

## **FLAMESNIFFERS AGREEMENT**

THIS FLAMESNIFFERS AGREEMENT (this “*Agreement*”) is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2014 (the “*Execution Date*”), by and among **SOUTHERN CALIFORNIA EDISON COMPANY**, a California corporation (“*SCE*”), **COUNTY OF SANTA BARBARA**, a political subdivision of the State of California (“*County*”) and **SANTA BARBARA COUNTY FIRE DEPARTMENT** (“*SBCFD*”). SCE, County and SBCFD are sometimes hereinafter collectively referred to as the “*Parties*”, and individually referred to as a “*Party*”, with reference to the facts set forth below:

### **RECITALS**

A. SCE holds various easements and rights-of-way (collectively, “*Easements*”) for electrical transmission lines which encumber certain real property located in the County of Santa Barbara, State of California in or around a portion of the Los Padres National Forest, as generally depicted in **Exhibit A** attached hereto (the “*Easement Area*”). SCE has constructed, among other facilities, electric transmission towers and/or poles within the Easement Area (the “*Electric Facilities*”).

B. SBCFD, a County agency, has asked SCE to install certain FlameSniffer fire detection devices (“*SBCFD’s Equipment*”) on the Electric Facilities as depicted in **Exhibit B** attached hereto. These devices have the capability to detect a fire and provide early alerts to SBCFD and to SCE.

C. Upon SCE’s and SBCFD’s receipt of all appropriate approvals from the affected fee landowners, SCE is willing to install and maintain, and to allow SBCFD and its contractors to operate, SBCFD’s Equipment on the Electric Facilities and on the surface of the Easement Area.

NOW THEREFORE, in consideration of the above-referenced facts, the covenants of the Parties contained in this Agreement and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Equipment.** SBCFD shall provide all of the Flamesniffer units that make up SBCFD’s Equipment (both the initial units and any necessary replacements) to SCE at no cost to SCE.

2. **Installation.** SCE shall install SBCFD’s Equipment on the Electric Facilities at its own expense. SCE shall do all work necessary to prepare, add to, maintain and alter the Electric Facilities so that SBCFD’s Equipment can be attached to such facilities. Any and all work performed on the Electric Facilities and/or SBCFD’s Equipment by SCE pursuant to this Agreement shall be performed in accordance with generally accepted standards of professional practice which are commonly followed by electric utilities in performing the same or similar work. SBCFD and SCE specifically agree that if any of the work performed by SCE pursuant to this Agreement hereunder fails to conform to generally accepted standards or to any applicable law, ordinance, rule or regulation and/or code at the time such work is completed, SBCFD’s sole

remedy against SCE, and SCE's sole obligation to SBCFD, shall be for SCE, at its sole expense, to redo, or have redone, such work to fully comply with such standards or regulations.

3. Maintenance. SCE shall replace inoperable or broken SBCFD's Equipment on the Electric Facilities upon the request of SBCFD. SBCFD shall provide SCE with no less than ten (10) business days' advance notice for any SBCFD Equipment-related work on the Electrical Facilities. SCE shall promptly schedule such work but shall not be held responsible for damages related to any delay in installation or repair of SBCFD's Equipment.

4. Operation. SBCFD and its contractors may operate SBCFD's Equipment on the Electric Facilities for the term of this Agreement. SBCFD agrees that it or its contractors will provide SCE with a Flamesniffer monitoring system so that SCE shall be able to remotely monitor Flamesniffer operations and fire detection throughout the term of this Agreement.

5. In the Event of a Fire. In the event of a fire detected by SBCFD's Equipment, SBCFD shall notify the following people at SCE:

- |    |              |  |              |
|----|--------------|--|--------------|
| a. | Adam Bell    | <a href="mailto:adam.bell@sce.com">adam.bell@sce.com</a>       | 805-915-8772 |
| b. | James Harvey | <a href="mailto:james.harvey@sce.com">james.harvey@sce.com</a> | 661-803-2632 |
| c. | Troy Whitman | <a href="mailto:troy.whitman@sce.com">troy.whitman@sce.com</a> | 818-512-1637 |

6. Term. The term of this Agreement shall be one year commencing on the date on which SCE receives documentation evidencing the approval of the installation, maintenance and operation of SBCFD's Equipment on the Easement Area from all affected fee landowners (the "*Effective Date*").

7. Termination and Removal. This Agreement may be terminated by any of the Parties at any time with thirty (30) days' advance notice in writing to the other Parties. Within thirty (30) days following the cancellation, expiration or earlier termination of this Agreement, SCE shall remove of all of SBCFD's Equipment placed on the Electric Facilities and return SBCFD's Equipment to SBCFD.

8. Risk to SBCFD's Equipment.

SBCFD hereby assumes the risk of loss and/or damage to SBCFD's Equipment and waives any claim and/or cause of action against SCE for loss of or damage to SBCFD's Equipment resulting from such losses and risks, including, but not limited to:

- a. Lightning strike to SBCFD's Equipment.
- b. Lightning strike to the Electric Facilities or skyline and carried to SBCFD's Equipment.
- c. Relay of electrical circuit to the Electric Facilities and carried to SBCFD's Equipment.
- d. Metallic balloons relay circuit to SBCFD's Equipment.

- e. Inclement weather, wind, rain, hail, fire, earthquake, etc.
- f. Tower and/or equipment failures.

9. “AS IS.” SBCFD accepts the condition of the Easement Area and the Electric Facilities “AS IS.” SBCFD acknowledges that neither SCE nor any employee, agent or representative of SCE has made representations or warranties concerning the condition of the Easement Area and Electric Facilities. SCE does not warrant or guarantee the suitability of the Easement Area or Electric Facilities for SBCFD’s intended use.

10. Interference. SBCFD shall operate SBCFD’s Equipment in a manner that will not cause unreasonable signal interference to communication equipment operated by SCE, as such equipment is configured at the time SBCFD’s Equipment is installed. In the event such signal interference should occur, every effort shall be made to remedy the interference by SBCFD. All operations by SBCFD shall be in compliance with all applicable federal, state and local non-interference regulations including, but not limited to, those of the FCC.

11. Taxes. This Agreement may create a taxable property interest in the Easement Area. County shall be responsible for any personal property taxes, possessory interest taxes and assessments attributable to SBCFD’s Equipment, levied by any government agency, as a result of this Agreement.

12. Insurance. County of Santa Barbara/SBCFD certifies it is self-insured for any general, automobile and/or professional liability losses and purchases Excess Liability Insurance with limits in excess of \$5,000,000 and Workers’ Compensation Insurance (statutory limits) through the CSAC Excess Insurance Authority, a joint power authority.

13. Indemnification.

a. County shall, to the fullest extent permitted by law, indemnify, defend and hold harmless SCE and its parent company, affiliates, directors, shareholders, invitees, employees, agents, contractors, successors and assigns (collectively, **“Indemnitees”**), from any and all costs, liabilities, claims and expenses, including those from death or injury to any person or from a loss or damage to any real, personal or other property (collectively **“Claims”**), arising from the negligent act or omission from the placement and operation of SBCFD’s Equipment on the Electric Facilities and Easement Area or from a breach of any of County’s obligations, duties, representations or warranties contained in this Agreement or from the negligent act or omission by County, subject to Section 13(d) below; provided, however, that no Indemnitee shall be entitled to indemnification hereunder for the portion, if any, of any Claim which is determined by a court of competent jurisdiction to have been caused solely by the negligence or willful misconduct of such Indemnitee.

b. The obligations of County under this Section 13 shall arise at such time, if any, that a claim is made or a loss is incurred by any Indemnitee, and the entry of judgment or

the litigation of any claim shall not be a condition precedent to the obligations of County hereunder.

c. Each party shall give the other prompt notification when it first learns of an incident or occurrence covered, or likely to be covered, under the terms of this indemnity provision, as well as prompt notification if a claim is made or suit is brought against a party based on an incident or occurrence covered, or likely to be covered, by the terms hereof.

d. SBCFD waives any right to recovery from SCE for any damage or injury to SBCFD's Equipment arising out of this Agreement.

e. IN NO EVENT SHALL ANY PARTY BE LIABLE TO ANY OTHER PARTY TO THIS AGREEMENT FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING LOSS OF ANOTHER PARTY'S CUSTOMERS, GOOD WILL, REVENUE OR PROFITS), FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING IN ANY MANNER FROM THIS AGREEMENT OR THE PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF THE CAUSE OR FORESEEABILITY THEREOF.

14. Safety and Environmental Protection. SBCFD shall operate SBCFD's Equipment so as to avoid injury or damage to any person or property or wildlife.

a. In carrying out its work, SBCFD and its contractors shall at all times, exercise all precautions reasonably necessary for the safety and environmental protection of the Site, and shall be in compliance with all applicable federal, state and local statutory and regulatory requirements including those of the State of California, Division of Industrial Relations (Cal/OSHA), Cal/EPA, US/EPA and the U.S. Department of Transportation.

b. All off road vehicles are required to carry fire suppression equipment when in the Los Padres National Forest.

c. SBCFD and its contractors shall not use the Easement Area to generate, manufacture, refine, transport, treat, store, handle, recycle, release or dispose of any "Hazardous Materials", other than as reasonably necessary for SBCFD's activities under this Agreement. For purposes of this Agreement, the term "**Hazardous Materials**" means any hazardous substance, material or waste, including but not limited to those listed in 49 CFR 172.101 (U.S. Department of Transportation), the Cal/EPA Chemical Lists of Lists or petroleum products and their derivatives.

d. SBCFD shall immediately notify SCE in writing upon becoming aware of any release of Hazardous Materials caused by or known to SBCFD, or any violation of any environmental law or actions brought by third parties against SBCFD alleging environmental damage.

e. SBCFD shall post a sign, in letters no greater than ½ inch in height (unless otherwise required by law), permanently affixed to SBCFD's Equipment, which identifies the responsible party to notify in case of emergency or maintenance.

f. SBCFD shall give all notices required by applicable law and shall comply with all applicable laws, ordinances, rules and regulations pertaining to the conduct of SBCFD and its contractors on the Easement Area. SBCFD shall be liable for all violations of the law arising in connection with SBCFD's and/or its contractors' activities pursuant to this Agreement.

15. Condition Precedent to SCE's Obligations under this Agreement. The Parties agree that SCE shall not be required to install SBCFD's Equipment on the Electric Facilities until SCE has obtained the necessary property rights from the respective landowners to install such equipment and any permits required to perform the activities permitted under this Agreement. The property rights must be granted in a form acceptable to SCE.

16. Notices. Any notice, demand or payment required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective Parties set forth below (Any such notice, demand or payment given in accordance with this Section 16 shall be effective upon actual receipt or refusal as shown on the receipt obtained in connection with the delivery of such notice, demand or payment):

SCE: Southern California Edison Company  
28250 Gateway Village Drive  
Santa Clarita, California 91355  
Attn: James Harvey

With a copy to: Southern California Edison Company  
2244 Walnut Grove Avenue  
Rosemead, California 91770  
Attn: Law Department, Real Properties Section

County: Santa Barbara County Fire Department  
4410 Cathedral Oaks Road  
Santa Barbara, California 93110  
Attn: Fire Chief

SBCFD: Santa Barbara County Fire Department  
4410 Cathedral Oaks Road  
Santa Barbara, California 93110  
Attn: Fire Chief

Notwithstanding the foregoing, notices of fires on the Easement Area shall be given promptly by SBCFD to SCE in accordance with Section 5.

16. Easements. Nothing in this Agreement shall limit, modify or degrade SCE's rights under its Easements.

17. Miscellaneous.

a. This Agreement constitutes the entire agreement and understanding among the Parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth in this Agreement. Any amendments to this Agreement must be in writing and executed by each Party hereto.

b. If any provision of this Agreement is invalid or unenforceable with respect to a Party or Parties, the remainder of this Agreement or the application of such provision to any other Party or Parties (as applicable), other than Party or Parties to whom it is held invalid or unenforceable shall not be affected and each remaining provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

c. No Party shall be responsible for any failure to perform its obligations under this Agreement if it is prevented or delayed in performing such obligations by an event of force majeure.

d. This Agreement shall be interpreted in accordance with the laws of the State of California.

e. In any case where the approval or consent of one Party hereto is required, requested or otherwise to be given under this Agreement, such Party shall not unreasonably delay or withhold its approval or consent.

f. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

g. This Agreement is granted pursuant to the authority of and upon, and is subject to the conditions prescribed by General Order 69-C of the Public Utilities Commission of the State of California dated and effective July 10, 1985, as amended from time to time, which General Order 69-C is, by this reference, incorporated herein and made a part hereof.

h. In the event legal action by any Party is brought to enforce any term of this Agreement, to recover damages for any breach thereof or to determine any rights of the Parties under this Agreement, the prevailing Party in such action(s) may recover reasonable attorneys' fees to be fixed by the court.

**[BALANCE OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES APPEAR ON NEXT PAGES]**

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

**SCE:** **SOUTHERN CALIFORNIA EDISON COMPANY, a**  
California corporation

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

Date: \_\_\_\_\_

**SBCFD:** **SANTA BARBARA COUNTY FIRE DEPARTMENT**

By: \_\_\_\_\_  
Michael W. Dyer  
Fire Chief

Date: \_\_\_\_\_

[Signature page continues on next page]

**ATTEST:**

Mona Miyasato, County Executive Officer  
Clerk of the Board

**COUNTY OF SANTA BARBARA**

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

By: \_\_\_\_\_  
Steve Lavagnino, Chair  
Board of Supervisors

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

Michael C. Ghizzoni  
County Counsel

\_\_\_\_\_  
Deputy

**APPROVED AS TO ACCOUNTING FORM:**

Robert W. Geis, C.P.A.  
Auditor-Controller

**APPROVED AS TO FORM:**

Ray Aromatorio  
Risk Manager

\_\_\_\_\_

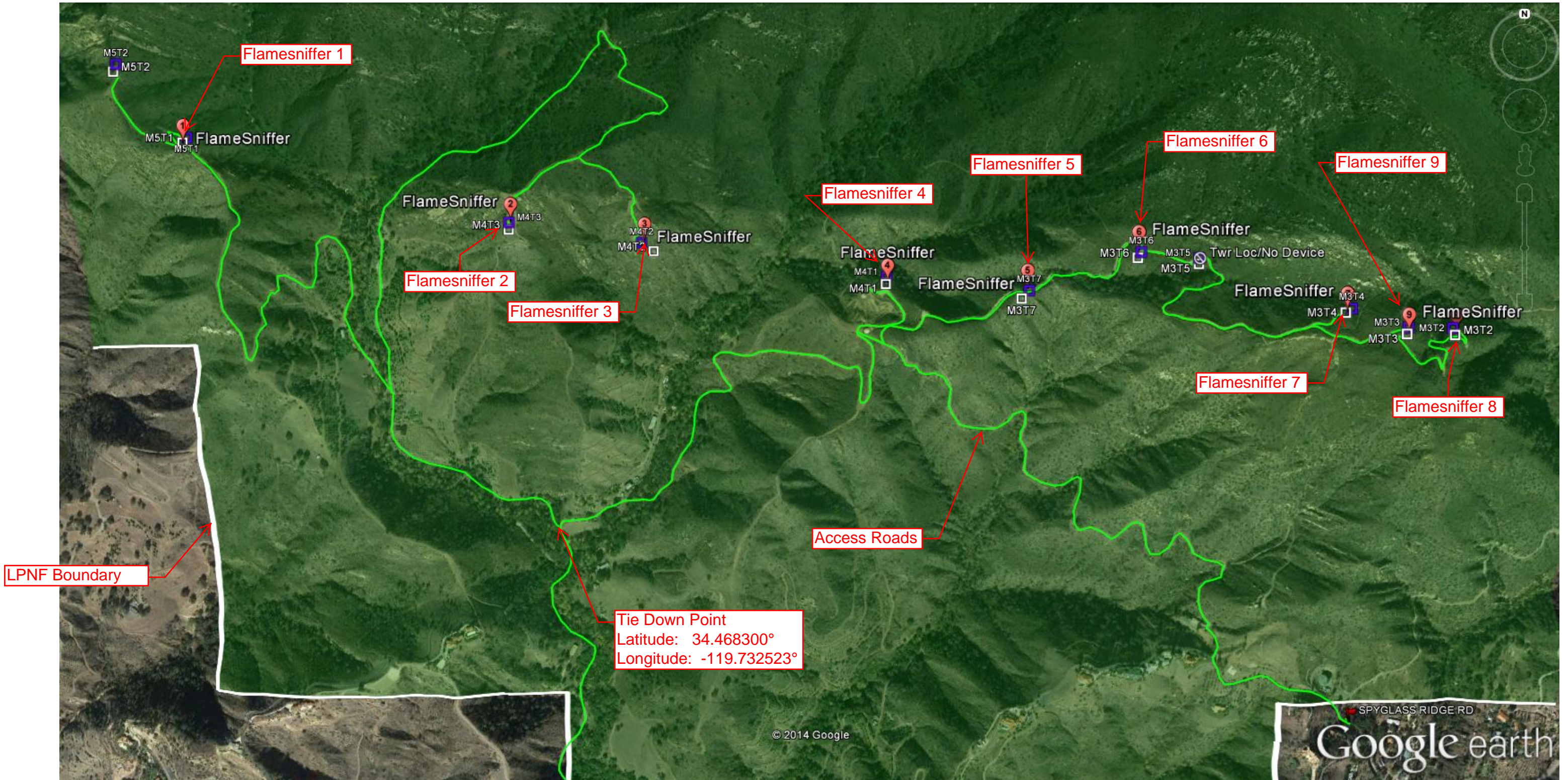


**EXHIBIT "A"**

Depiction of Easement Area

[to be attached]

EXHIBIT A

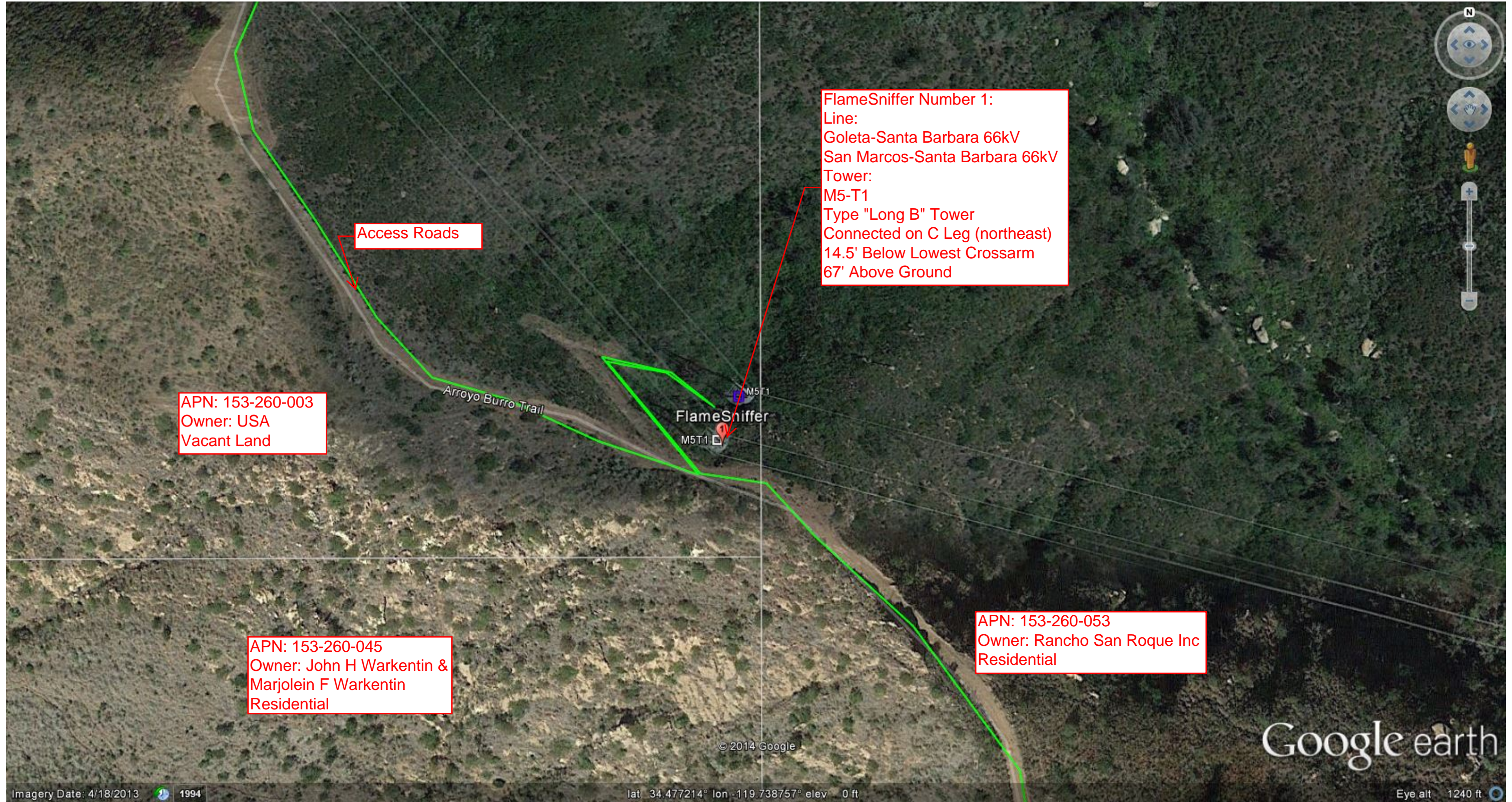


**EXHIBIT “B”**

Depiction of SBCFD’s Equipment Locations

[to be attached]

EXHIBIT B



APN: 153-260-003  
Owner: USA  
Vacant Land

Access Roads

FlameSniffer Number 1:  
Line:  
Goleta-Santa Barbara 66kV  
San Marcos-Santa Barbara 66kV  
Tower:  
M5-T1  
Type "Long B" Tower  
Connected on C Leg (northeast)  
14.5' Below Lowest Crossarm  
67' Above Ground

APN: 153-260-045  
Owner: John H Warkentin &  
Marjolein F Warkentin  
Residential

APN: 153-260-053  
Owner: Rancho San Roque Inc  
Residential

EXHIBIT B



Access Roads

FlameSniffer Number 2:  
Line:  
Goleta-Carpinteria-Desal-Santa Barbara  
66kV  
Tower:  
M4-T3  
Type "RY1" Tower  
Connected on C Leg (northeast)  
15.5' Below Lowest Crossarm  
32.5' Above Ground

FlameSniffer

M4T3

M4T3

APN: 153-260-024  
Owner: La Cumbre Ranch Living Trust  
Recreational

APN: 153-260-055  
Owner: Rancho San Roque Inc  
Residential

© 2014 Google

Google earth

Imagery Date: 12/9/2013 1994

lat 34.474760° lon -119.732253° elev 0 ft

Eye alt 682 ft

EXHIBIT B



EXHIBIT B



APN: 153-260-024  
Owner: La Cumbre Ranch Living Trust  
Recreational

FlameSniffer Number 4:  
Line:  
Goleta-Santa Barbara 66kV  
San Marcos-Santa Barbara 66kV  
Tower:  
M4-T1  
Type "DC Standard" Tower  
Connected on C Leg (northeast)  
45' Below Lowest Crossarm  
32' Above Ground

APN: 153-270-001  
Owner: County of Santa Barbara  
Pasture

Access Roads

© 2014 Google

Google earth

Imagery Date: 12/9/2013 1994

lat 34.473901° lon -119.722848° elev 0 ft

Eye alt 832 ft

EXHIBIT B



FlameSniffer Number 5:  
Line:  
Goleta-Carpinteria-Desal-Santa Barbara 66kV  
Tower:  
M3-T7  
Type "RY3" Tower  
Connected on C Leg (northeast)  
15.5' Below Lowest Crossarm  
73.5' Above Ground

Access Roads

FlameSniffer

M3T7

M3T7

APN: 153-270-001  
Owner: County of Santa Barbara  
Pasture

Google earth

Imagery Date: 12/9/2013 1994

lat 34.473192° lon -119.720460° elev 1548 ft

Eye alt 1999 ft



EXHIBIT B



Access Roads

APN: 153-270-001  
Owner: County of Santa Barbara  
Pasture

FlameSniffer Number 6:  
Line:  
Goleta-Carpinteria-Desal-Santa Barbara 66kV  
Tower:  
M3-T6  
Type "RY3" Tower  
Connected on C Leg (northeast)  
15.5' Below Lowest Crossarm  
83.5' Above Ground

APN: 153-270-003  
Owner: USA  
Vacant Land

© 2014 Google

lat 34.474442° lon -119.716870° elev 0 ft

Google earth

Eye alt 832 ft

EXHIBIT B



APN: 153-270-003  
Owner: USA  
Vacant Land

FlameSniffer Number 7:  
Line:  
Goleta-Santa Barbara 66kV  
San Marcos-Santa Barbara 66kV  
Tower:  
M3-T4  
Type "DC Standard" Tower  
Connected on C Leg (northeast)  
15' Below Lowest Crossarm  
70' Above Ground

Access Roads

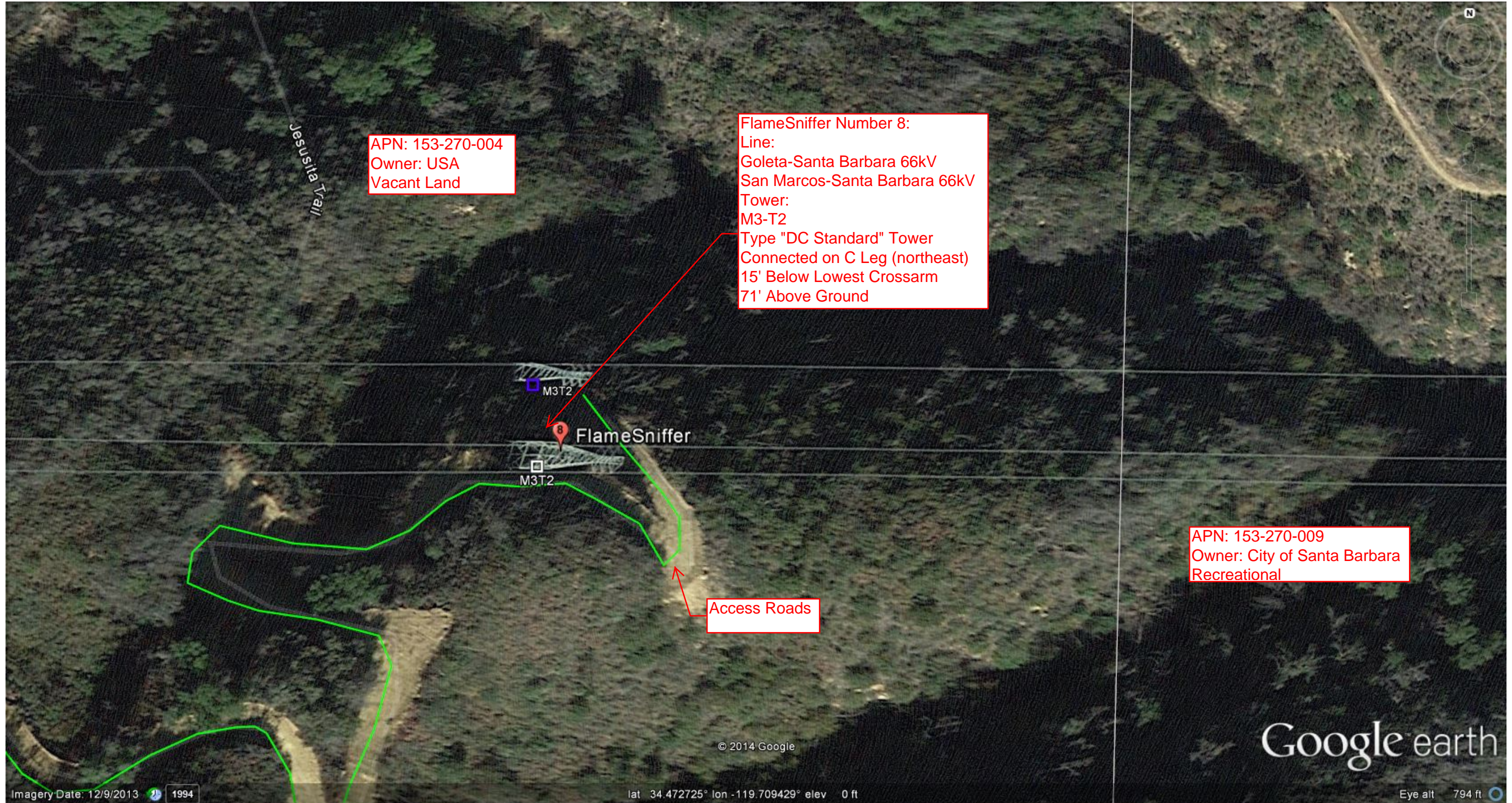
APN: 153-270-004  
Owner: USA  
Vacant Land

Imagery Date: 12/9/2013 1994

lat 34.473038° lon -119.712837° elev 0 ft

Eye alt 642 ft

EXHIBIT B



APN: 153-270-004  
Owner: USA  
Vacant Land

FlameSniffer Number 8:  
Line:  
Goleta-Santa Barbara 66kV  
San Marcos-Santa Barbara 66kV  
Tower:  
M3-T2  
Type "DC Standard" Tower  
Connected on C Leg (northeast)  
15' Below Lowest Crossarm  
71' Above Ground

APN: 153-270-009  
Owner: City of Santa Barbara  
Recreational

Access Roads

EXHIBIT B



FlameSniffer Number 9:  
Line:  
Goleta-Santa Barbara 66kV  
San Marcos-Santa Barbara 66kV  
Tower:  
M3-T3  
Type "Long B" Tower  
Connected on C Leg (northeast)  
32.5' Below Lowest Crossarm  
51.5' Above Ground

Access Roads

APN: 153-270-004  
Owner: USA  
Vacant Land