



Santa Barbara County Fish and Game Commission

Grant Application

As determined by the Fish and Game Code of the State of California, all fines monies derived from code violations shall be equally divided between the Department of Fish and Game and the county in which the violation occurred. The Santa Barbara County Fish and Game Commission (SBCFGC) is charged with recommending expenditures of fine revenues to the Santa Barbara County Board of Supervisors. State law requires that grants of such monies must be utilized for the protection, conservation, propagation, preservation, or education as they pertain to fish and wildlife.

Non-profit organizations with an IRS 501 (c) (3) tax-exempt status or purpose consistent with the definition of 501 (c) (3) status are eligible to apply.

A proposed project or program must clearly qualify for funding under section 13103 of the California Fish and Game Code - (Please Refer to Attachment A). Projects funded under this Section must be expended for the protection, conservation, propagation, preservation, or education pertaining to fish and wildlife within or outside the County. These grants are awarded annually and current grantees must renew their applications. Grant funds are limited and awards are typically less than \$2,000.

Grant Process

- Each year the SBCFGC will request grant proposals and provide a submittal deadline. Announcement of the grant period will be made during a noticed meeting of the SBCFGC and posted on the Santa Barbara County Planning and Development website at <http://sbcountyplanning.org/>, and noticed with a press release.
- All members of the Fish and Game Commission receive copies of grant applications prior to the Commission's review at a noticed meeting of the SBCFGC.
- The SBCFGC will discuss each grant application and the benefits the program or project has for protection, conservation, propagation, preservation, or education as they pertain to fish and wildlife. Attendance at the meeting by the grant applicant is strongly encouraged to allow for questions from the SBCFGC members.
- The SBCFGC will select grants that will be recommended to the County Board of Supervisors for approval of funding. A report to the County Board of Supervisors will be prepared with each recommended grant attached.
- Successful grant applicants will be contacted following County Board of Supervisors approval.

Please complete each section of this application. Incomplete applications may be rejected.

PART 1: PROJECT TITLE

Project Title: Resolving Negative Human-Wildlife Interactions in Santa Barbara County
Amount Requesting: \$14,500

PART 2: GENERAL INFORMATION

Organization: International Bird Rescue			
Contact Person: Phil Kohlmetz, Grants Coordinator			
Address 3601 S. Gaffey St., Box 3			
City San Pedro	State CA	Zip 90731	
Phone 707-704-0350	Fax	Email (most communication will be by email) grants@birdrescue.org	

PART 3: PROJECT DESCRIPTION

Note: Please state how the program or project complies with FG Code 13103 (Attachment A) and which provisions apply. If the project is for educational purposes (FG Code 13103 a.), attach a curriculum and examples of any teaching aids to be used.

Experts around the world agree that aquatic birds are in a global crisis of survival. Santa Barbara County is especially important to hundreds of species of aquatic birds because of its central location on the Pacific Flyway. Immediate human impact here has concentrated, long-term effects on global populations. Most of the threats to marine wildlife are human-induced, including oil and chemical spills, plastics/garbage/pollution, fishing hooks and lines, and habitat loss. Our Wildlife Rescue and Rehabilitation program resolves negative human-wildlife interactions by providing direct, immediate, effective, and ethical responses that save the lives of individual animals harmed by human impact. The primary objective of the program is to rescue and rehabilitate approximately 80 aquatic birds from Santa Barbara County. Our secondary objective is to secure sufficient financial support from stakeholders to keep our work sustainable. A \$14,500 grant will partially offset the cost of service we provide to the people and wildlife of Santa Barbara County, represents a modest portion of total annual cost for serving County wildlife, acknowledges inflation, matches funding from many other County Fish and Game Commissions, and would be matched 3:1 by other donors.

The project is a direct expression of 13103(b): "Temporary emergency treatment and care of injured or orphaned wildlife." The animals we return to the wild are then able to propagate future generations. When we work with Animal Control Officers and Game Wardens, we also address element 13103(c): "Temporary treatment and care of wildlife confiscated by the department as evidence." Rigorous scientific research (including "Variation In Distribution And Fate Of Brown Pelicans Injured And Rehabilitated In California Based On Band Sightings" and "Prevalence, Incidence, and Characterization of Dermal Lesions In Diving Birds Undergoing Rehabilitation" done by our qualified researchers, and our ongoing citizen-science projects (blue-banded Pelican returns) address element 13103(i).

PART 4: BENEFITS TO SANTA BARBARA COUNTY WILDLIFE

Please describe how this project would directly or indirectly benefit Santa Barbara County's wildlife.

As a "referral hospital," we treat the most challenging cases that are beyond the capacity or skills of other regional wildlife centers and clinics, and receive hundreds of birds transferred to us from other local rescues and centers. We also receive animals rescued by the general public. Our Los Angeles Wildlife Center in San Pedro, CA admits more than 1,500 local, native aquatic birds annually, and releases them back into the wild once they are successfully rehabilitated. The most common species we receive from Santa Barbara County include Western Grebes, Common Murres, Black-Crowned Night-Herons, Mallards, Brown Pelicans, Pacific Loons, and Western Gulls. Their most common ailments include: petroleum oiled, fishing line and hook entanglements, trauma (wing/leg/body fractures), and orphaned.

PART 5: TIMELINE. For large, multi-year projects, the SBCF&GC may ask for this section to be filled out. For smaller yearly projects or where an item or items are being purchased one time or the project is one event, this section does not apply.

Please provide an outline of your project including the milestones and anticipated achievement dates.

Project Milestones Provide description of milestone Add additional lines if needed.	Date
Project Start Date:	10/1/22
Milestone: Not applicable – the project can be completed within one year.	
Milestone:	
Milestone:	
Milestone:	
Anticipated Completion Date:	9/30/23

PART 6: BUDGET

Please use the form below to list the summary of your budget and other funding sources. Attach a detailed list of items such as equipment, supplies, and other tangible items to be purchased. Receipts must be supplied for all expenditures. The Fish and Game Commission traditionally does not fund administration costs, such as labor, overhead and travel.

\$ Amount Requested from the Fish and Game Commission:	\$14,500
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Budget Breakdown:

Item Description	Per Unit Cost	Quantity	Total
1.Average non-personnel cost to rehabilitate one bird, per day	\$ 29		\$
2.Average numbers of days in care	\$	25	\$
3.Number of birds supported by a \$14,500 grant	\$	20	\$14,500
4.Number of birds supported by other donors (matched funds)	\$	60	\$43,500
5.	\$		\$
6.	\$		\$
Total			\$58,000

Please add additional lines as needed

Other Funding Sources

In-kind or Other Funding Sources:	
1.Santa Barbara County Fish and Game Commission	\$14,500
2 State of CA Oiled Wildlife Care Network (OWCN) Individual Oiled Bird Fund	\$10,000
3.Local Southern California individual donors	\$33,500
Total Cost of project	\$58,000

Please add additional lines as needed

PART 7: QUALIFICATIONS (optional)

Please describe the personnel who will be working on this project and their background and pertinent qualifications. Name	Background/Qualifications
Director of Operations Julie Skoglund	BSci in Biology, Spill Response Expert, Point Mugu Oiled Bird Incident, Cosco Busan 2007, Deepwater Horizon 2010, 2022 Pelican Crisis
Director of Research & Veterinary Science Dr. Rebecca Duerr	DVM, MPVM, and PhD from UC Davis, Expert in the care of oiled wildlife, nutritional energetics, physiology
Los Angeles Wildlife Center Manager Kylie Clatterbuck	BSci in Marine Biology, Spill Response Expert, Deepwater Horizon 2010, Refugio Oil Spill in Santa Barbara 2015, 2021 Elegant Tern Rescue

Please add additional lines as needed

PART 8: PROJECT PARTNERS (optional)

The Commission strongly encourages prospective grantees to seek partnerships in completing projects. Please list any organizations, groups or agencies that have agreed to participate in your project. Give a brief description of each organization's role in your project. Include any monetary contribution to the project, if any. Please attach a letter of support from each organization. If this is not possible, please include a name and phone number of a person from each organization who can be contacted to verify participation.

Participating Organization	Role	Monetary Contributions	Letter of Support Attached	Name	Phone Number
1. State of CA Oiled Wildlife Care Network (OWCN)	Founding Partner	\$ 10,000		Individual Oiled Bird Fund	
2. Santa Barbara Wildlife Care Network	Referral Partner	\$ 0			
3. LA Unified School District	In-kind donation of physical buildings	\$ 0			

Please add additional lines as needed

PART 10: MANDATORY REPORTING

A final report demonstrating how the objective of the grant was achieved is due 60 days from the completion of all projects. On longer term, more complex projects, once those projects are initiated, a progress report is required every 90 days until the project is completed unless the SBCF&GC decides due to the nature of the project, progress reports are not needed.

	Date	Actual Date Submitted (Do not write here)
Progress Report	None proposed	
Progress Report	None proposed	
Final Report to SBCFGC	9/30/23	

NOTE: Receipts for expenditures to date must be submitted with each progress report as applicable.

PART 12: AGREEMENT

If awarded funds from the Santa Barbara County Fish and Game Commission, I agree to:

- Complete the project as indicated and provide all reports and products as indicated in this application; including any amendments requested by the SBCFGC.
- Spend funds as outlined in this application and/or as voted upon by the SBCFGC. Any request to change how funds are spent must be approved by Santa Barbara County prior to the actual expenditure.

I understand that failure to do so may void this contract with the SBCFGC. Failure to provide such reports and products or use of funds other than voted upon, may result in the loss of granted funds and exclusion from future grant opportunities.

Phil Kohlmetz



Print Name

Signature

Grants Coordinator

7/26/22

Title

Date

Please Return Grant Applications (13 copies) to:

**Santa Barbara County Planning and Development
Attn. Fish and Game Commission
123 E. Anapamu St.
Santa Barbara, CA 93101**

Attachment A
FISH AND GAME CODE
SECTION 13100-13104

13100. (a) The amounts paid to and retained in the county treasury pursuant to Sections 12009 and 13003 shall be deposited in a county fish and wildlife propagation fund and expended for the protection, conservation, propagation, and preservation of fish and wildlife, under the direction of the board of supervisors, pursuant to this chapter.

(b) All proposed expenditures from a county fish and wildlife propagation fund shall be reviewed first at a regular meeting of the county board of supervisors or its designated county fish and game commission to ensure compliance with Section 13103.

13101. (a) The board of supervisors of any county may enter into a written agreement with the board of supervisors of one or more counties for the expenditure of any funds deposited in its fish and wildlife propagation fund pursuant to Section 13100 for any purpose authorized by Section 13103 in either, or any, of the counties for the joint benefit of both, or all, of the counties as the judgment of the boards of supervisors may direct. The purchase of real property necessary for that purpose is lawful and title thereto shall be taken in the joint names of each county which contributes funds therefor. The property may be deeded to the state upon the express condition that it shall be employed for the purposes of this chapter within the counties.

(b) The board of supervisors of one or more counties may enter into a written agreement with the department for the expenditure of any funds deposited in its fish and wildlife propagation fund pursuant to Section 13100 for any purpose authorized by Section 13103.

13102. Expenditures from the fish and game propagation fund of any county shall be subject to the provisions of Division 3 (commencing with Section 29000) of Title 3 of the Government Code.

13103. Expenditures from the fish and wildlife propagation fund of any county may be made only for the following purposes:

(a) Public education relating to the scientific principles of fish and wildlife conservation, consisting of supervised formal instruction carried out pursuant to a planned curriculum and aids to education such as literature, audio and video recordings, training models, and nature study facilities.

(b) Temporary emergency treatment and care of injured or orphaned wildlife.

(c) Temporary treatment and care of wildlife confiscated by the department as evidence.

(d) Breeding, raising, purchasing, or releasing fish or wildlife which are to be released upon approval of the department pursuant to Sections 6400 and 6401 onto land or into waters of local, state, or federal agencies or onto land or into waters open to the public.

(e) Improvement of fish and wildlife habitat, including, but not limited to, construction of fish screens, weirs, and ladders; drainage or other watershed improvements; gravel and rock removal or placement; construction of irrigation and water distribution systems; earthwork and grading; fencing; planting trees and other vegetation management; and removal of barriers to the migration of fish and wildlife.

(f) Construction, maintenance, and operation of public hatchery facilities.

(g) Purchase and maintain materials, supplies, or equipment for either the department's ownership and use or the department's use in the normal performance of the department's responsibilities.

(h) Predator control actions for the benefit of fish or wildlife following certification in writing by the department that the proposed actions will significantly benefit a particular wildlife species.

(i) Scientific fish and wildlife research conducted by institutions of higher learning, qualified researchers, or governmental agencies, if approved by the department.

(j) Reasonable administrative costs, excluding the costs of audits required by Section 13104, for secretarial service, travel, and postage by the county fish and wildlife commission when authorized by the county board of supervisors. For purposes of this subdivision, "reasonable cost" means an amount which does not exceed 15 percent of the average amount received by the fund during the previous three-year period, or ten thousand dollars (\$10,000) annually, whichever is greater, excluding any funds carried over from a previous fiscal year.

(k) Contributions to a secret witness program for the purpose of facilitating enforcement of this code and regulations adopted pursuant to this code.

(l) Costs incurred by the district attorney or city attorney in investigating and prosecuting civil and criminal actions for violations of this code, as approved by the department.

(m) Other expenditures, approved by the department, for the purpose of protecting, conserving, propagating, and preserving fish and wildlife.

13104. The department may audit, or require the county to audit, expenditures by the county from its fish and wildlife propagation fund in order to determine compliance with this chapter. If, after reviewing the audit, the department determines that expenditures are not in compliance with this chapter, the department may require that all expenditures from the fund be temporarily suspended, or it may seek reimbursement of funds that the department determines, based on the audit, were expended improperly, or both.



Santa Barbara County Fish and Game Commission

Grant Application

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- The SBCFGC will select grants that will be recommended to the County Board of Supervisors for approval of funding. A report to the County Board of Supervisors will be prepared with each recommended grant attached.
- Successful grant applicants will be contacted following County Board of Supervisors approval.

GRANT APPLICATION

Please complete each section of this application. Incomplete applications may be rejected.

PART 1: PROJECT TITLE

Project Title: Upper Mission Creek Habitat In-Stream Flow Water Augmentation Project 2021 - 2023
Amount Requesting: 8,341.21

PART 2: GENERAL INFORMATION

Organization: Friends of Mission Canyon, Inc				
Contact Person: Marc Chytilo				
Address POB 92233				
City	Santa Barbara	State	CA	Zip 93190
Phone	Fax	Email (most communication will be by email)		
805 682 0585		marc@lomcssb.com		

PART 3: PROJECT DESCRIPTION

Note: Please state how the program or project complies with FG Code 13103 (Attachment A) and which provisions apply. If the project is for educational purposes (FG Code 13103 a.), attach a curriculum and examples of any teaching aids to be used.

<p>Per FG Code Sec. 13103(e), improving fish and wildlife habitat. Project adds to in-stream surface water flows in Mission Creek during periods of critically low water flow in 2021 to 2023 to sustain populations of rare and endangered fish and wildlife. This reach of upper Mission Creek was adversely impacted by SCE's December 2019 grading and habitat destruction along Tunnel Road, stressing fish and wildlife populations. Natural water flows in this stretch are reduced by the Mission Tunnel, which intercepts over 1000 af/y of groundwater, a portion of which would otherwise surface in Mission Creek. The drought has further impacted surface flows in this reach. In summer 2021, for the first time in recent history, flows in this stretch of Mission Creek to certain CDFW identified important habitat units stopped entirely, jeopardizing resident fish and wildlife populations. In coordination with CDFW staff and the City of Santa Barbara, a nearby landowner agreed to let their City water connection be used to add water to the Creek. A metering and conveyance system was constructed and operated to deliver and dechlorinate domestic water from this residential City water meter into upper Mission Creek. Augmentation begins annually around July and ends around October, depending on conditions. Flows were augmented in 2021, 2022, and are expected to continue into 2023.</p>

PART 4: BENEFITS TO SANTA BARBARA COUNTY WILDLIFE

Please describe how this project would directly or indirectly benefit Santa Barbara County's wildlife.

Water flowing in upper Mission Creek sustains pools and maintains various live stretches of the creek, allowing aquatic and related terrestrial wildlife habitat and conditions essential for their survival. aquatic fish and wildlife populations in this reach have been stressed by sedimentation caused by SCE's grading, in addition to the drought. The project advances and supports CDFW's ongoing monitoring of fish and wildlife populations in this reach to increase the probability for these populations to survive and be present when SCE completes habitat restoration activities in the area.

PART 5: TIMELINE. For large, multi-year projects, the SBCF&GC may ask for this section to be filled out. For smaller yearly projects or where an item or items are being purchased one time or the project is one event, this section does not apply.

Please provide an outline of your project including the milestones and anticipated achievement dates.

Project Milestones Provide description of milestone Add additional lines if needed.	Date
Project Start Date:	
Milestone: Identify source of water, gain landowner cooperation, seek City support, obtain and install meter, plumbing connections, aerator, conduct CDFW consultation and gain their support	5/1/21
Milestone: 2021 Water Augmentation - initial mobilization and operation (August-November)	8/20/21
Milestone: 2022 Water Augmentation - remobilization and operation (July-October)	7/25/22
Milestone: 2023 Water Augmentation - remobilization and operation (July-October)	7/15/23
Anticipated Completion Date:	11/30/23

PART 6: BUDGET

Please use the form below to list the summary of your budget and other funding sources. Attach a detailed list of items such as equipment, supplies, and other tangible items to be purchased. Receipts must be supplied for all expenditures. The Fish and Game Commission traditionally does not fund administration costs, such as labor, overhead and travel.

\$ Amount Requested from the Fish and Game Commission:	\$ 8,341.20
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Budget Breakdown:

Item Description	Per Unit Cost	Quantity	Total
1. 2021 Plumbing connection equipment, sub-meter, Hose, aerator,	\$ 652.09	1.00	\$ 652.09
2. Water 2021	\$ 24.93	25.89	\$ 645.52
3. 2022 Plumbing Equipment, booster pump,	\$ 4,802.60	1.00	\$ 4,802.60
4. Water 2022	\$ 38.30	27.19	\$ 1,041.00
5. Water 2023 (estimated)	\$		\$ 1,200.00
6.	\$		\$
Total			8,341.21

Please add additional lines as needed

Other Funding Sources

In-kind or Other Funding Sources:	
1. Labor: 2021 Project development, oversight, agency communications, and monitoring	\$ 1,850.00
2 Labor: 2022 Project oversight, agency communications, and monitoring	\$ 1,300.00
3. Labor: 2023 Project oversight, agency communications, and monitoring (est)	\$ 1,100.00
Total Cost of project	12,591.21

Please add additional lines as needed

PART 7: QUALIFICATIONS (optional)

Please describe the personnel who will be working on this project and their background and pertinent qualifications. Name	Background/Qualifications
Marc Chytilo	Field Biologist, Environmental Attorney
Kyle Evans, Hayley Sue	CDFW Staff Biologists
Timothy Tillman	Landowner

Please add additional lines as needed

PART 8: PROJECT PARTNERS (optional)

The Commission strongly encourages prospective grantees to seek partnerships in completing projects. Please list any organizations, groups or agencies that have agreed to participate in your project. Give a brief description of each organization's role in your project. Include any monetary contribution to the project, if any. Please attach a letter of support from each organization. If this is not possible, please include a name and phone number of a person from each organization who can be contacted to verify participation.

Participating Organization	Role	Monetary Contributions	Letter of Support Attached	Name	Phone Number
1. Friends of Mission Canyon	Project Sponsor	\$ In-Kind	Yes	David Lebell	805 886-3993
2. Ca. Dept. of Fish and Wildlife	Consulting, Advising and Overseeing	\$ Staff	Yes	Kyle Evans	805 962-4845
3. Urban Creeks Council	Conducting Watershed Hydrological Stusy	\$ In-Kind	TBD	Eddie Harris	805 962-8260

Please add additional lines as needed

PART 10: MANDATORY REPORTING

A final report demonstrating how the objective of the grant was achieved is due 60 days from the completion of all projects. On longer term, more complex projects, once those projects are initiated, a progress report is required every 90 days until the project is completed unless the SBCF&GC decides due to the nature of the project, progress reports are not needed.

	Date	Actual Date Submitted (Do not write here)
Progress Report		
Progress Report		
Final Report to SBCFGC	12/31/23	

NOTE: Receipts for expenditures to date must be submitted with each progress report as applicable.

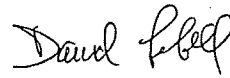
PART 12: AGREEMENT

If awarded funds from the Santa Barbara County Fish and Game Commission, I agree to:

- Complete the project as indicated and provide all reports and products as indicated in this application; including any amendments requested by the SBCFGC.
- Spend funds as outlined in this application and/or as voted upon by the SBCFGC. Any request to change how funds are spent must be approved by Santa Barbara County prior to the actual expenditure.

I understand that failure to do so may void this contract with the SBCFGC. Failure to provide such reports and products or use of funds other than voted upon, may result in the loss of granted funds and exclusion from future grant opportunities.

David Lebell



Print Name

Signature

President, FOMC

11/3/22

Title

Date

Please Return Grant Applications (13 copies) to:

Santa Barbara County Planning and Development
Attn. Fish and Game Commission
123 E. Anapamu St.
Santa Barbara, CA 93101

Attachment A
FISH AND GAME CODE
SECTION 13100-13104

13100. (a) The amounts paid to and retained in the county treasury pursuant to Sections 12009 and 13003 shall be deposited in a county fish and wildlife propagation fund and expended for the protection, conservation, propagation, and preservation of fish and wildlife, under the direction of the board of supervisors, pursuant to this chapter.

(b) All proposed expenditures from a county fish and wildlife propagation fund shall be reviewed first at a regular meeting of the county board of supervisors or its designated county fish and game commission to ensure compliance with Section 13103.

13101. (a) The board of supervisors of any county may enter into a written agreement with the board of supervisors of one or more counties for the expenditure of any funds deposited in its fish and wildlife propagation fund pursuant to Section 13100 for any purpose authorized by Section 13103 in either, or any, of the counties for the joint benefit of both, or all, of the counties as the judgment of the boards of supervisors may direct. The purchase of real property necessary for that purpose is lawful and title thereto shall be taken in the joint names of each county which contributes funds therefor. The property may be deeded to the state upon the express condition that it shall be employed for the purposes of this chapter within the counties.

(b) The board of supervisors of one or more counties may enter into a written agreement with the department for the expenditure of any funds deposited in its fish and wildlife propagation fund pursuant to Section 13100 for any purpose authorized by Section 13103.

13102. Expenditures from the fish and game propagation fund of any county shall be subject to the provisions of Division 3 (commencing with Section 29000) of Title 3 of the Government Code.

13103. Expenditures from the fish and wildlife propagation fund of any county may be made only for the following purposes:

(a) Public education relating to the scientific principles of fish and wildlife conservation, consisting of supervised formal instruction carried out pursuant to a planned curriculum and aids to education such as literature, audio and video recordings, training models, and nature study facilities.

(b) Temporary emergency treatment and care of injured or orphaned wildlife.

(c) Temporary treatment and care of wildlife confiscated by the department as evidence.

(d) Breeding, raising, purchasing, or releasing fish or wildlife which are to be released upon approval of the department pursuant to Sections 6400 and 6401 onto land or into waters of local, state, or federal agencies or onto land or into waters open to the public.

(e) Improvement of fish and wildlife habitat, including, but not limited to, construction of fish screens, weirs, and ladders; drainage or other watershed improvements; gravel and rock removal or placement; construction of irrigation and water distribution systems; earthwork and grading; fencing; planting trees and other vegetation management; and removal of barriers to the migration of fish and wildlife.

(f) Construction, maintenance, and operation of public hatchery facilities.

(g) Purchase and maintain materials, supplies, or equipment for either the department's ownership and use or the department's use in the normal performance of the department's responsibilities.

(h) Predator control actions for the benefit of fish or wildlife following certification in writing by the department that the proposed actions will significantly benefit a particular wildlife species.

(i) Scientific fish and wildlife research conducted by institutions of higher learning, qualified researchers, or governmental agencies, if approved by the department.

(j) Reasonable administrative costs, excluding the costs of audits required by Section 13104, for secretarial service, travel, and postage by the county fish and wildlife commission when authorized by the county board of supervisors. For purposes of this subdivision, "reasonable cost" means an amount which does not exceed 15 percent of the average amount received by the fund during the previous three-year period, or ten thousand dollars (\$10,000) annually, whichever is greater, excluding any funds carried over from a previous fiscal year.

(k) Contributions to a secret witness program for the purpose of facilitating enforcement of this code and regulations adopted pursuant to this code.

(l) Costs incurred by the district attorney or city attorney in investigating and prosecuting civil and criminal actions for violations of this code, as approved by the department.

(m) Other expenditures, approved by the department, for the purpose of protecting, conserving, propagating, and preserving fish and wildlife.

13104. The department may audit, or require the county to audit, expenditures by the county from its fish and wildlife propagation fund in order to determine compliance with this chapter. If, after reviewing the audit, the department determines that expenditures are not in compliance with this chapter, the department may require that all expenditures from the fund be temporarily suspended, or it may seek reimbursement of funds that the department determines, based on the audit, were expended improperly, or both.

MEMORANDUM
FRIENDS OF MISSION CANYON

TO: SBC FISH AND GAME COMMISSION
FROM: FRIENDS OF MISSION CANYON
SUBJECT: UPPER MISSION CREEK IN STREAM FLOW AUGMENTATION PROJECT
EXPENSE DOCUMENTATION
DATE: 11/2/22

September – November 2021

Materials:

FOMC: Hoses, connectors, aerator, \$511.00, Cal-Coast Irrigation, 9/9/21
Landowner: brass sub-meter, timer, \$141.09

Total 2021 materials:

Labor: Plumbing install meter, timer, hose bib/connector @ 1530
2021 Plumbing, set up and install hose and connect to creek (Mario \$500)
Coordinate with CDFW and City SB (MC in kind)
Install and monitor initial discharge shake down (MC – in kind)
MC total In Kind 2021 \$ 1850
Mario \$ 500

July 2021

Labor: Monitor and coordinate discharge July-October 2021 (MC, in kind)
Coordinate with CDFW, water quality (Dissolved Oxygen, Temp) and habitat quality
Decommission setup for wet season

2021 Water Use and Cost

Water use: 18,650 gallons (based on sub-meter measuring water actually delivered to creek)
(24.93 HCF @ \$25.89)

Water Cost: \$ 645.52

July 2022

Labor: Recommission delivery system, test water sources, trial all-night (8+ hours) discharges in coordination with CDFW to maintain DO and temps (MC total 2022 In-Kind: \$1300)

August 2022

In early 2022, City of SB relocated Landowner's water meter to site 300 yards away and at an elevation approximately 100' lower. This substantially reduced pressure and flow to creek. It became evident that even running 100% of the houses' water to the creek all night, it was impossible to provide adequate water to the creek augmentation. In response, Landowner

installs booster pump, discharges shortened to 30-60 minutes, resulting in increased aeration and lower temperatures

Booster Pump

- 1) site prep and electrical (Swan Construction)
 - Materials: \$ 932
 - Labor: \$ 4,085
- 2) Pump and Tank installation (Construction Plumbing)
 - Materials: \$ 4,004.02
 - Labor (Installation): \$ 2,413.75
- 3) Total Booster Pump costs: \$ 11,434.77

Although the booster pump was necessary to deliver water to the creek, it also benefitted landowner by enabling water supply at night. Landowner has agreed to pay a pro rata share of booster pump system expenses. Applying the same pro rata share as was observed with water costs (where the increase of water use above baseline was attributed to the creek augmentation) Since the Creek Augmentation pro rata share 42% (based on % of annual water costs attributed to creek versus non-creek uses, 2021

$$\text{\$ } 11,434.77 \times 0.42 = \text{\$ } 4,802.60$$

Labor: monitoring of discharges and coordination with CDFW (MC, Andrew, in kind)

2022 Water Use and Cost

Water Use 28,640 gallons (38.3 HCF @ \$27.19)
Water Cost: \$ 1041.00



Buellton
 Cal Coast Irrigation Inc.
 180 Industrial Way
 Buellton CA 93427
 805-693-8523
 Fax: 805-693-8524

FOMC

XS

CUSTOMER COPY



INVOICE

2109-622626 PAGE 1 OF 1

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BUELLTON CASH SALES 180 INDUSTRIAL WAY BUELLTON CA 93427

JOB ADDRESS
180 INDUSTRIAL WAY BUELLTON CA 93427 805-693-8523

ACCOUNT	JOB
6	0
SOLD ON	9/9/2021 3:49:58 PM
CUST PICKUP	
BRANCH	5000
CUSTOMER PO#	MISSION CANYON
STATION	WATER C8
CASHIER	33
SALESPERSON	JV
ORDER ENTRY	

Quantity	UM	Item	Description	D	T	Price	Per	Amount
Quote: 2109-622570								
3	EA	P65-015-0015	1 1/2 BLUE LAY FLAT 300'		Y	128.5900	EA	385.77
8	EA	S80-143-0015	1 1/2 INS COUPLER		Y	1.7000	EA	13.60
2	EA	S80-135-0015	1 1/2 INS FA		Y	7.7900	EA	15.58
2	EA	S40-439-0210	1 1/2 X 3/4 T BUSHING		Y	4.0700	EA	8.14
1	EA	S80-101-0012	AP109 3/4 MPT X 3/4 FHT		Y	3.1700	EA	3.17
12	EA	D30-091-0024	HSS 24 HOSE CLAMP		Y	1.3000	EA	15.60
1	EA	A01-200-0000	3/4 BR IMPACT SPRINKLER FC		Y	31.1850	EA	31.19
1	EA	C20-650-3452	3/4 TEFLON TAPE		Y	1.2000	EA	1.20
		AL: VISA CREDIT						
		SALE: 511.00						
		Entry Mode: CHIP						
		AID: A0000000031010						

Payment Method(s)

Visa 511.00 #####4588 08677G

Remit to payment:
 Cal-Coast Irrigation, Inc.
 1480 W. Stowell Road
 Santa Maria, CA 93458

Sales Terms: NET 10th Prox.
 Rental Terms: NET 10 Days

*Missin Creek
 How Agreethi*

CABU 7.75%	SubTotal	474.25
	Sales Tax	36.75
	Deposit	
Please Pay This Amount	511.00	

Signature

MARIO PACHECO

INVOICE

PO Box 904
Santa Barbara, CA
93102

Attention: [REDACTED]
1530 Mission Canyon Rd
Santa Barbara, CA 93105
Date: 10/25/2021

Mission Creek Project
Invoice Number: 1023
Payable upon Receipt

Description	Quantity	Unit Price	Cost
Set up Creek water project	8	\$25.00	\$200.00
Plumbing and drop hose hours	7	\$25.00	\$175.00
Decommission Creek Project	5	\$25.00	\$125.00
Gardenia Water Timer	1	\$41.09	\$41.09
Brass Water meter-WM-NLC Series	1	\$100.00	\$100.00
		Subtotal	\$641.09
			\$0.00
		Total	\$641.09

Thank you for your business!

Billing History

Select a Year: 2021

Bill Date	Balance Forward	Current Bill	Bill Total	eBill
12/09/2021	\$.00	\$79.96	\$79.96	View
11/11/2021	\$.00	\$403.18	\$403.18	View
10/13/2021	\$.00	\$325.51	\$325.51	View
09/15/2021	\$.00	\$84.58	\$84.58	View
08/11/2021	\$.00	\$72.89	\$72.89	View
07/12/2021	\$.00	\$68.45	\$68.45	View
06/09/2021	\$.00	\$68.45	\$68.45	View
05/11/2021	\$.00	\$68.45	\$68.45	View
04/12/2021	\$.00	\$68.45	\$68.45	View
03/11/2021	\$.00	\$68.45	\$68.45	View
02/10/2021	\$.00	\$68.45	\$68.45	View
01/13/2021	\$.00	\$68.45	\$68.45	View



CITY OF SANTA BARBARA
 POST OFFICE BOX 60809
 SANTA BARBARA CA 93160-0809
 SEE REVERSE FOR CONTACT INFORMATION

Utility Bill

BILLS MAY BE PAID AT CITY HALL: 735 ANACAPA - MAKE CHECKS PAYABLE TO : CITY OF SANTA BARBARA

ACCOUNT INFORMATION

Account #: [REDACTED]
 Customer Name: [REDACTED]
 Service Address: 1530 MISSION CANYON RD
 Billing Date: 09/15/2021 Billing Days: 33
 Service Period: 07/22/21 to 08/24/21
 Next Reading On Or About: 10/15/2021
 Dwelling Units 1.00

BILLING SUMMARY

Previous Balance 72.89
 Payment Received \$-72.89
BALANCE FORWARD \$0.00
CURRENT CHARGES MUST BE PAID BY: 10/05/21
 Water Service: 84.58
 Total Current Charges: \$84.58

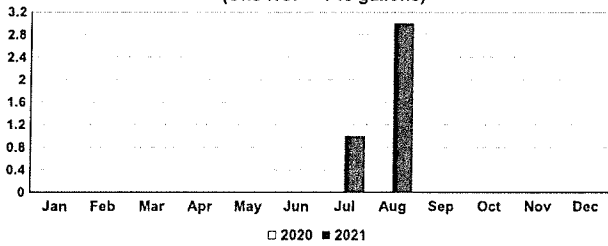
TOTAL CHARGES NOW DUE \$84.58

SEE REVERSE FOR DETAIL OF CURRENT CHARGES

WATER USAGE INFORMATION

Meter #: 14142962D
 Current Reading: 13 Previous Reading: 10
 Current Usage: 3 HCF (2244 gallons)

Your Water Usage in HCF
 (One HCF = 748 gallons)



TRASH & RECYCLING INFORMATION

Please return bottom portion along with your payment and make your check payable to City of Santa Barbara



CITY OF SANTA BARBARA
 POST OFFICE BOX 1990
 SANTA BARBARA, CA 93102-1990

Utility Bill

ACCOUNT INFORMATION

BILLING DATE: 09/15/2021
 DELINQUENT DATE: 10/05/2021
 ACCOUNT NUMBER: [REDACTED]
 TOTAL NOW DUE: \$84.58

AMOUNT ENCLOSED:

[REDACTED]

REMIT TO:
 CITY OF SANTA BARBARA
 PO BOX 60809
 SANTA BARBARA, CA 93160-0809

[REDACTED]
 1530 MISSION CANYON RD
 SANTA BARBARA CA 93105

[REDACTED] 00000000008458

BILLING DETAIL

WATER SERVICE	Usage (HCF)	Unit Cost	Current Amount
Monthly Service Charge - 1" Meter			\$70.72
Multi Family Residential Tier 1 Usage	3	\$4.62	\$13.86
		Subtotal:	\$84.58
TOTAL CURRENT CHARGES:			\$84.58

WHO TO CALL**WATER/SEWER**

Water/sewer billing questions, begin/cancel service, or address changes: (805) 564-5343

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OTHER PAYMENT OPTIONS

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PROCEDURE FOR REVIEW AND APPEAL OF DISPUTED UTILITY BILLINGS

1. REVIEW BY ACCOUNTING MANAGER. A customer who desires to dispute the accuracy of a bill for water, sewer, and/or refuse service shall, no later than 40 days from the date of the original bill, submit a written request to the City's Accounting Manager, or designated representative, for review of the bill. Upon such a request, the customer shall be given an opportunity for a review, investigation and hearing by the Accounting Manager, or designee, concerning the accuracy of the bill. The Accounting Manager, or designee, shall have the authority to correct an erroneous bill. The customer shall be given written notification of the decision regarding the dispute.

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 POST OFFICE BOX 60809
 SANTA BARBARA CA 93160-0809
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Utility Bill

BILLS MAY BE PAID AT CITY HALL: 735 ANACAPA - MAKE CHECKS PAYABLE TO : CITY OF SANTA BARBARA

ACCOUNT INFORMATION

Account #: [REDACTED]
 Customer Name: [REDACTED]
 Service Address: 1530 MISSION CANYON RD
 Billing Date: 10/13/2021 Billing Days: 30
 Service Period: 08/24/21 to 09/23/21
 Next Reading On Or About: 11/12/2021
 Dwelling Units 1.00

BILLING SUMMARY

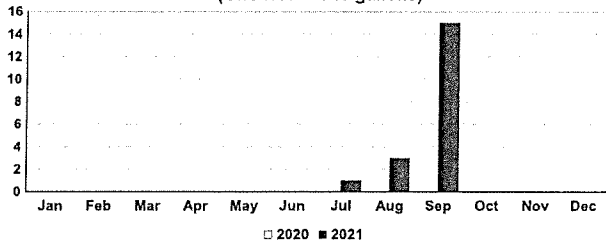
Previous Balance	84.58
Payment Received	\$-84.58
BALANCE FORWARD	\$0.00
CURRENT CHARGES MUST BE PAID BY:	11/02/21
Water Service:	325.51
Total Current Charges:	\$325.51
TOTAL CHARGES NOW DUE	\$325.51

SEE REVERSE FOR DETAIL OF CURRENT CHARGES

WATER USAGE INFORMATION

Meter #: 14142962D
 Current Reading: 28 Previous Reading: 13
 Current Usage: 15 HCF (11220 gallons)

Your Water Usage in HCF
 (One HCF = 748 gallons)



TRASH & RECYCLING INFORMATION

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CITY OF SANTA BARBARA
 POST OFFICE BOX 1990
 SANTA BARBARA, CA 93102-1990

Utility Bill

ACCOUNT INFORMATION

BILLING DATE: 10/13/2021
 DELINQUENT DATE: 11/02/2021
 ACCOUNT NUMBER: [REDACTED]
 TOTAL NOW DUE: \$325.51

AMOUNT ENCLOSED:

REMIT TO:
 CITY OF SANTA BARBARA
 PO BOX 60809
 SANTA BARBARA, CA 93160-0809

[REDACTED]
 1530 MISSION CANYON RD
 SANTA BARBARA CA 93105

[REDACTED] 0000000032551

BILLING DETAIL

WATER SERVICE	Usage (HCF)	Unit Cost	Current Amount
Monthly Service Charge - 1" Meter			\$70.72
Multi Family Residential Tier 1 Usage	4	\$4.62	\$18.48
Multi Family Residential Tier 2 Usage	4	\$13.77	\$55.08
Multi Family Residential Tier 3 Usage	7	\$25.89	\$181.23
		Subtotal:	\$325.51
TOTAL CURRENT CHARGES:			\$325.51

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SWAN CONSTRUCTION/GREENBUILDING.ORG

Class "B" Lic. # 714429

INVOICE SUBMITTED TO:

[REDACTED]

Street: 1530 Misson Canyon

City: Santa Barbara

[REDACTED]

BILLING: Deneen Underwood admin@inspiratia Zip:93105

Date of Plans: 8/18/22

Start date: 8/20/22

Completion Date: 08/29/22

PUMP HOUSE / NEW PUMP FROM CITY WATER SUPPLY (FOR CREEK WATER SUPPLY LINE)

Supply electrical (240) to pump location from Sub Panel at driveway to pump house sub panel.

Burrow under driveway for 1 1/2 inch, 80 conduit. W/ 10 gauge BLK RD WHT GREEN WIRE with two dedicated 20 amp breakers.

Construct a 4' x 4' x 3' pad and walls and W/P cover to house new pump sub panel and bladder tank.

SWAN CONSTRUCTION 132 GARDEN STREET #22 SANTA BARBARA, CALIFORNIA 93101-1857
PHONE: (805) 708-2328 FAX: (805) 963-5787 SKYPE: GREENBUILDING.ORG

E-MAIL: WILLIAMSWAN@GREENBUILDING.ORG

Description	Quantity	Unit Price	Cost
William/ Plans & Supervision	10	\$60.00	\$600.00
Mario	40	\$25.00	\$1,000.00
Connor	14	\$20.00	\$280.00
Rafa	14	\$20.00	\$280.00
Andrew- Electrical	35	\$25.00	\$1,925.00
Materials- Concrete 8x8x16, CMU Rebar/Misc			\$482.00
Electrical Materials			\$450.00
		Subtotal	\$5,017.00
			\$0.00
		Total	\$5,017.00

SWAN CONSTRUCTION 132 GARDEN STREET #22 SANTA BARBARA, CALIFORNIA 93101-1857
PHONE: (805) 708-2328 FAX: (805) 963-5787 SKYPE: GREENBUILDING.ORG


E-MAIL: WILLIAMSWAN@GREENBUILDING.ORG

Construction Plumbing

812B E. Yanonali
Santa Barbara, CA 93103
(805) 965-7377

Invoice

Date	Invoice #
8/24/2022	S14844-IN

Bill To:
 1530 MISSION CANYON ROAD Santa Barbara, CA 93105

Description	Amount
1530 Mission Canyon Road Construct pump station	
SERVICE WORK Labor: Bruce 14.75 hrs @ \$125	\$1,843.75
SERVICE WORK Labor: Steven 9.5 hrs @ \$60	\$570.00
MATERIALS USED Materials used (see list)	\$4,004.02

Thank you for using Construction Plumbing.

Subtotal:	\$6,417.77
Sales Tax:	\$0.00
Total:	\$6,417.77

CONSTRUCTION PLUMBING

Material Consumed on Job Listing

8/24/2022	JOB: ██████████		\$ 3,681.85	\$ 4,004.02
ID#	ITEM	USED	PRICE/UNIT	EXTENSION
1200	GOULD HCS-15	1	\$ 1,954.00	\$ 1,954.00
1201	GOULD V-60 TANK	1	\$ 310.00	\$ 310.00
1202	1" L	20	\$ 7.31	\$ 146.10
1203	3/4" L	5	\$ 5.13	\$ 25.65
1204	1/2" L	2	\$ 3.11	\$ 6.21
1215	3/4" 90	1	\$ 2.42	\$ 2.42
1216	1" 90	7	\$ 5.91	\$ 41.39
1219	1" ST 90	1	\$ 8.91	\$ 8.91
1221	3/4" 45	2	\$ 3.35	\$ 6.70
1222	1" 45	3	\$ 8.40	\$ 25.19
1225	1" ST 45	1	\$ 11.31	\$ 11.31
1235	1/2" tee	3	\$ 1.84	\$ 5.51
1236	3/4" TEE	1	\$ 4.43	\$ 4.43
1237	1" tee	3	\$ 13.26	\$ 39.77
1242	1 x 1/2 x 1 T	2	\$ 16.13	\$ 32.27
1246	1x3/4x1 T	1	\$ 16.13	\$ 16.13
1249	3/4 x 1/2 red	1	\$ 2.88	\$ 2.88
1252	1 x 3/4 red	1	\$ 5.22	\$ 5.22
1255	1/2 M Adp	3	\$ 2.25	\$ 6.76
1257	1/2 fem adp	3	\$ 3.58	\$ 10.73
1259	3/4 M adp	2	\$ 3.78	\$ 7.56
1261	3/4 fem adp	1	\$ 4.90	\$ 4.90
1263	1 M adp	2	\$ 9.64	\$ 19.28
1266	1 fit fem adp	1	\$ 16.23	\$ 16.23
1287	3/4 cxfip union	1	\$ 48.26	\$ 48.26
1290	1 cxfip union	1	\$ 100.55	\$ 100.55
1294	1/2 cxc ball valve	1	\$ 12.95	\$ 12.95
1296	3/4 cxc ball valve	1	\$ 18.31	\$ 18.31
1298	1 cxc ball valve	3	\$ 28.35	\$ 85.05
1318	5/8 CUSH CLAMP	1	\$ 3.06	\$ 3.06
1323	SOLDER	1	\$ 38.21	\$ 38.21
1324	FLUX	0.5	\$ 13.37	\$ 6.68
1325	ACID BRUSH	1	\$ 0.66	\$ 0.66
1327	CLEAN SANDTAPE	0.5	\$ 21.15	\$ 10.58
1328	MAPP GAS	1	\$ 8.03	\$ 8.03
1331	1 BRUSH	1	\$ 4.40	\$ 4.40
1334	1 SPING CK VALV	2	\$ 29.75	\$ 59.50
1338	ADJUSTABLE BLO-OFF	1	\$ 106.45	\$ 106.45
1339	100# GUAGE	1	\$ 37.05	\$ 37.05
1340	1/4" X 3" TAPCONS	2	\$ 1.76	\$ 3.51
1541	1-1/4cxfem union	1	\$ 186.95	\$ 186.95
4304	1" pvc x cop adapt	1	\$ 42.98	\$ 42.98
4308	1/2 pt primer	0.1	\$ 15.32	\$ 1.53
4311	1/2 pt glue	0.1	\$ 15.40	\$ 1.54

CONSTRUCTION PLUMBING

Material Consumed on Job Listing

5176	Teflon tape	1	\$ 2.08	\$ 2.08
5178	pipe dope	0.1	\$ 29.47	\$ 2.95
6144	U-STRUT POST BASE	1	\$ 58.39	\$ 58.39
9614	1 X 2 BRASS NIP	1	\$ 7.47	\$ 7.47
9615	1 X 2 1/2 BR. NIP	1	\$ 8.71	\$ 8.71
9619	1 -1/4 X 2" BR NIP	1	\$ 7.72	\$ 7.72
9620	1/4 X 3 BR. NIPPLE	1	\$ 2.63	\$ 2.63
9621	1/4" BRASS COUPLING	1	\$ 3.69	\$ 3.69
9622	PRESSURE SWITCH	1	\$ 92.55	\$ 92.55
9623	1/2 X 1/4 BRASS REDUCER	2	\$ 4.94	\$ 9.88
10001		0	\$ -	\$ -
10002		0	\$ -	\$ -
10003		0	\$ -	\$ -
10004		0	\$ -	\$ -

Billing History

Select a Year: 2022

<u>Bill Date</u>	Balance Forward	Current Bill	Bill Total	eBill
<u>10/11/2022</u>	\$0.00	\$3,958.10	\$3,958.10	View
<u>09/12/2022</u>	\$0.00	\$151.50	\$151.50	View
<u>08/08/2022</u>	\$0.00	\$70.72	\$70.72	View
<u>07/13/2022</u>	\$0.00	\$70.72	\$70.72	View
<u>06/13/2022</u>	\$0.00	\$70.72	\$70.72	View
<u>05/10/2022</u>	\$0.00	\$70.72	\$70.72	View
<u>04/11/2022</u>	\$0.00	\$70.72	\$70.72	View
<u>03/10/2022</u>	\$0.00	\$70.72	\$70.72	View
<u>02/10/2022</u>	\$0.00	\$70.72	\$70.72	View
<u>01/13/2022</u>	\$0.00	\$70.72	\$70.72	View



CITY OF SANTA BARBARA
 POST OFFICE BOX 60809
 SANTA BARBARA CA 93160-0809
 SEE REVERSE FOR CONTACT INFORMATION

Utility Bill

BILLS MAY BE PAID AT CITY HALL: 735 ANACAPA - MAKE CHECKS PAYABLE TO : CITY OF SANTA BARBARA

ACCOUNT INFORMATION

Account #: [REDACTED]
 Customer Name: [REDACTED]
 Service Address: 1530 MISSION CANYON RD
 Billing Date: 10/11/2022 Billing Days: 32
 Service Period: 08/18/22 to 09/19/22
 Next Reading On Or About: 11/10/2022
 Dwelling Units 1.00

BILLING SUMMARY

Previous Balance 151.50
 Payment Received \$-151.50
 BALANCE FORWARD \$0.00
 CURRENT CHARGES MUST BE PAID BY: 10/31/22
 Water Service: 3,958.10
 Total Current Charges: \$3,958.10

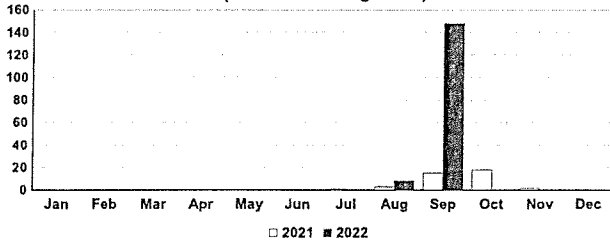
TOTAL CHARGES NOW DUE \$3,958.10

SEE REVERSE FOR DETAIL OF CURRENT CHARGES

WATER USAGE INFORMATION

Meter #: 14142962D
 Current Reading: 204 Previous Reading: 56
 Current Usage: 148 HCF (110704 gallons)

Your Water Usage in HCF
 (One HCF = 748 gallons)



TRASH & RECYCLING INFORMATION

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CITY OF SANTA BARBARA
 POST OFFICE BOX 1990
 SANTA BARBARA, CA 93102-1990

Utility Bill

ACCOUNT INFORMATION

BILLING DATE: 10/11/2022
 DELINQUENT DATE: 10/31/2022
 ACCOUNT NUMBER: [REDACTED]
 TOTAL NOW DUE: \$3,958.10

AMOUNT ENCLOSED:

REMIT TO:
 CITY OF SANTA BARBARA
 PO BOX 60809
 SANTA BARBARA, CA 93160-0809

[REDACTED]
 1530 MISSION CANYON RD
 SANTA BARBARA CA 93105

[REDACTED] 0000000395810

BILLING DETAIL

WATER SERVICE	Usage (HCF)	Unit Cost	Current Amount
Monthly Service Charge - 1" Meter			\$74.26
Multi Family Residential Tier 1 Usage	4	\$4.85	\$19.40
Multi Family Residential Tier 2 Usage	4	\$14.46	\$57.84
Multi Family Residential Tier 3 Usage	140	\$27.19	\$3,806.60
		Subtotal:	\$3,958.10
TOTAL CURRENT CHARGES:			\$3,958.10

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ACCOUNT INFORMATION

Account #: [REDACTED]
 Customer Name: [REDACTED]
 Service Address: 1530 MISSION CANYON RD
 Billing Date: 09/12/2022 Billing Days: 29
 Service Period: 07/20/22 to 08/18/22
 Next Reading On Or About: 10/12/2022
 Dwelling Units 1.00

BILLING SUMMARY

Previous Balance 70.72
 Payment Received \$-70.72
BALANCE FORWARD \$0.00
CURRENT CHARGES MUST BE PAID BY: 10/02/22
 Water Service: 151.50
 Total Current Charges: \$151.50

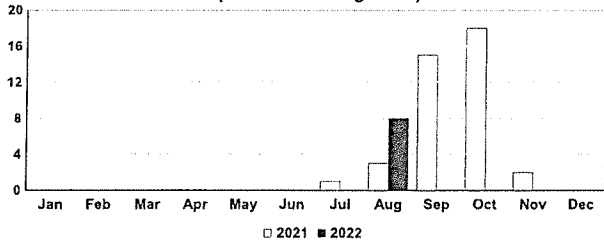
TOTAL CHARGES NOW DUE \$151.50

SEE REVERSE FOR DETAIL OF CURRENT CHARGES

WATER USAGE INFORMATION

Meter #: 14142962D
 Current Reading: 56 Previous Reading: 48
 Current Usage: 8 HCF (5984 gallons)

Your Water Usage in HCF
 (One HCF = 748 gallons)



TRASH & RECYCLING INFORMATION

Please return bottom portion along with your payment and make your check payable to City of Santa Barbara



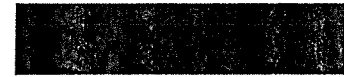
CITY OF SANTA BARBARA
 POST OFFICE BOX 1990
 SANTA BARBARA, CA 93102-1990

Utility Bill

ACCOUNT INFORMATION

BILLING DATE: 09/12/2022
 DELINQUENT DATE: 10/02/2022
 ACCOUNT NUMBER: [REDACTED]
 TOTAL NOW DUE: \$151.50

AMOUNT ENCLOSED: [REDACTED]



REMIT TO:
 CITY OF SANTA BARBARA
 PO BOX 60809
 SANTA BARBARA, CA 93160-0809

[REDACTED]
 1530 MISSION CANYON RD
 SANTA BARBARA CA 93105

[REDACTED] 0000000015150

BILLING DETAIL

WATER SERVICE	Usage (HCF)	Unit Cost	Current Amount
Monthly Service Charge - 1" Meter			\$74.26
Multi Family Residential Tier 1 Usage	4	\$4.85	\$19.40
Multi Family Residential Tier 2 Usage	4	\$14.46	\$57.84
		Subtotal:	\$151.50
TOTAL CURRENT CHARGES:			\$151.50

WHO TO CALL**WATER/SEWER**

Water/sewer billing questions, begin/cancel service, or address changes: (805) 564-5343

Unusually high water use and conservation questions: (805) 564-5460 or visit www.SantaBarbaraCA.gov/Water

TRASH/RECYCLING

Trash/recycling billing questions, begin/cancel service, or waste was not picked up: **Marborg (805)-963-1852**

Other questions about trash and recycling: (805) 564-5631 or visit www.sbrecycles.org

OTHER PAYMENT OPTIONS

If you would like your monthly payment automatically deducted from your bank account download the Application for Auto Pay at www.SantaBarbaraCA.gov/UtilityBilling or contact the billing office at (805) 564-5343.

Credit card payments are only accepted at the City Hall cashing office: 735 Anacapa, Santa Barbara, CA.

PROCEDURE FOR REVIEW AND APPEAL OF DISPUTED UTILITY BILLINGS

1.REVIEW BY ACCOUNTING MANAGER. A customer who desires to dispute the accuracy of a bill for water, sewer, and/or refuse service shall, no later than 40 days from the date of the original bill, submit a written request to the City's Accounting Manager, or designated representative, for review of the bill. Upon such a request, the customer shall be given an opportunity for a review, investigation and hearing by the Accounting Manager, or designee, concerning the accuracy of the bill. The Accounting Manager, or designee, shall have the authority to correct an erroneous bill. The customer shall be given written notification of the decision regarding the dispute.

2.APPEAL TO FINANCE DIRECTOR. If a customer disagrees with the decision of the Accounting Manager, or designee, the customer may appeal that decision to the Finance Director. Any such appeal must be filed in writing with the Finance Director at City Hall within five (5) days after written notice of the decision of the

Accounting Manager, or designee, is given to the customer. The Finance Director, or a designated representative, may review the accuracy of the amount billed, but will not review appeals under this procedure concerning service, general level of rates, pending rate changes, source of water and similar matters. All decisions of the Finance Director will be final.

3.DISCONTINUANCE OF SERVICE FOR FAILURE TO PAY. Water service will be discontinued if a bill has not been paid in full and a timely and proper appeal has not been filed or an appeal has been denied and the appeal is final.

4.NOTICE. Under this review and appeal procedure, notice by City is deemed to be given when (1) personally given to the customer, (2) left at the premises where the service was given, or (3) enclosed in an envelope addressed to the customer with postage prepaid and deposited in the United States mail.



State of California – Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE

South Coast Region
3883 Ruffin Road
San Diego, CA 92123
(858) 467-4201
www.wildlife.ca.gov

GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director



September 12, 2022

Marc Chytilo
Law Office of Marc Chytilo, APC
Post Office Box 92233
Santa Barbara, CA 93190
Email: Marc@lomcsb.com

Dear Marc Chytilo,

The staff and I from the California Department of Fish and Wildlife (Department) would like to express our sincere appreciation to you for allowing access thru your property to monitor the pool on Mission Creek. In addition, your assistance in keeping the water level in this pool stable by augmenting with an onsite residential water source. This pool is important refugia for the Federally endangered and state candidate southern California steelhead trout.

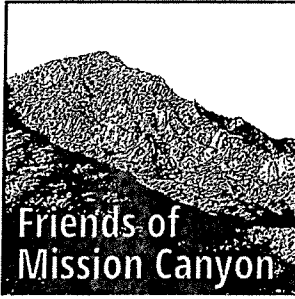
I believe our collaboration continues to pave the way for closer relations between the Department and our constituents and I hope that we can continue to strengthen this friendship through future cooperative efforts. Please feel free to contact me, or Mr. Kyle Evans of my staff, if anything comes up or if you need a CDFW contact in the future. I can be reached at the letterhead address and phone number and Kyle can be reached at Kyle.Evans@wildlife.ca.gov.

Sincerely,

DocuSigned by:
Edmund Pert
A87CE992DB57479...

Edmund Pert
Regional Manager
South Coast Region

ec: Richard Burg, CDFW, San Diego – Richard.Burg@wildlife.ca.gov
Kyle Evans, CDFW, Santa Barbara – Kyle.Evans@wildlife.ca.gov



November 3, 2022

Chair and Members
Santa Barbara County Fish and Game Commission
c/o Sharon Foster
123 Anapamu Street
Santa Barbara, California 93101

RE: Support for Upper mission Creek In-Stream Flow Augmentation Project

Chair and Members of the Commission:

Please accept this letter in support of the request for funding for the costs of augmentation of surface flows in Mission Creek to enhance habitat and support populations of important fish and wildlife.

While Friends of Mission Canyon is technically a sponsor of this project, and will serve as the fiscal agent for distribution of the grant proceeds, these funds will reimburse individuals that have stepped up and taken swift action to protect these resources. We acknowledge the support of the landowners that agreed to provide the water supply with the hope that this grant would allow at least partial reimbursement of their out of pocket costs. Without their action, populations of important fish and wildlife may have perished from the cumulative effects of SCE's dumping of debris in the upper Mission Creek Watershed, the diversion of groundwater out of the watershed, and the drought.

We believe this project is extremely well-suited for funding from the County's Fish and Wildlife Propagation fund that received \$656,250.00 as part of the Judgment in *People of the State of California v. Southern California Edison Company*, Santa Barbara County Superior Court No. 20CV04002, filed December 4, 2020.

We ask that your Commission recommend that the Board of Supervisors approve this request.

Respectfully Submitted,

David Lebell, President
Friends of Mission Canyon

FILED

SUPERIOR COURT of CALIFORNIA
COUNTY of SANTA BARBARA

12/04/2020

Darrel E. Parker, Executive Officer
BY Chavez, Terri
Deputy Clerk

1 JOYCE E. DUDLEY
District Attorney, Santa Barbara County
2 MORGAN S. LUCAS (SBN 288401)
CHRISTOPHER B. DALBEY (SBN 285562)
3 Deputy District Attorneys
4 1112 Santa Barbara Street
Santa Barbara, California 93101
5 (805) 568-2300

6 *Attorneys for Plaintiff*

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF SANTA BARBARA**

10 **Anacapa Division**

11
12 THE PEOPLE OF THE STATE OF
CALIFORNIA,

13 Plaintiff,

14 vs.

15 SOUTHERN CALIFORNIA EDISON
16 COMPANY,

17 Defendant.

Case No.: 20CV04002

~~PROPOSED~~ FINAL JUDGMENT BY
STIPULATION

18
19
20 Plaintiff, THE PEOPLE OF THE STATE OF CALIFORNIA, appearing through their
21 attorneys, Joyce E. Dudley, the District Attorney of Santa Barbara County, by Deputy District
22 Attorneys Morgan S. Lucas and Christopher B. Dalbey (the "People"); and Defendant,
23 SOUTHERN CALIFORNIA EDISON COMPANY, a California Corporation, ("Defendant" or
24 "SCE"), by its attorneys, Munger, Tolles & Olson LLP, by Brad D. Brian and E. Martin
25 Estrada, have stipulated to the entry of this Final Judgment Pursuant to Stipulation ("Final
26 Judgment") without the Court taking evidence.

27 The Parties also have waived their right to appeal and have agreed to resolve and settle
28 the above-captioned matter without further litigation and without admitting, denying, or

1 conceding any allegation or claim referred to herein or discussed between the Parties or as set
2 forth in the First Amended Complaint, except as set forth below under the “LIABILITY”
3 heading.

4 The Court having considered the pleadings and good cause appearing HEREBY
5 ORDERS, ADJUDGES, AND DECREES that the People have judgment against Defendant as
6 follows.

7 DEFINITIONS

8 1. For purposes of this Final Judgment, the People and Defendant shall be referred
9 to collectively as “Parties” and individually as “Party.”

10 2. As defined in the First Amended Complaint, the term “Impacted Area” applies to
11 the area where SCE conducted its maintenance and road grading work beginning on December
12 4, 2019. It includes approximately 1.6 miles of Spyglass Ridge Road, commencing at the
13 Inspiration Point Trailhead where Spyglass Road branches toward the northeast from Tunnel
14 Road.

15 JURISDICTION and VENUE

16 3. The action is brought under the laws of the State of California and this Court has
17 jurisdiction of the subject matter hereof and the Parties hereto. Venue is proper before this
18 Court.

19 APPLICABILITY

20 4. The injunctive provisions of this Final Judgment are applicable to SCE and all
21 successors, assigns, and subsidiaries of SCE and are applicable to SCE’s parent corporation,
22 Edison International (collectively “Enjoined Persons”). Enjoined Persons are also subject to
23 these injunctive provisions for any instructions or directives SCE gives to subcontractors or
24 other entities performing work on behalf of SCE.

25 INJUNCTIVE PROVISIONS

26 5. Pursuant to the statutory provisions cited below, Enjoined Persons are enjoined
27 for a period of five years from the date of entry of this Final Judgment from engaging, directly
28 or indirectly, in any of the following acts or practices in the State of California:

- 1 a. Under Fish and Game Code section 1615(e) and Business and
2 Professions Code section 17203, without prior authorization from the
3 California Department of Fish and Wildlife (“CDFW”) in accord with
4 Fish and Game Code section 1602(a)(1) through (a)(4), substantially
5 diverting or obstructing the natural flow of, or substantially changing or
6 using any material from the bed, channel, or bank of, any river, stream, or
7 lake, or depositing or disposing of debris, waste, or other material
8 containing crumbled, flaked, or ground pavement where it may pass into
9 any river, stream, or lake, in violation of Fish and Game Code
10 section 1602(a).
- 11 b. Under Fish and Game Code section 5650.1(f) and Business and
12 Professions Code section 17203, except as authorized by Fish and Game
13 Code section 5650(b), depositing in, permitting to pass into, or placing
14 where it can pass into the waters of the State of California any substance
15 or material deleterious to fish, plant life, mammals, or bird life, in
16 violation of Fish and Game Code section 5650(a)(6).
- 17 c. Under Business and Profession Code section 17203, causing or
18 permitting to exist any log jam or debris accumulation or any other
19 artificial barrier, except a dam for the storage or diversion of water,
20 public bridges and approaches thereto, groins, jetties, seawalls,
21 breakwaters, bulkheads, wharves and piers permitted by law, and debris
22 from mining operations, in any stream in California, which will prevent
23 the passing of fish up and down stream or which is deleterious to fish, in
24 violation of Fish and Game Code section 5948.
- 25 d. Under Business and Profession Code section 17203, knowingly or
26 negligently discharging pollutants to the navigable waters of the United
27 States, in violation of Water Code section 13387 and United States Code,
28 title 33, section 1311(a).

1 e. Under Santa Barbara County Ordinance section 14-34(b) and Business
2 and Profession Code section 17203, causing or allowing a significant
3 environmental impact to occur as a result of new grading, in violation of
4 Santa Barbara County Ordinance section 14-6.

5 f. Under Business and Profession Code section 17203, engaging in or
6 performing any of the following acts within California: committing acts
7 of unfair competition by violating Fish and Game Code sections 1602,
8 5650, or 5948; Water Code sections 13376 or 13387; United States
9 Code, title 33, section 1311(a); or Santa Barbara County Ordinance
10 section 14-6.

11 6. Under Fish and Game Code section 1602, SCE submitted a Notification of Lake
12 or Streambed Alteration for the Mission Canyon Stream Habitat Restoration Project [hereafter
13 "Restoration Project"] (Notification No. 1600-2020-0149-R5). Under Fish and Game Code
14 section 1615(e) and Business and Professions Code section 17203, Enjoined Persons shall
15 comply with all written instructions from CDFW concerning the completeness of Notification
16 No. 1600-2020-0149-R5; modifications or additions to this Notification; preparation of and
17 entry into a Lake or Streambed Alteration Agreement; and the completion of all requirements
18 imposed on SCE by any Lake or Streambed Alteration Agreement for the Restoration Project.

19 7. Immediately upon the issuance of the Remediation Complete Letter from CDFW
20 regarding the Lake or Streambed Alteration Agreement referenced in Paragraph 6 herein,
21 Enjoined Persons' obligations under Paragraph 6 shall cease.

22 8. Under Business and Professions Code section 17203, unless otherwise notified in
23 writing by the Santa Barbara Planning and Development Department, Enjoined Persons shall
24 complete the Mission Canyon Road Repair Project as outlined in Land Use Permit No. 20LUP-
25 00000-00132 issued by the County of Santa Barbara Planning and Development Department.

26 9. Under Business and Professions Code section 17203, in addition to the work
27 outlined in Land Use Permit No. 20LUP-00000-00132, Enjoined Persons shall obtain all
28 required permits from the County of Santa Barbara for work needed to complete abatement of

1 the violations described in the Notice of Violation issued on January 16, 2020, by the Santa
2 Barbara County Planning and Development Department (NOV #7019-1120-0001-0376-7722),
3 including submittal and performance of a restoration plan for damage caused by SCE to the
4 Impacted Area.

5 10. Enjoined Parties' obligations under Paragraphs 8 and 9 herein shall cease upon
6 notification in writing from the County of Santa Barbara that the terms of the permits referenced
7 in Paragraphs 8 and 9 have been met.

8 **CIVIL PENALTIES and COST RECOVERY**

9 11. Defendant shall, within twenty-one days after entry of this Final Judgment, pay
10 civil penalties and costs in the total amount of Three Million, Five Hundred Forty Thousand
11 Dollars (\$3,540,000), pursuant to Fish and Game Code sections 1615 and 5650.1, Business and
12 Professions Code section 17206, and Government Code section 26506. The payments shall be
13 allocated as follows:

- 14 a. One Million, Three Hundred Twelve Thousand, Five Hundred Dollars
15 (\$1,312,500) as civil penalties under Business and Professions Code
16 section 17206, payable to the County of Santa Barbara.
- 17 b. One Hundred, Twenty-Five Thousand Dollars (\$125,000) as civil
18 penalties under Fish and Game Code section 1615(a), payable as follows
19 pursuant to section 1615(f):
- 20 i. Sixty-Two Thousand, Five Hundred Dollars (\$62,500) to Santa
21 Barbara County Fish and Wildlife Propagation Fund; and
- 22 ii. Sixty-Two Thousand, Five Hundred Dollars (\$62,500) to
23 California Department of Fish and Wildlife Fish and Game
24 Preservation Fund.
- 25 c. One Hundred, Twenty-Five Thousand Dollars (\$125,000) as civil
26 penalties under Fish and Game Code section 5650.1(a), payable as
27 follows pursuant to section 5650.1(h):
28

- 1 i. Sixty-Two Thousand, Five Hundred Dollars (\$62,500) to Santa
- 2 Barbara County Fish and Wildlife Propagation Fund; and
- 3 ii. Sixty-Two Thousand, Five Hundred Dollars (\$62,500) to
- 4 California Department of Fish and Wildlife Fish and Game
- 5 Preservation Fund.
- 6 d. One Million, Sixty-Two Thousand, Five Hundred Dollars (\$1,062,500) as
- 7 civil penalties under Fish and Game Code section 5650.1(i), payable as
- 8 follows pursuant to section 5650.1(h):
- 9 i. Five Hundred Thirty-One Thousand, Two Hundred Fifty
- 10 Dollars (\$531,250) to Santa Barbara County Fish and Wildlife
- 11 Propagation Fund; and
- 12 ii. Five Hundred Thirty-One Thousand, Two Hundred Fifty
- 13 Dollars (\$531,250) to California Department of Fish and
- 14 Wildlife Fish and Game Preservation Fund.
- 15 e. Eight Hundred Seventy-Five Thousand Dollars (\$875,000) for
- 16 Supplemental Environmental Projects (“SEPs”) identified in, and in
- 17 accordance with, the terms of **Exhibit A**, attached.
- 18 f. Twenty-Five Thousand Dollars (\$25,000) for cost reimbursement to
- 19 Santa Barbara County District Attorney’s Office.
- 20 g. Fifteen Thousand Dollars (\$15,000) for cost reimbursement to California
- 21 Department of Fish and Wildlife.

22 12. Payment shall be by cashier’s checks, certified checks, or attorney trust-account
23 checks. All checks shall be made payable to the entities identified above, and the People’s
24 counsel shall deliver the checks to those payees. The checks shall be delivered within twenty-
25 one days of the date of entry of this Final Judgment to the following address:

26 Santa Barbara County District Attorney’s Office
27 Attention: Morgan Lucas
28 1112 Santa Barbara Street
 Santa Barbara, California 93101

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ENFORCEMENT OF FINAL JUDGMENT AND PENALTIES

13. Pursuant to Code of Civil Procedure section 664.6 and the request of the Parties, the Court retains jurisdiction over this matter and the terms of the Final Judgment. The People may move this Court to enjoin any violation of any provision of this Final Judgment, and to award other appropriate relief, and Defendant reserves any rights to oppose or defend as may be legally permissible. Nothing in this Final Judgment shall limit any rights of the People to seek any other relief or for criminal or civil remedies for future violations as provided by law, and nothing herein shall limit any rights of Defendant to oppose or dispute any such action by the People.

MATTERS COVERED BY THIS FINAL JUDGMENT

14. This Judgment is a final and binding resolution and settlement of all disputed claims, violations, and causes of action arising from the matters and allegations set forth in the People's First Amended Complaint against Defendant and/or its parent corporation, Edison International, and any subsidiary companies, as well as its officers, directors, employees, agents, representatives, successors, and assignees up to the effective date of this Judgment, collectively known as "Covered Matters." Any claim, violation, or cause of action that is not a Covered Matter as defined above is a "Reserved Claim."

15. Reserved Claims include, without limitation: (1) any unknown violations arising out of matters or allegations that are not set forth in the People's First Amended Complaint, (2) any violation of the injunctive provisions of the Judgment entered in this action, (3) any violation that occurs after the effective date of this Judgment; and (4) any claim, violation, or cause of action against Defendant's independent contractors or subcontractors. The Parties reserve the right to pursue, or defend against, any Reserved Claim. This Paragraph does not affect any statute of limitations, if any, which may be applicable to any Reserved Claim, and does not prohibit Defendant from asserting any statute of limitations or other legal or equitable defenses that may be applicable to any Reserved Claim.

16. The provisions of Paragraphs 14 and 15 are expressly conditioned on Defendant making full payment pursuant to Paragraphs 11 and 12.

1 17. In any subsequent action that may be brought by the People based on any
2 Reserved Claim, SCE agrees that it will not assert that failing to pursue the Reserved Claims as
3 part of this action constitutes claim-splitting, laches, or is otherwise inequitable because such
4 claims should have been brought as part of this action. This paragraph does not prohibit
5 Defendant from asserting any statute of limitations or other legal or equitable defenses that may
6 be applicable to any Reserved Claims.

7 18. Defendant has covenanted not to pursue any civil, appellate, or administrative
8 claims against the People or against any agency or office of or within the County of Santa
9 Barbara, or against any of its officers, employees, representatives, agents or attorneys arising
10 out of or in any way related to any Covered Matter.

11 **NOTICES**

12 19. All submissions and notices required by this Final Judgment, except as otherwise
13 specified above, shall be sent to:

14 For the People: Morgan S. Lucas
15 Deputy District Attorney
16 Santa Barbara County District Attorney’s Office
17 1112 Santa Barbara Street
Santa Barbara, CA 93101

18 For Defendant: Brad D. Brian
19 E. Martin Estrada
20 Munger, Tolles & Olson LLP
21 350 S. Grand Ave., 50th Fl.
Los Angeles, CA 90071-3426
Brad.Brian@mtto.com

22 Any Party may change its notice name and address by informing the other Party in writing, but
23 no change is effective until its receipt is confirmed. All notices and other communications
24 required or permitted under this Final Judgment that are properly addressed as provided in this
25 paragraph are effective upon delivery if delivered personally or by overnight mail, or are effective
26 five (5) days following deposit in the United States mail, postage prepaid, if delivered by mail.
27
28

1 **EFFECT OF JUDGMENT**

2 20. Except as expressly provided in this Final Judgment, nothing in this Final
3 Judgment is intended nor shall it be construed to preclude the People or any state, county, or
4 local agency, department, board, or entity from exercising its authority under any law, statute or
5 regulation.

6 **LIABILITY OF THE PEOPLE**

7 21. To the extent permitted by law, the People and its representatives herein shall not
8 be liable for any injury or damage to persons or property resulting from acts or omissions by
9 Defendant, its directors, officers, employees, agents, representatives or contractors, in carrying
10 out activities pursuant to this Final Judgment, nor shall the People or their representatives be
11 held as a party to or guarantor of any contract entered into by Defendant, its owners, directors,
12 officers, employees, agents, representatives or contractors, in carrying out the requirements of
13 this Final Judgment

14 **NO WAIVER OF RIGHT TO ENFORCE**

15 22. The failure of the People to enforce any provision of this Final Judgment shall
16 neither be deemed a waiver of such provision nor in any way affect the validity of this Final
17 Judgment. The failure of the People to enforce any such provision shall not preclude it from
18 later enforcing the same or any other provision of this Final Judgment. No oral advice,
19 guidance, suggestions or comments by employees or officials of any Party regarding matters
20 covered in this Final Judgment shall be construed to relieve any Party of its obligations under
21 this Final Judgment.

22 **APPLICATION OF FINAL JUDGMENT**

23 23. This Final Judgment shall apply to and be binding upon the People and upon
24 Defendant and its successors and assigns.

25 **LITIGATION EXPENSES and FEES**

26 24. Defendant shall pay its own filing fees, attorney fees, expert witness fees and all
27 other costs of litigation and investigation incurred to date.

1 **NEUTRAL CONSTRUCTION**

2 25. The terms of this Final Judgment were drafted equally by all Parties. The Parties
3 agree that the rule of construction holding that ambiguity is construed against the drafting party
4 shall not apply to the interpretation of this Final Judgment.

5 **ENTIRE AGREEMENT**

6 26. This Judgment is intended to be a final and binding resolution of the subject
7 matter set forth in this Judgment and supersedes and replaces any and all prior negotiations,
8 confirmatory letters, and proposed agreements or final agreements, whether written or oral.

9 **FUTURE REGULATORY CHANGES**

10 27. Nothing in this Judgment shall excuse Defendant from meeting any more
11 stringent requirements that may be imposed after the effective date of this Judgment by changes
12 in applicable and legally binding legislation or regulations. To the extent any future statutory or
13 regulatory change makes Defendant's obligations less stringent than those provided for in this
14 Judgment, Defendant's compliance with the changed law shall be deemed compliance with this
15 Judgment.

16 **REPRESENTATIONS and WARRANTIES**

17 28. Each Party to this Judgment represents, warrants, and agrees that each Party has
18 made such investigation of the facts and matters pertaining to this Judgment as it deems
19 necessary and is not relying on any representations made by the other Parties in entering into
20 this Judgment; each Party has had an opportunity to consult with an attorney regarding the
21 contents of this Judgment; each Party or the responsible agent of the Party has read this
22 Judgment and understands its contents; and each person signing this Judgment has the full
23 authority to sign on behalf of the Party for which he or she is signing and to bind that Party to
24 the obligations and commitments set forth herein.

25 **BINDING EFFECT**

26 29. This Judgment and its terms, covenants, conditions, provisions, obligations,
27 undertakings, rights and benefits shall be binding upon and inure to the benefit of the Parties and
28 their respective successors-in-interest and assigns.

1 **MODIFICATION OF FINAL JUDGMENT**

2 30. This Final Judgment may be modified only on noticed motion by a Party with
3 approval of the Court, or upon written consent of the Parties and the approval of the Court.

4 **COUNTERPARTS**

5 31. This Judgment may be signed in counterparts by the Parties and those
6 counterparts when taken together shall have the same force and effect as if a single, original
7 document has been signed by the Parties. For purposes of this Judgment, copies of signatures
8 shall be deemed originals.

9 **LIABILITY**

10 32. Pursuant to the admissions by Defendant in the Stipulation for Entry of
11 Judgment, Defendant is liable for the following:

- 12 a. At least one violation of Fish and Game Code section 1602(a), as pleaded in
13 the First Cause of Action;
- 14 b. At least one violation of Fish and Game Code section 5650(a)(6), as pleaded
15 in the Second Cause of Action;
- 16 c. At least one violation of Santa Barbara County Ordinance section 14-6, as
17 pleaded in the Third Cause of Action;
- 18 d. At least one violation of Business and Profession Code section 17200
19 predicated on a violation of Fish and Game Code section 1602(a), as pleaded
20 in the Fourth Cause of Action;
- 21 e. At least one violation of Business and Profession Code section 17200
22 predicated on a violation of Fish and Game Code section 5650(a)(6), as
23 pleaded in the Fourth Cause of Action;
- 24 f. At least one violation of Business and Profession Code section 17200
25 predicated on a violation of Fish and Game Code section 5652(a), as pleaded
26 in the Fourth Cause of Action;
- 27
28

1 g. At least one violation of Business and Profession Code section 17200
2 predicated on a violation of Fish and Game Code section 5948, as pleaded in
3 the Fourth Cause of Action; and

4 h. At least one violation of Business and Profession Code section 17200
5 predicated on a violation of Santa Barbara County Ordinance section 14-6, as
6 pleaded in the Fourth Cause of Action.

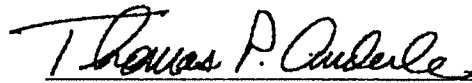
7 **ENTRY OF JUDGMENT**

8 33. The Court's clerk is ordered to enter this Final Judgment immediately, and to
9 provide notice to the People through counsel.

10 34. The effective date of this Final Judgment shall be upon entry. The Parties need
11 not file a Notice of Entry of Judgment.

12 It appearing to the Court that there is good cause for the entry of this Judgment, **IT IS SO**
13 **ORDERED.**

14 Dated: 12/04/2020



Judge of the Superior Court

Thomas P. Anderle

Judgment
Exhibit A

Exhibit A
Supplemental Environmental Projects

1. California Department of Fish and Wildlife*

SOUTHERN CALIFORNIA EDISON COMPANY (“DEFENDANT”) shall provide Three Hundred Four Thousand Dollars (\$304,000.00) payable to California Department of Fish and Wildlife (“CDFW”) for the sole and exclusive purpose of funding Mission Creek Steelhead Trout Recovery Monitoring, as follows:

The CDFW’s Steelhead Unit will conduct two years (January 2021 to January 2023) of southern California steelhead population monitoring within Mission Creek. The monitoring will consist of winter spawning and summer/fall snorkel surveys. The survey area will consist of all available habitat from Rocky Nook Park to the limits of anadromy in Mission Creek and its principal tributary, Rattlesnake Creek. Most of the work will be conducted by temporary employees under direction from a CDFW Environmental Scientist based in Santa Barbara, California. All training, data management, and reporting will be provided by the CDFW Steelhead Unit. The specific surveys will entail biweekly spawner surveys to be conducted between December and May as well as snorkel/electrofishing surveys of the wetted sections of Mission and Rattlesnake Creeks in the late summer/fall in order to count juvenile and adult fish and to document the locations of the steelhead trout in Mission and Rattlesnake Creeks. This funding will cover personnel costs (25% of one full-time Environmental Scientist and at least

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two Fish and Wildlife Scientific Aides) and associated field gear. The Department will provide an annual report and a final report as deliverables, and will make the findings available to the public.

2. Santa Barbara Botanic Garden*

DEFENDANT shall provide Two Hundred Fifty Thousand Dollars (\$250,000.00) payable to Santa Barbara Botanic Garden, Inc., for the sole and exclusive purpose of funding the Upper Mission Creek Biodiversity Project. This Project shall focus on the removal of invasive species and re-establishment of native species, particularly those native species that have been extirpated from the area. This Project shall commence at the headwaters of Mission Creek and progress downstream as funding allows. This Project may include restoration efforts to increase slope stability, improve water quality, and provide improved habitat and reduce invasive species spreading along trails and roadways within the Mission Creek watershed.

3. Urban Creeks Council*

DEFENDANT shall provide One Hundred Thousand Dollars (\$100,000.00) payable to Santa Barbara Urban Creeks Council, Inc. ("SBUCC") for the sole and exclusive purpose of funding the SBUCC Mission Creek Hydrology Study. The scope of this Study shall be determined by the Board of Directors of SBUCC, and the Board shall take all reasonable steps to ensure that the Study encompasses the upper non-urban watersheds of Mission Creek. The

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Study shall provide a data summary and identify means and methods for enhancing aquatic habitat in Mission Creek. The Study may include demonstration and monitoring of restored stream flows if a viable opportunity is identified. The Study shall be performed under the direction of a Certified Hydrogeologist with an active license in the State of California or a Hydrologist certified by The American Institute of Hydrology. The results of the Study, including any reports concerning the Study, shall be provided to the State Water Quality Control Board and the Central Coast Regional Water Quality Control Board, and made available to the public.

4. Sage Trail Alliance*

DEFENDANT shall provide Seventy-Five Thousand Dollars (\$75,000.00) payable to Santa Barbara Mountain Bike Trail Volunteers, Inc., d/b/a Sage Trail Alliance, for the sole and exclusive purpose of funding the Tunnel and Jesusita Trails Restoration, Improvement, and Maintenance Project. This Project shall include the following components: (a) survey of geology, hydrology, ecology, and biology, as necessary to perform the restoration, improvement, and maintenance work; (b) clearing of invasive species, protection of current native species, and replanting of native species; (c) trail hardening and drainage improvements; (d) creation of sediment captures and retaining walls along trail portions in close proximity to creeks, to prevent sedimentation; (e) signage improvements for safety and wayfinding; and (f) trail maintenance for

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at least three years after the completion of the restoration and improvement work. Sage Trail Alliance shall obtain all necessary permits to perform the Project.

5. Santa Barbara Channelkeeper*

DEFENDANT shall provide Fifty Thousand Dollars (\$50,000.00) payable to Santa Barbara Channelkeeper, Inc., for the sole and exclusive purpose of funding the Watershed Brigade, which cleans litter and debris from creeks and trails in the Santa Barbara Front Country, including Tunnel Trail, Inspiration Point Trail, Cathedral Peak Trail, Mission Canyon Catway, and Jesusita Trail.

6. Channel Islands Restoration*

DEFENDANT shall provide Forty Thousand Dollars (\$40,000.00) payable to Channel Islands Restoration for the sole and exclusive purpose of trail management and restoration, including the removal of invasive species, in the San Marcos Foothills Preserve, a County of Santa Barbara open space.

7. Santa Barbara County*

DEFENDANT shall provide Twenty Thousand Dollars (\$20,000) payable to the County of Santa Barbara for the sole and exclusive purpose of funding trail restoration along Mission

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Creek in Rocky Nook Park, to reconstruct parts of the trail to modern trail standards and provide better trail access for the community.

8. Environmental Protection Prosecution Fund*

DEFENDANT shall provide Thirty-Six Thousand Dollars (\$36,000.00) payable to the Craig Thompson Environmental Protection Prosecution Fund ("CTEPP Fund") to be used for purposes consistent with the mission of the CTEPP Fund.

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Santa Barbara County Fish and Game Commission

Grant Application

As determined by the Fish and Game Code of the State of California, all fines monies derived from code violations shall be equally divided between the Department of Fish and Game and the county in which the violation occurred. The Santa Barbara County Fish and Game Commission (SBCFGC) is charged with recommending expenditures of fine revenues to the Santa Barbara County Board of Supervisors. State law requires that grants of such monies must be utilized for the protection, conservation, propagation, preservation, or education as they pertain to fish and wildlife.

Non-profit organizations with an IRS 501 (c) (3) tax-exempt status or purpose consistent with the definition of 501 (c) (3) status are eligible to apply.

A proposed project or program must clearly qualify for funding under section 13103 of the California Fish and Game Code - (Please Refer to Attachment A). Projects funded under this Section must be expended for the protection, conservation, propagation, preservation, or education pertaining to fish and wildlife within or outside the County. These grants are awarded annually and current grantees must renew their applications. Grant funds are limited and awards are typically less than \$2,000.

Grant Process

- Each year the SBCFGC will request grant proposals and provide a submittal deadline. Announcement of the grant period will be made during a noticed meeting of the SBCFGC and posted on the Santa Barbara County Planning and Development website at <http://sbcountyplanning.org/> , and noticed with a press release.
- All members of the Fish and Game Commission receive copies of grant applications prior to the Commission's review at a noticed meeting of the SBCFGC.
- The SBCFGC will discuss each grant application and the benefits the program or project has for protection, conservation, propagation, preservation, or education as they pertain to fish and wildlife. Attendance at the meeting by the grant applicant is strongly encouraged to allow for questions from the SBCFGC members.
- The SBCFGC will select grants that will be recommended to the County Board of Supervisors for approval of funding. A report to the County Board of Supervisors will be prepared with each recommended grant attached.
- Successful grant applicants will be contacted following County Board of Supervisors approval.

Please complete each section of this application. Incomplete applications may be rejected.

PART 1: PROJECT TITLE

Project Title: San Marcos Foothills Infrastructure Improvement, Docent Program, & Environmental Monitoring
Amount Requesting: 6,003.00

PART 2: GENERAL INFORMATION

Organization:			
Channel Islands Restoration			
Contact Person:			
Aaron Kreisberg			
Address			
PO Box 40228			
City	State	Zip	
Santa Barbara	CA	93140	
Phone	Fax	Email (most communication will be by email)	
(805) 448 4175		aaron@cirweb.org	

PART 3: PROJECT DESCRIPTION

Note: Please state how the program or project complies with FG Code 13103 (Attachment A) and which provisions apply. If the project is for educational purposes (FG Code 13103 a.), attach a curriculum and examples of any teaching aids to be used.

In 2021, over 5,000 donors came together in just 90 days to raise \$18.6 million to save the West Mesa of the San Marcos Foothills from imminent development of luxury houses. The property will be transferred to County Parks Division next year (2023), but currently CIR is managing the property and started habitat restoration early in 2022. CIR has been restoring habitat on the San Marcos Foothills Preserve (which is adjacent to the east side of the West Mesa) since 2010. CIR will continue to fundraise and perform restoration services for the County after the West Mesa has been added to the County Preserve. CIR is now devoting more resources to the Foothills, including trail maintenance, creating a volunteer docent program that will educate the public about the natural history of the Preserve and the rules mandating that dogs are on leash, and adding an accessible to all trail on the property.

The projects complies with multiple provisions of FG Code 13103. Particular provisions especially pertinent to the project are provisions (a), (e), and (i). The docent program and support of it represents "public education relating to the scientific principles of fish and wildlife conservation" as outlined in section (a), and prevention of disturbance of native wildlife as outlined in section (m). Hibernacula, or constructed burrows, for wildlife are an "improvement of fish and wildlife habitat"

PART 4: BENEFITS TO SANTA BARBARA COUNTY WILDLIFE

Please describe how this project would directly or indirectly benefit Santa Barbara County's wildlife.

This project would benefit Santa Barbara County's wildlife in various ways both directly and indirectly. Channel Islands Restoration is currently sourcing funding to initiate a wetland habitat restoration project at a perennial spring fed wetland on the West Mesa of the San Marcos Foothills. As part of this project habitat and infrastructure improvements, trail maintenance, and environmental monitoring are all planned. From the specific supplies requested in this application, one direct benefit to wildlife would result from increased habitat via the installation of hibernacula units, which will primarily target attracting wintering burrowing owls. Benefits would likely also occur for other burrow utilizing wildlife such as short-tailed weasel. Further direct benefits to

PART 5: TIMELINE. For large, multi-year projects, the SBCF&GC may ask for this section to be filled out. For smaller yearly projects or where an item or items are being purchased one time or the project is one event, this section does not apply.

Please provide an outline of your project including the milestones and anticipated achievement dates.

Project Milestones Provide description of milestone Add additional lines if needed.	Date
Project Start Date:	1/1/23
Milestone: Installation of wildlife hibernacula completion date target	10/31/23
Milestone: Educational Programs (ongoing)	
Milestone: *All of other supplies will support existing planned restoration, monitoring, and trail improvements*	
Milestone:	
Anticipated Completion Date:	12/31/23

PART 6: BUDGET

Please use the form below to list the summary of your budget and other funding sources. Attach a detailed list of items such as equipment, supplies, and other tangible items to be purchased. Receipts must be supplied for all expenditures. The Fish and Game Commission traditionally does not fund administration costs, such as labor, overhead and travel.

\$ Amount Requested from the Fish and Game Commission:	\$ 6,003.00
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Budget Breakdown:

Item Description	Per Unit Cost	Quantity	Total
1. See attached excel spreadsheet for itemized budget	\$		\$
2.	\$		\$
3.	\$		\$
4.	\$		\$
5.	\$		\$
6.	\$		\$
Total			6,003.00

Please add additional lines as needed

Other Funding Sources

In-kind or Other Funding Sources:	
1. SB Foundation	\$25,000.00
2 El Gato Channel Foundation	\$7,500.00
3. UCSB Coastal Fund	\$7,100.00
Total Cost of project	
	\$39,600.00

Please add additional lines as needed

PART 7: QUALIFICATIONS (optional)

Please describe the personnel who will be working on this project and their background and pertinent qualifications. Name	Background/Qualifications
Ken Owen	Ken Owen is the Executive Director of Channel Islands Restoration. Mr. Owen is experienced in habitat restoration and project management. He holds a California landscape contractor's license and is licensed with the California Department of Pesticide Regulation with a Qualified Applicator License. Mr. Owen is FAA licensed drone pilot.
Doug Morgan	Doug Morgan is the Operations Manager for Channel Islands Restoration. He oversees project implementation and manages field staff. Mr. Morgan brings project oversight experience as a contractor and is adept seeing projects through a timeline to successful completion. Mr. Morgan is licensed with CA DPR as QAL
Aaron Kreisberg	Aaron Kreisberg is the Staff Ecologist for Channel Islands Restoration. Mr. Kreisberg holds a Master's in Environmental Science & Management from UCSB's Bren School and has implemented multiple habitat restoration projects. Mr. Kreisberg is knowledgeable regarding Santa Barbara County flora and fauna, environmental permitting, and CNPS/CDFW vegetation assessment methodology.

Please add additional lines as needed

PART 8: PROJECT PARTNERS (optional)

The Commission strongly encourages prospective grantees to seek partnerships in completing projects. Please list any organizations, groups or agencies that have agreed to participate in your project. Give a brief description of each organization's role in your project. Include any monetary contribution to the project, if any. Please attach a letter of support from each organization. If this is not possible, please include a name and phone number of a person from each organization who can be contacted to verify participation.

Participating Organization	Role	Monetary Contributions	Letter of Support Attached	Name	Phone Number
1. US Fish and Wildlife Service	Regulatory Agency	\$ N/A	No	Chris Dellith	(805) 677-3308
2.		\$			
3.		\$			

Please add additional lines as needed

PART 10: MANDATORY REPORTING

A final report demonstrating how the objective of the grant was achieved is due 60 days from the completion of all projects. On longer term, more complex projects, once those projects are initiated, a progress report is required every 90 days until the project is completed unless the SBCF&GC decides due to the nature of the project, progress reports are not needed.

	Date	Actual Date Submitted (Do not write here)
Progress Report	3/31/23	
Progress Report	6/30/23	
Final Report to SBCFGC	12/31/23	

NOTE: Receipts for expenditures to date must be submitted with each progress report as applicable.

PART 12: AGREEMENT

If awarded funds from the Santa Barbara County Fish and Game Commission, I agree to:

- Complete the project as indicated and provide all reports and products as indicated in this application; including any amendments requested by the SBCFGC.
- Spend funds as outlined in this application and/or as voted upon by the SBCFGC. Any request to change how funds are spent must be approved by Santa Barbara County prior to the actual expenditure.

I understand that failure to do so may void this contract with the SBCFGC. Failure to provide such reports and products or use of funds other than voted upon, may result in the loss of granted funds and exclusion from future grant opportunities.

Aaron Kreisberg

Aaron Kreisberg

Print Name

Signature

Staff Ecologist, Channel Islands Restoration

11/3/2022

Title

Date

Please Return Grant Applications (13 copies) to:

Santa Barbara County Planning and Development
 Attn. Fish and Game Commission
 123 E. Anapamu St.
 Santa Barbara, CA 93101

Attachment A
FISH AND GAME CODE
SECTION 13100-13104

13100. (a) The amounts paid to and retained in the county treasury pursuant to Sections 12009 and 13003 shall be deposited in a county fish and wildlife propagation fund and expended for the protection, conservation, propagation, and preservation of fish and wildlife, under the direction of the board of supervisors, pursuant to this chapter.

(b) All proposed expenditures from a county fish and wildlife propagation fund shall be reviewed first at a regular meeting of the county board of supervisors or its designated county fish and game commission to ensure compliance with Section 13103.

13101. (a) The board of supervisors of any county may enter into a written agreement with the board of supervisors of one or more counties for the expenditure of any funds deposited in its fish and wildlife propagation fund pursuant to Section 13100 for any purpose authorized by Section 13103 in either, or any, of the counties for the joint benefit of both, or all, of the counties as the judgment of the boards of supervisors may direct. The purchase of real property necessary for that purpose is lawful and title thereto shall be taken in the joint names of each county which contributes funds therefor. The property may be deeded to the state upon the express condition that it shall be employed for the purposes of this chapter within the counties.

(b) The board of supervisors of one or more counties may enter into a written agreement with the department for the expenditure of any funds deposited in its fish and wildlife propagation fund pursuant to Section 13100 for any purpose authorized by Section 13103.

13102. Expenditures from the fish and game propagation fund of any county shall be subject to the provisions of Division 3 (commencing with Section 29000) of Title 3 of the Government Code.

13103. Expenditures from the fish and wildlife propagation fund of any county may be made only for the following purposes:

(a) Public education relating to the scientific principles of fish and wildlife conservation, consisting of supervised formal instruction carried out pursuant to a planned curriculum and aids to education such as literature, audio and video recordings, training models, and nature study facilities.

(b) Temporary emergency treatment and care of injured or orphaned wildlife.

(c) Temporary treatment and care of wildlife confiscated by the department as evidence.

(d) Breeding, raising, purchasing, or releasing fish or wildlife which are to be released upon approval of the department pursuant to Sections 6400 and 6401 onto land or into waters of local, state, or federal agencies or onto land or into waters open to the public.

(e) Improvement of fish and wildlife habitat, including, but not limited to, construction of fish screens, weirs, and ladders; drainage or other watershed improvements; gravel and rock removal or placement; construction of irrigation and water distribution systems; earthwork and grading; fencing; planting trees and other vegetation management; and removal of barriers to the migration of fish and wildlife.

(f) Construction, maintenance, and operation of public hatchery facilities.

(g) Purchase and maintain materials, supplies, or equipment for either the department's ownership and use or the department's use in the normal performance of the department's responsibilities.

(h) Predator control actions for the benefit of fish or wildlife following certification in writing by the department that the proposed actions will significantly benefit a particular wildlife species.

(i) Scientific fish and wildlife research conducted by institutions of higher learning, qualified researchers, or governmental agencies, if approved by the department.

(j) Reasonable administrative costs, excluding the costs of audits required by Section 13104, for secretarial service, travel, and postage by the county fish and wildlife commission when authorized by the county board of supervisors. For purposes of this subdivision, "reasonable cost" means an amount which does not exceed 15 percent of the average amount received by the fund during the previous three-year period, or ten thousand dollars (\$10,000) annually, whichever is greater, excluding any funds carried over from a previous fiscal year.

(k) Contributions to a secret witness program for the purpose of facilitating enforcement of this code and regulations adopted pursuant to this code.

(l) Costs incurred by the district attorney or city attorney in investigating and prosecuting civil and criminal actions for violations of this code, as approved by the department.

(m) Other expenditures, approved by the department, for the purpose of protecting, conserving, propagating, and preserving fish and wildlife.

13104. The department may audit, or require the county to audit, expenditures by the county from its fish and wildlife propagation fund in order to determine compliance with this chapter. If, after reviewing the audit, the department determines that expenditures are not in compliance with this chapter, the department may require that all expenditures from the fund be temporarily suspended, or it may seek reimbursement of funds that the department determines, based on the audit, were expended improperly, or both.

Budget Breakdown

Item Description	Per Unit Cost	Quantity	Total
Wildlife Hibernacula	203.20	5	1016.00
Trail Work Equipment	118.00	10	1180.00
Wildlife Monitoring Equipment	249.00	2	498.00
Geode 1, sub-foot GNSS	1500.00	1	1500.00
Docent Vests	25.00	14	350.00
Docent Radios	80.00	6	480.00
Bicycle Racks	395.00	2	790.00
Pet Waste Station	189.00	1	189.00
		Total	6003.00