

Fire Department
Santa Barbara County
Board of Supervisors
For Agenda of March 15, 2016

Fire Station 10

Board Letter

Attachment 2

Fire Station 10 Easement Operating Agreement
between the Santa Barbara County Fire
Protection District and the City of Goleta

Recording requested by:
City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117

When recorded, mail to:

City Clerk
City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117

No fee per Government Code § 6103

FIRE STATION 10 EASEMENT OPERATING AGREEMENT
(To the Santa Barbara County Fire Protection District)

No Documentary Transfer Tax per Revenue Taxation Code § 11922

This Fire Station 10 Easement Operating Agreement ("Agreement") is made by the City of Goleta ("CITY"), a general law city and municipal corporation and the Santa Barbara County Fire Protection District ("DISTRICT"), a special district operating in accordance with Health and Safety Code §§ 13800, *et seq.* (collectively "PARTIES")

1. **Recitals.** The PARTIES enter into this Agreement with the following understandings and objectives:
 - A. DISTRICT has jurisdictional responsibility for providing fire prevention and protection services throughout most of the County of Santa Barbara's jurisdictional boundaries including, without limitation, CITY's corporate boundaries.
 - B. The PARTIES separately executed an instrument identified as the "Memorandum of Understanding between Santa Barbara County Fire Protection District, County of Santa Barbara and City of Goleta regarding Fire Station 10" (the "MOU"). The MOU governs the construction and funding for Fire Station No. 10 and anticipates that the PARTIES will enter into this Agreement.
 - C. CITY is the owner of certain real property situated in the City of Goleta, County of Santa Barbara, State of California, described and depicted in

PROJECT: Fire Station 10

attached Exhibit "A," which is incorporated by reference. This real property is commonly identified as 7952 Hollister Street, Goleta CA 93117, Assessor's Parcel Number 079-210-075 (the "Property"); and

- D. In accordance with the MOU, CITY will build Fire Station No. 10 ("FS10") on the Property and DISTRICT will operate it for at least the term of this Agreement. The Property and FS10 may be collectively referred to in this Agreement as "the Property" as the context requires.
- E. CITY will be the lead agency for FS10 and for the California Environmental Quality Act ("CEQA") for FS10. DISTRICT will operate FS10 after the CITY has obtained the required permits, including a Coastal Development Permit, completed environmental review under CEQA and completed construction of FS10. This Agreement should not be construed as a commitment of the CITY or the DISTRICT to build FS10 prior to completing and being informed by CEQA.

2. Purpose of Easement. As conveyed in the Grant of Easement between CITY and DISTRICT, the purpose of the easement is for CITY to provide DISTRICT with possession and exclusive use of the Property for the purpose of operating FS10 (the "Easement"). This Grant of Easement includes, without limitation, the right of ingress and egress to the Property and FS10. The Grant of Easement and this Agreement do not address ownership of rolling stock (e.g. fire engine, fire truck) which remains property of the DISTRICT.

3. Title. Unless conveyed by a separate document, or abandoned, CITY owns title to the Property and FS10 at all times during the term of this Agreement.

4. Term of Easement.

- A. Unless provided otherwise, the term of the Easement will begin when this Agreement is fully executed by the PARTIES and upon conveyance of the Grant of Easement. It is the intent of the PARTIES that DISTRICT will have use of the Property so long as DISTRICT is providing fire services within CITY's jurisdiction and the surrounding "Fire Station 10 Area" (as depicted on attached Exhibit "B," and incorporated by reference). This Agreement may also be amended at any time by mutual written agreement of the PARTIES.
- B. Should DISTRICT discontinue providing fire services within the Fire Station 10 Area on CITY's behalf, or otherwise, then this Agreement and the Easement will automatically terminate upon CITY's City Council adopting a resolution making such findings.
- C. DISTRICT may execute and record in the office of the Recorder for the County of Santa Barbara a quitclaim deed in favor of CITY at any point before the end of the term that includes a release of this Easement.

5. Maintenance by DISTRICT and Use of Community/Training Room by City. At all times the Easement remains in effect, the Property must be maintained by DISTRICT in good condition and repair in accordance with the terms of this Agreement and Exhibit C "Fire Station 10 Maintenance and Repair Responsibilities." In addition, DISTRICT will not make any alterations or additions to the Property or FS10 that would obstruct the Property's or FS10's purpose, without CITY's prior consent.

- A. Operation and maintenance must be performed in accordance with (i) Good Industry Standards including, without limitation, National Fire Protection Association (NFPA) guidelines; (ii) Applicable Law; and (iii) minimum staffing for FS10 will consist of three (3) post positions, consisting of one Fire Captain, one Fire Engineer and one Firefighter. CITY and DISTRICT will continue to collaborate on addressing future staffing levels for FS10.
- B. DISTRICT has the sole right to select contractors, personnel, or both for any work related to FS10 operations and maintenance as identified under this Section 4.
- C. Subject to approval by DISTRICT's Fire Chief or his designee, CITY may use the Community/Training Room. CITY and DISTRICT will coordinate the scheduling of all requests for use of the Community/Training Room and ensure that CITY's use is not in conflict with any FS10 activities.

6. Maintenance by CITY. At all times the Easement remains in effect, the Property must be maintained by CITY in good condition and repair in accordance with the terms of this Agreement and Exhibit C "Fire Station 10 Maintenance and Repair Responsibilities." If CITY determines that the DISTRICT has not maintained the Property in accordance with this Agreement and Exhibit C "Fire Station 10 Maintenance and Repair Responsibilities," CITY shall provide a notice of failure to maintain and a request to cure to the DISTRICT. DISTRICT will have ten (10) days to cure the maintenance deficiencies or to provide CITY with a reasonable plan to cure. Should the DISTRICT fail to cure or to provide a reasonable plan to cure, then CITY may enter the Property upon reasonable written notice. After CITY's notice and DISTRICT's failure to correct the maintenance deficiencies, CITY may access the Property and FS10 in order to perform any maintenance work necessary to preserve or maintain the Property or FS10 in the condition required by this Agreement. DISTRICT will pay CITY's reasonable costs in performing such work within thirty (30) days of receiving an invoice for that work from CITY. The CITY invoice will include proof of costs such as CITY labor rates or attachment of contractor's invoice or maintenance schedule, if a contract is used to perform the work.

7. Damage to or Destruction of Improvement. If FS10 is substantially damaged or destroyed by fire, flood, earthquake or other casualty, then the Easement will terminate. However, if fire, flood, earthquake or other casualty damages a portion of FS10 not exceeding seventy-five percent (75%) of FS10, and CITY, in its sole discretion, elects to repair or rebuild FS10, then CITY will reconstruct FS10 at its expense pursuant to the general requirements of the MOU. Alternatively, at CITY's sole election, this Easement may be terminated and quitclaimed to CITY by

recording a release of the Easement and a quitclaim deed in the office of the Recorder for the County of Santa Barbara.

8. **Notices.** All communications to either party by the other party will be deemed made when received by such party at its respective name and address, as follows:

CITY

Michelle Greene, City Manager
City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117

DISTRICT

Mona Miyasato, CEO
County of Santa Barbara
105 E. Anapamu Street
Santa Barbara, CA 93101

Copy to:

Eric Peterson, Fire Chief
County of Santa Barbara Fire Department
4410 Cathedral Oaks Road
Santa Barbara, CA 93110

Any such written communications if sent by first class mail will be conclusively deemed to have been received by the addressee five (5) days following deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

9. **Designated Representative.** City Manager is the representative of CITY and will administer this Agreement for and on behalf of CITY. County Executive Officer is the authorized representative for DISTRICT. Changes in designated representatives shall be made only after advance written notice to the other party.

10. Hazardous Waste.

- A. The Property is known to have contained certain hazardous materials (as defined below) as disclosed in environmental reports or other writings made available to DISTRICT regarding past or existing environmental conditions at or about the Property. CITY has not, however, nor, to CITY's knowledge, has any third party used, generated, stored, or disposed of, or permitted the use, generation, storage, or disposal of, any Hazardous Material (as defined below) on, under, or within the Property in violation of any law or regulation since CITY's acquisition of the Property.
- B. DISTRICT must give CITY prompt notice of any release by DISTRICT, violation of law or regulation or inspection or inquiry with respect to the Easement by any governmental authorities charged with enforcing environmental laws and copies of all such notices from federal, state, and local governmental authorities regarding the same. DISTRICT must also give CITY prompt notice of all measures undertaken by or on behalf of DISTRICT to investigate, correct, remediate, respond to or otherwise cure

such release or violation.

11. **Possessory Interest Taxes.** DISTRICT is informed by CITY pursuant to Revenue & Taxation Code § 107.6 that its property interest in the Property may be subject to property taxation if created and that DISTRICT may be subject to the payment of property taxes levied on its interest. CITY is not liable for such cost.

12. **Sale or Transfer by City.** Should CITY, at any time during the term of this Agreement, sell, lease, transfer, or otherwise convey all or any part of the Property to any transferee other than DISTRICT, then such transfer will be under and subject to this Agreement and all of DISTRICT's rights hereunder.

13. **Condemnation.** If all or part of Property is acquired by eminent domain or purchase in lieu thereof, DISTRICT acknowledges that it will have no claim to any compensation awarded for the taking of Property or any portion thereof or for loss of or damage to DISTRICT's improvements.

14. **Assignment.** Neither Party shall assign or transfer this Agreement or any of its rights or obligations without the prior written consent from the other Party and any attempt to so assign or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

15. **Mutual Indemnification.**

- A. In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the PARTIES pursuant to California Government Code Section 895.6, the PARTIES agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead all PARTIES agree that pursuant to California Government Code Section 895.4, each of the PARTIES hereto shall fully indemnify and hold each of the other PARTIES, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by California Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other PARTIES hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other PARTIES under this Agreement.
- B. It is expressly understood and agreed that this Section will survive termination of this Agreement.

16. **Dispute Resolution.** Any dispute arising between CITY and DISTRICT regarding this Agreement will first be attempted to be resolved through mediation between the respective designated representatives.

17. **Force Majeure.** Should performance of this Agreement be prevented due to fire, flood, explosion, war, terrorism, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the PARTIES' control, then it will immediately terminate without obligation of either party to the other.

18. **Compliance with Law.** Each Party must, at its sole cost and expense, comply with all of the requirements of all Municipal, State and Federal authorities now in force, or which may subsequently be in force, pertaining to this Agreement and will faithfully observe while performing this Agreement all Municipal ordinances and State and Federal statutes now in force or which may subsequently be in force. The judgment of any court of competent jurisdiction, or the admission of PARTIES in any action or proceeding against PARTIES, whether PARTIES be a party thereto or not, that any Party has violated any such ordinance or statute in performance of this Agreement will be conclusive of that fact as between PARTIES.

19. **Precedence.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

20. **Waiver of Breach.** Any express or implied waiver of a breach of any term of this Agreement will not constitute a waiver of any further breach of the same or other term of this Agreement.

21. **Termination.** Upon termination of the Easement, CITY and DISTRICT shall execute and record a release of the Easement.

22. **Binding upon Successors.** All terms and conditions in the Easement will be binding upon the PARTIES, their successors, and assigns. The benefits and burdens herein are intended to and will run with the land. This is the entire agreement between the PARTIES and will not be modified except by written instrument signed by all the PARTIES.

23. **Governing Law.** This document was drafted in and will be construed in accordance with the laws of the State of California and exclusive venue for any action involving this document will be in Santa Barbara County.

24. **Counterparts.** This document may be executed in any number or counterparts, each of which will be an original, but all of which together will constitute one instrument executed on the same date.

25. **Partial Invalidity.** Should any provision of this Agreement be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of this Agreement will remain in effect, unimpaired by the holding.

26. **Entire Agreement.** Except for the MOU, this instrument and its Attachments constitute the sole agreement between CITY and DISTRICT respecting Property, the use of Property by DISTRICT, and the specified Agreement term, and correctly sets

forth the obligations of CITY and DISTRICT. Any agreement or representations respecting Property or its licensing by CITY to DISTRICT not expressly set forth in this instrument are void.

27. Construction. The language of each part of this Agreement will be construed simply and according to its fair meaning, and this Agreement will never be construed either for or against either party.

28. Authority/Modification. The PARTIES represent and warrant that all necessary action has been taken by the PARTIES to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written agreement amendment and signed by those authorized in accordance with law. CITY's City Manager, or designee, may execute any such amendment on behalf of CITY.

IN WITNESS WHEREOF the PARTIES hereto have executed this contract the day and year first hereinabove written.

CITY OF GOLETA

**SANTA BARBARA COUNTY FIRE
PROTECTION DISTRICT**

Jim Farr, Mayor

Chair, Board of Directors

Date: _____

Date: _____

PROJECT: Fire Station 10

ATTEST:

ATTEST:

Mona Miyasato
Clerk of the Board

Deborah Lopez
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:
Michael C. Ghizzoni
County Counsel

By: _____
Tim W. Giles
City Attorney

By:  _____
Deputy County Counsel

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 _____)

On _____ before me, _____,
Date Here Insert Name and Title of the Officer

personally appeared _____
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 _____
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: _____

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 Partner — Limited General
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 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

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 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

EXHIBIT A

LEGAL DESCRIPTION

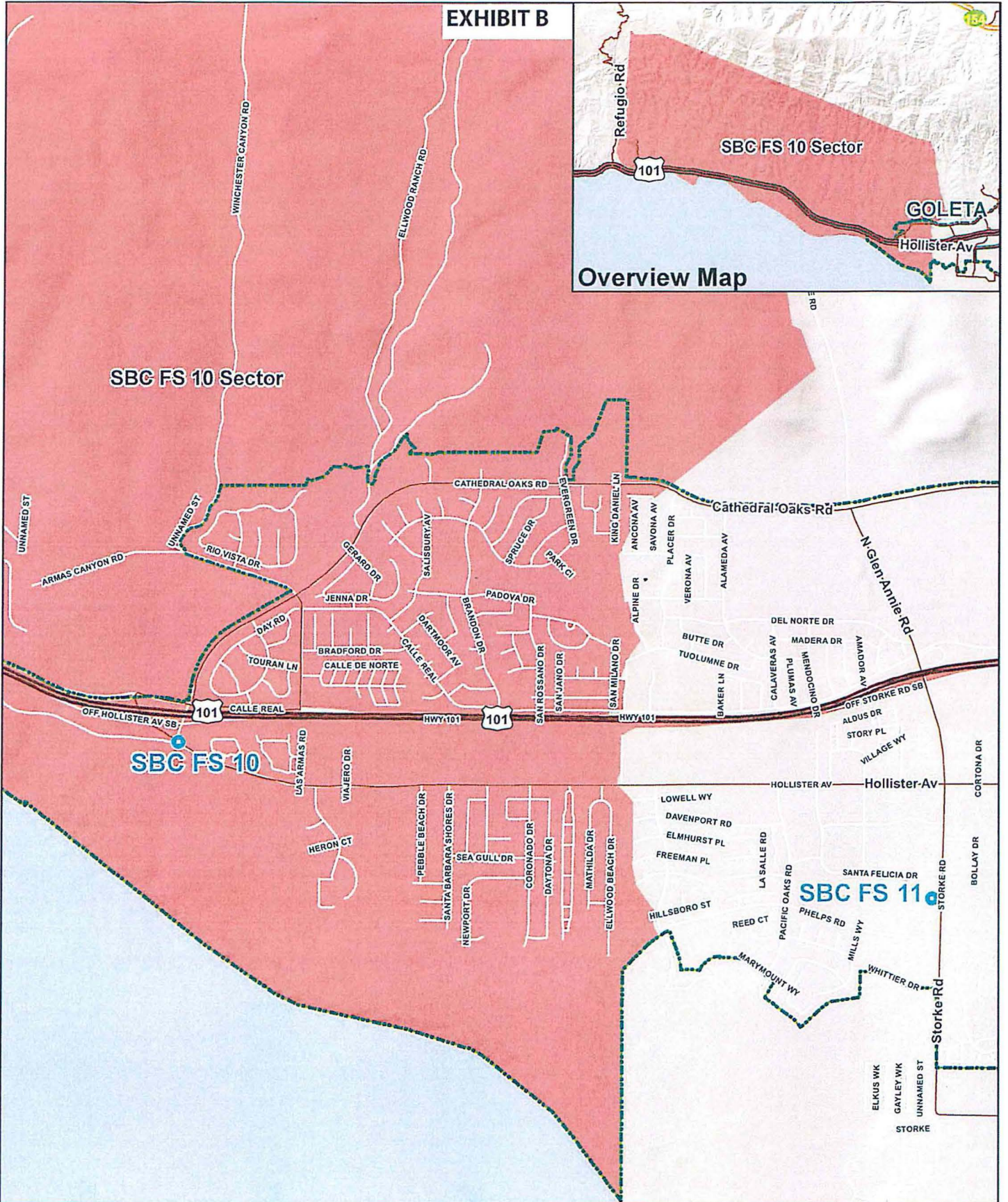
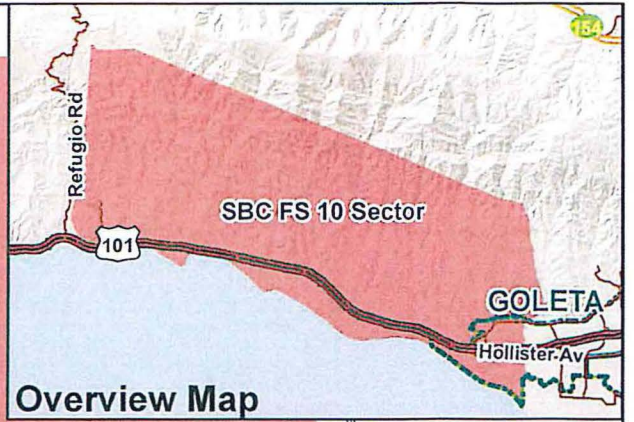
The following described real property in the City of Goleta, County of Santa Barbara, State of California:

Parcel 1 of Parcel Map No. 10732 as per Map recorded in Book 3, Page 96 of Parcel Maps, in the Office of the County Recorder of said County.

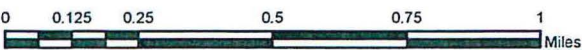
EXCEPT THEREFROM all oil and gas, which may be produced from said land.

EXCEPT THEREFROM that certain real property conveyed to the State of California by Grant Deed recorded July 8, 2008, as Instrument No. 2008-0040252.

EXHIBIT B



Santa Barbara County Fire Station 10 Response Sector



Goleta City Boundary

FS 10 Response Sector



EXHIBIT C
 FIRE STATION 10
 MAINTENANCE AND REPAIR RESPONSIBILITIES AGREEMENT

ITEM NO.	ITEM	NOT APPLICABLE	DISTRICT	CITY
1. Building Exterior				
	Repair Walls			X
	Painted Surfaces*			X
	Door and Window Trim			X
	Doors, Hardware			X
	Windows: Hardware and Screens			X
	Locks		X	
	Roof			X
	Rain Gutters			X
	Flashing			X
	Down Spouts			X
	Lighting			
	Bulbs		X	
	Fixtures			X
	Transformers			X
	Fluorescent Lights		X	
	Ballast			X
	Handrails			X
	Signs (County Designation)		X	
	Timers		X	
	Gutters			X
	Decking Walkways			X
	Exterior Patios			X
	Decking (Overdecking on roof top area)			X
	Water Softener, Filter and Conditioner			X
	Stairs	X		
	Roof Drains			X
	Gates			X
	Gas/Water Lines			X
	Elect. Lines			X
	Phone/ Computer Lines			X
	Sewer Lines			X

ITEM NO.	ITEM	NOT APPLICABLE	DISTRICT	CITY
2. Building Interior				
	Repair Walls		X	
	Painted Surfaces		X	
	Doors, Hardware		X	
	Locks		X	
	General Cleaning		X	
	Floor, Sweeping and Cleaning		X	
	Carpet, Vacuum and Cleaning		X	
	Window Coverings		X	
	Lighting			
	Bulbs		X	
	Fixtures		X	
	Transformers		X	
	Fluorescent Lights		X	
	Ballast		X	
	Handrails (ADA)		X	
	Signs		X	
	Timers		X	
	Drinking Fountains		X	
	Ceiling		X	
	Showers		X	
	Toilet/Urinals (Replacement)		X	
	Toilet/Urinals (Maintenance)		X	
	Sink & Faucets (Replacement)		X	
	Sink & Faucets (Maintenance)		X	
	Gas Lines		X	
	Water Lines		X	
	Sewer Lines/Drains		X	
	Phone Lines & Jacks		X	
	Computer Lines & Jacks		X	
	T.V. Cable & Jacks		X	
	Phones		X	
	Towel Racks		X	

ITEM NO.	ITEM	NOT APPLICABLE	DISTRICT	CITY
	Garbage Disposal		X	
	Refrigerator/ Microwave		X	
	Stove		X	
	Counter Tops, replacement		X	
	Cabinets, replacement		X	
	Dish Washer		X	
	Trash Compactor		X	
3. Grounds				
	Drinking Fountains			X
	Mail Boxes			X
	Fences			X
	Trash Bins		X	
	Trash Enclosures			X
	Bike Racks			X
	Signs (County)		X	
	Litter Pick-up		X	
	Lighting			
	Parking Lot		X	
	Driveways		X	
	Walkways		X	
	Timers (external)		X	
	Timers (internal)		X	
	Signs		X	
	Cleaning, Sidewalks, Walkways, Parking Lot		X	
4. Landscaping				
	Trees		X	
	Shrubs		X	
	Flowers		X	
	Lawn		X	

ITEM NO.	ITEM	NOT APPLICABLE	DISTRICT	CITY
	Watering		X	
	Sprinkler, Repair and Replace		X	
	Headers		X	
	Rodent/Pest		X	
	Seeding		X	
	Fertilizer		X	
	Plant Trimming		X	
	Plant Removal		X	
	Plant Replacement		X	
	Tree Care & Trimming		X	
5. Mechanical Systems				
	Electrical Panels, Breaker, Interior			X
	Electrical Fuses, Interior			X
	Electrical Receptacle, Switches, Interior			X
	Electrical Central Switches			X
	Elevator	X		
	Heating			X
	Air Conditioning			X
	Water Heater			X
6. Roadways/Parking Lots Repair & Maintenance				
	Striping			X
	Handicap Signage			X
	Asphalt Surface, Curbing			X
	Cement Surface, Curbing			X
	Wheel Stops			X
	Drainage			X
	Signs			X

ITEM NO.	ITEM	NOT APPLICABLE	DISTRICT	CITY
7. Fire Equipment				
	Sprinklers			X
	Hoses		X	
	Extinguisher (interior)		X	
	Alarm Systems		X	
	Smoke Detectors		X	
8. Other Items				
	Paper supplies, dispensers, waste containers, soap in restrooms and kitchens		X	
	Interior janitorial products and services		X	
	Interior Floor Waxing, Sweeping		X	
	Window Washing (interior & exterior)		X	
	Exterior sweeping entry, sidewalks and walkways		X	
	Janitorial service for public areas or common use areas		X	
	Broken window glass or door glass**		X	
	Refuse, Rubbish and Garbage Disposal		X	
	Cleaning Storage Rooms, Utility Rooms		X	
	Exterminating		X	
	Carpet Replacement, Linoleum Replacement, and/or Tile Replacement		X	
	Lawn mower, repair and maintenance		X	
	Building Foundation			X
	Flooring (wood & concrete)			X
	Utility mains & appurtenances			X