

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

## **Fire Station 10**

# **Board Letter Attachment 1**

Memorandum of Understanding Between  
Santa Barbara County Fire Protection District,  
County of Santa Barbara and City of Goleta  
Regarding Fire Station 10

**MEMORANDUM OF UNDERSTANDING BETWEEN  
SANTA BARBARA COUNTY FIRE PROTECTION DISTRICT,  
COUNTY OF SANTA BARBARA AND  
CITY OF GOLETA REGARDING  
FIRE STATION 10**

This memorandum of understanding ("MOU") regarding the design and construction of Fire Station 10 ("FS10") (as defined below) is entered into this \_\_\_ day of March 2016 by and between the CITY OF GOLETA ("CITY"), a general law city and municipal corporation; the SANTA BARBARA COUNTY FIRE PROTECTION DISTRICT ("DISTRICT"), a special district operating in accordance with Health and Safety Code §§ 13800, *et seq.*; and the COUNTY OF SANTA BARBARA ("COUNTY"), a political subdivision of the State of California. CITY, DISTRICT, and COUNTY are referred to collectively as "PARTIES". The PARTIES agree as follows.

1. **RECITALS.** This MOU is made with reference to the following facts and objectives:
  - A. DISTRICT has jurisdictional responsibility for providing fire prevention and protection services throughout most of COUNTY's jurisdictional boundaries including, without limitation, CITY's corporate boundaries.
  - B. COUNTY, on DISTRICT's and CITY's behalf, has collected development impact fees for the fire facilities ("Fees") from development occurring within CITY. COUNTY, also on DISTRICT's behalf, continues to collect Fees for development within COUNTY's unincorporated areas that are served by DISTRICT facilities located within CITY's jurisdiction. Fees held by COUNTY on CITY's and DISTRICT's behalf are only those funds identified as Fund: 1129/Fire/AB1600/Fees-Goleta and the total amount not to be exceeded is \$1,471,000 plus interest on the fund.
  - C. Separately, CITY collects Fees for development occurring within CITY's jurisdiction.
  - D. Upon CITY's incorporation in 2002, COUNTY reserved an easement in real property transferred to CITY for a future fire station to serve CITY's western portion ("FS10").
  - E. Upon CITY's incorporation in 2002, CITY and COUNTY agreed that CITY could substitute an easement on a mutually agreeable property for FS10. CITY acquired the FS10 Site (as defined below) for FS10. Both CITY and COUNTY agree that the FS10 Site is appropriate for FS10.
  - F. The PARTIES desire to cooperate to accomplish the design and construction of FS10 at the FS10 Site for the purpose of increasing fire services within the FS10 Service Area (as defined below) and for creating an appropriate gateway into CITY's jurisdictional boundaries.

G. This MOU is a funding mechanism, and not a project subject to the California Environmental Quality Act ("CEQA"). The CITY is the lead agency for CEQA and will obtain required permits and conduct environmental review under CEQA. Neither City nor County is making a commitment to construct FS10 prior to being informed by CEQA review.

2. **DEFINITIONS.** Unless the contrary is stated, the following definitions will govern the construction of the words and phrases used in this MOU.

A. "Construction Documents" means a set of drawings and plans necessary for the construction of the Project that are consistent with, and a logical evolution of, preliminary design documents. The Construction Documents are intended to be the documents for which CITY will issue a building permit for the Project.

B. "FS10" means the maximum eleven thousand six hundred (11,600) square foot building the PARTIES intend to construct in accordance with this MOU to provide fire services for the FS10 Service Area.

C. "FS10 Service Area" means the area depicted in attached Exhibit "A," which is incorporated by reference, for which FS10 will provide fire suppression and protection services.

D. "FS10 Site" means real property owned by CITY located at 7952 Hollister Avenue, Goleta CA 93117 (Assessor's Parcel Number 079-210-075).

E. "Project" means all aspects of designing and constructing FS10 including, without limitation, architectural design; engineering; property acquisition (if required); environmental review; and construction.

F. "Work" means the design, architectural, engineering, permitting, construction, start-up testing and start-up, and any and all other services required for the completion of the Project. The Project will be completed when the Notice of Completion is filed.

G. "Operational Aspects" includes, but is not limited to, the interior office space, living quarters, community/training room, and fitness room.

3. **ADMINISTRATION OF THE PROJECT.**

A. Other than as specifically identified in this MOU, CITY is solely responsible for all Work associated with the Project including, without limitation, selecting consultants, bidding the Project, and selecting a contractor to complete the Work. At all times, CITY will exercise complete and exclusive control over the means, methods, sequences and techniques of construction for the Project.

- B. CITY will promptly inform DISTRICT, in reasonable detail, of any default or anticipated default by Project architect, engineer or any subcontractors or other consultants under their respective contracts with CITY, or by CITY under any such agreement, as to which CITY has any knowledge or information.
- C. DISTRICT will review and approve all design elements specifically related to operational aspects of FS10. Any modification to design affecting operational aspects of FS10 will only be accomplished in consultation with DISTRICT.
- D. CITY will submit plans and specifications to DISTRICT for approval as to conformance of the design elements to the parameters set forth herein and as they relate to operational aspects of FS10. Design elements not directly related to the operational aspects of FS10 including, without limitation, structure exterior, and landscaping are not subject to DISTRICT approval. However, DISTRICT input on design elements not directly related to the operational aspects of FS10 will be accepted and considered by CITY.
- E. CITY will apply for and process any and all discretionary and ministerial approvals that may be required for constructing FS10, including but not limited to a Coastal Development Permit (CDP). Subject to being reimbursed by COUNTY, and in an amount not to exceed the total amount available as identified for this Project in Section 1.B. Recitals, CITY will pay any required development processing and impact fees.
- F. Following completion of FS10 to the satisfaction of CITY, CITY will file the Notice of Completion ("NOC") for FS10.
- G. Concurrently with filing the NOC, CITY agrees to convey a Grant of Easement to DISTRICT in the form attached as Exhibit "B," and incorporated herein by reference. Such easement will grant DISTRICT a possessory interest to occupy the property and operate FS10 in accordance with the terms and conditions of the easement and the Fire Station 10 Easement Operating Agreement. Nothing in the easement will deprive CITY of its ownership rights in the FS10 Site. If DISTRICT no longer provides fire protection services to the FS10 Service Area, the easement will automatically be extinguished and CITY will resume all property interests in the FS10 Site. In the case of such extinguishment, DISTRICT will execute and record a release of easement in the Santa Barbara County Recorders' Office.
- H. CITY will provide DISTRICT with Project reports, that include at a minimum the Project status and projected timeline, at least once every three months until the NOC is filed.

4. **OPERATIONS AND MAINTENANCE OF FS10.**

- A. The Fire Station 10 Easement Operating Agreement governs the DISTRICT's obligations for operations and maintenance of the FS10 Site and FS10. Such responsibility will commence upon the date FS10 has on-site operational staffing or sixty (60) days following CITY's recordation of the NOC, whichever occurs first.

5. **COOPERATION AS TO SELECTING PROJECT CONSULTANTS.**

- A. As set forth in the Recitals, the PARTIES seek cooperation in designing and constructing the Project. Consequently, the PARTIES agree to confer at regular intervals – as determined by the PARTIES' respective Representatives– regarding the selection of third-party consultants for completing the Work and Project. However, except as otherwise provided in this MOU, while CITY will cooperate with DISTRICT as to the selection of such consultants, CITY's decision regarding the selection of consultants and award of a contract is within its sole discretion.
- B. Prior to the time of executing this MOU, CITY and DISTRICT cooperated to select KBZ Architects to design FS10.

6. **CONSTRUCTION DOCUMENTS – MINIMUM REQUIREMENTS.** The PARTIES agree that the Construction Documents should, at a minimum, provide the following:

- A. Feature a prominent entry, i.e., a "gateway," into CITY's jurisdiction.
- B. A floor plan and general site layout plan that satisfy DISTRICT's standard specifications as required by applicable law including, without limitation, the national standards for fire services as established by the National Fire Protection Association ("NFPA").
- C. A single story facility with three bays for fire vehicles.
- D. At least one large multipurpose room suitable for training or community meetings.
- E. Security doors between the community/training room and the Fire station living quarters.
- F. An emergency generator to provide adequate power for the entire FS10 in the event of a power outage.
- G. An aboveground fueling facility.

7. **PAYING FOR THE PROJECT.**

- A. COUNTY will reimburse CITY for any costs incurred for Work associated with the Project to the extent Fees collected by COUNTY on DISTRICT's behalf are from the FS10 Service Area as identified in and not to exceed the total amount in Section 1.B. Recitals. Proof of costs incurred will be submitted to COUNTY for approval. COUNTY, on behalf of DISTRICT, must approve or provide basis of rejection of costs within 30 days of submission. Failure to provide a basis of rejection within the 30 days constitutes approval of the costs. COUNTY must reimburse CITY for costs within 30 days of approval.
- B. CITY may advance funds for the Work, subject to repayment from Fees collected by County. Repayment Fees from County are not to exceed the total amount available as identified for this Project in Section 1.B. Recitals. CITY shall be responsible for the remainder of costs.
- C. COUNTY need not reimburse CITY for any administrative overhead incurred for the Work nor for costs of acquiring the FS10 Site. Nothing in this MOU, however, prevents CITY from utilizing Fees it collects to pay for all Work associated with the Project including, without limitation, administrative overhead, to the extent provided by law.
- D. CITY will process all change order requests and modifications for the Project. If a change order affects an operational aspect of FS10, it may only be approved after consultation and concurrence from DISTRICT. DISTRICT must respond within 3 business days after CITY's request for review. Failure to respond constitutes DISTRICT's consent for CITY to act on the request. In any event, DISTRICT cannot unreasonably withhold approval.
- E. Nothing in this MOU is to imply or to be construed so as to commit the COUNTY to contribute funds in excess of the total funding amount identified in Section 1.B. Recitals. DISTRICT will be providing rolling stock (e.g. fire engines, fire trucks) but will retain ownership even if the MOU and/or the Fire Station 10 Easement Operating Agreement is terminated.

8. **PRESERVATION OF RECORDS.** The PARTIES will preserve and make available its records pertaining to the operation of this MOU until expiration of three (3) years from the date CITY issues a final certificate of occupancy for the Project, and for such longer period, if any, as is required by applicable law, or, if this MOU is completely or partially terminated, records will be preserved and made available for a period of three (3) years from the date of any resulting final settlement.

9. **PERMITS AND LICENSES.** Each Party, at their sole expense, will obtain and maintain during the term of this MOU, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services

under this MOU with the exception that CITY is responsible for permits as identified in the Definitions Sections 2.A. and 2.F. and the CDP permit identified in Administration of the Project Section 3.E.

10. **MOU EXECUTION.** CITY's City Manager, or designee, will monitor the progress and execution of this MOU. COUNTY's County Executive Officer is designated as DISTRICT and COUNTY's Representative and will provide supervision and have overall responsibility for the progress and execution of this MOU. Modifications to this MOU must be in accordance with Section 26 Authority/Modification.
11. **TERM.** The term of this MOU will be for ten (10) years from the date of execution or until the Certificate of Occupancy is issued for FS10. After the termination of this MOU, the Fire Station 10 Easement Operating Agreement will govern all obligations of the CITY, DISTRICT, and COUNTY for FS10. Unless terminated at least thirty (30) days before its anniversary date, the term of this MOU will renew for a subsequent one (1) year term.
12. **TERMINATION.** Either party may terminate this MOU by giving the other party twelve (12) month's advance written notice; provided, however, that in the event that CITY or DISTRICT experiences severe financial hardships resulting in cutbacks or layoffs, either party may terminate this MOU by giving six (6) month's advance notice. In the event of termination of this MOU neither party shall be entitled to any refund of money for any reason or any reconveyance or return of any property, real or personal, except as provided herein or unless subject to a separate agreement between the PARTIES.
13. **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 MOU.

14. **INSURANCE.** Each party shall maintain its own insurance coverage, through commercial insurance, self-insurance or a combination thereof, against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this Agreement.
15. **ASSIGNABILITY.** Neither Party shall assign or transfer this MOU 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.
16. **INDEPENDENT CONTRACTOR.** The PARTIES are independent contractors. Each has control of its own, separate, work and the manner in which it is performed. Neither Party has a right to control, supervise, or direct the manner or method by which the other Party shall perform its work and function. No Party is an officer, agent, servant, employee, joint venturer, partner, or associate of the other Party. The PARTIES understand and acknowledge that no Party shall be entitled to any of the benefits of the other Party's employees, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. Each Party shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, each Party shall be solely responsible and save each harmless from all matters relating to payment of employees, including compliance with Social Security withholding and all other regulations governing such matters.
17. **AUDIT OF RECORDS.** The PARTIES agree to keep such business records pursuant to this MOU as would be kept by a reasonably prudent Government Entity and shall maintain such records for at least three (3) years following the termination of this MOU. All accounting records shall be kept in accordance with generally accepted accounting principles. Each Party shall have the right to audit and review all such documents and records at any time during regular business hours or upon reasonable notice. Each Party agrees to participate in any audits and reviews at no charge.
18. **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 & COUNTY:

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 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.

19. **DESIGNATED REPRESENTATIVE.** City Manager is the representative of CITY and will administer this MOU for and on behalf of CITY. County Executive Officer is the authorized representative for COUNTY and DISTRICT. Changes in designated representatives shall be made only after advance written notice to the other party.
20. **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 MOU and will faithfully observe while performing this MOU 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 MOU will be conclusive of that fact as between PARTIES.
21. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered section of this MOU and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.
22. **NON-DISCRIMINATION.** PARTIES agree that in the performance of this MOU and in the provision of any service or services funded in whole or in part by the Fees pursuant to this MOU, PARTIES will not discriminate against any employee, PARTIES or PARTIES' services, or any other person on the grounds of sex, race, creed, color, national origin, religion, age, marital status, or disability.
23. **WAIVER.** In no event will any exchange of payment between PARTIES hereunder constitute or be construed as a waiver of any breach of covenants or conditions of this MOU or any default which may then exist, and the making of any such payment while any such breach or default will exist will in no way impair or prejudice any right or remedy available to PARTIES with respect to such breach or default.
24. **INTERPRETATION.** This MOU 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 MOU will be in Santa Barbara County.

25. **ENTIRE AGREEMENT.** This MOU, and its Exhibits, sets forth the entire understanding of the PARTIES. There are no other understandings, terms or other agreements expressed or implied, oral or written. There are two (2) Exhibits attached to this MOU. This MOU will bind and inure to the benefit of the PARTIES to this MOU and any subsequent successors and assigns.
26. **AUTHORITY/MODIFICATION.** The PARTIES represent and warrant that all necessary action has been taken by the PARTIES to authorize the undersigned to execute this MOU and to engage in the actions described herein. This MOU may be modified by written amendment and signed by those authorized in accordance with law. CITY's City Manager may execute any such amendment on behalf of CITY.
27. **SEVERABILITY.** If any portion of this MOU is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this MOU will continue in full force and effect.
28. **SECTION HEADINGS.** The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.
29. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to PARTIES is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.
30. **TIME IS OF THE ESSENCE.** Time is of the essence in this MOU and each covenant and term is a condition herein.
31. **FORCE MAJEURE.** Neither DISTRICT nor COUNTY shall be responsible or liable for any excess maintenance or operational costs that arise from causes beyond the PARTIES control and that are without fault or negligence. Examples of such causes include, but are not limited to, (1) acts of God or of the public enemy, (2) fires, (3) floods, (4) earthquakes, (5) civil unrest, and (6) unusually severe weather.
32. **REVENUE NEUTRALITY AGREEMENT.** Nothing in this Agreement shall be construed to amend or modify, or act as a "re-opener" of the Revenue Neutrality Agreement as signed between the CITY and COUNTY in 2002.

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Chair

ATTEST

COUNTY OF SANTA BARBARA

\_\_\_\_\_  
Deborah Lopez,  
City Clerk

\_\_\_\_\_  
Chair

APPROVED AS TO ADMINISTRATON:

ATTEST:  
Mona Miyasato  
Clerk of the Board

\_\_\_\_\_  
Michelle Greene,  
City Manager

\_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

APPROVED AS TO ADMINISTRATION:

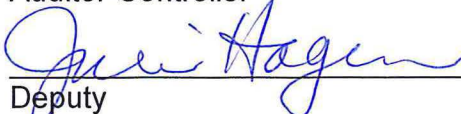
\_\_\_\_\_  
Tim W. Giles  
City Attorney

\_\_\_\_\_  
Mona Miyasato,  
CEO

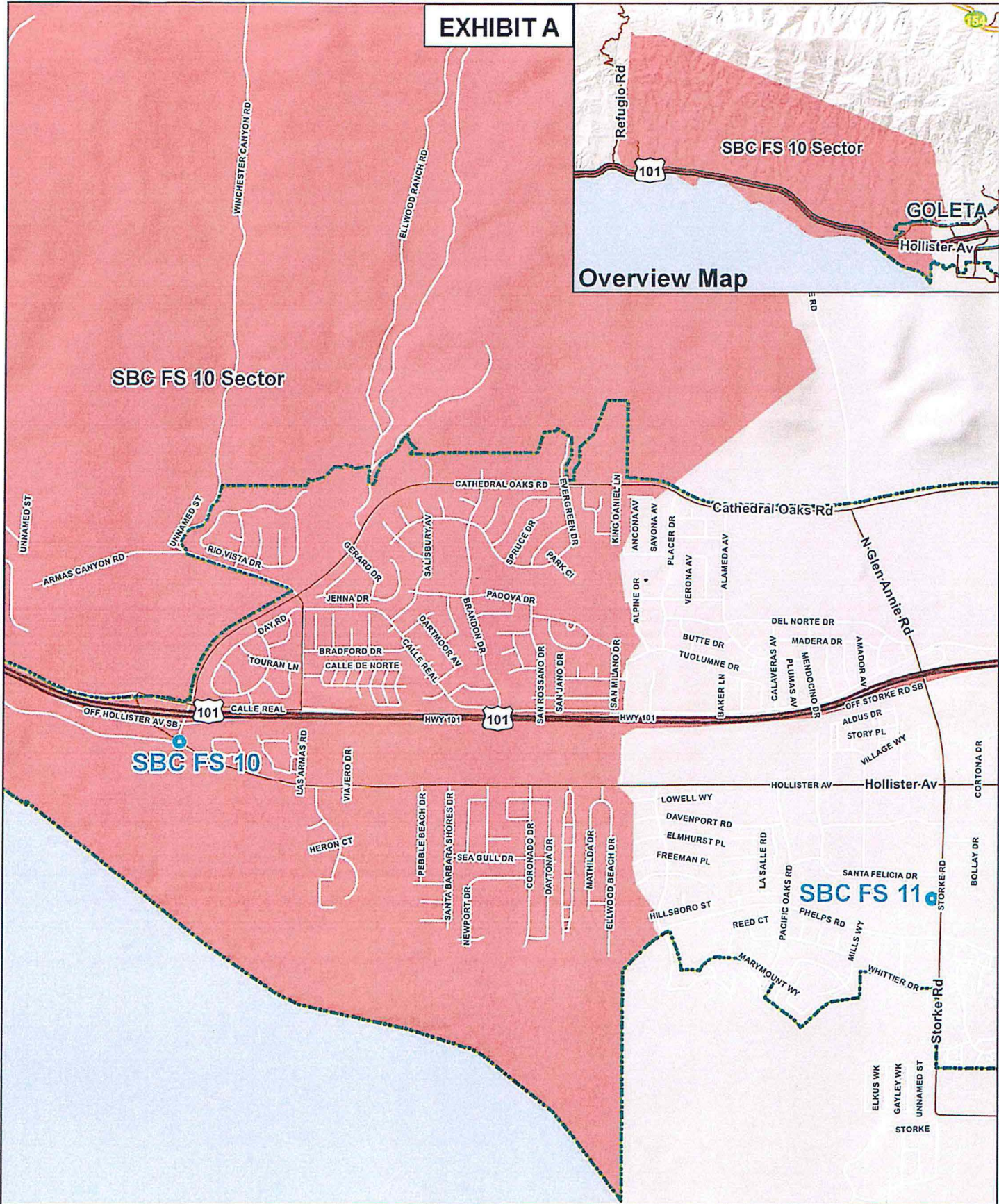
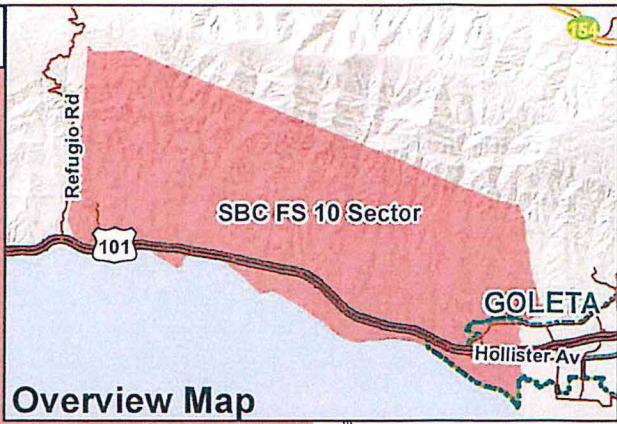
APPROVED AS TO FORM:  
Michael C. Ghizzoni  
County Counsel

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

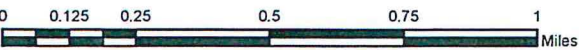
Bob Geis  
Auditor-Controller

  
\_\_\_\_\_  
Deputy

**EXHIBIT A**



**Santa Barbara County Fire Station 10 Response Sector**



-  Goleta City Boundary
-  FS 10 Response Sector



**EXHIBIT B**

Recording requested by  
and to be returned to:  
COUNTY OF SANTA BARBARA  
Real Property Division  
Will Call

**COUNTY OF SANTA BARBARA**  
**OFFICIAL BUSINESS**  
No recording fees pursuant to  
Government Code Section 6103

No Documentary Transfer Tax per  
Revenue Taxation Code Section 11922

SPACE ABOVE THIS LINE FOR RECORDER'S USE  
APN: 079-210-075

**EASEMENT DEED**

The CITY OF GOLETA, a general law city and municipal corporation, as owner of all that real property in the unincorporated area of the County of Santa Barbara, State of California, consisting of Assessor Parcel No. 079-210-075, as GRANTOR herein,

FOR A VALUABLE CONSIDERATION, DOES HEREBY GRANT TO:

The SANTA BARBARA COUNTY FIRE PROTECTION DITRICT, a special district operating in accordance with California Health and Safety Code Section 13800, et seq., its successors or assigns, as GRANTEE herein; an easement and right of way for all the uses and purposes of operating a fire station on the property, including the future repair and maintenance thereto; all in accordance with the "Fire Station 10 Easement Operating Agreement", recorded in the Office of the Santa Barbara County Recorder as Instrument No. \_\_\_\_\_ - \_\_\_\_\_ ("Operating Agreement"); in, on, over, along, under and through that certain land situated in the County of Santa Barbara, State of California, more particularly described on Attachment "1", attached hereto and made a part hereof.

GRANTOR, and its successors in interest, retain the right to use the easement area in accordance with and for the uses and purposes set forth in the Operating Agreement, as it may be amended from time to time. This easement shall continue for so long as GRANTEE is providing fire protection services within the City of Goleta's jurisdiction and the surrounding "Fire Station 10 Area", as depicted on Exhibit B of the Operating Agreement. Should GRANTEE, its successors or assigns, discontinue providing such services, this easement shall automatically terminate upon the City Council of the City of Goleta adopting a resolution making such findings, or upon GRANTEE'S recordation in the Office of the Santa Barbara County Recorder of a quitclaim deed in favor of GRANTOR that includes a release of this easement.

**"GRANTOR"**  
City of Goleta

\_\_\_\_\_  
Mayor

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

ATTEST:

\_\_\_\_\_  
Deborah Lopez  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Tim W. Giles  
City Attorney

## **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.

**ATTACHMENT 1**

**ACKNOWLEDGEMENT**

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 \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(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 State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

(Seal)



**CERTIFICATE OF ACCEPTANCE**

STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA: SS. § 27281

THIS IS TO CERTIFY that the interest in real property conveyed by the EASEMENT DEED dated \_\_\_\_\_, from THE CITY OF GOLETA, a general law city and municipal corporation, as GRANTOR; to the SANTA BARBARA COUNTY FIRE PROTECTION DISTRICT, a special district operating in accordance with California Health and Safety Code Section 13800, et seq., as GRANTEE; is hereby accepted by the Director of the Santa Barbara County General Services Department on behalf of the Board of Directors of the Santa Barbara County Fire Protection District, pursuant to the authority granted by Ordinance 4895, revising Santa Barbara County Code Chapter 12A-11.1, adopted on September 2, 2014; and as GRANTEE, consents to recordation thereof by its duly authorized officer.

By: \_\_\_\_\_  
MATTHEW P. PONTES  
Director of the Santa Barbara County  
General Services Department

(On behalf of the Santa Barbara County Fire  
Protection District pursuant to Santa Barbara  
County Code Chapter 12A-11.1)

APPROVED AS TO FORM:  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL

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