District to provide services supplies, materials, machinery or equipment to or for the use of the District; and

a)

b) Within the previous two years, the designated employee has made, participated in making, or in any way has attempted to use his or her official position to influence the governmental decision to obtain or procure services, supplies, materials, machinery, or equipment of the same or a similar type as those so provided or contracted to be provided to the District or if the duties of the designated employee's position make it reasonably foreseeable that he or she might engage in such activity.

#### CATEGORY 5

Business positions or investments in business entities and income from any source or sources of income, if:

~~a)~~ The business entities or the source or sources of income are of the type which are subject to the regulation or supervision of the District; and

a)

b) The designated employee's duties involve the supervision or regulation (including, but not limited to, the issuance or granting of permits) of that type of business entity or source of income.



**RESOLUTION NO. 2026-09****RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE MONTECITO FIRE PROTECTION DISTRICT  
ESTABLISHING A CONFLICT OF INTEREST CODE**

WHEREAS, The Political Reform Act, Government Code Section 81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, 2 California Code of Regulations Section 18730, which contains the terms of a standard conflict of interest code. It can be incorporated by reference and may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, along with the attached Appendices "A" and "B" in which members and employees are designated and disclosure categories are set forth, constitute the conflict of interest code of the Montecito Fire Protection District.

WHEREAS, pursuant to Section 4(A) of the standard code, designated employees shall file statements of economic interests with the agency. Upon receipt of the statements of the directors and fire chief, the agency shall make and retain a copy and forward the original of these statements to the Elections Division of the Santa Barbara County Clerk-Recorder. Statements for all other designated employees will be retained by the agency.

NOW, THEREFORE, it is hereby resolved by the Board of Directors of the Montecito Fire Protection District as follows:

1. The "District's Conflict of Interest Code" is adopted as set forth in this resolution.
2. Appendix A as attached to this resolution, entitled "Designated Positions and Disclosure Categories," is hereby adopted.
3. Appendix B as attached to this resolution, entitled "Categories of Disclosure," is hereby adopted.
4. Resolution No. 2020-08 of the Montecito Fire Protection District is hereby repealed.

PASSED AND ADOPTED by the Governing Board of Montecito Fire Protection District  
this 24<sup>th</sup> day of August, by the following vote, to wit:

AYES:

NAYS:

ABSTAIN:

ABSENT:

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Sylvia Easton, President

ATTEST

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Michael Lee, Secretary

## APPENDIX A

### DESIGNATED POSITIONS AND DISCLOSURE CATEGORIES MONTECITO FIRE PROTECTION DISTRICT

| <u>Designated Positions</u>        | <u>Disclosure Categories</u> |
|------------------------------------|------------------------------|
| All Members of the District Board  | 1, 2, 3, 4, 5                |
| Fire Chief                         | 1, 2, 3, 4, 5                |
| Division Chief/Operations          | 1, 2, 3, 4, 5                |
| Battalion Chief/Fire Marshal       | 1, 2, 3, 4, 5                |
| Battalion Chief/Shift              | 3, 4                         |
| Captain/Assistant Fire Marshal     | 1, 2, 3, 4, 5                |
| Public Information Officer         | 3, 4                         |
| Wildland Fire Specialist           | 3, 4                         |
| Inspectors                         | 1, 2, 5                      |
| Finance and Administrative Manager | 1, 2, 3, 4, 5                |
| Administrative Assistant           | 3, 4                         |
| District Mechanic                  | 3, 4                         |
| District Counsel                   | 1, 2, 3, 4, 5                |
| Consultant*                        |                              |

\*The disclosure required of consultants shall be determined on a case by case basis by the Fire Chief.

The Fire Chief shall make a determination as to what disclosure, if any, is required by any particular consultant. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements.

The Fire Chief's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

## **APPENDIX B**

### **CATEGORIES OF DISCLOSURE MONTECITO FIRE PROTECTION DISTRICT**

#### **CATEGORY 1**

Interests in real property which are located in whole or in part within the jurisdiction of the District, including any leasehold, beneficial or ownership interest or option to acquire such interest in real property, if the fair market value of the interest is \$1,000 or more.

#### **CATEGORY 2**

Business positions or investments in or income from persons or business entities engaged in the appraisal, acquisition, or disposal of real property within the jurisdiction of the District.

#### **CATEGORY 3**

Business positions or investments in and income from any source or sources of income, if:

- a) The business entities or the source or sources of income are of the type which, within the previous two years, have provided or contracted to provide, or in the future with reasonable foreseeability might provide or contract to provide services, supplies, materials, machinery or equipment to or for the use of the District; and
- b) Within the previous two years, the designated employee has made, participated in making, or in any way has attempted to use his or her official position to influence the governmental decision to obtain or procure services, supplies, materials, machinery or equipment of the same or a similar type as those so provided or contracted to be provided the District or if the duties of the designated employee's position make it reasonably foreseeable that he or she might engage in such activity.

#### **CATEGORY 4**

Business positions or investments in business entities and income from any source or sources of income, if:

- a) The business entities or the source or sources of income are of the type which, within the previous two years, have furnished or contracted to furnish, or in the future with reasonable foreseeability might furnish or contract to furnish services, supplies, materials, machinery or equipment as a subcontractor in any contract with the District to provide services supplies, materials, machinery or equipment to or for the use of the District; and
- b) Within the previous two years, the designated employee has made, participated in making, or in any way has attempted to use his or her official position to influence the governmental decision to obtain or procure services, supplies, materials,

machinery, or equipment of the same or a similar type as those so provided or contracted to be provided to the District or if the duties of the designated employee's position make it reasonably foreseeable that he or she might engage in such activity.

#### CATEGORY 5

Business positions or investments in business entities and income from any source or sources of income, if:

- a) The business entities or the source or sources of income are of the type which are subject to the regulation or supervision of the District; and
- b) The designated employee's duties involve the supervision or regulation (including, but not limited to, the issuance or granting of permits) of that type of business entity or source of income.





# Agenda Item #7






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## STAFF REPORT

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**To:** Montecito Fire Protection District Board of Directors  
**From:** Brian Fallon, Fire Chief *BF*  
**Date:** August 24, 2026  
**Topic:** License Agreement Between the Montecito Fire Protection District and the Montecito Water District for the Temporary Use of Property Located at the 500 block of East Mountain Drive to Support Emergency Response Operations

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### Summary

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The Montecito Fire Protection District seeks approval of a License Agreement with the Montecito Water District for the temporary use of property located at the 500 block of East Mountain Drive as an emergency up-staffing location. The site will be utilized during periods of elevated fire danger, Red Flag Warnings, and other significant weather events to strategically position personnel and resources within the community. Approval of the agreement formalizes the District's right to use the property and supports the District's ability to enhance emergency response capabilities during high-risk conditions.

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### Discussion

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The Montecito Fire Protection District continually evaluates opportunities to enhance emergency preparedness and response capabilities during periods of increased wildfire risk and significant weather events. The proposed License Agreement with the Montecito Water District provides access to a strategically located property at the 500 block of East Mountain Drive that can be used as a temporary up-staffing location when operational conditions warrant the deployment of additional personnel and resources.

The site is not intended to function as a permanent fire station or regularly staffed facility. Rather, it will be activated only during periods of elevated fire danger, Red Flag Warnings, and other significant incidents requiring enhanced response readiness. Establishing this temporary deployment location will improve the District's ability to position resources within the community, support rapid response, and enhance operational flexibility during high-risk conditions.

Approval of the License Agreement formalizes the District's right to use the property and provides an additional tool to support the District's mission of protecting life, property, and the environment.

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### Conclusion

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Staff recommends that the Board authorize the Fire Chief to enter into the License Agreement between the Montecito Fire Protection District and the Montecito Water District, authorizing the temporary use of the property located at 500 Block of East Mountain Drive as an up-staffing location during periods of elevated fire danger, Red Flag Warnings, and other significant weather events.

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### Attachments

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1. License Agreement 2026

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### Strategic Plan Reference

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Strategic Plan Goal #1, Deliver Exceptional Emergency Services to our Community



## LICENSE AGREEMENT FOR TEMPORARY UPSTAFFING LOCATION FOR HIGH FIRE RISK CONDITIONS

This License Agreement for Temporary Upstaffing Location for High Fire Risk Conditions (“Agreement”) is made this 24th day of August, 2026 (“Effective Date”), by and between Montecito Water District (“Landowner”) and Montecito Fire Protection District (“District”), individually referred to as a “Party” or collectively as “Parties”, with reference to the following facts:

### **RECITALS**

A. Landowner is the owner of certain real property located in Santa Barbara County, California, identified as Assessor Parcel Number (APN) 013-040-002, situated on the northerly side of East Mountain Drive, approximately 950 feet west of Cold Springs Road, Santa Barbara, CA 93108 (“Property”).

B. District desires to obtain the right to use a portion of the Property for the temporary location of District’s apparatus, including but not limited to a travel trailer capable of housing up to four personnel (“Trailer”) and emergency response vehicles, to assist District in providing emergency response within the jurisdiction of the District during Red Flag conditions, severe storms, and other emergency situations requiring increased staffing.

C. Landowner is willing to grant District such rights, under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for valuable consideration, the Parties agree as follows:

1. License. Landowner hereby grants to District, and its designated agents, and representatives, a non-exclusive license (“License”) for use of the Property as set forth below.

A. **Purpose:** Temporarily staging and maintaining District’s Trailer on the Property for upstaffing operations to assist in fire suppression and emergency response activities when (i) the National Weather Service issues a Red Flag Warning; (ii) District declares that Red Flag Conditions exist, or (iii) District in its sole discretion determines that elevated fire danger exists within District’s jurisdiction. Options (i) – (iii) individually and/or collectively represent “High Risk Conditions” for the purpose of this Agreement.

B. **Authorized Use:** Use of District’s Trailer under this Agreement includes (i) placement of the District’s Trailer at a designated location for use during a High Risk Condition; (ii) accessing and using the District Trailer for temporary sleeping facilities for no more than four (4) District personnel during High Risk Conditions; (iii) temporarily staging a District emergency response vehicle on the Property at a designated location during High Risk Conditions; and (iv) such other District activities, as authorized by the Landowner, to assist District in the provision of emergency response within District’s jurisdiction during High Risk Conditions.

C. **Use Restrictions:** District agrees to the following restrictions during the exercise of the License granted under this Agreement: (i) to park no personal vehicles at the Property and to make all personnel exchanges off-Property; (ii) to notify Landowner in advance

of any upstaffing operation; (iii) to staff the Trailer and stage emergency response vehicles only during continuing High-Risk Conditions; (iv) to park the emergency response vehicle only in locations agreed to by the Parties and to maintain continuous, uninterrupted vehicular access to the Landowner's facilities on the Property, as well maintaining continuous, uninterrupted vehicular access to and from all properties located northerly and easterly of the Property in accordance with the access rights held by the owners of those properties under the Easement Agreement attached hereto as Exhibit "C"; (v) to secure the lockable gates on the Property when no personnel of the District or Landowner are on the Property; and (vi) to fund any Property improvements determined by the Landowner in its sole discretion to be needed to facilitate the District's temporary use of the Property pursuant to this License Agreement including but not limited to utility hookup improvements, tree trimming, ground clearing, and access road surface treatment.

2. Location. The area of the License shall be located within the area of the Property north of the reservoir and as depicted in Exhibit A attached hereto and incorporated in full herein by this reference. Said area shall be known as the "License Area." Landowner retains the right to make any use of the Property that does not unreasonably interfere with District's free use and enjoyment of the License Area for the purposes of the License granted herein.

3. Term of License. This Agreement shall continue in force for a period of one (1) year from the Effective Date. Upon expiration thereof, this Agreement shall continue in force in successive one (1) year periods, automatically renewing thereafter, until either Party notifies the other Party in writing of its desire to terminate this Agreement in which case it shall terminate ninety (90) days from the date of the notice. Notice to Landowner shall be provided to Montecito Water District, 583 San Ysidro Road, Montecito, CA 93108 and notice to District shall be provided to MFPD, c/o Brian Fallon, 595 San Ysidro Road, Montecito, CA 93108.

4. Payment. District shall pay Landowner an annual payment of One Hundred Dollars (\$100) for the storage of the Trailer on, and temporary use of the Property including water and electrical utility service for the Trailer's operation. The Payment shall become due and payable upon execution of this License Agreement. Thereafter, the Payment shall be payable annually on or before the anniversary of the Effective Date of this License Agreement.

Landowner shall have no obligation to provide the utility services contemplated hereunder if District fails to establish and maintain connections to the Trailer. District shall bear, at its sole cost and expense, all costs associated with establishing any utility hookups to the Trailer, including connection and installation costs, to the extent utilities are available at the Property. Landowner shall have no obligation to extend or upgrade existing utility infrastructure to accommodate District's use.

5. Indemnity.

A. District shall defend, indemnify and hold harmless Landowner and Landowner's agents, assigns, Board members, directors, employees, managers, members, officers representatives, staff, successors and tenants against any and all loss, liability, damage, or expense, including any direct, indirect, or consequential loss, liability, damage, or expense, including attorneys' fees and costs for injury or death to persons, including employees of either Party to this

Agreement, and damage to property, including property of either Party to this Agreement, arising out of or in connection with the License granted under this Agreement as well as any intentional, willful, wanton, reckless, or negligent conduct regarding use of the License Area. However, Landowner shall not be indemnified hereunder for any loss, liability, damage, or expense resulting from the sole active negligence or willful misconduct, of Landowner or its . agents, assigns, Board members, directors, employees, managers, members, officers representatives, staff, successors and tenants

B. District's duty to defend hereunder is a separate and distinct obligation from District's duty to indemnify. District shall be obligated to defend Landowner, and its agents, assigns, Board members, directors, employees, managers, members, officers representatives, staff, successors and tenants in all legal, equitable, administrative, or special proceedings immediately upon tender to District of the claim in any form or at any stage of an action or proceeding, whether or not liability has been established. Landowner shall have the right to approve counsel providing such defense. An allegation or determination that persons other than District are responsible for the claim does not relieve District from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel (approved by Landowner) if District asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Landowner or its agents, assigns, Board members, directors, employees, managers, members, officers representatives, staff, successors and tenants. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of the Landowner or its agents, assigns, Board members, directors, employees, managers, members, officers representatives, staff, successors and tenants, District may submit a claim to Landowner for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the Landowner.

C. District expressly acknowledges and agrees that the foregoing defense, indemnity, and hold harmless obligations of District are intended to be as broad and inclusive as is permitted by the laws of the State of California and will survive termination of this Agreement such that such obligations shall extend to all claims, lawsuits, liabilities, losses, injuries, damages, penalties, fines, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees, court costs, and costs of alternative dispute resolution) which may occur or arise after exercise of the License granted herein or termination of this Agreement for any reason, attributable directly or indirectly to District or District's designated agents or representatives.

D. Submission of insurance certificates or submission of other proof of compliance with the insurance requirements of this Agreement does not relieve District from its obligations under this indemnity section. The obligations of this indemnity section shall apply, whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. The obligations of this indemnity section shall not be limited to the proceeds of any insurance.

E. The indemnification, defense and hold harmless requirements set forth in this Agreement shall apply to the acts and/or omissions of any agent, assistor, contractor,

employee, entity, individual, mutual aid participant, subcontractor or vendor authorized by District to exercise the License granted herein and/or exercising the License granted herein on behalf of District and/or performing any work or services to on behalf of District to assist in facilitating or exercising the License granted herein.

6. Insurance. District and District's agents will maintain in force and effect the insurance policies and coverages set forth in Exhibit "B" attached hereto. District may satisfy the insurance requirements with evidence of self insurance or other insurance coverage agreeable to Landowner.

7. Miscellaneous.

A. The titles or headings to the sections of this Agreement are for convenience only, and are not a part of this Agreement, and shall have no effect upon the construction or interpretation of any part thereof.

B. This Agreement constitutes the entire agreement and understanding between Landowner and District relating to the License granted herein. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Agreement is superseded and of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by both Landowner and District.

C. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

D. In construing this Agreement, no consideration shall be given to the fact or presumption that any Party had a greater or lesser hand in the drafting of this Agreement.

E. Neither Party is the legal representative or agent of the other Party for any purpose whatsoever and neither Party shall have the power or authority to assume or create, in writing or otherwise, any obligation or responsibility of any kind, express or implied, to transact business, to make any warranty or otherwise to act in any manner in the name of or on behalf of the other Party. This Agreement shall not be construed as constituting or creating a partnership among the Parties or as creating any other form of legal association among the Parties which would impose liability upon one Party for the act or the failure to act of the other Party.

F. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

G. This Agreement shall not be assigned. Any purported assignment of this Agreement or of any interest in this Agreement shall be void and of no effect.

H. This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the Parties.

I. This Agreement shall be governed by, and the rights, duties and obligations of the Parties shall be determined in accordance with, the laws of the State of California. The



Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the County of Santa Barbara, State of California.

J. The Recitals and Exhibits attached hereto are incorporated herein by this reference.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

**LANDOWNER:**

Montecito Water District

**DISTRICT:**

Montecito Fire Protection District

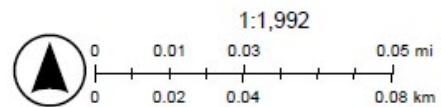
\_\_\_\_\_  
By: Nick Turner  
Its: General Manager

\_\_\_\_\_  
Brian Fallon, Fire Chief

# EXHIBIT A LICENSE AREA



8/12/2026, 4:03:13 PM



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community. Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGLAR, N. Robinson, NCEAS, NLS, OS, NWA, Geodatasysteisen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the

## EXHIBIT B INSURANCE REQUIREMENTS

In accordance with Section 6 of the Site Use Agreement, the following insurance requirements must be complied with by DISTRICT and DISTRICT's Agents. Any reference in this Exhibit B to "DISTRICT" shall refer to both DISTRICT and DISTRICT's Agents. Any reference in this Exhibit B to "Landowner" shall refer to Montecito Water District.

DISTRICT shall, at its sole cost and expense, obtain and maintain at all times during performance of Operations under the Agreement, including any warranty period(s), the liability insurance as outlined in this section. Throughout the period that such insurance is required, DISTRICT shall (i) file with the Landowner a certificate or certificates of insurance, with all required additional policy endorsements, signed by the insurer's representative evidencing that such insurance coverage is in effect, and (ii) provide the Landowner with such other documents and/or instruments requested by the Landowner evidencing DISTRICT's compliance with this section. DISTRICT shall obtain insurance of the types and in the amounts described below.

DISTRICT may satisfy the following insurance requirements through a combination of commercial insurance, formal risk pooling and/or a self-funded loss reserve that meets the limits set forth herein. DISTRICT shall furnish Landowner with a certificate or other written evidence of the DISTRICT's coverage meeting the following insurance requirements under a risk pooling, risk retention or self-insurance program or any combination thereof.

### 1. Workers' Compensation and Employer's Liability Insurance

- a. At all times during the entire period of performance of Operations under the Agreement, DISTRICT and all DISTRICT Agents shall maintain Workers' compensation and employer's liability insurance covering all persons employed directly by them or through DISTRICT in carrying out the Operations, all in accordance with the "Workers' Compensation and Insurance Act" set forth in the California Labor Code and any amendments thereto. Workers' compensation insurance shall not be required for contracts to furnish materials and equipment only. The commercial umbrella and/or employer's liability limits shall not be less than one million dollars (\$1,000,000) each accident for bodily injury by accident or one million dollars (\$1,000,000) each employee for bodily injury by disease.
- b. DISTRICT waives all rights against the Landowner, the public and private owners of all properties where the Operations will be performed, and their respective directors, officers, employees, agents, and/or volunteers for recovery of damages to the extent these damages are covered by the Workers' compensation and employer's liability or commercial umbrella liability insurance obtained by DISTRICT pursuant to the Agreement.

### 2. Liability Insurance Required of the DISTRICT

- a. DISTRICT shall at all times maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than Three Million Dollars (\$3,000,000) each occurrence with not less than a Ten Million Dollar annual

aggregate (\$10,000,000). CGL insurance shall be written on ISO occurrence form CG 00 01 12 07 (or a substitute form providing equivalent coverage) and shall cover liability – including for bodily injury and property damage - arising from premises liability, operations liability, pollution liability, and liability assumed under an insured contract, including the tort liability of another assumed in a business contract. There shall be no exclusions for liability assumed by contract, liability for pollution, or liability for use of aircraft.

- b. The Additional Insured parties are defined as Montecito Water District and its agents, assigns, Board members, directors, employees, managers, members, officers representatives, staff, successors and tenants. The Additional Insured parties shall be included as insureds under the commercial umbrella, if any, and under the CGL, using ISO additional insured endorsements CG 20 10 and CG 20 37 or their equivalent. Additional insured coverage as required in this subparagraph shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the Additional Insured parties. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the Additional Insured parties. Any insurance, self-insurance, or other coverage, if any, maintained by the Additional Insured parties shall be non-contributory.
- c. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract, or liability arising from explosion, collapse, or underground property damage.

### 3. Automobile Liability

- a. DISTRICT shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than One Million Dollars (\$1,000,000) each accident.
- b. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).
- c. Business auto coverage shall be written on ISO form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.
- d. DISTRICT waives all rights against the Landowner, the public and private owners of all properties where the Operations will be performed, and their respective directors, officers, employees, agents, and/or volunteers for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by DISTRICT pursuant to Section 3.a or under any applicable auto physical damage coverage.

### 4. Additional Requirements. With respect to all insurance required to be maintained by DISTRICT, DISTRICT shall comply, or ensure compliance, with all of the following:

- a. Promptly upon the Landowner's request, DISTRICT shall provide the Landowner with a certificate or certificate(s) of insurance (ACORD Form 25 or its equivalent) and such

- other evidence satisfactory to the Landowner establishing that such coverage applies separately and exclusively to Operations performed pursuant to the Agreement.
- b. Failure of the Landowner to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Landowner to identify a deficiency from evidence that is provided shall not be construed as a waiver of DISTRICT's obligation to maintain such insurance.
  - c. Any failure to comply with reporting or other provisions of any insurance policy, including, without limitation, breaches of warranties, shall not affect the coverage provided to the Additional Insured parties.
  - d. DISTRICT's insurance shall apply separately to each of the Additional Insured parties against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - e. DISTRICT shall notify the Landowner at least thirty (30) Calendar Days prior to any changes made to any of the insurance policies required hereunder, including, without limitation, any change in the insurance carrier or the scope of coverage.
  - f. All of the insurance shall be provided on policy forms satisfactory to the Landowner.
  - g. DISTRICT shall provide certified copies of all insurance policies and/or certificates or other written evidence of coverage required above within ten (10) Calendar Days of written request by the Landowner.
  - h. In the event that DISTRICT employs other individuals and/or entities as part of the services covered by the Agreement, it shall be the DISTRICT's responsibility to require and confirm that each individual and/or entity meets the minimum insurance requirements specified herein or such other insurance requirements approved by the Landowner in writing. When requested by the Landowner, DISTRICT shall furnish copies of certificates of insurance evidencing coverage for each such individual and/or entity.
  - i. By requiring insurance herein, the Landowner does not represent that coverage, and limits will necessarily be adequate, and such coverage and limits shall not be deemed as a limitation on DISTRICT's liability under the indemnities granted to the Landowner under the Agreement.
  - j. DISTRICT shall notify the Landowner immediately if any aggregate insurance limit is exceeded at any point during the term of the Agreement, including during the warranty period. In such a case, DISTRICT shall promptly purchase additional insurance coverage to meet the requirements of the Agreement.

EXHIBIT C  
EASEMENT AGREEMENT

Recording Requested by and  
 When Recorded Return to:  
 Travis C. Logue, Esq.  
 Rogers, Sheffield & Campbell, LLP  
 150 East Carrillo Street  
 Santa Barbara, CA 93101

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APNs 013-040-001, 013-040-002, 013-010-017, 013-040-040 & 013-040-041

Documentary Transfer Tax: \_\_\_\_\_  
 Computed on full value;  
 Unincorporated area

## **EASEMENT AGREEMENT**

This Easement Agreement ("**Agreement**") dated March 28, 2018, for reference purposes only, is made and entered into by and between Montecito Water District, a County Water District organized pursuant to California Water Code section 30000 *et seq* ("**Grantor**") and Mary Kay Robinson, Trustee of the Mary K. Robinson Living Trust dated December 10, 1973 ("**Grantee**"). Grantor and Grantee may be referred to herein, individually, as the "**Party**" or, collectively, as the "**Parties**".

A. Grantor is the present owner of that certain real property located in the unincorporated area of the County of Santa Barbara, California, known as Assessor's Parcel Number 013-040-002 and is more particularly described in **Exhibit A**, which is attached hereto and incorporated herein by this reference ("**Servient Tenement**").

B. Grantee is the present owner of all of those unimproved parcels of real property located in the unincorporated area of the County of Santa Barbara, California, known as Assessor's Parcel Numbers 013-010-017, 013-040-040, 013-040-041, and 013-040-001, more particularly described in **Exhibit B**, which is attached hereto and incorporated herein by this reference (collectively, "**Dominant Tenement**").

C. A road easement serving the Dominant Tenement presently exists on and over the Servient Tenement reserved by Deed from Bothin Real Estate Company to Montecito Water District, recorded on May 29, 1950, in Book 920, Page 15 of Official Records Deeds, records of said county ("**Previously Granted Easement**"). The "Previously Granted Easement" is defined as Parcel 2 in the Bothin Real Estate Company deed.



D. For many decades, the Dominant Tenement has been served by an existing roadway ("**As Travelled Easement**"), portions of which are located outside the Previously Granted Easement. The As Travelled Easement does not meet the minimum road standards imposed by the County of Santa Barbara and the Montecito Fire Protection District.

E. Pursuant to Lot Line Adjustment No. 12LLA-00000-00001, Grantee is in the process of obtaining a lot line adjustment to reconfigure the lot lines of the Dominant Tenement. As a condition of approval, Grantee must demonstrate the Dominant Tenement has rights of access consistent with the requirements of the Montecito Fire Protection District.

F. Grantee desires to have, as provided herein, certain rights in the Servient Tenement to benefit the Dominant Tenement on, over, through, and under the location of the New Granted Easement (defined below). Grantor, as provided herein, desires to grant such rights.

G. As provided herein, Grantee agrees to release, reconvey, and quitclaim to Grantor all right, title and interest to the Previously Granted Easement (as defined in Recital C) and the As Travelled Easement (as defined in Recital D);

H. As provided herein, Grantor agrees to release, reconvey, and quitclaim to Grantee all right, title and interest to the Previously Granted Easement.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. Grantor does hereby grant to Grantee, its successors and assigns, a perpetual, permanent, and nonexclusive easement, subject to the terms of this Agreement, for the benefit of the Dominant Tenement as a whole, and the individual parcels comprising the Dominant Tenement.

2. Grantor acknowledges and agrees that it does not object to the following acts by Grantee: i) separate conveyance of legal parcels that encompass the Dominant Tenement; and ii) construction of legal improvements upon such parcels including, without limitation, residential dwellings and ancillary structures consistent with the County of Santa Barbara's Land Use and Development Code, related ordinances, and other applicable law. Nothing herein is to be construed or understood as a confirmation, guarantee or representation of the availability of water service to any residential dwelling or ancillary structure constructed by Grantee.



3. The easement granted in this Agreement is an easement for ingress, egress, access, drainage and public and private utility purposes over, under, across and through the Servient Tenement ("**New Granted Easement**").

4. The New Granted Easement shall be of a variable width, measuring no less than twenty feet (20') wide and no more than thirty five feet (35') wide with the exception of the roadway split where the width may exceed thirty five feet (35'). The specific location and extent of the New Granted Easement is more specifically described in **Exhibit C**, which is incorporated herein by this reference and attached hereto, and consists of both a legal description (**Exhibit C-1**) and a diagram of the New Granted Easement (**Exhibit C-2**).

5. The New Granted Easement shall include the following incidental rights as to the Servient Tenement: the Grantee has the right to enter on the Servient Tenement to improve, pave and otherwise surface or resurface the roadway, install, replace or repair public or private utility facilities serving the Dominant Tenement, install drainage culverts, ditches, drainage facilities and/or retaining walls related to the New Granted Easement, extend slopes of cuttings and fills related to the New Granted Easement, install plants and landscaping, make any other improvements consistent with the exercise of the easement rights granted herein. Such improvements may occur outside the New Granted Easement, as reasonably necessary, with prior approval from the Grantor as provided herein. In exercising these incidental rights, including but not limited to any exercise of rights that occurs outside the New Granted Easement, Grantee must first provide applicable County of Santa Barbara permit documentation and engineer approved plans to the Grantor to support the review and approval of Grantor, which approval shall not be unreasonably withheld or delayed. Grantee shall not, under any circumstances, make improvements to infrastructure owned by the Grantor inside or outside of the New Granted Easement.

6. At its sole cost, Grantee has the right to improve the New Granted Easement in order to conform to the requirements of the County of Santa Barbara, the Grantor, or any other governmental or quasi-governmental agency or department (the "**Governmental Requirements**"). All such work shall be first approved by the entity responsible for imposing and enforcing the Governmental Requirements, as necessary, and shall be performed by a duly licensed contractor in a good and workmanlike manner.

7. The maintenance and repair costs of the New Granted Easement shall be borne exclusively by Grantor, and such maintenance and repair does not have to be

consistent with Governmental Requirements, until such time as Grantee exercises its right herein to complete improvement of the New Granted Easement (or sections thereof) to be consistent with the Governmental Requirements. Upon the completion of Grantee's improvement of the New Granted Easement (or sections thereof), each Party shall bear a share of the overall maintenance and repair costs as described herein. For purposes of allocation of repair and maintenance costs, the New Granted Easement shall be divided into five sections as graphically depicted and described in **Exhibit D**, which is attached hereto and incorporated herein. The allocation of repair and maintenance costs of the five sections, upon completion of each section, shall be as follows:

- Area 1: Grantor 1/12 and Grantee 11/12;
- Area 2: Grantor 1/4 and Grantee 3/4;
- Area 3: Grantor 1/8 and Grantee 7/8;
- Area 4: Grantee is allocated full responsibility; and,
- Area 5: Grantee is allocated full responsibility.

Upon completion, the New Granted Easement (or sections thereof) shall be maintained in conformance with appropriate Governmental Requirements for fire department access and in a good and safe condition typical for residential roadways having a comparable use component in similar locations within the County of Santa Barbara. The roadway shall comply, at a minimum, with the Montecito Fire Protection District *Fire Protection Plan* requirements for private roads and driveways.

8. The Parties shall meet and confer annually, on or about the yearly anniversary of the Effective Date of this Agreement (or at any other mutually agreed upon time), to determine the extent and nature of the maintenance and repair work, if any, to be performed over the following year that is necessary and appropriate to maintain the New Granted Easement in accordance with the aforementioned standard and to formulate a budget for such maintenance and repairs.

9. In the event any damage occurs to the New Granted Easement attributable solely to a Party, including by reason of the agents, invitees, contractors, subcontractors, workers, suppliers, or employees of that Party, then the responsible Party shall promptly repair the damage or reimburse the other Party for the reasonable cost of repairs.

10. The New Granted Easement is nonexclusive. Grantor may utilize the New Granted Easement and/or grant similar non-exclusive easements for ingress and egress over the New Granted Easement to third parties on such terms and conditions

desired by Grantor which do not unreasonably interfere with Grantee's use thereof. Grantor retains the right to use the Servient Tenement and the New Granted Easement in any manner that does not unreasonably interfere with the New Granted Easement.

11. Grantee hereby releases, and quitclaims all right, title and interest to the Previously Granted Easement and the As Travelled Easement. Grantor hereby releases, and quitclaims all right, title and interest to the Previously Granted Easement.

12. This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Grantor and Grantee in order to benefit and burden the land owned by each of them, and the obligations herein shall be covenants running with the land.

13. This Agreement shall be construed as though all Parties have participated equally in its drafting and shall be interpreted, whenever possible, to make it valid and effective.

14. The Parties agree to execute, deliver, and cooperate on request, such other documents or instruments as may be reasonably necessary or useful in carrying-out the intent of the Parties in entering into this Agreement.

15. If any legal action or proceeding arising out of or relating to this Agreement is brought by either Party to this Agreement, the prevailing Party shall be entitled to receive from the other Party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in this action or proceeding by the prevailing Party. Venue for such action or proceeding shall be in the County of Santa Barbara.

16. Grantee agrees to indemnify and hold Grantor free and harmless from any cost, damage, expense or liability arising by reason of the use of the New Granted Easement by Grantee or the agents, servants, employees, invitees, successors or assigns of Grantee. The indemnity herein includes the active defense of any claim filed against Grantor for which indemnity is given hereunder with counsel chosen by Grantor.

17. The individuals who have executed this Agreement on behalf of the Parties represent that they are duly authorized to do so, that they have done so with the requisite power, authority, and approval, and that this Agreement is binding on the Parties.

18. This Agreement may be executed in counterparts and together shall be construed and considered as one document.

*(Balance of this page is intentionally left blank.)*

Executed and effective on the day and year first above written.

**GRANTOR:**

**Montecito Water District, a County Water District organized pursuant to California Water Code section 30,000 *et seq***

  
By: W. Douglas Morgan  
Its: President

  
By: Nick Turner  
Its: General Manager/Secretary

**GRANTEE:**

**Mary Kay Robinson, Trustee of the Mary K. Robinson Living Trust dated December 10, 1973**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT LIST:**

- Exhibit A – Legal Description of Servient Tenement
- Exhibit B – Legal Description of Dominant Tenement
- Exhibit C-1 – Legal Description of New Granted Easement
- Exhibit C-2 – Map of New Granted Easement
- Exhibit D – Map of Sections for Allocating Repair and Maintenance Costs

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Santa Barbara )

On March 29, 2018 before me, Lois R. Werner, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared W. Douglas Morgan  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s); or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Lois R. Werner  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

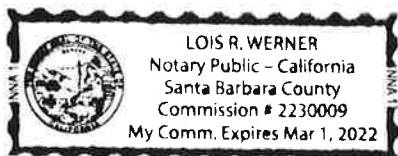
State of California )  
 County of Santa Barbara )

On March 29, 2018 before me, Lois R. Werner, Notary Public,  
*Date Here Insert Name and Title of the Officer*  
 personally appeared Nicholas Turner  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

*Lois R. Werner*  
 Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
 Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of the document.

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SANTA BARBARA)

On \_\_\_\_\_, 2018, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of the document.

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SANTA BARBARA)

On \_\_\_\_\_, 2018, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

**Notary Public**

(Seal)



**EXHIBIT A**

**LEGAL DESCRIPTION OF SERVIENT TENEMENT**

**EXHIBIT A**

ALL THAT REAL PROPERTY SITUATED, LYING AND BEING IN THE COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS, TO WIT:

Beginning at the southwest corner of the parcel of land conveyed by The Bothin Helping Fund to Annie Clifton Hughes, by deed dated January 7, 1921, recorded in Book 185, page 228 of Deeds, in the Santa Barbara County Records, said point also being the westerly end of the 5th course of the parcel of land conveyed to Annie Clifton Hughes by deed recorded in Book 185, page 228 of Deeds in the Santa Barbara County Records; said point also being on the center line of Mountain Drive as described in deed to the County of Santa Barbara, recorded in Book 168, Page 380 of Deeds in the Santa Barbara County Records, thence 1st, north 9°47' west 135.5 feet along the center of a paved ravine to a small hole in the concrete floor near the center of said paved ravine; thence 2nd, north 0°38' west 120.8 feet along the general course of said ravine to a letter "A" on a boulder; thence 3rd, north 12°15' east 254.89 feet up the general course of said ravine to a ½ inch iron pipe; thence 4th, north 19°23' west 92.8 feet up the general course of said ravine to an "F" on a rock; thence 5th, north 50°19' west leaving said ravine 89.82 feet to a 1 inch survey pipe set at the beginning of a circular curve whose radial center bears south 81°30'45" west; thence 6th, following along the arc of said circular curve 127.10 feet in a northwesterly direction, said circular curve having a delta of 82°03'50", a radius of 88.74 feet, the long chord of which bears north 49°31'10" west 116.51 feet to a one inch survey pipe marked "MCWD" set at the end of said circular curve.

The radial center from the end of said circular curve bears south 0°33'05" east; thence 7th, south 50°13'15" west 110.16 feet to a one inch pipe set at the end of same, marked "MCWD"; thence 8th, south 61°32'15" west 97.54 feet to a one inch pipe set at the end of same, marked "MCWD"; thence 9th, south 54°35'15" west 98.74 feet to a one inch pipe set at the end of same, marked "MCWD"; thence 10th, south 38°06'45" west 105.94 feet to a one inch pipe set at the end of same, marked "MCWD"; thence 11th, south 37°51'30" east 602.07 feet to an iron pipe found on the center line of Mountain Drive; thence 12th, north 53°21'30" east 51.53 feet along the center line of Mountain Drive, said point being the westerly end of the 6th course of property described in a deed from Henry Bothin et ux, to the County of Santa Barbara, California, dated June 27, 1918, and recorded in Book 168, Page 380 of Deeds, Santa Barbara County Records; thence 13th, south 71°14' east 67.83 feet along the center line of Mountain Drive to the point of beginning, containing 4.75 acres more or less.

**EXHIBIT B**

**LEGAL DESCRIPTION OF DOMINANT TENEMENT**

## EXHIBIT B

### Parcel One:

All that portion of the Northwest Quarter of the Southeast Quarter of Section 1, Township 4 North, Range 27 West, San Bernardino Base and Meridian, in the County of Santa Barbara, State of California, according to the Official Plat of said land filed in the District Land Office, lying North of Mountain Drive.

EXCEPTING THEREFROM that portion conveyed in the deed from Henry E. Bothin and Ellen Chabot Bothin, his wife, to the Bothin Helping Fund, a Corporation, dated August 30, 1920 and recorded in Book 186, Page 487 of Deeds.

ALSO EXCEPTING THEREFROM that portion conveyed in deed to Bothin Helping Fund, a Corporation, dated July 30, 1924 and recorded in Book 42, Page 313 of Official Records.

ALSO EXCEPTING THEREFROM that portion thereof described in Amended Order of the Superior Court of the State of California, in and for the County of Marin, a certified copy of which was recorded August 8, 1931 in Book 234, Page 487 of Official Records.

ALSO EXCEPTING THEREFROM portion thereof described in the deed to the Montecito County Water District, recorded May 29, 1950 in Book 920, Page 15 of Official Records.

Said land is described in Certificate of Compliance recorded June 6, 2002 as Instrument No. 2002-0055369 of Official Records.

### Parcel Two:

The Southwest Quarter of the Northeast Quarter of Section 1, Township 4 North, Range 27 West, San Bernardino Base and Meridian, in the County of Santa Barbara, State of California, according to the Official Plat of said land filed in the District Land Office, May 21, 1875.

EXCEPT that portion conveyed to the Bothin Helping Fund, a Corporation, by deed recorded August 5, 1924 as Instrument No. 564 in Book 42, Page 313 of Official Records.

Said land is described in Certificate of Compliance recorded June 6, 2002 as Instrument No. 2002-0055358 of Official Records.

### Parcel Three:

All that portion of the Southwest Quarter of the Southeast Quarter of Section 1, Township 4 North, Range 27 West, San Bernardino Base and Meridian, in the County of Santa Barbara, State of California, according to the Official Plat of said land filed in the District Land Office;

bounded on the West by the West line of said Southeast Quarter;

bounded on the South by the Northerly line of the land described in the deed to George E. Coleman, recorded March 24, 1893 in Book 34, Page 610 of Deeds;

bounded on the East by the Westerly line of the land described as Parcel One in the deed to the Montecito County Water District, a public corporation, recorded May 29, 1950 as Instrument No. 7438 in Book 920, Page 15 of Official Records;

bounded on the North by the Southerly line of the land described in the deed to the Bothin Real Estate Company, a Corporation, recorded August 20, 1932 as Instrument No. 5598 in Book 270, Page 58 of Official Records.

Said land being the same parcel described as Parcel "B" in a deed to the Bothin Real Estate Company

## EXHIBIT B (CONTINUED)

recorded December 14, 1965 in Book 2132, Page 870 of Official Records.

Said land is described in Certificate of Compliance recorded June 6, 2002 as Instrument No. 2002-0055368 of Official Records.

**Parcel Four:**

An easement for road and public utility purposes as reserved and described in that certain "Deed" executed by Bothin Real Estate Company, a California corporation to Montecito County Water District, a public corporation, recorded May 29, 1950 as Instrument No. 7438 in Book 920, Page 15 Official Records.

APN: 013-010-17, 013-040-40 & 41, 013-060-01

**EXHIBIT C - 1**

**LEGAL DESCRIPTION OF NEW GRANTED EASEMENT**

**EXHIBIT C-1**

**(LEGAL DESCRIPTION)**

PORTION OF THE LAND GRANTED TO THE MONTECITO COUNTY WATER DISTRICT A PUBLIC CORPORATION IN THE DEED RECORDED MAY 29 1950 IN BOOK 920 AT PAGE 15 OF OFFICIAL RECORDS OF THE COUNTY OF SANTA BARBARA STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTH CORNER OF THE LAND DESCRIBED IN SAID DEED AS MARKED BY A GALVANIZED BOAT SPIKE AND WASHER STAMPED "LS 4285" FROM WHICH A ½" IRON PIPE BEARS S50° 01' 01" W 110.03';

THENCE S50° 01' 01" W A DISTANCE OF 0.06' TO THE TRUE POINT OF BEGINNING OF THIS EASEMENT;

THENCE WITH A NON-TANGENT CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 8.05' WITH A RADIUS OF 24.00' WITH A CHORD BEARING OF S 57°57'43" E WITH A CHORD LENGTH OF 8.01';

THENCE S 67°34'18" E A DISTANCE OF 14.07';

THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 88.55' WITH A RADIUS OF 100.00' WITH A CHORD BEARING OF S 42°12'18" E WITH A CHORD LENGTH OF 85.68';

THENCE S 16°50'18" E A DISTANCE OF 46.03';

THENCE S 61°50'18" E A DISTANCE OF 21.21';

THENCE S 16°50'18" E A DISTANCE OF 52.51';

THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 8.77' WITH A RADIUS OF 175.00' WITH A CHORD BEARING OF S 15°24'09" E WITH A CHORD LENGTH OF 8.77';

THENCE S 31°13'44" W A DISTANCE OF 22.22';

THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 28.61' WITH A RADIUS OF 160.00' WITH A CHORD BEARING OF S 03°13'40" E WITH A CHORD LENGTH OF 28.57';

THENCE S 01°53'40" W A DISTANCE OF 105.70';

THENCE S 43°06'20" E A DISTANCE OF 21.21';

THENCE S 01°53'40" W A DISTANCE OF 15.79';

THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 29.36' WITH A RADIUS OF 175.00' WITH A CHORD BEARING OF S 06°42'00" W WITH A CHORD LENGTH OF 29.32';

THENCE S 11°30'20" W A DISTANCE OF 9.58';

THENCE S 56°30'20" W A DISTANCE OF 21.21';

THENCE S 11°30'20" W A DISTANCE OF 15.47';

THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 122.09' WITH A RADIUS OF 290.00' WITH A CHORD BEARING OF S 00°33'18" E WITH A CHORD LENGTH OF 121.19';

THENCE S 12°36'55" E A DISTANCE OF 140.35';

THENCE N 71°22'00" W A DISTANCE OF 23.39';

THENCE N 12°36'55" W A DISTANCE OF 128.21';

THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 14.48' WITH A RADIUS OF 310.00' WITH A CHORD BEARING OF N 11°16'37" W WITH A CHORD LENGTH OF 14.48';

THENCE N 65°48'22" W A DISTANCE OF 51.80';

THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 46.11' WITH A RADIUS OF 93.68' WITH A CHORD BEARING OF S 80°23'41" W WITH A CHORD LENGTH OF 45.65';

THENCE WITH A COMPOUND CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 45.63' WITH A RADIUS OF 38.00' WITH A CHORD BEARING OF S 31°53'44" W WITH A CHORD LENGTH OF 42.93';

THENCE S 02°30'07" E A DISTANCE OF 51.92';

THENCE N 37°54'24" W A DISTANCE OF 34.52';

THENCE N 02°30'07" W A DISTANCE OF 23.78';

THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 12.51' WITH A RADIUS OF 58.00' WITH A CHORD BEARING OF N 03°40'43" E WITH A CHORD LENGTH OF 12.49';

THENCE WITH A COMPOUND CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 38.45' WITH A RADIUS OF 98.81' WITH A CHORD BEARING OF N 68°43'11" W WITH A CHORD LENGTH OF 38.20';

THENCE N 57°34'25" W A DISTANCE OF 7.42';

THENCE N 37°54'24" W A DISTANCE OF 59.43';

THENCE S 57°34'25" E A DISTANCE OF 63.38';

THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 34.15' WITH A RADIUS OF 78.81' WITH A CHORD BEARING OF S 69°59'11" E WITH A CHORD LENGTH OF 33.88';

THENCE WITH A REVERSE CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 36.64' WITH A RADIUS OF 58.00' WITH A CHORD BEARING OF N 48°11'35" E WITH A CHORD LENGTH OF 36.04';

THENCE WITH A COMPOUND CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 91.28' WITH A RADIUS OF 113.68' WITH A CHORD BEARING OF N 89°17'47" E WITH A CHORD LENGTH OF 88.85';

THENCE N 61°30'51" E A DISTANCE OF 8.25';



THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 78.81' WITH A RADIUS OF 310.00' WITH A CHORD BEARING OF N 04°13'19" E WITH A CHORD LENGTH OF 78.60';

THENCE N 11°30'20" E A DISTANCE OF 40.05';

THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 23.48' WITH A RADIUS OF 140.00' WITH A CHORD BEARING OF N 06°42'00" E WITH A CHORD LENGTH OF 23.46';

THENCE N 01°53'40" E A DISTANCE OF 136.49';

THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 45.77' WITH A RADIUS OF 140.00' WITH A CHORD BEARING OF N 07°28'19" W WITH A CHORD LENGTH OF 45.57';

THENCE N 16°50'18" W A DISTANCE OF 113.55';

THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 70.84' WITH A RADIUS OF 80.00' WITH A CHORD BEARING OF N 42°12'18" W WITH A CHORD LENGTH OF 68.55';

THENCE N 67°34'18" W A DISTANCE OF 14.07';

THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 17.69' WITH A RADIUS OF 44.00' WITH A CHORD BEARING OF N 56°03'15" W WITH A CHORD LENGTH OF 17.57';

THENCE N 50°01'01" E A DISTANCE OF 20.12';

TO THE TRUE POINT OF BEGINNING.

THE SIDE LINES OF THIS EASEMENT ARE TO BE EXTENDED OR SHORTENED AS NECESSARY TO FULLY CONNECT WITH THE NORTHERLY AND SOUTHWESTERLY LINES OF THE LAND CONVEYED BY SAID DEED AND EXTENDED TO FULLY CONNECT WITH THE NORTHERLY LINE OF THE PUBLIC ROAD RIGHT OF WAY KNOWN AS EAST MOUNTAIN DRIVE. THIS EASEMENT IS TO BE HELD AT A MINIMUM OF 20' WIDE AT ANY POINT.

-END OF DESCRIPTION-

Prepared by L. Paul Cook PLS 4285  
L. P. Cook and Company Inc.  
831 State St. #202  
Santa Barbara CA 93101  
805-966-5105

J.N. 1882.02H

**EXHIBIT C – 2**

**MAP OF NEW GRANTED EASEMENT**

# EXHIBIT C-2

NOT TO SCALE

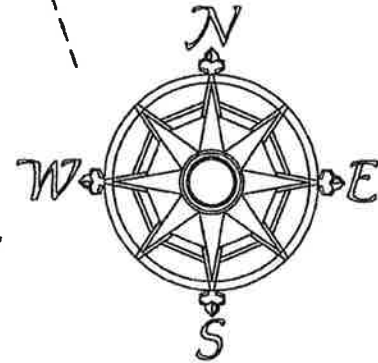
LOT CORNER—SET GALVANIZED BOAT  
SPIKE & WASHER "LS 4285" AT LOT CORNER  
POINT OF BEGINNING

LOT 1

NOT A PART  
APN 013-040-002

LOT 2

LOT 3



SUBJECT EASEMENT

SEE PAGE 2 FOR LINE  
& CURVE TABLES

EAST MOUNTAIN

DR.

PREPARED BY:

**L.P. COOK  
& COMPANY, Inc.**

Land Surveying  
Mapping & Digital Graphics  
1029 State Street, Santa Barbara, CA 93101  
(805) 966-5105

J.N. 1882.00H

PAGE 1 OF 2

# EXHIBIT

## C-2 CONTINUED

| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| L1   | S 67°34'18" E | 14.07'   |
| L2   | S 16°50'18" E | 46.03'   |
| L3   | S 61°50'18" E | 21.21'   |
| L4   | S 16°50'18" E | 52.51'   |
| L5   | S 31°13'44" W | 22.22'   |
| L6   | S 01°53'40" W | 105.70'  |
| L7   | S 43°06'20" E | 21.21'   |
| L8   | S 01°53'40" W | 15.79'   |
| L9   | S 11°30'20" W | 9.58'    |
| L10  | S 56°30'20" W | 21.21'   |
| L11  | S 11°30'20" W | 15.47'   |
| L12  | S 12°36'55" E | 140.35'  |
| L13  | N 71°22'00" W | 23.39'   |
| L14  | N 12°36'55" W | 128.21'  |
| L15  | N 65°48'22" W | 51.80'   |
| L16  | S 02°30'07" E | 51.92'   |
| L17  | N 37°54'24" W | 34.52'   |
| L18  | N 02°30'07" W | 23.78'   |
| L19  | N 57°34'25" W | 7.42'    |
| L20  | N 37°54'24" W | 59.43'   |
| L21  | S 57°34'25" E | 63.38'   |
| L22  | N 61°30'51" E | 8.25'    |
| L23  | N 11°30'20" E | 40.05'   |
| L24  | N 01°53'40" E | 136.49'  |
| L25  | N 16°50'18" W | 113.55'  |
| L26  | N 67°34'18" W | 14.07'   |
| L27  | N 50°01'01" E | 20.12'   |

| CURVE | ARC LENGTH | RADIUS  | DELTA ANGLE | RADIAL BEARING-IN | RADIAL BEARING-OUT |
|-------|------------|---------|-------------|-------------------|--------------------|
| C1    | 8.05'      | 24.00'  | 19°13'11"   | N 41°38'53" E     | N 22°25'42" E      |
| C2    | 88.55'     | 100.00' | 50°44'01"   | S 22°25'42" W     | S 73°09'42" W      |
| C3    | 8.77'      | 175.00' | 2°52'16"    | S 73°09'42" W     | S 76°01'59" W      |
| C4    | 28.61'     | 160.00' | 10°14'40"   | S 81°39'00" W     | N 88°06'20" W      |
| C5    | 29.36'     | 175.00' | 9°36'40"    | N 88°06'20" W     | N 78°29'40" W      |
| C6    | 122.09'    | 290.00' | 24°07'15"   | S 78°29'40" E     | N 77°23'05" E      |
| C7    | 14.48'     | 310.00' | 2°40'36"    | N 77°23'05" E     | N 80°03'40" E      |
| C8    | 46.11'     | 93.68'  | 28°12'14"   | S 04°29'48" W     | S 23°42'26" E      |
| C9    | 45.63'     | 38.00'  | 68°47'40"   | S 23°42'26" E     | N 87°29'53" E      |
| C10   | 12.51'     | 58.00'  | 12°21'39"   | N 87°29'53" E     | S 80°08'27" E      |
| C11   | 38.45'     | 98.81'  | 22°17'32"   | N 10°08'03" E     | N 32°25'35" E      |
| C12   | 34.15'     | 78.81'  | 24°49'31"   | N 32°25'35" E     | N 07°36'04" E      |
| C13   | 36.64'     | 58.00'  | 36°11'57"   | S 59°54'23" E     | S 23°42'26" E      |
| C14   | 91.28'     | 113.68' | 46°00'27"   | S 23°42'26" E     | S 22°18'00" W      |
| C15   | 78.81'     | 310.00' | 14°34'00"   | N 86°56'19" E     | S 78°29'40" E      |
| C16   | 23.48'     | 140.00' | 9°36'40"    | N 78°29'40" W     | N 88°06'20" W      |
| C17   | 45.77'     | 140.00' | 18°43'57"   | N 88°06'20" W     | S 73°09'42" W      |
| C18   | 70.84'     | 80.00'  | 50°44'01"   | S 73°09'42" W     | S 22°25'42" W      |
| C19   | 17.69'     | 44.00'  | 23°02'07"   | N 22°25'42" E     | N 45°27'49" E      |

PREPARED BY:

**L.P. COOK**  
**& COMPANY, Inc.**

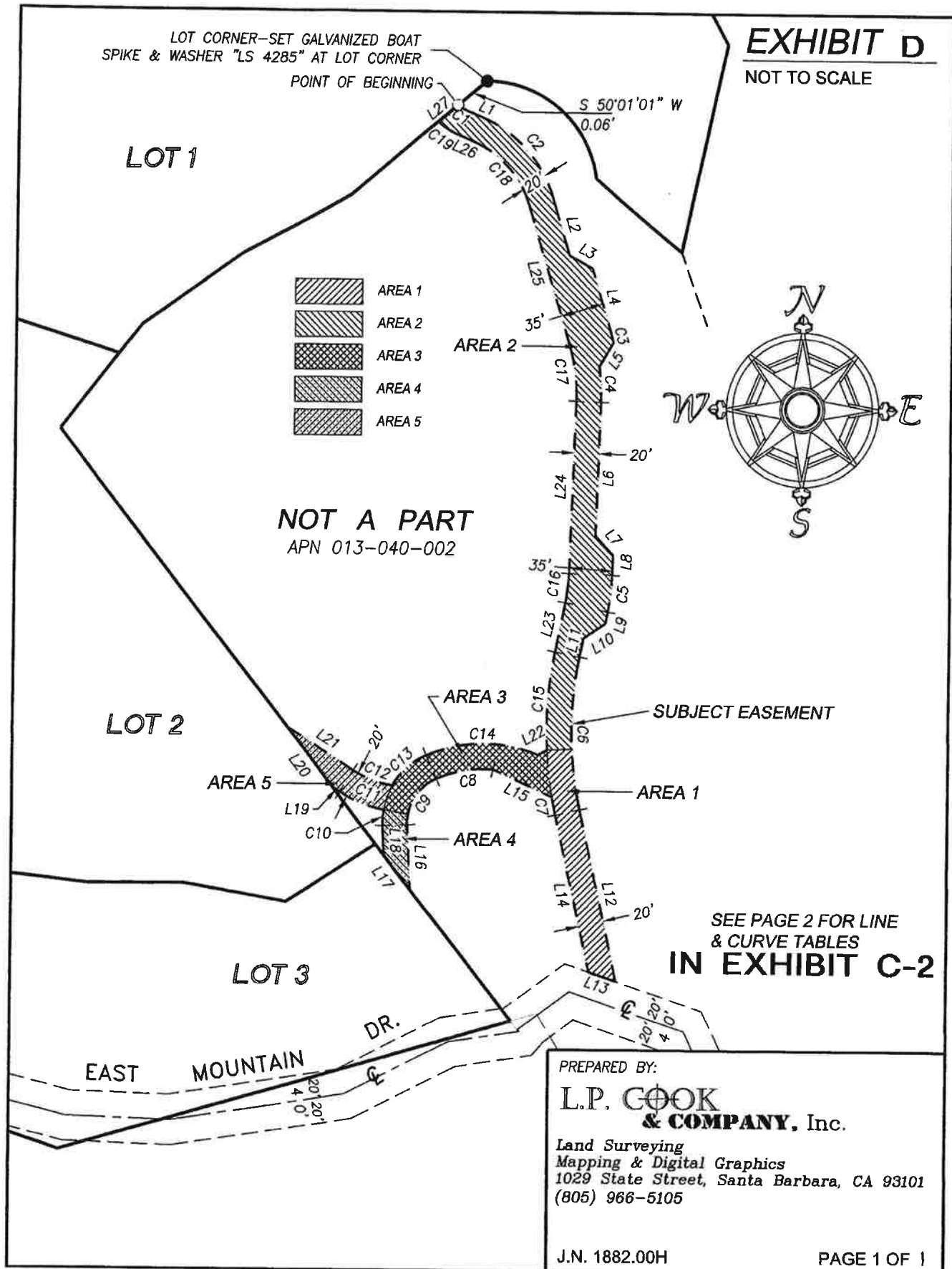
Land Surveying  
Mapping & Digital Graphics  
1029 State Street, Santa Barbara, CA 93101  
(805) 966-5105

J.N. 1882.00H

PAGE 2 OF 2

**EXHIBIT D**

**MAP OF SECTIONS FOR ALLOCATING REPAIR AND MAINTENANCE COSTS**



# Agenda Item #8








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## STAFF REPORT

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**To:** Montecito Fire Protection District Board of Directors  
**From:** Brian Fallon, Fire Chief  
**Prepared by:** Anthony Hudley, Division Chief  
**Date:** August 24, 2026  
**Topic:** Retention of Keith Turcot, 5 Bar Engineering, LLC

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### Summary

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Keith Turcot, principal of 5 Bar Engineering, LLC, continues to provide consulting services for the District's VHF public safety radio system upgrade, which has been identified and funded in the Fiscal Year 2024-2025 budget. Due to the complexity and ongoing nature of the project, staff anticipates that Mr. Turcot's consulting services will exceed \$20,000. Therefore, it is necessary to enter into a Professional Services Agreement with 5 Bar Engineering, LLC.

### Discussion

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The District relies on its VHF land mobile radio (LMR) system for critical public safety communications, allowing firefighters to communicate with dispatch and other responding resources through portable and apparatus-mounted radios. Although the transition to the Regional Fire Communications Center has improved resource coordination through a closest-resource response model, the District will remain dependent on the VHF radio network for the foreseeable future. Maintaining a reliable and resilient radio system is therefore essential to the District's emergency response operations.

The VHF LMR project is complex and requires continued technical support through implementation and ongoing operations. The previous scope of work included design and project oversight for converting XSB Command 7 and XSB Command 8 to a two-site, two-channel simulcast system to improve coverage and reliability. The project also includes enhancements to the voter and backhaul network, repeaters, antenna systems, equipment enclosures and supporting structures, and power systems.

Continued consulting and engineering support will be necessary to address evolving system requirements, oversee implementation, and ensure the various components are properly integrated into the existing radio network. Ongoing technical support will also help the District maintain system reliability and address future operational and technology needs as the regional communications environment continues to evolve.

Given the critical role of the VHF LMR system in emergency response, Staff anticipates the need for continued specialized radio engineering and project support beyond the initial implementation. This ongoing support will help ensure the system remains reliable, sustainable, and capable of meeting the District's operational needs for years to come.

### Conclusion:

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Staff recommends that the Board authorize the Fire Chief to enter into a Professional Services Agreement with 5 Bar Engineering, LLC.

### Attachments

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1. 5 Bar Engineering, LLC Professional Services Agreement

### Strategic Plan Reference

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Strategic Plan Goal #5: Strengthen our Infrastructure



## 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 24<sup>th</sup> day of August, 2026, by and between the Montecito Fire Protection District (“District”) and Keith Turcot, 5 Bar Engineering, LLC, a California limited liability company (“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. Principal in Charge

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

7. 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.

8. 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.

9. Term of Agreement

Unless otherwise terminated as provided for herein, this Agreement shall begin on August 24, 2026, and expire upon the completion of the Scope of Services contained in Exhibit A.

10. 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.

11. Compensation

a. District agrees to pay Consultant \$330.00 per hour for services provided under this Agreement.

b. District shall reimburse Consultant for approved expenses under this Agreement.

c. Consultant shall provide District with a monthly invoice delineating the time and services provided by Consultant to District.

d. 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.

e. 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.

#### 12. 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.

#### 13. 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.

#### 14. 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.

#### 15. 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.

#### 16. Limited Liability

Notwithstanding Section 15 above, District agrees to limit the liability of Consultant, its principals, employees and subconsultants, for any claim for or action covered by Section 15 above, to the sum of payments recovered from Consultant's insurance required by Section 17 of this Agreement, in addition to the required policy deductibles to be paid by Consultant.

#### 17. Insurance

Consultant shall maintain prior to the beginning of and for the duration of this Agreement, insurance coverage as specified in Exhibit B 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 5 Bar Engineering, LLC, 810 Calle Malaga, Santa Barbara, CA 93109\_\_, Attention: Keith Turcot.

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**

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Brian Fallon, Fire Chief

**CONSULTANT**

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Keith Turcot

EXHIBIT A  
SCOPE OF SERVICES

- I. Consultant shall provide services at the direction of the Fire Chief and the Division Chief - Operations.
- II. Consultant shall provide services that are anticipated but not limited to the District land mobile Public Safety radio command and tactical systems including the following:
  - 1) Evaluation, engineering, recommendations, and procurement support to improve the overall systems reliability and performance. The scope of work includes additions to, moves, and changes to the voter system, backhaul network, data network, repeaters and antenna systems, enclosures and support structures, power systems, and control and support tools, and functional testing. Consultant will oversee the acquisition of any needed materials, construction, and testing as required. Also, Consultant will review and augment related documentation as needed to facilitate proper operations and support of the system.
  - 2) Provide technical consulting services related to upgrading Districts command channels to a two-site two-channel simulcast system.
  - 3) Provide technical consulting services related to the integration between the District land mobile radio system and the County Regional Fire Communications Center.
- III. Additionally, the District may request Consultant to assist in providing emergency service as requested.

## EXHIBIT B 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 #9







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## STAFF REPORT

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**To:** Montecito Fire Protection District Board of Directors  
**From:** Brian Fallon, Fire Chief  
**Date:** August 24th, 2026  
**Topic:** Reclassification of Squad 91

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### Summary

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The Montecito Fire Protection District provides all-risk emergency services to approximately 10,000 residents, as well as the thousands of visitors who travel through and recreate within the community each year. As an all-risk fire agency, the District responds to a wide range of emergencies, including advanced life support (ALS) medical incidents, structure fires, wildland fires, technical rescues, vehicle extrications, hazardous conditions, and other emergency and public service requests. The District is equipped, trained, and staffed to effectively manage incidents of all types and complexity within its jurisdiction.

The District currently provides daily staffing for two Type I fire engines and one Advanced Life Support (ALS) paramedic squad. Engine 92 is staffed as a full-time paramedic engine, while Squad 91 provides uninterrupted ALS support and responds to every medical aid incident within the District. In addition to medical emergencies, Squad 91 is utilized on structure fires, wildland fires, rescue incidents, and other all-risk responses, making it a critical component of the District's emergency response system.

Squad 91 is currently staffed with one Firefighter and one Firefighter/Paramedic. After evaluating operational demands, response capabilities, and the District's long-term staffing objectives, the Fire District is seeking to reclassify Squad 91 to an Engineer and Firefighter/Paramedic staffing model. This proposed change is intended to enhance operational leadership, improve supervisory capacity during emergency incidents, increase staffing flexibility, and better position the District to meet current and future service demands while maintaining the high level of service expected by the community.

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### Discussion

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The Fire District is seeking to reclassify the staffing model for Squad 91 from its current dual Firefighter/Paramedic configuration to an Engineer and Firefighter/Paramedic configuration. Following a review of the District's operational needs, succession planning, and long-term staffing objectives, the District has determined that this reclassification will strengthen emergency response operations while providing meaningful organizational and service enhancements. The proposed change is intended to improve incident management, increase operational depth, and position the District to meet both current and future service demands without changing the primary mission of the squad.

The addition of an Engineer to Squad 91 will enhance the District's ability to provide experienced leadership during emergency incidents while increasing supervisory support within the station and throughout daily operations. The Engineer position brings additional technical expertise, decision-making capability, and operational oversight that will benefit both emergency response personnel and the community served by the District.

The proposed staffing model provides several operational benefits, including:

- Provides an additional layer of experience and on-scene leadership, enhancing the quality and effectiveness of emergency response.
- Increases supervisory support both in the station and at emergency incidents, improving accountability, coordination, and crew development.
- Strengthens operational decision-making through the addition of an experienced company officer-level position focused on apparatus operations and incident support.
- Improves staffing flexibility by creating a more balanced distribution of ranks across the organization, allowing for greater adaptability in daily staffing assignments.
- Enhances the District's ability to implement Type VI cross-staffing when operationally necessary, improving resource utilization and response capabilities.
- Establish a foundation for future operational growth by creating a staffing model that can readily support the addition of a third engine company should the District determine that expanded service capacity is warranted.

Implementation of this reclassification will require the creation of three additional Engineer positions to provide continuous staffing for Squad 91. The District currently maintains an active promotional eligibility list consisting of qualified personnel who have successfully completed the promotional process and met the requirements for appointments. The District intends to promote three individuals from the existing eligibility list to fill these positions, allowing the reclassification to be implemented efficiently while recognizing and utilizing the experience and qualifications of current District personnel.

#### **Fiscal Impact**

- The estimated fully burdened annual cost for each additional Engineer position is approximately \$73,000.
- With implementation beginning in January 2027, the estimated 26/27 fiscal year cost would be approximately \$36,500 per position, representing a partial-year expenditure.
- Beginning with the FY 2027–2028 budget (July 2027), the District would realize the full annual cost of approximately \$73,000 per position.

#### **Proposed Implementation Timeline**

- August 24, 2026: Present and discuss the proposed reclassification with the Board of Directors.
- September 2026: Consider approval of the reclassification as part of the adoption of the District's Final Budget.
- January 2027: Implement the new staffing model by promoting three qualified candidates from the District's existing Engineer promotional eligibility list.

#### **Conclusion**

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Staff recommends that the Board approve the Fire Chief to create three Engineer positions on Squad 91, effective January 2027.

#### **Attachments**

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1. Financial summary for three engineer positions
2. Squad 91 Reclassification Plan

#### **Strategic Plan Reference**

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

Strategic Plan Goal 6: Develop exceptional employees

**New Positions - Engineers for Squad 91****Total Cost for 3 New Position**

| <b>Position</b>                          | <b>Current<br/>Monthly<br/>Total</b> | <b>New Monthly<br/>Total</b> | <b>Monthly<br/>Incremental<br/>Change</b> |
|------------------------------------------|--------------------------------------|------------------------------|-------------------------------------------|
| Firefighter to Engineer Promotion (+12%) | 13,612                               | 15,245                       | <b>1,633.44</b>                           |
| Medicare Tax (1.45%)                     |                                      |                              | <b>23.68</b>                              |
| Worker's Comp Rate (7.34%)               |                                      |                              | <b>119.89</b>                             |
| CalPERS Pension Contribution (15.37%)    |                                      |                              | <b>251.06</b>                             |
| <b>Total Monthly Impact for 1 Person</b> |                                      |                              | <b>2,028.08</b>                           |

|                                         |                  |
|-----------------------------------------|------------------|
| <b>Total Annual Impact for 3 People</b> | <b>73,010.85</b> |
|-----------------------------------------|------------------|



## Squad 91 Reclassification Plan



June 2026



MONTECITO FIRE DEPARTMENT

An Independent Fire District

## Executive Summary

The purpose of this Reclassification Plan is to proactively address current service demands while advancing the District's adopted mission of maintaining a culture of continuous improvement focused on protecting and serving the Montecito community. Through the evaluation of anticipated workforce attrition, the Fire District has identified an opportunity to enhance service delivery, improve organizational efficiency, and strengthen succession planning to support the District's long-term operational needs.

The District anticipates significant personnel changes over the next several years due to expected retirements and existing vacancies. These personnel transitions create an opportunity to evaluate current staffing models and implement organizational improvements that will enhance emergency response capabilities while maintaining fiscal responsibility.

In conjunction with anticipated retirements and the filling of existing vacancies, the District proposes the reclassification of three Firefighter positions to Engineer positions. This reclassification would allow Squad 91 to transition from its current staffing model of Firefighter and Firefighter/Paramedic to a staffing model consisting of an Engineer and Firefighter/Paramedic.

This proposal represents a strategic investment in operational effectiveness, employee development, succession planning, and community service while utilizing existing personnel resources and promotional processes.

## Background

The District operates within an all-risk emergency response model and provides fire suppression, emergency medical services, rescue operations, wildland fire response, Urban Search and Rescue, Hazardous Materials Response, and a variety of other emergency services to the community.

As emergency service demands continue to evolve, it is essential that the District regularly evaluate staffing models, promotional systems, and organizational structures to ensure resources remain aligned with operational needs.

Historically, the District has maintained a staffing structure that balances emergency response capabilities with fiscal responsibility. The District's commitment to succession planning, workforce development, and operational readiness has allowed it to maintain high service levels despite increasing demands and changing industry standards.

The anticipated workforce changes over the next several years provide a unique opportunity to strengthen the organization while addressing known operational concerns and preparing for future challenges.

## **Identified Organizational Needs**

The District anticipates losing personnel through natural attrition during the 2026-2027 fiscal year and beyond. The resulting vacancies will require a coordinated hiring and promotional process to ensure continuity of service and adequate staffing levels.

Rather than viewing these vacancies solely as positions to be replaced, the District views this period as an opportunity to strategically align staffing resources with operational objectives and future organizational needs.

The proposed staffing adjustments are intended to accomplish several objectives:

- Maintain adequate staffing levels throughout the organization.
- Strengthen succession planning efforts.
- Improve operational flexibility.
- Increase supervisory presence within field operations.
- Enhance emergency response capabilities.
- Improve training and mentorship opportunities.
- Ensure qualified personnel are available to operate specialized apparatus.
- Merit-based promotional opportunities for District personnel.

## **District Hiring and Promotional Strategy**

The District anticipates initiating a hiring process during late 2026, with appointments expected during the first quarter of 2027.

The hiring process will be conducted through the District's established recruitment and selection procedures, which are designed to identify highly qualified candidates capable of meeting the District's operational expectations and service standards.

The District has historically managed hiring and promotional processes internally with support from both internal and external evaluators. This approach ensures transparency, consistency, and credibility throughout the process.

To support succession planning, the District regularly conducts promotional examinations for both Engineer and Captain classifications. Maintaining active promotional eligibility lists provides organizational stability and allows vacancies to be filled efficiently when they occur.

The District currently maintains active promotional lists for both classifications and intends to utilize those lists to fill anticipated vacancies. This approach minimizes delays, reduces recruitment costs, and ensures qualified candidates are readily available to assume increased responsibilities.

## **Squad 91 Reclassification Analysis**

### **Current Operational Model**

Squad 91 currently responds to nearly every medical aid incident within the District and regularly participates in a wide range of emergency responses.

In addition to medical responses, Squad 91 serves as an all-risk emergency response resource capable of supporting fire suppression, rescue incidents, public assistance calls, and other emergency operations. The personnel assigned to Squad 91 are also responsible for cross staffing the District's Type VI wildland fire apparatus when necessary. This responsibility introduces additional operational requirements beyond those typically associated with a traditional medical response squad.

When staffing the Type VI apparatus, personnel must possess the knowledge, skills, and abilities necessary to safely operate and pump the apparatus, troubleshoot equipment issues, and function effectively in a wildland fire environment.

Historically, the District addressed this requirement through an Engineers task book process that allowed Firefighters to become qualified operators. However, beginning in 2025, newly hired Firefighters are no longer required to complete the task book process. As a result, the District may encounter situations in which Squad 91 personnel are assigned to a Type VI apparatus without the qualifications necessary to safely and effectively operate the vehicle's pumping systems. Essentially, creating a shifting of personnel in real time as the event is occurring. This creates both operational and risk-management concerns that warrant consideration.

## **Industry Practices and Benchmarking**

Fire departments throughout California and across the nation utilize a variety of staffing models for medical response squads. Many organizations utilize a Firefighter and Firefighter/Paramedic model. This model is particularly common among agencies whose squad units focus exclusively on emergency medical response. However, the District's operational environment differs because Squad 91 is also expected to cross-staff firefighting apparatus and participate in all-risk emergency response operations.

Within Santa Barbara County, the Lompoc Fire Department staffs a comparable unit with a Firefighter and Engineer. Their model recognizes the value of assigning personnel with advanced apparatus operation skills, pump operation expertise, and greater supervisory experience to a unit that serves multiple operational functions. The District believes a similar model would provide substantial benefits to both personnel and the community it serves.

## **Operational and Organizational Benefits of Reclassification**

The proposed reclassification provides numerous operational and organizational advantages.

### **Enhanced Apparatus Operations and Safety**

Engineers receive advanced training in apparatus operation, pumping systems, troubleshooting, emergency vehicle driving, and emergency scene management. This is particularly valuable during vegetation fires and other dynamic incidents where apparatus operation plays a critical role.

Assigning an Engineer to Squad 91 ensures a qualified apparatus operator is available whenever the Type VI apparatus is placed into service.

### **Improved Supervisory Presence**

Although Engineers are not company officers, they serve as experienced operational leaders within the organization. Assigning an Engineer to Squad 91 places an additional supervisory resource in the field, increasing opportunities for coaching, mentorship, accountability, and operational oversight. During structure fire responses, Squad 91 is frequently assigned the critical role of "Two-Out" in accordance



with Cal/OSHA regulations. This assignment requires personnel to remain prepared for immediate firefighter rescue operations while supporting overall incident safety. Enhanced leadership capabilities strengthen command presence, improve crew coordination, and contribute to a safer and more effective emergency scene.

### **Expanded Training Capacity**

Engineers play a significant role in daily training activities. Adding Engineers to Squad 91 increases the District's capacity to deliver training, evaluate personnel performance, and support professional development initiatives.

### **Greater Depth of Experience**

Promoted Engineers typically possess substantial operational experience and technical expertise. Their presence on emergency incidents provides additional decision-making capability and organizational knowledge that can benefit both personnel and the public.

### **Increased Staffing Flexibility**

The proposed model would allow Engineers to rotate between Engine 91 and Squad 91 as operational needs dictate. This flexibility improves workforce utilization and creates greater resilience during staffing shortages, special assignments, and emergency incidents.

### **Improved Succession Planning**

Engineers frequently become future Company Officer candidates. Expanding the Engineer ranks strengthens the District's long-term professional-development pipeline and succession planning, while simultaneously creating greater depth of experience and exposure to mid-management principles.

### **Employee Development and Morale**

Promotional opportunities are a critical component of employee engagement and retention. Providing opportunities for advancement encourages professional growth, improves morale, and supports the District's efforts to recruit and retain high-quality personnel.

## **Staffing Comparison and Distribution of Staff**

### **Current Staffing**

- 6 Captains
- 6 Engineers
- 21 Firefighters (includes Firefighter/Paramedics)

### **Proposed Staffing**

- 6 Captains
- 9 Engineers
- 18 Firefighters (including Firefighter/Paramedics)

This staffing model has served the District effectively and has supported daily emergency response operations. However, evolving operational demands and changing qualification requirements have highlighted opportunities for improvement within the current structure.

The District remains committed to ensuring all authorized positions are staffed daily in accordance with staffing guidelines developed collaboratively between management and labor representatives.

## Current Distribution and Proposed Model

### Current Model

#### Engine 91

- Captain
- Engineer
- Firefighter
- Firefighter

#### Engine 92

- Captain
- Engineer
- Firefighter
- Firefighter/Paramedic

#### Squad 91

- Firefighter
- Firefighter/Paramedic

### Proposed Model

#### Engine 91

- Captain
- Engineer
- Firefighter
- Firefighter

#### Engine 92

- Captain
- Engineer
- Firefighter
- Firefighter/Paramedic

#### Squad 91

- **Engineer (reclassification)**
- Firefighter/Paramedic

This adjustment creates a more balanced organizational structure while increasing the number of personnel qualified to operate apparatus, supervise field operations, and support training initiatives.

## Fiscal Impact/Discussion

One of the most significant advantages of this proposal is that it relies primarily on the reclassification and promotion of existing personnel rather than the creation of entirely new positions. The proposal would convert three existing Firefighter positions into Engineer positions, resulting in a more balanced distribution of ranks throughout the organization.

The District believes this cost is reasonable given the operational, supervisory, safety, and organizational benefits that would be realized through implementation.

Furthermore, the proposed expenditure can be absorbed within projected budget forecasts and anticipated personnel transitions associated with retirements.

The proposal represents a cost-effective method of increasing service capacity and organizational resilience without requiring significant workforce expansion.

The fiscal impact is reflected in Attachment C.

## Implementation Timeline

The District proposes implementing this transition during the first quarter of 2027.

This timeline aligns with anticipated retirements, promotional opportunities, and hiring activities, allowing the transition to occur in a coordinated and efficient manner.

Implementation would include:

1. Conduct Firefighter hiring processes as needed.
2. Reclassifying designated positions from Firefighter to Engineer.
3. Reflect changes in Montecito Fire Staffing Guidelines
4. Filling anticipated vacancies through the hiring process
5. Filling reclassified positions through existing promotional lists.
6. Providing orientation and transition training as necessary.

## **Conclusion**

District staff will proceed with the proposed hiring, reclassification and promotional plan.

The anticipated retirements and existing vacancies provide a unique opportunity to strengthen the organization through strategic workforce planning. Reclassifying Squad 91 to an Engineer and Firefighter/Paramedic staffing model will enhance operational readiness, improve safety, increase supervisory presence, strengthen succession planning efforts, and provide long-term benefits to both District personnel and the community.

This strategic approach is fiscally responsible, operationally sound, and consistent with the District's mission and values to provide high-quality emergency services while preparing for future organizational needs.

## **Attachments:**

Attachment A: Engineer job description (Professional Development Guide);

Attachment B: Revised organizational chart

Attachment C: Financial (Actual)

# Attachment A:

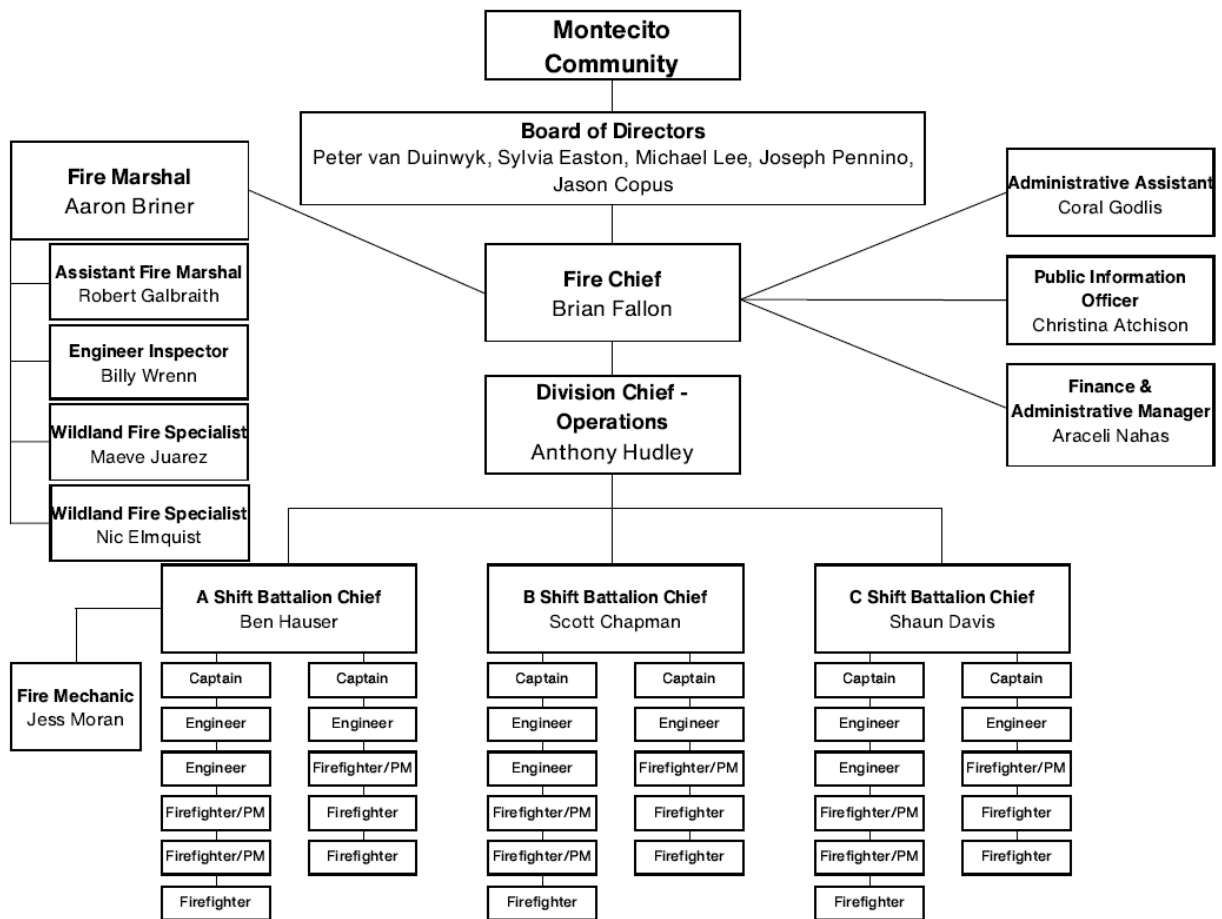
## Engineer Job Description

### Fire Engineer

|                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Overview             | <ul style="list-style-type: none"> <li>Respond to fire incidents, emergency medical calls, and other emergencies to protect life, property, and the environment.</li> <li>Participate in fire training, prevention, public education, and maintenance of stations and equipment.</li> <li>Drives and maintains fire apparatus and equipment; operates fire pump.</li> <li>Operates firefighting equipment skillfully under a variety of conditions.</li> <li>Report to the company officer or acting captain.</li> <li>Follow medical direction from Santa Barbara County EMSA protocols and the Department Medical Director.</li> <li>May be required to supervise firefighters.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Key Responsibilities | <p><b>Emergency Response:</b></p> <ul style="list-style-type: none"> <li>Respond to structure fires, wildland fires, and vehicle fires. Place fire hoses, operate fire streams, set ladders, and enter burning structures to conduct rescues and fire control. Perform salvage and overhaul operations during and after fires. Stand fire watch.</li> <li>Provide medical assistance and perform emergency medical procedures as per EMT scope of practice and Santa Barbara County EMSA protocols and document as required.</li> <li>Conduct rescues in various scenarios including vehicle accidents, injuries, trapped persons or animals, hazardous substance releases, and natural disasters. Understands rescue operations and procedures.</li> <li>Understand and apply hazardous materials operations and decontamination procedures in compliance with regulations.</li> <li>Understand and apply fireground and wildland/urban-interface command strategies and tactics.</li> <li>Understands the Incident Command System as it applies to all responses.</li> </ul> <p><b>Equipment Operation:</b></p> <ul style="list-style-type: none"> <li>Use and maintain personal protective equipment, including Self-Contained Breathing Apparatus (SCBA).</li> <li>Safely and effectively operate fire department equipment, including generators, pumps, power saws, and hydraulic tools.</li> <li>Drive and operate fire department vehicles, including fire apparatus, after proper certification and licensing.</li> <li>Maintains an extensive working knowledge of apparatus and equipment.</li> <li>Know the location of and how to use all medical equipment within the EMT or Paramedic scope of practice.</li> </ul> <p><b>Equipment Maintenance:</b></p> <ul style="list-style-type: none"> <li>Inspect fire hydrants and perform minor maintenance, clearing of area.</li> <li>Wash, polish, and perform preventive maintenance on fire apparatus, equipment, and tools.</li> <li>Maintain apparatus inventory.</li> <li>Clean and maintain fire stations and grounds.</li> </ul> <p><b>Fire Prevention and Public Relations:</b></p> <ul style="list-style-type: none"> <li>Perform business and commercial occupancy inspections and be familiar with fire prevention strategies and codes.</li> <li>Present programs and participate in public relations activities.</li> <li>Leads training related to apparatus operation including mechanical systems, troubleshooting, pumping, driving, etc.</li> </ul> |

|                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Key Responsibilities (cont)              | <b>Training, Administrative and Fitness:</b> <ul style="list-style-type: none"> <li>Engage in training, drills and classes as directed to maintain and enhance firefighting and emergency response skills.</li> <li>Possesses the basic math skills necessary for fire pump calculations, USAR shoring calculations, and other job functions.</li> <li>Complete accurate and detailed documentation for all medical interventions and fire incidents.</li> <li>Adhere to the policies, procedures, rules, and regulations of the Montecito Fire Department.</li> <li>May be assigned special projects by a chief or company officer.</li> <li>Maintain physical fitness through a self-directed program.</li> <li>Maintain a clean professional appearance and comply with Policy 1013 Conduct and Behavior.</li> </ul>                               |
| Skills and Abilities                     | <ul style="list-style-type: none"> <li>Perform competently under extreme pressure.</li> <li>Make accurate observations and rapid judgments.</li> <li>Understand and follow procedural instructions.</li> <li>Give clear oral instructions and deal effectively with the public and co-workers.</li> <li>Work cooperatively with others and contribute to a successful team.</li> <li>Prepare clear and accurate reports.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Minimum Qualifications                   | <ul style="list-style-type: none"> <li>Must have 3 years of full-time experience with the Montecito Fire Department.</li> <li>CA State FF-I and Firefighter II certification.</li> <li>Hazardous Materials First Responder – Operational.</li> <li>California EMT certification.</li> <li>CPR for the Professional Rescuer or equivalent.</li> <li>AED certification.</li> <li>Valid California Class B or C driver's license with Firefighter endorsement.</li> <li>High School Diploma or equivalent.</li> <li>No felony convictions.</li> </ul>                                                                                                                                                                                                                                                                                                    |
| Desired Qualifications                   | <ul style="list-style-type: none"> <li>California Urban Search and Rescue "Heavy" qualification.</li> <li>CA SFM Fire Inspector I certification.</li> <li>CA State Company Officer certification eligible.</li> <li>Associate of Science or Art degree.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Other Requirements                       | <ul style="list-style-type: none"> <li>Meet insurability requirements of the District's insurer.</li> <li>Accept special duty assignments and work varied shifts as needed.</li> <li>Complete a 12-month probationary period.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Physical Demands and Working Environment | <b>Physical:</b> <ul style="list-style-type: none"> <li>Frequent neck movement, simple grasping, fine finger dexterity, walking, standing, sitting, kneeling, climbing, balancing, squatting, bending, twisting at the waist, and lifting and carrying objects up to 20 lbs.</li> <li>Occasional lifting and carrying objects up to 25 lbs., running, and crawling.</li> <li>Lifting and carrying objects over 100 lbs. rarely, with or without assistance.</li> </ul> <b>Environmental:</b> <ul style="list-style-type: none"> <li>Exposure to extreme temperatures, noise, hazards from fires, hazardous materials, and biological hazards.</li> <li>Work involves 48-hour shifts with breaks, subject to emergency interruptions.</li> <li>Off-duty emergency recall.</li> <li>Work settings include fire stations and field locations.</li> </ul> |

## Attachment B: Revised Organizational Chart



## Attachment C: Financial (Actual)

### New Positions - Engineers for Squad 91

#### Total Cost for 3 New Position

| Position                                 | Current<br>Monthly<br>Total | New Monthly<br>Total | Monthly<br>Incremental<br>Change |
|------------------------------------------|-----------------------------|----------------------|----------------------------------|
| Firefighter to Engineer Promotion (+12%) | 13,612                      | 15,245               | 1,633.44                         |
| Medicare Tax (1.45%)                     |                             |                      | 23.68                            |
| Worker's Comp Rate (7.34%)               |                             |                      | 119.89                           |
| CalPERS Pension Contribution (15.37%)    |                             |                      | 251.06                           |
| <b>Total Monthly Impact for 1 Person</b> |                             |                      | <b>2,028.08</b>                  |
| <b>Total Annual Impact for 3 People</b>  |                             |                      | <b>73,010.85</b>                 |





# Agenda Item #10



## **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 July 27, 2026 at 2:00 p.m.

Director Easton called the meeting to order at 2:02 p.m.

**Present:** Director Easton, Director Lee, Director Copus. 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.)**

A Public Affairs Field Coordinator from the California Special Districts Association (CSDA), Richelle Noroyan, thanked the Board of Directors for the District's continued membership with CSDA.

- 2. Consider recommendation for approval of Financial Summary Report for Fiscal Year 2025-2026. (Strategic Plan Goal 8)**

Finance and Administrative Manager Nahas provided a staff report regarding the Financial Summary Report for Fiscal Year 2025-2026. The District remains in a positive financial position. Motion to approve the Financial Summary Report for FY 2025-26 made by Director Lee, seconded by Director Copus, and unanimously passed.

- 3. Review PARS Post-Employment Benefits Trust statements for April and May 2026.**

Finance and Administrative Manager Nahas provided a report regarding the PARS Post-Employment Benefits Trust statement for April and May 2026.

- 4. Authorize the Fire Chief to spend up to \$150,000 for the purchase of an upstaffing trailer and associated logistical equipment to support the district's east-side emergency response deployment site. (Strategic Plan Goal 3)**

Fire Chief Fallon presented a staff report authorizing the Fire Chief to spend up to \$150,000 for the purchase of an upstaffing trailer for the eastern side of the District. The upstaffing trailer will be fully implemented on September 14, 2026. Motion to authorize the Fire Chief to purchase an upstaffing trailer and associated logistical equipment, in an amount not to exceed \$150,000.00 made by Director Lee, seconded by Director Easton. The motion passed unanimously.

- 5. That the Board of Directors authorize the Fire Chief to enter into a Professional Services Agreement with Underwood Management Resources, Inc. (Strategic Plan Goal 5)**

Fire Chief Fallon presented a staff report on an agreement for professional services with Underwood Management Resources, Inc. to assist with various improvement projects. The

contract will expire on June 30, 2027, and includes a \$5 increase per hour. Motion to authorize the Fire Chief to enter into a Professional Services Agreement with Underwood Management Resources, Inc, made by Director Copus, seconded by Director Easton. The motion passed unanimously.

**6. Consider recommendation for approval of Resolution 2026-08, calling for a General District Election for the purpose of electing two Directors to terms of office and requesting consolidation of the District Election with the statewide General Election on November 3, 2026. (Strategic Plan Goal 4)**

Fire Chief Fallon provided a staff report regarding Resolution 2026-08, calling for a General District Election for the purpose of electing two Directors to terms of office and requesting consolidation of the District Election with the statewide General Election on November 3, 2026. Motion to approve Resolution 2026-08, calling for a General District Election for the purpose of electing two Directors to terms of office and requesting consolidation of the District Election with the statewide General Election on November 3, 2026 made by Director Lee, seconded by Director Easton. The roll call vote was as follows:

Ayes: M. Lee, S. Easton, J. Copus

Nays: None

Abstain: None

Absent: J. Pennino

**7. Consider declaring four AED units as surplus and authorizing the Fire Chief to donate the items as specified in the Surplus Property policy. (Strategic Goal 5)**

Fire Chief Fallon presented a staff report regarding the surplus and donation of AEDs to various agencies. Motion to declare AEDs as surplus and authorize the Fire Chief to sell, donate, or dispose of the AEDs as specified in the Surplus Property policy made by Director Copus, seconded by Director Lee, and unanimously passed.

**8. Approval of Minutes of the June 22, 2026 Regular Meeting.**

Motion to approve the minutes of the June 22, 2026 Regular meeting made by Director Lee, seconded by Director Easton, and the motion unanimously passed.

**9. Approval of Minutes of the July 13, 2026 Special Meeting.**

Motion to approve the minutes of the July 13, 2026 Special meeting made by Director Copus, seconded by Director Easton, and the motion unanimously passed.

**10. Fire Chief's report.**

Division Chief Hudley presented the Quarter 2 Operations Report and reported a total of 617 calls for service during the quarter spanning April through June. The report highlighted expanded Advanced Life Support coverage, the addition of new video laryngoscopes to District equipment, trail rescues, an ABC special featuring District personnel intended to educate the public, noteworthy incidents, two mutual aid fires, the swearing in of the new

Fire Chief, Brian Fallon, years-of-service recognitions for personnel, Firefighter/Paramedic Gamm's receipt of the 2026 Rotary Club Public Service Award, and community outreach events.

**11. Board of Director's report.**

There were no items to report at this meeting.

**12. Suggestions from Directors for items other than regular agenda items to be included for the August 24, 2026, Regular Board meeting.**

There were no items to report at this meeting.

Meeting Adjourned at 3:08 p.m.

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President Easton

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Secretary Lee