

**AGREEMENT FOR HAZARDOUS FUELS REDUCTION SERVICES AT
ELLWOOD MESA BETWEEN THE CITY OF GOLETA
AND
SANTA BARBARA COUNTY FIRE DEPARTMENT**

THIS AGREEMENT is made and executed this ____ day of _____, 2025, by and between the CITY OF GOLETA, a body corporate and politic created and existing under the laws of the State of California, ("Goleta") and the COUNTY OF SANTA BARBARA FIRE DEPARTMENT, a political subdivision of the State of California ("County") with reference to the following:

WHEREAS, Goleta has received a grant award from the State of California which aims to mitigate fire risk at Goleta's Ellwood Mesa and adjacent residential neighborhoods. Fire risk will be mitigated through hazardous fuels reduction which involves fuels reduction activities, environmental habitat enhancement, and mechanical treatments such as brush clearing, tree removal, removal of fallen debris; and

WHEREAS, as part of the Ellwood Mesa Hazardous Fuels Reduction Project, Goleta desires to obtain services for reduction of hazardous fuels, and to specify the cost of such services; and

WHEREAS, pursuant to Government Code Sections 6500-6520, public agencies may, by agreement, jointly exercise any power common to them; and

WHEREAS, County has qualified personnel and equipment available to perform the above-mentioned fuel reduction activities and defensible space enhancement; and

WHEREAS, Goleta and County will mutually benefit from the above-mentioned maintenance by reducing the risk of wildfire in neighborhoods that are considered high risk; and

WHEREAS, all parties mutually desire to cooperate and to specify herein the conditions associated with the work to be performed.

NOW, THEREFORE, in consideration of the foregoing and the promises herein contained, City and Grantee agree as follows:

1. PROJECT WORK

A. Project Overview

The Ellwood Mesa Hazardous Fuels Reduction Project aims to mitigate fire risk, protect residential neighborhoods, and enhance environmental habitat areas. The project will focus on reducing the hazardous fuel load through strategic measures while preserving sensitive wildlife species and maintaining community safety.

B. Objectives

1. Fuel Reduction:

- Reduce old-age class fuel loads through planned and targeted interventions.
- Prioritize areas with high fire risk.

2. Defensible Space Enhancement:

- Create and maintain defensible space around communities at risk.
- Implement fuel reduction projects to safeguard residential areas.
- Improve protection for over 3,500 homes from uncontrollable wildfire.

3. Mechanical Treatments:

- Conduct larger-scale mechanical treatments in identified hazardous fuel beds.
- Remove dead and downed vegetation, including fallen debris and dead trees.
- Thin live trees to reduce fire risk while minimizing impact on monarch and wildlife habitat.

C. Tasks and Deliverables

1. Site Assessment and Planning:

- Evaluate Ellwood Mesa for fire risk and prioritize treatment areas.

2. Fuel Reduction Activities:

- Remove fallen debris, dead/downed vegetation, and hazardous trees across 78 acres.
- Mow grasses, trim understory vegetation, and reduce fuel ladder continuity.

3. Mechanical Treatments:

- Safely remove dead eucalyptus trees that pose a fire risk.
- Retain three types of dead wood that provide wildlife habitat: snags, large trunks in decomposition, and twigs in brush piles.

4. Monitoring and Reporting:

- Regularly assess project progress and adjust strategies as needed.
- Provide documentation on completed work.

2. COMPENSATION AND BILLING

- A. As compensation for the work and services described in Section 1 above, Goleta shall reimburse County using CalFire grant funds for labor, overhead, equipment and materials furnished by County. The total actual cost of this Agreement shall not exceed \$1,006,332. County shall maintain cost records for all work and services performed under this Agreement for at least three (3) years from the date the record was created, or the work was performed, whichever is later. County shall bill Goleta on a quarterly basis. Goleta shall pay County within thirty (30) days after the date of billing. County will not seek reimbursement for regular salaries and benefits for personnel who are already covered under the County's agreement with the State to provide fire protection services to State Responsibility Areas within the County.
- B. Any work done by the County outside of the normal working hours of the County's staff will be charged an overtime rate.

- C. Exhibit A includes estimated daily costs for reference purposes only and the County will charge based on the number of hours of services provided. County will be reimbursed for actual costs, including the applicable administrative rate associated with the period in which the costs are incurred. County will not be reimbursed for regular salaries and benefits for personnel who are already covered under the County's agreement with the State to provide fire protection services to State Responsibility Areas within the County.

3. RESPONSIBILITIES

- A. Upon request, it shall be each parties' responsibility to share any information available on the timing of the project deliverables covered by this Agreement, including but not limited to:
- Mechanical treatments
 - Reporting and Monitoring
 - Site assessment and Planning
 - Fuel Reduction Activities

4. MUTUAL INDEMNIFICATION AND INSURANCE

A. INDEMNIFICATION

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. 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.

5. MODIFICATION

This agreement shall be subject to modification only with the proper approvals and written consent of the authorized representatives of each party. Any modification which changes the services or work to be performed by County, shall be reflected in modified exhibits. Each modification shall set forth the increase or decrease in compensation and other special conditions applicable to the modification. For purposes of this Section and Section 7 below, Goleta designates its City Manager, or his/her designee, as its duly authorized representative. County designates its Fire Chief, or his/her designee, as its duly authorized representative.

6. TERMINATION

The Agreement shall expire on June 30, 2027. Termination can be given for any reason via written notice and the Agreement shall terminate thirty (30) days from the date in the notice. To terminate this Agreement, written notification shall be addressed to the other party listed in Section 7. The parties shall reconcile payments made pursuant to Section 2 with any actual costs not reimbursed to the County, if any, for work performed prior to the termination of the Agreement.

7. NOTICES

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY:	Robert Nisbet, City Manager City of Goleta 130 Cremona Drive, Suite B Goleta, CA 93117
TO GRANTEE:	Diane Sauer, Fiscal Manager Santa Barbara County Fire Department 4410 Cathedral Oaks Road Santa Barbara, CA 93110 (805) 681-5505 dsauer@countyofsb.org

8. COUNTERPARTS AND FACSIMILE OR PDF SIGNATURES

This Agreement may be executed in one or more counterparts, each of which when executed and delivered shall be an original, and all of which when executed shall constitute one and the same instrument. This Agreement may be delivered by facsimile and/or emailed pdf format, and such signatures shall constitute an original signature for any and all purposes.

In concurrence and witness whereof, this Agreement has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

**COUNTY OF SANTA BARBARA
FIRE DEPARTMENT**

Robert Nisbet, City Manager

Mark Hartwig, Fire Chief/Fire
Warden

ATTEST


Deborah Lopez, City Clerk

APPROVED AS TO FORM:
ISAAC ROSEN, ACTING CITY ATTORNEY

RACHEL VAN MULLEM,
COUNTY COUNSEL

Winnie Cai, Assistant City Attorney

Signed by:



Deputy

EXHIBIT A Schedule of Fees

Santa Barbara County Fire Department Ellwood Mesa CWPP Daily Cost Estimate for City of Goleta

	<u>Daily Rate</u>
Labor:	
Superintendent	\$0
Crew Boss (ENG)	\$1,800
Crew Boss (FF)	\$1,600
15 person Crew	<u>\$4,800</u>
	\$8,200
Equipment:	
Crew Carrier	\$262
Patrol Pick-Up	\$96
Chipper	\$1,378
Saws	\$0
Pole Saws	<u>\$0</u>
	\$1,736
Total:	<u>\$9,936</u>

Notes:

Daily rate assumes 10 hrs/day
27.22% admin rate included
Maint, op supplies etc. incl

Actual charges will be based
upon timesheet, F150 and
actual admin rate data.