

MONTECITO FIRE PROTECTION DISTRICT

Agenda for the Regular Meeting of the Board of Directors

Montecito Fire Protection District Headquarters
595 San Ysidro Road
Santa Barbara, CA 93108
July 27, 2026 at 2:00 p.m.

Agenda items may be taken out of the order shown.

1. Public comment: Any person may address the Board at this time on any non-agenda matter that is within the subject matter jurisdiction of the Montecito Fire Protection District. (30 minutes total time allotted for this discussion.)
2. Consider recommendation for approval of Financial Summary Report for Fiscal Year 2025-2026. (Strategic Plan Goal 8)
 - a. Staff report presented by Finance and Administrative Manager Nahas.
3. Review PARS Post-Employment Benefits Trust statements for April and May 2026.
 - a. Staff report presented by Finance and Administrative Manager Nahas.
4. Authorize the Fire Chief to spend up to \$150,000 for the purchase of an upstaffing trailer and associated logistical equipment to support the district's east-side emergency response deployment site. (Strategic Plan Goal 3)
 - a. Staff report presented by Fire Chief Fallon.
5. That the Board of Directors authorize the Fire Chief to enter into a Professional Services Agreement with Underwood Management Resources, Inc. (Strategic Plan Goal 5)
 - a. Staff report presented by Fire Chief Fallon.
6. Consider recommendation for approval of Resolution 2026-08, calling for a General District Election for the purpose of electing two Directors to terms of office and requesting consolidation of the District Election with the statewide General Election on November 3, 2026. (Strategic Plan Goal 4)
 - a. Staff report presented by Fire Chief Fallon.
7. Consider declaring four AED units as surplus and authorizing the Fire Chief to donate the items as specified in the Surplus Property policy. (Strategic Goal 5)
 - a. Staff report presented by Fire Chief Fallon.

8. Approval of Minutes of the June 22, 2026 Regular Meeting.
9. Approval of Minutes of the July 13, 2026 Special Meeting.
10. Fire Chief's report.
11. Board of Director's report.
12. Suggestions from Directors for items other than regular agenda items to be included for the August 24, 2026 Regular Board meeting.

Adjournment

This agenda posted pursuant to the provisions of the Government Code commencing at Section 54950. The date of the posting is July 24, 2026.



Brian Fallon, Fire Chief

Note: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the District office at 969-7762. Notification at least 48 hours prior to the meeting will enable the District to make reasonable arrangements.

Materials related to an item on this agenda submitted to the Board of Directors after distribution of the agenda packet are available for public inspection in the Montecito Fire Protection District's office located at 595 San Ysidro Road during normal business hours.

Agenda Item #2



STAFF REPORT

To: Montecito Fire Protection District Board of Directors
From: Brian Fallon, Fire Chief *BF*
Prepared by: Araceli Nahas, Finance and Administrative Manager *AN*
Date: July 27, 2026
Topic: Financial Summary Report for Fiscal Year 2025-26

Summary

The District maintained a strong financial position as of June 30, 2026, across all three funds: the General Fund, Capital Outlay Fund, and Land & Building Fund. The accompanying financial reports include the Balance Sheet, Financial Status Report, and a two-year comparison of revenues and expenditures, providing the Board with an overview of the District's financial position and operating activity for Fiscal Year 2025-2026.

To assist the Board's review, significant variances from the adopted budget and notable financial activity have been highlighted in yellow within the attached reports. Explanations for these items are provided throughout this Staff Report.

Balance Sheet Summary

General Fund (3650)

Balance sheet snapshot on June 30, 2026 and June 30, 2025:

	2026	2025
Total assets:	\$ 14,442,079	\$ 16,508,007
Total liabilities:	912,001	2,912,045
Total fund balance:	\$ 13,530,078	\$ 13,595,962

- **Assets:** Include cash in treasury, funds held with property management company, accounts receivable from fire assignments and other agencies, and interest receivable (from the County).
- **Liabilities:** Include salaries and benefits payable (for July 6 payroll), accounts payable, and accruals for unpaid expenses at year-end. Liabilities decreased from the prior year primarily because the \$2,036,252 'Due to Other Governments' balance related to CalOES/FEMA reimbursements was fully paid in June 2026.
- **Fund Balance (equal to assets minus liabilities): Decrease of \$65,884 from the prior year.**

The District's Fund Balance on June 30, 2026 was \$13,530,078, designated as follows:

Committed - \$ 3,605,500 (Catastrophic Reserve and petty cash of \$500)
 Committed - \$ 5,580,000 (Economic Uncertainties Reserve)
 Residual - \$ 4,344,578 (Unrestricted funds)

Capital Outlay Fund (3652)

Balance sheet snapshot on June 30, 2026 and June 30, 2025:

	2026	2025
Total assets:	\$ 3,656,062	\$ 3,528,045
Total liabilities:	-0-	-0-
Total fund balance:	\$ 3,656,062	\$ 3,528,045

- **Assets:** Include cash in treasury and interest receivable (from the County).
- **Liabilities:** No liabilities at the fiscal year-end.
- **Fund Balance (equal to assets minus liabilities):** Increase of \$128,017 from the prior year due to revenue received from interest income, the sale of vehicles, and a General Fund transfer exceeding expenses.

Land & Building Fund (3653)

Balance sheet snapshot on June 30, 2026 and June 30, 2025:

	2026	2025
Total assets:	\$ 5,589,065	\$ 5,400,267
Total liabilities:	-0-	-0-
Total fund balance:	\$ 5,589,065	\$ 5,400,267

- **Assets:** Include cash in treasury and interest receivable (from the County).
- **Liabilities:** No liabilities at the fiscal year-end.
- **Fund Balance (equal to assets minus liabilities):** Increase of \$188,799 from the prior year due to interest income earned from cash held in the County's investment pool.

The consolidated fund balance total for all Montecito Fire Protection District funds equals \$22,775,205 on June 30, 2026.

Financial Status Summary: General Fund

Revenue Summary

Overall revenues performed favorably compared to the adopted budget.

	Budgeted	Actual	Variance
Property taxes	\$ 26,205,000	\$ 26,325,706	\$ 120,706
Other revenue	3,281,000	4,058,274	777,274
Total revenue	\$ 29,486,000	\$ 30,383,980	\$ 897,980

- **Property taxes:** Accounted for 89% of total revenue and was over budget by \$120,706.
- **Other revenue:** Accounted for 11% of total revenue and was over budget by \$777,274. Other revenue sources include interest, rental property income, Homeowners Property Tax Relief, Federal and State reimbursements, and Workers' Compensation reimbursement payment.

- **Significant revenue variances:**
 - **Interest income (RC-3380)** from the Santa Barbara County Treasury exceeded the adopted budget by \$147,500 due to higher-than-anticipated investment earnings resulting from County Treasury pool yields throughout the fiscal year.
 - **State-Emergency Assistance (RC-3750)**, which consists primarily of fire assignment revenue from State agencies, exceeded budget by \$75,400 due to increased statewide fire activity
 - **Federal Aid for Disaster (RC-4610)** revenue totaled \$557,600, representing reimbursements received from FEMA for disaster recovery projects related to COVID-19 and the 2023 and 2024 storm events that were finalized during the fiscal year. Because the timing of FEMA project approvals and reimbursement payments is difficult to predict, this revenue was not included in the adopted budget.
 - **Safety Member Reimbursements (RC-5768)** revenue from Workers' Compensation exceeded the expected budget by \$54,800 due to claims filed during the second half of the fiscal year.
- **Total revenue of \$30,383,980 exceeded the budgeted amount by \$897,980.**

Expenditures Summary

Overall expenditures remained within the Board-approved appropriations; however, several individual budget line items experienced notable variances. Throughout the fiscal year, staff closely monitored expenditures to ensure that additional costs in certain line items were offset by savings in others. As a result, the District remained within its total adopted appropriations while continuing to meet operational needs.

	Budgeted	Actual	Variance
Salaries and Benefits	\$ 24,716,000	\$ 24,729,983	\$ (13,983)
Services and Supplies	3,135,000	3,105,301	29,699
Other Charges	64,000	63,795	205
Structure Improvements	232,000	239,583	(7,583)
Equipment	972,000	717,070	254,930
Total expenses	\$ 29,119,000	\$ 28,855,732	\$ 263,268

Salaries and Employee Benefits: Total expenditures were \$24,729,983, or \$13,983 over budget.

- 6100 – Regular salaries: over budget \$128,200
 - Variance explanation: Salaries over budget primarily attributable to higher-than-anticipated vacation and holiday leave payouts, as well as retroactive compensation resulting from the delayed resolution of a workers' compensation claim originating in 2023.
- 6450 and 6475 – Supplemental Retirement and OPEB Contributions: net effect is \$0
 - Variance explanation: The \$500,000 originally budgeted in SC-6475 for Retiree Medical OPEB was reallocated to support the \$3.5 million CalPERS Pension Additional Discretionary Payment (SC-6450), as approved by the Board at the March 2026 meeting.

Services and Supplies: Total expenditures were \$3,105,301, or \$29,699 under budget.

- 7200 – Equipment Maintenance: over budget \$64,000
 - Variance explanation: This budget category can fluctuate annually based on building maintenance and improvement needs. During Fiscal Year 2025-2026, the District completed several planned facility improvements, including the relocation of the physical fitness gym, firefighter office space, and turnout lockers, which required flooring and painting upgrades. In addition, the District incurred approximately \$34,000 in unanticipated repairs, including apparatus door repairs at Station 92 and replacement of the commercial water heater at Station 91. These facility-related expenditures were necessary to maintain safe and functional District facilities.
- 7325 – Other Professional Services: over budget \$18,500
 - Variance explanation: The variance is due to a one-time billing timing difference for Regional Fire Communications Center (RFCC) dispatch services. Fiscal Year 2025-2026 included approximately 13.5 months of service because the final invoice from the prior fiscal year was delayed. Future fiscal years are expected to reflect the normal annual cost of 12 months of service.
- 7363 – Equipment Maintenance - Fleet: over budget \$14,700
 - Variance explanation: This budget category varies from year to year based on the maintenance and repair needs of the District's apparatus and vehicles. The additional expenditures were necessary to ensure the fleet remained safe and available for both in-District operations and mutual aid responses.

Other Charges: Interest expense on the Pension Obligation Bond was on budget.

Structures and Improvements: Total expenditures were \$239,583, or \$7,583 over budget.

- Variance explanation: The Station 92 Gate/Carport was completed in Fiscal Year 2025-26.

Equipment: Total expenditures were \$717,070, or \$254,930 under budget.

- Variance explanation: The LMR communications upgrade and station alerting projects remain in progress, resulting in unspent funds at June 30, 2026. These funds will be carried forward into the FY 2026-27 budget to complete the projects.

Other Financing Uses: Transfer to Capital Reserves Fund 3652, and principal repayments for the Pension Obligation were on budget.

Net Financial Impact: The General Fund ended Fiscal Year 2025-2026 with a net financial impact of \$(65,884), reflecting the use of Residual Fund Balance to support current-year operations. This was significantly less than the \$1,228,000 deficit anticipated in the adopted budget. The remaining Residual Fund Balance continues to be available as a future budgetary resource.

Conclusion

Staff recommends that the Board approve the Financial Summary Report for Fiscal Year 2025-26, recognizing the revenues, expenditures, and financial position of the District as presented.

Attachments

1. Balance Sheet Report for June 30, 2026
2. Financial Status Report for June 30, 2026
3. Financial Trend Report for June 30, 2026 (General Fund only)

Strategic Plan Reference

Strategic Plan Goal #8, Ensure Financial Accountability & Transparency

Montecito Fire Protection District

Balance Sheet

Fund 3650: General Fund

As of: 6/30/2026

Ledger Account	Beginning Balance 07/01/2025	Year-To-Date Net Change	Ending Balance 6/30/2026
Assets			
1000:Cash in Treasury	\$ 16,052,667.60	\$ (1,990,188.97)	\$ 14,062,478.63
1025:Imprest Cash	500.00	-	500.00
1030:Cash with Fiscal Agents	69,746.90	(48,306.02)	21,440.88
1100:Accounts Receivable	251,455.00	(38,100.00)	213,355.00
1130:Interest Receivable	133,637.73	10,667.59	144,305.32
Total Assets	16,508,007.23	(2,065,927.40)	14,442,079.83
Total Assets	16,508,007.23	(2,065,927.40)	14,442,079.83
Liabilities			
3000:Accounts Payable	302,951.40	(167,384.78)	135,566.62
3005:Salaries & Benefits Payable	475,864.67	37,134.15	512,998.82
3035:Accrued Expenses	45,010.00	216,926.00	261,936.00
3065:Due To Other Governments	2,036,252.25	(2,036,252.25)	-
3075:Deposits	1,500.00	-	1,500.00
3087:EFT Payable	50,466.49	(50,466.49)	-
Total Liabilities	2,912,044.81	(2,000,043.37)	912,001.44
Equity			
5015:Fund Balance-Committed	8,565,500.00	620,000.00	9,185,500.00
5025:Fund Balance-Residual	5,030,462.42	(685,884.03)	4,344,578.39
Total Equity	13,595,962.42	(65,884.03)	13,530,078.39
Total Liabilities & Equity	\$ 16,508,007.23	\$ (2,065,927.40)	\$ 14,442,079.83

Montecito Fire Protection District

Balance Sheet

Fund 3652: Capital Reserves Fund

As of: 6/30/2026

Ledger Account	Beginning Balance 07/01/2025	Year-To-Date Net Change	Ending Balance 6/30/2026
Assets			
1000:Cash in Treasury	\$ 3,501,721.62	\$ 125,690.61	\$ 3,627,412.23
1130:Interest Receivable	26,323.15	2,326.78	28,649.93
Total Assets	3,528,044.77	128,017.39	3,656,062.16
		-	
Total Assets	3,528,044.77	128,017.39	3,656,062.16
Liabilities			
3000:Accounts Payable	-	-	-
3087:EFT Payable	-	-	-
Total Liabilities	-	-	-
Equity			
5020:Fund Balance-Assigned	2,572,999.45	1,083,062.71	3,656,062.16
5025:Fund Balance-Residual	955,045.32	(955,045.32)	-
Total Equity	3,528,044.77	128,017.39	3,656,062.16
Total Liabilities & Equity	\$ 3,528,044.77	\$ 128,017.39	\$ 3,656,062.16

Montecito Fire Protection District Balance Sheet

Fund 3653: Land & Building Fund**As of: 6/30/2026**

Ledger Account	Beginning Balance 07/01/2025	Year-To-Date Net Change	Ending Balance 6/30/2026
Assets			
1000:Cash in Treasury	\$ 5,355,833.08	\$ 183,548.21	\$ 5,539,381.29
1130:Interest Receivable	44,433.47	5,250.57	49,684.04
Total Assets	5,400,266.55	188,798.78	5,589,065.33
Total Assets	5,400,266.55	188,798.78	5,589,065.33
Liabilities			
3000:Accounts Payable	-	-	-
3035:Accrued Expenses	-	-	-
Total Liabilities	-	-	-
Equity			
5020:Fund Balance-Assigned	3,163,528.52	2,425,536.81	5,589,065.33
5025:Fund Balance-Residual	2,236,738.03	(2,236,738.03)	-
Total Equity	5,400,266.55	188,798.78	5,589,065.33
Total Liabilities & Equity	\$ 5,400,266.55	\$ 188,798.78	\$ 5,589,065.33

Montecito Fire Protection District Financial Status

Fund 3650: General Fund

As of: 6/30/2026

Ledger Account	Adjusted Budget	Year-To-Date Actual	Fiscal Year Variance	Fiscal Year % of Budget
Revenues				
RC-3010 Property Tax-Current Secured	\$ 24,495,000.00	\$ 24,527,909.39	\$ 32,909.39	100.13%
RC-3011 Property Tax-Unitary	251,000.00	285,160.00	34,160.00	113.61%
RC-3015 PT PY Corr/Escapes Secured	31,000.00	46,889.07	15,889.07	151.26%
RC-3020 Property Tax-Current Unsecd	809,000.00	864,846.05	55,846.05	106.90%
RC-3023 PT PY Corr/Escapes Unsecured	31,000.00	10,801.83	(20,198.17)	34.84%
RC-3040 Property Tax-Prior Secured	-	1,544.38	1,544.38	0.00%
RC-3050 Property Tax-Prior Unsecured	18,000.00	23,998.99	5,998.99	133.33%
RC-3054 Supplemental Pty Tax-Current	570,000.00	556,799.12	(13,200.88)	97.68%
RC-3056 Supplemental Pty Tax-Prior	-	7,757.39	7,757.39	0.00%
6000:Taxes	26,205,000.00	26,325,706.22	120,706.22	100.46%
RC-3057 PT-506 Int, 480 CIOS/CIC Pen	-	173.51	173.51	0.00%
6050:Fines, Forfeitures, and Penalties	-	173.51	173.51	0.00%
RC-3380 Interest Income	372,000.00	519,543.30	147,543.30	139.66%
RC-3409 Other Rental of Bldgs and Land	69,000.00	69,456.00	456.00	100.66%
6150:Use of Money and Property	441,000.00	588,999.30	147,999.30	133.56%
RC-3750 State-Emergency Assistance	170,000.00	245,470.31	75,470.31	144.39%
RC-4220 Homeowners Property Tax Relief	77,000.00	75,779.80	(1,220.20)	98.42%
6200:Intergovernmental Revenue-State	247,000.00	321,250.11	74,250.11	130.06%
RC-4476 Federal Emergency Assistance	1,998,000.00	1,934,197.02	(63,802.98)	96.81%
RC-4610 Federal Aid for Disaster	-	557,589.27	557,589.27	0.00%
6210:Intergovernmental Revenue-Federal	1,998,000.00	2,491,786.29	493,786.29	124.71%
RC-5105 Reimb for District Services	180,000.00	180,077.49	77.49	100.04%
6300:Charges for Services	180,000.00	180,077.49	77.49	100.04%
RC-5768 Safety Member Reimbursement	105,000.00	159,883.19	54,883.19	152.27%
RC-5894 Other-Payment for Damages	247,000.00	247,673.65	673.65	100.27%
RC-5895 Other-Donations	50,000.00	56,150.00	6,150.00	112.30%
RC-5909 Other Miscellaneous Revenue	13,000.00	12,280.48	(719.52)	94.47%
6350:Miscellaneous Revenue	415,000.00	475,987.32	60,987.32	114.70%
Total Revenues	29,486,000.00	30,383,980.24	897,980.24	103.05%

Montecito Fire Protection District Financial Status

Fund 3650: General Fund**As of: 6/30/2026**

Ledger Account	Adjusted Budget	Year-To-Date Actual	Fiscal Year Variance	Fiscal Year % of Budget
Expenditures				
SC-6100 Regular Salaries	10,630,000.00	10,758,227.43	(128,227.43)	101.21%
SC-6300 Overtime	1,700,000.00	1,649,095.97	50,904.03	97.01%
SC-6301 Overtime - Reimbursable	1,626,000.00	1,603,752.89	22,247.11	98.63%
SC-6400 Retirement Contribution	3,465,000.00	3,449,307.40	15,692.60	99.55%
SC-6450 Supp Retirement Contribution	3,000,000.00	3,500,000.00	(500,000.00)	116.67%
SC-6475 Retiree Medical OPEB	500,000.00	-	500,000.00	0.00%
SC-6550 FICA/Medicare	208,000.00	198,694.04	9,305.96	95.53%
SC-6600 Health Insurance Contrib	2,776,000.00	2,767,250.40	8,749.60	99.68%
SC-6700 Unemployment Ins Contribution	6,000.00	5,574.76	425.24	92.91%
SC-6900 Workers Compensation	805,000.00	798,079.91	6,920.09	99.14%
7010:Salaries and Employee Benefits	24,716,000.00	24,729,982.80	(13,982.80)	100.06%
SC-7030 Clothing and Personal	146,000.00	120,783.47	25,216.53	82.73%
SC-7050 Communications	144,000.00	142,543.33	1,456.67	98.99%
SC-7060 Food	4,500.00	1,148.61	3,351.39	25.52%
SC-7070 Household Supplies	50,000.00	46,801.55	3,198.45	93.60%
SC-7090 Insurance	155,000.00	154,991.00	9.00	99.99%
SC-7120 Equipment Maintenance	58,000.00	51,579.87	6,420.13	88.93%
SC-7121 Operating Supplies	20,000.00	11,724.52	8,275.48	58.62%
SC-7200 Structure & Ground Maintenance	112,500.00	176,625.25	(64,125.25)	157.00%
SC-7205 Fire Defense Zone (Hazard Mitigation)	499,000.00	492,587.75	6,412.25	98.72%
SC-7322 Consulting & Mgmt Fees	4,500.00	4,247.86	252.14	94.40%
SC-7324 Audit and Accounting Fees	45,000.00	36,615.52	8,384.48	81.37%
SC-7325 Other Professional Services	200,000.00	218,507.12	(18,507.12)	109.25%
SC-7348 Instruments & Equip. < \$5000	43,000.00	12,471.42	30,528.58	29.00%
SC-7363 Equipment Maintenance (Fleet)	140,000.00	154,694.30	(14,694.30)	110.50%
SC-7400 Medical, Dental and Lab	47,000.00	56,382.12	(9,382.12)	119.96%
SC-7430 Memberships	16,000.00	14,159.99	1,840.01	88.50%
SC-7450 Office Expense	28,000.00	23,769.02	4,230.98	84.89%
SC-7456 IT Hardware Purchase < \$5K	38,000.00	40,599.87	(2,599.87)	106.84%
SC-7460 Professional & Special Service	562,000.00	533,308.81	28,691.19	94.89%
SC-7507 ADP Payroll Fees	15,000.00	20,240.82	(5,240.82)	134.94%
SC-7510 Contractual Services	150,000.00	130,899.84	19,100.16	87.27%
SC-7530 Publications & Legal Notices	6,000.00	9,864.14	(3,864.14)	164.40%
SC-7540 Rents/Leases-Equipment	5,500.00	9,309.63	(3,809.63)	169.27%
SC-7546 Administrative Expense	224,000.00	223,801.07	198.93	99.91%
SC-7580 Rents/Leases-Structure	12,500.00	13,335.54	(835.54)	106.68%
SC-7630 Small Tools & Instruments	25,500.00	25,780.12	(280.12)	101.10%
SC-7650 Special Departmental Expense	45,000.00	42,769.56	2,230.44	95.04%
SC-7671 Special Projects	20,000.00	13,232.03	6,767.97	66.16%
SC-7730 Transportation and Travel	65,000.00	70,357.95	(5,357.95)	108.24%

Montecito Fire Protection District

Financial Status

Fund 3650: General Fund

As of: 6/30/2026

Ledger Account	Adjusted Budget	Year-To-Date Actual	Fiscal Year Variance	Fiscal Year % of Budget
SC-7731 Gasoline-Oil-Fuel	80,000.00	81,574.04	(1,574.04)	101.97%
SC-7732 Training	99,000.00	98,596.55	403.45	99.59%
SC-7760 Utilities	75,000.00	71,998.04	3,001.96	96.00%
7020:Services and Supplies	3,135,000.00	3,105,300.71	29,699.29	99.05%
SC-7830 Interest Expense	64,000.00	63,795.44	204.56	99.68%
7045:Other Charges	64,000.00	63,795.44	204.56	99.68%
SC-8200 Structures&Struct Improvements	232,000.00	239,583.02	(7,583.02)	103.27%
7073:Structures&Struct Improvements	232,000.00	239,583.02	(7,583.02)	103.27%
SC-8300 Equipment	972,000.00	717,070.27	254,929.73	73.77%
7074:Equipment	972,000.00	717,070.27	254,929.73	73.77%
Total Expenditures	29,119,000.00	28,855,732.24	263,267.76	99.10%
Other Financing Sources & Uses				
SC-7901 Operations Transfer (Out)	400,000.00	400,000.00	-	100.00%
SC-7910 Long Term Debt Princ Repayment	1,195,000.00	1,194,132.03	867.97	99.93%
7095:Other Financing Uses	1,595,000.00	1,594,132.03	867.97	99.95%
Total Other Financing Sources & Uses	(1,595,000.00)	(1,594,132.03)	867.97	99.95%
Changes to Fund Balances				
AP-9601 Residual Fund Balance-Inc/Dec	(1,228,000.00)	-	(1,228,000.00)	0.00%
5027:Increase to Fund Balance - Residual	(1,228,000.00)	-	(1,228,000.00)	0.00%
Total Changes to Fund Balance	1,228,000.00	-	(1,228,000.00)	0.00%
Net Financial Impact	\$ -	\$ (65,884.03)	\$ (65,884.03)	0.00%

Montecito Fire Protection District

Financial Status

Fund 3652: Capital Reserves Fund

As of: 6/30/2026

Ledger Account	Adjusted Budget	Year-To-Date Actual	Fiscal Year Variance	Fiscal Year % of Budget
Revenues				
RC-3380 Interest Income	\$ 90,000.00	\$ 116,070.85	\$ 26,070.85	128.97%
6150:Use of Money and Property	90,000.00	116,070.85	26,070.85	128.97%
Total Revenues	90,000.00	116,070.85	26,070.85	128.97%
Expenditures				
SC-8300 Equipment	624,000.00	453,253.46	170,746.54	72.64%
7074:Equipment	624,000.00	453,253.46	170,746.54	72.64%
Total Expenditures	624,000.00	453,253.46	170,746.54	72.64%
Other Financing Sources & Uses				
RC-5910 Oper Trf (In)-General Fund	400,000.00	400,000.00	-	100.00%
RC-5919 Sale of Capital Assets	-	65,200.00	65,200.00	0.00%
6400:Other Financing Sources	400,000.00	465,200.00	65,200.00	116.30%
Total Other Financing Sources & Uses	400,000.00	465,200.00	65,200.00	116.30%
Changes to Fund Balances				
AP-9901 Purpose of Fund	134,000.00	-	(134,000.00)	0.00%
5021:Decrease to Fund Balance - Assigned	134,000.00	-	(134,000.00)	0.00%
AP-9901 Purpose of Fund	-	128,017.39	(128,017.39)	0.00%
5022:Increase to Fund Balance - Assigned	-	128,017.39	(128,017.39)	0.00%
Total Changes to Fund Balance	134,000.00	(128,017.39)	(262,017.39)	(95.54%)
Net Financial Impact	\$ -	\$ -	\$ -	0.00%

Montecito Fire Protection District Financial Status

Fund 3653: Land & Building Fund

As of: 6/30/2026

Ledger Account	Adjusted Budget	Year-To-Date Actual	Fiscal Year Variance	Fiscal Year % of Budget
Revenues				
RC-3380 Interest Income	\$ 150,000.00	\$ 188,798.78	\$ 38,798.78	125.87%
6150:Use of Money and Property	150,000.00	188,798.78	38,798.78	125.87%
Total Revenues	150,000.00	188,798.78	38,798.78	125.87%
Expenditures				
SC-7460 Professional & Special Service	500,000.00	-	500,000.00	0.00%
7020:Services and Supplies	500,000.00	-	500,000.00	0.00%
Total Expenditures	500,000.00	-	500,000.00	0.00%
Changes to Fund Balances				
AP-9901 Purpose of Fund	350,000.00	-	(350,000.00)	0.00%
5021:Decrease to Fund Balance - Assigned	350,000.00	-	(350,000.00)	0.00%
AP-9901 Purpose of Fund	-	188,798.78	(188,798.78)	0.00%
5022:Increase to Fund Balance - Assigned	-	188,798.78	(188,798.78)	0.00%
Total Changes to Fund Balance	350,000.00	(188,798.78)	(538,798.78)	(53.94%)
Net Financial Impact	\$ -	\$ -	\$ -	0.00%

Montecito Fire Protection District

Financial Trend - 2 Years

Fund 3650: General Fund

As of: 6/30/2026

Ledger Account	6/30/2025 Year-To-Date Actual	6/30/2026 Year-To-Date Actual
Revenues		
RC-3010 Property Tax-Current Secured	\$ 23,174,042.67	\$ 24,527,909.39
RC-3011 Property Tax-Unitary	251,260.55	285,160.00
RC-3015 PT PY Corr/Escapes Secured	31,035.49	46,889.07
RC-3020 Property Tax-Current Unsecd	808,713.81	864,846.05
RC-3023 PT PY Corr/Escapes Unsecured	41,909.39	10,801.83
RC-3040 Property Tax-Prior Secured	2,469.83	1,544.38
RC-3050 Property Tax-Prior Unsecured	17,712.78	23,998.99
RC-3054 Supplemental Pty Tax-Current	570,126.10	556,799.12
RC-3056 Supplemental Pty Tax-Prior	2,806.22	7,757.39
6000:Taxes	24,900,076.84	26,325,706.22
RC-3057 PT-506 Int, 480 CIOS/CIC Pen	2,625.14	173.51
6050:Fines, Forfeitures, and Penalties	2,625.14	173.51
RC-3380 Interest Income	413,218.70	519,543.30
RC-3409 Other Rental of Bldgs and Land	68,086.00	69,456.00
6150:Use of Money and Property	481,304.70	588,999.30
RC-3750 State-Emergency Assistance	1,369,844.87	245,470.31
RC-4220 Homeowners Property Tax Relief	76,139.86	75,779.80
6200:Intergovernmental Revenue-State	1,445,984.73	321,250.11
RC-4476 Federal Emergency Assistance	2,165,693.76	1,934,197.02
RC-4610 Federal Aid for Disaster	(507,366.00)	557,589.27
6210:Intergovernmental Revenue-Federal	1,658,327.76	2,491,786.29
RC-5105 Reimb for District Services	172,551.17	180,077.49
6300:Charges for Services	172,551.17	180,077.49
RC-5768 Safety Member Reimbursement	131,170.93	159,883.19
RC-5894 Other-Payment for Damages	-	247,673.65
RC-5895 Other-Donations	100.00	56,150.00
RC-5909 Other Miscellaneous Revenue	14,175.66	12,280.48
6350:Miscellaneous Revenue	145,446.59	475,987.32
Total Revenues	28,806,316.93	30,383,980.24

Montecito Fire Protection District

Financial Trend - 2 Years

Fund 3650: General Fund**As of: 6/30/2026**

Ledger Account	6/30/2025 Year-To-Date Actual	6/30/2026 Year-To-Date Actual
Expenditures		
SC-6100 Regular Salaries	11,052,951.90	10,758,227.43
SC-6300 Overtime	1,201,754.94	1,649,095.97
SC-6301 Overtime - Reimbursable	2,509,475.25	1,603,752.89
SC-6400 Retirement Contribution	2,699,201.81	3,449,307.40
SC-6450 Supp Retirement Contribution	2,150,000.00	3,500,000.00
SC-6475 Retiree Medical OPEB	350,000.00	-
SC-6550 FICA/Medicare	208,302.19	198,694.04
SC-6600 Health Insurance Contrib	2,663,959.87	2,767,250.40
SC-6700 Unemployment Ins Contribution	5,868.70	5,574.76
SC-6900 Workers Compensation	485,536.51	798,079.91
7010:Salaries and Employee Benefits	23,327,051.17	24,729,982.80
RC-5950 Refund of Services and Supplies		
SC-7030 Clothing and Personal	56,661.79	120,783.47
SC-7050 Communications	131,931.43	142,543.33
SC-7060 Food	4,594.78	1,148.61
SC-7070 Household Supplies	43,071.52	46,801.55
SC-7090 Insurance	150,895.00	154,991.00
SC-7120 Equipment Maintenance	56,599.17	51,579.87
SC-7121 Operating Supplies	-	11,724.52
SC-7200 Structure & Ground Maintenance	128,982.14	176,625.25
SC-7205 Fire Defense Zone	475,620.47	492,587.75
SC-7322 Consulting & Mgmt Fees	4,205.96	4,247.86
SC-7324 Audit and Accounting Fees	36,163.00	36,615.52
SC-7325 Other Professional Services	-	218,507.12
SC-7348 Instruments & Equip. < \$5000	19,442.30	12,471.42
SC-7363 Equipment Maintenance	164,834.38	154,694.30
SC-7400 Medical, Dental and Lab	51,916.30	56,382.12
SC-7430 Memberships	13,739.67	14,159.99
SC-7450 Office Expense	24,507.75	23,769.02
SC-7456 IT Hardware Purchase < \$5K	27,221.57	40,599.87
SC-7460 Professional & Special Service	388,313.44	533,308.81
SC-7507 ADP Payroll Fees	19,747.41	20,240.82
SC-7510 Contractual Services	122,242.89	130,899.84
SC-7530 Publications & Legal Notices	2,359.82	9,864.14
SC-7540 Rents/Leases-Equipment	5,232.51	9,309.63
SC-7546 Administrative Expense	192,891.73	223,801.07
SC-7580 Rents/Leases-Structure	7,787.22	13,335.54
SC-7630 Small Tools & Instruments	18,274.50	25,780.12
SC-7650 Special Departmental Expense	46,771.60	42,769.56

Montecito Fire Protection District

Financial Trend - 2 Years

Fund 3650: General Fund

As of: 6/30/2026

Ledger Account	6/30/2025	6/30/2026
	Year-To-Date Actual	Year-To-Date Actual
SC-7671 Special Projects	14,564.43	13,232.03
SC-7730 Transportation and Travel	68,645.95	70,357.95
SC-7731 Gasoline-Oil-Fuel	73,212.22	81,574.04
SC-7732 Training	86,409.45	98,596.55
SC-7760 Utilities	73,263.49	71,998.04
7020:Services and Supplies	2,510,103.89	3,105,300.71
SC-7830 Interest Expense	84,333.34	63,795.44
7045:Other Charges	84,333.34	63,795.44
SC-8200 Structures&Struct Improvements	380,582.34	239,583.02
7073:Structures&Struct Improvements	380,582.34	239,583.02
SC-8300 Equipment	466,716.59	717,070.27
7074:Equipment	466,716.59	717,070.27
Total Expenditures	26,768,787.33	28,855,732.24
Other Financing Sources & Uses		
SC-7901 Oper Trf (Out)	370,000.00	400,000.00
SC-7910 Long Term Debt Princ Repayment	1,173,594.14	1,194,132.03
7095:Other Financing Uses	1,543,594.14	1,594,132.03
Total Other Financing Sources & Uses	(1,543,594.14)	(1,594,132.03)
Net Financial Impact	\$ 493,935.46	\$ (65,884.03)

Agenda Item #3



STAFF REPORT

To: Montecito Fire Protection District Board of Directors
From: Brian Fallon, Fire Chief *BF*
Prepared by: Araceli Nahas, Finance and Administrative Manager *AN*
Date: July 27, 2026
Topic: Review of PARS Section 115 Trust Accounts for Pension and OPEB

Summary

The Finance Committee and Board of Directors review the PARS statements for the Section 115 trusts for pension and OPEB bi-monthly.

Background

The District maintains Section 115 Trust accounts to prefund long-term liabilities associated with retiree health benefits (OPEB) and pension obligations. These trusts are administered to improve funded status, help stabilize future contribution requirements, and manage long-term financial stability.

IRS Section 115 Trusts allow governmental entities to establish tax-exempt trusts for the exclusive purpose of funding public employee benefits. Investment earnings in these trusts are not subject to federal income tax and may earn at a higher rate than the County Treasury Investment Pool.

Discussion

Trust Account Overview and 12-Month Summary

As of May 31, 2026, the balances of the District's Section 115 Trust accounts are as follows:

- **OPEB Trust Balance:** \$16,897,596
- **Pension Trust Balance:** \$6,614,445

A detailed summary of each trust's activity for the most recent 12-month period is provided as an attachment. This summary includes monthly activity, including contributions, earnings/(losses), expenses and distributions, and the 1-month and 12-month investment return net of expenses. The most recent actuarial valuations and funded status for each plan are also included on the summary page.

Investment Strategy

Both trust accounts are invested in the Moderately Conservative Strategy in alignment with the Board's investment policy.

Conclusion

The Finance Committee and Board of Directors' review of the PARS Trusts' performance aligns with the District's Financial Policies.

Strategic Plan Reference

Strategic Plan Goal #8: Ensure Financial Accountability & Transparency

MONTECITO FIRE PROTECTION DISTRICT
PARS Post-Employment Benefits Trust 12-Month Summary

OPEB Account

Month	Beginning Balance	Contributions/ (Distributions)	Earnings	Expenses	Ending Balance	1-M % (net)	12-M % (net)
June 2025	15,038,838.90	100,000.00	369,350.68	5,277.80	15,502,911.78	2.42%	8.19%
July 2025	15,502,911.78	-	37,499.92	5,347.16	15,535,064.54	0.21%	6.07%
August 2025	15,535,064.54	-	242,057.06	5,398.22	15,771,723.38	1.52%	6.01%
September 2025	15,771,723.38	-	262,489.85	5,455.28	16,028,757.95	1.63%	6.30%
October 2025	16,028,757.95	-	156,625.46	5,514.85	16,179,868.56	0.94%	9.63%
November 2025	16,179,868.56	-	86,356.66	5,551.50	16,260,673.72	0.50%	7.82%
December 2025	16,260,673.72	-	11,946.40	5,570.46	16,267,049.66	0.04%	10.20%
January 2026	16,267,049.66	-	162,136.20	5,558.24	16,423,627.62	0.96%	9.84%
February 2026	16,423,627.62	-	269,511.11	5,596.56	16,687,542.17	1.61%	10.22%
March 2026	16,687,542.17	-	(512,149.30)	5,671.43	16,169,721.44	-3.10%	8.28%
April 2026	16,169,721.44	-	478,908.97	5,779.46	16,642,850.95	2.93%	11.27%
May 2026	16,642,850.95	-	260,644.67	5,899.46	16,897,596.16	1.53%	11.63%
Total		100,000.00	1,825,377.68	66,620.42			

Total Contributions to the Plan = \$ 8,726,000

Total OPEB Liability at 6/30/2024 = \$ 18,762,145
 PARS OPEB balance at 6/30/2024 = 13,994,609
 Net OPEB Liability at 6/30/2024 = \$ 4,767,536

Implicit subsidy of \$2,607,588 is not included in total liability

Funded status = 74.6%

Pension Account

Month	Beginning Balance	Contributions/ (Distributions)	Earnings	Expenses	Ending Balance	1-M % (net)	12-M % (net)
April 2025	8,711,727.56	-	16,728.41	3,065.30	8,725,390.67	0.16%	8.16%
May 2025	8,725,390.67	-	107,176.62	3,067.81	8,829,499.48	1.19%	6.79%
June 2025	8,829,499.48	400,000.00	218,144.93	3,100.82	9,444,543.59	2.44%	8.15%
July 2025	9,444,543.59	-	22,542.20	3,297.46	9,463,788.33	0.20%	6.03%
August 2025	9,463,788.33	-	146,747.02	3,288.37	9,607,246.98	1.52%	5.96%
September 2025	9,607,246.98	-	159,743.37	3,322.96	9,763,667.39	1.63%	6.25%
October 2025	9,763,667.39	-	95,317.99	3,359.19	9,855,626.19	0.94%	9.57%
November 2025	9,855,626.19	-	52,231.12	3,381.48	9,904,475.83	0.50%	7.76%
December 2025	9,904,475.83	-	7,456.67	3,392.90	9,908,539.60	0.04%	10.25%
January 2026	9,908,539.60	-	98,090.34	3,386.15	10,003,243.79	0.96%	9.87%
February 2026	10,003,243.79	-	163,825.54	3,409.26	10,163,660.07	1.60%	10.22%
March 2026	10,163,660.07	(3,500,000.00)	(342,012.41)	3,454.00	6,318,193.66	-3.40%	7.93%
April 2026	6,318,193.66	-	196,222.97	2,265.72	6,512,150.91	3.07%	11.07%
May 2026	6,512,150.91	-	104,606.37	2,311.98	6,614,445.30	1.57%	11.48%
Total		(3,100,000.00)	922,916.11	37,970.29			

Total Contributions to the Plan = \$ 7,750,000
 Total Distributions from the Plan = \$ (3,500,000)

Total Accrued Pension Liability at 6/30/2024 = \$ 139,745,400
 CalPERS total assets at 6/30/2024 = 116,567,302
 Net Pension Liability at 6/30/2024 = \$ 23,178,098

*Funded status = 83.4%

*The PARS pension trust balance at 6/30/24 was \$6,662,602. When combined with CalPERS assets, total assets equal \$123,229,904, or a pension funded status of 88.2%.

MONTECITO FIRE PROTECTION DISTRICT
PARS Post-Employment Benefits Trust

Account Report for the Period
4/1/2026 to 4/30/2026

Brian Fallon
Fire Chief
Montecito Fire Protection District
595 San Ysidro Rd.
Santa Barbara, CA 93108

Account Summary

Source	Balance as of 4/1/2026	Contributions	Earnings	Expenses	Distributions	Transfers	Balance as of 4/30/2026
OPEB	\$16,169,721.44	\$0.00	\$478,908.97	\$5,779.46	\$0.00	\$0.00	\$16,642,850.95
PENSION	\$6,318,193.66	\$0.00	\$196,222.97	\$2,265.72	\$0.00	\$0.00	\$6,512,150.91
Totals	\$22,487,915.10	\$0.00	\$675,131.94	\$8,045.18	\$0.00	\$0.00	\$23,155,001.86

Investment Selection

Source	
OPEB	Montecito Fire Protection District - OPEB
PENSION	Montecito Fire Protection District - PENSION

Investment Objective

Source	
OPEB	Individual account based on Moderately Conservative - Strategic Blend. The dual goals of the Moderately Conservative Strategy are current income and moderate capital appreciation. The major portion of the assets is committed to income-producing securities. Market fluctuations should be expected.
PENSION	Individual account based on Moderately Conservative - Strategic Blend. The dual goals of the Moderately Conservative Strategy are current income and moderate capital appreciation. The major portion of the assets is committed to income-producing securities. Market fluctuations should be expected.

Investment Return

Source	1-Month	3-Months	1-Year	Annualized Return			Plan's Inception Date
				3-Years	5-Years	10-Years	
OPEB	2.96%	1.44%	11.72%	8.77%	3.62%	6.38%	1/19/2010
PENSION	3.11%	1.27%	11.52%	8.77%	3.63%	-	6/29/2017

Information as provided by US Bank, Trustee for PARS; Not FDIC Insured; No Bank Guarantee; May Lose Value

Past performance does not guarantee future results. Performance returns may not reflect the deduction of applicable fees, which could reduce returns. Information is deemed reliable but may be subject to change.

Investment Return: Annualized rate of return is the return on an investment over a period other than one year multiplied or divided to give a comparable one-year return.

Account balances are inclusive of Trust Administration, Trustee and Investment Management fees

MONTECITO FIRE PROTECTION DISTRICT
PARS Post-Employment Benefits Trust

Account Report for the Period
5/1/2026 to 5/31/2026

Brian Fallon
Fire Chief
Montecito Fire Protection District
595 San Ysidro Rd.
Santa Barbara, CA 93108

Account Summary

Source	Balance as of 5/1/2026	Contributions	Earnings	Expenses	Distributions	Transfers	Balance as of 5/31/2026
OPEB	\$16,642,850.95	\$0.00	\$260,644.67	\$5,899.46	\$0.00	\$0.00	\$16,897,596.16
PENSION	\$6,512,150.91	\$0.00	\$104,606.37	\$2,311.98	\$0.00	\$0.00	\$6,614,445.30
Totals	\$23,155,001.86	\$0.00	\$365,251.04	\$8,211.44	\$0.00	\$0.00	\$23,512,041.46

Investment Selection

Source	
OPEB	Montecito Fire Protection District - OPEB
PENSION	Montecito Fire Protection District - PENSION

Investment Objective

Source	
OPEB	Individual account based on Moderately Conservative - Strategic Blend. The dual goals of the Moderately Conservative Strategy are current income and moderate capital appreciation. The major portion of the assets is committed to income-producing securities. Market fluctuations should be expected.
PENSION	Individual account based on Moderately Conservative - Strategic Blend. The dual goals of the Moderately Conservative Strategy are current income and moderate capital appreciation. The major portion of the assets is committed to income-producing securities. Market fluctuations should be expected.

Investment Return

Source	1-Month	3-Months	1-Year	Annualized Return			Plan's Inception Date
				3-Years	5-Years	10-Years	
OPEB	1.57%	1.37%	12.08%	9.62%	3.81%	6.46%	1/19/2010
PENSION	1.61%	1.24%	11.94%	9.63%	3.82%	-	6/29/2017

Information as provided by US Bank, Trustee for PARS; Not FDIC Insured; No Bank Guarantee; May Lose Value

Past performance does not guarantee future results. Performance returns may not reflect the deduction of applicable fees, which could reduce returns. Information is deemed reliable but may be subject to change.
Investment Return: Annualized rate of return is the return on an investment over a period other than one year multiplied or divided to give a comparable one-year return.
Account balances are inclusive of Trust Administration, Trustee and Investment Management fees

Agenda

Item #4



STAFF REPORT

To: Montecito Fire Protection District Board of Directors
From: Brian Fallon, Fire Chief *BF*
Date: July 27, 2026
Topic: Authorization for the Purchase of an Upstaffing Trailer and Associated Equipment

Summary

The Montecito Fire Protection District provides continuous emergency response services to the Montecito community through the staffing of two full-time fire stations, serving nearly 10,000 residents. The district maintains a minimum daily staffing level of ten personnel to ensure a rapid and effective response to emergencies.

During periods of inclement weather and elevated fire danger, the district increases staffing levels to enhance community protection and improve operational readiness. To further strengthen emergency response capabilities, the district has secured a location on Montecito Water District property to strategically position a trailer on the east side of the community. This location will provide improved access and faster deployment of personnel and equipment during significant weather events and other emergencies.

The district is seeking to purchase a trailer dedicated exclusively to this operation. The trailer will serve as a forward operating location for upstaffed personnel during periods of heightened risk, supporting the district's mission to provide reliable, effective, and timely emergency services to the residents of Montecito.

Discussion

The Montecito Fire Protection District has identified an operational need to enhance emergency response capabilities on the east end of the district. The primary objective of the district is to provide timely and effective emergency response while meeting the established response time standard of 6 minutes and 59 seconds.

During periods of inclement weather, including Red Flag conditions and significant storm events, the potential for rapidly developing wildfires and flooding increases substantially. To improve operational readiness and provide enhanced community protection during these high-risk events, the district has entered a partnership with the Montecito Water District to utilize a portion of its property as a temporary deployment location for emergency response personnel and equipment. The license agreement authorizing the use of the property was approved by the Montecito Water District Board of Directors at its regular meeting on June 22, 2026. In addition, the district has coordinated with the Santa Barbara County Planning and Development Department to evaluate the proposed use and has received the necessary county approvals.

To support this deployment strategy, the district proposes purchasing a travel trailer and associated equipment necessary to accommodate personnel during periods of elevated emergency activity. The trailer will serve as a temporary operational base, allowing firefighters to be strategically positioned within

the east end of the community to improve response times and enhance service delivery during Red Flag warnings, severe storm events, and other incidents requiring increased staffing. The trailer will be stored on Montecito Water District property during both operational deployments and non-deployment periods.

The district proposes to expend up to \$150,000 for the purchase of a travel trailer and associated logistical equipment necessary to support the east end emergency response deployment site. Funding for this purchase will be drawn from the Land and Building Fund (Fund 3653).

Conclusion

Authorize the Fire Chief to spend up to \$150,000 for the purchase of an upstaffing trailer and associated logistical equipment to support the district's east-side emergency response deployment site.

Attachments

None.

Strategic Plan Reference

Strategic Plan Goal #3: Achieve excellence in community service.

Agenda Item #5



STAFF REPORT

To: Montecito Fire Protection District Board of Directors
From: Brian Fallon, Fire Chief *BF*
Date: July 27, 2026
Topic: Retention of Dan Underwood, Underwood Management Resources, Inc.

Summary

The Montecito Fire Protection District is committed to maintaining all district-owned properties to the highest possible standard. To uphold this commitment, it is essential that the district has access to specialized consulting resources that provide expertise in planning, logistics, and operational support. Since May 2019, the District has utilized consulting services provided by Underwood Management Resources, Inc. to assist with a variety of operational and facilities-related needs. These services have proven valuable in supporting the district's ongoing commitment to effective property management and organizational objectives.

Accordingly, the district seeks to renew its consulting services agreement with Underwood Management Resources, Inc. for the upcoming calendar year to ensure continued access to these specialized consulting and logistical support services.

Discussion

The Montecito Fire Protection District has identified an ongoing need for readily accessible consulting services to support the planning, coordination, and execution of District capital projects. Since 2019, the District has retained the services of Underwood Management Resources, Inc. to provide consulting and project management support for a variety of capital improvement initiatives.

Underwood Management Resources, Inc. has assisted with the logistical coordination of District capital projects, served as a liaison with contractors and vendors, aided in crafting necessary documentation for Invitations to Bid (ITB) and Requests for Proposals (RFP), and provided consulting services throughout the duration of each project. Maintaining a consistent point of contact for contractors and other project stakeholders has proven to be an effective approach, improving communication, coordination, and overall project execution.

One of the challenges the district faces is that Battalion Chiefs perform significant collateral duties in addition to their primary emergency response and administrative responsibilities. Furthermore, their 48/96 work schedule does not provide the continuity of a traditional 40-hour workweek. As a result, the Battalion Chief assigned to oversee logistics for a capital project may be unavailable for several consecutive business days. Having a dedicated consultant available during the regular business week to coordinate project activities, respond to contractor needs, and assist with project management has proven to be a valuable and cost-effective investment.

The district has maintained a consulting agreement with Underwood Management Resources, Inc. for the past several years. The most recent agreement expired in December 2025. Staff recommends renewing the consulting services agreement with Underwood Management Resources, Inc., effective July 1, 2026, through December 31, 2026, to ensure continued support for the District's capital projects and related logistical needs.

The table below reflects the substantive changes from the last contract to the present.

Section	2025 Agreement	2026 Agreement	Change
Effective Date	March 18, 2025	July 1, 2026	Updated for new contract year.
Term (Section 9)	Expires December 31, 2025	Expires December 31, 2026	Contract term extended one year.
Compensation (Section 11(a))	\$195.00/hour plus expenses	\$200.00/hour plus expenses	Hourly rate increased by \$5/hour (about 2.6%).

Conclusion

Authorize the Fire Chief to execute a renewal agreement with Underwood Management Resources, Inc. for the remainder of the calendar year (2026).

Attachments

1. 2025 Underwood Management Resources, Inc. Agreement
2. Updated 2026 Underwood Management Resources, Inc. Agreement

Strategic Plan Reference

Strategic Plan Goal #5: Strengthen our Infrastructure

AGREEMENT FOR CONSULTING SERVICES

This Agreement for Consulting Services ("Agreement") is made and entered into in the County of Santa Barbara, State of California, this 18th day of March, 2025 (the "Effective Date"), by and between the Montecito Fire Protection District ("District") and Underwood Management Resources, Inc., a California corporation ("Consultant").

WHEREAS, District desires to hire Consultant to perform the consulting services ; and

WHEREAS, Consultant represents that Consultant and/or Consultant's personnel have the qualifications and experience to properly perform such services:

NOW, THEREFORE, District and Consultant hereby agree as follows:

1. Scope of Services

Consultant shall furnish District with consulting services as more particularly set forth in Exhibit A attached hereto and incorporated by this reference in full herein. The parties acknowledge and agree that Consultant is not licensed as a general contractor and is not performing or providing any general contractor or construction services. District agrees that all construction services will either be provided by District directly, if District is functioning as an owner/builder, or by a licensed general contractor, together with such architects, engineers, and other consultants as may be necessary or appropriate.

In the event that Consultant recommends contractors, subcontractors, consultants, materials, products or equipment to District, District agrees that Consultant makes no warranty, express or implied, as to (i) the quality, suitability, accuracy or adequacy of the services, work, findings, recommendations, plans, specifications, or professional advice given by such third parties, and (ii) the specifications or adequacy or performance of any materials, products or equipment, and Consultant shall not be liable for any damages arising out of or resulting from any labor, materials or services provided by any third party.

District acknowledges and agrees that Consultant is not responsible for job or site conditions during the course of construction and that any general contractor or other contractors shall be solely responsible for job site conditions, including compliance with all state, federal, and local laws and regulations relating to job safety and work conditions. Responsibility for construction means, methods, sequencing, techniques and procedures shall exclusively lie with the general contractor or any subcontractor.

2. Method of Performing Services

In performing the services, Consultant will act on behalf of District to implement District's decisions. Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the services described herein.

3. **Standard of Performance**

Consultant agrees to undertake these services using that standard of care, skill, and diligence normally provided by a person in performance of similar consulting services.

4. **Nonexclusive Services**

This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine. Consultant agrees that performing such services will not materially interfere with services, for existing projects, to be performed for the District.

5. **Coordination of Services**

All services are to be coordinated with the Fire Chief or designee ("Fire Chief") and shall be performed under the general direction of Fire Chief.

6. **Principal in Charge**

Consultant hereby designates Division Chief - Operations, as its principal-in-charge and person responsible for necessary coordination with Fire Chief.

7. **Time for Performance**

All services performed under this Agreement shall be completed in a timely manner as specified by District.

8. **District's Responsibility**

District shall cooperate with Consultant as may be reasonably necessary for Consultant to perform its services. Fire Chief agrees to provide direction to Consultant as requested regarding particular project requirements.

9. **Term of Agreement**

This Agreement shall begin on the Effective Date set forth above and, unless earlier terminated pursuant to the terms hereof, shall expire on December 31, 2025.

10. **Termination**

a. This Agreement may be terminated by District if Fire Chief notifies Consultant, in writing, of Fire Chief's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice. District agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on District's behalf.

b. This Agreement may be terminated by Consultant if Consultant notifies Fire Chief, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

11. Compensation

a. District agrees to pay Consultant \$195.00 per hour plus expenses for services provided under this Agreement. For the work described in Exhibit A.

b. The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of District from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to Consultant's services.

c. Consultant shall provide District with a monthly invoice delineating the time and services provided by Consultant to District.

12. Non-Appropriation of Funds

Payments to be made to Consultant by District for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of District. In the event District does not appropriate sufficient funds for payment of Consultant's services beyond the current fiscal year, this Agreement shall cover payment for Consultant's services only up to the conclusion of the last fiscal year in which District appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

13. Records

a. Consultant agrees that all final work product, including spreadsheets, budgets, computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services ("Documents and Materials") shall be the property of District and shall, upon request and completion of the services or termination of this Agreement, be delivered to Fire Chief.

b. At District's request, District shall be entitled to immediate possession of, and Consultant shall furnish to Fire Chief within ten days, all of the Documents and Materials. Consultant may retain copies of these Documents and Materials.

c. Any substantive modification of the Documents and Materials by District staff or any use of the completed Documents and Materials for other District projects, or any use of uncompleted Documents and Materials, without the written consent of Consultant, shall be at District's sole risk and without liability or legal exposure to Consultant. District agrees to indemnify, defend and hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the Documents and

Materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

14. **Confidentiality of Information**

Any non-public Documents and Materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of Fire Chief except where such disclosure is required by law or court order or reasonably required for the performance of services.

15. **Indemnity**

Consultant agrees to indemnify, hold harmless and defend District, its Governing Board, and each member thereof, and every officer, employee, representative or agent of District, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Consultant or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Consultant's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which Consultant or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Consultant's behalf would be held strictly liable.

District agrees to indemnify, hold harmless and defend Consultant and every officer, employee, representative or agent of Consultant, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by District or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on District's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which District or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on District's behalf would be held strictly liable.

16. **Insurance**

Consultant shall maintain prior to the beginning of and for the duration of this Agreement, insurance coverage as specified in Exhibit B attached hereto and incorporated by this reference in full herein, unless such insurance coverages are otherwise waived, amended or reduced by Fire Chief.

17. **Independent Contractor**

a. District and Consultant agree that in the performance of the services, Consultant shall be, and is an independent contractor, and that Consultant and its

employees are not employees of District. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons assisting Consultant.

b. Consultant shall be solely responsible for, and shall save District harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Consultant acknowledges that Consultant and Consultant's employees are not entitled to receive from District any of the benefits or rights afforded employees of District, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

18. Consultant Not Agent

Except as Fire Chief may specify in writing, Consultant, and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of District in any capacity, as agents or otherwise, or to bind District to any obligation.

19. Conflict of Interest

Consultant shall promptly inform Fire Chief of any contract, agreement, arrangement, or interest that Consultant may enter into or have during the performance of this Agreement that may conflict with District's interests. This requirement includes contracts, agreements and arrangements with manufacturers, suppliers, contractors or other clients whose interests might be served by the services performed under this Agreement and Consultant's or Consultant's clients' interest in land that might be affected by the services. Consultant shall take such measures as are necessary in the performance of this Agreement to prevent actual or appearances of conflicts of interest.

20. Limit of Liability

As a material inducement to Consultant to enter into this agreement, Client agrees to limit the liability of Consultant, its principals, employees and sub-consultants, for any claim for or action arising in tort, contract, or strict liability to solely the sum of payments recovered from Consultant's insurance company, up to the stated limits, in addition to the required policy deductibles to be paid by Consultant.

21. Assignability of Agreement

Consultant agrees that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express written consent of Fire Chief, which consent may be withheld for any reason.

22. **Successors and Assigns**

Consultant and District agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and permitted assigns of Consultant and District.

23. **Force Majeure**

Consultant and District agree that neither District nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the reasonable control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

24. **Time of Essence**

Consultant and District agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

25. **Governing Law**

District and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of District and Consultant hereunder shall be governed by the laws of the State of California.

26. **Covenants and Conditions**

Consultant and District agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

27. **Compliance with Laws**

Consultant agrees to comply with all local, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the services performed by Consultant pursuant to this Agreement.

28. **Severability**

District and Consultant agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

29. **Waiver**

District and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or District shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either District or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

30. **Counterparts**

District and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

31. **Expenses of Enforcement**

Consultant and District agree that the prevailing party's reasonable costs, attorneys' fees and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any litigation involving the terms and conditions of this Agreement.

32. **Authority to Execute**

District and Consultant acknowledges that the person executing this Agreement have been duly authorized by the District and Consultant to do so on behalf of District and Consultant.

33. **Notices**

a. Any notices to Consultant shall be in writing and shall be delivered personally or by mail addressed to Underwood Management Resources, Inc., 2405 State Street, Santa Barbara, CA 93105, Attention: Dan Underwood.

b. Any notices to District shall be in writing and shall be delivered personally or by mail addressed to Montecito Fire Protection District, 595 San Ysidro Road, Santa Barbara, CA 93108, Attention: Fire Chief.

34. **Amendment**

District and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed to in writing by both Fire Chief and Consultant.

35. **Entire Agreement**

District and Consultant agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

[Signatures Appear on the following page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date written above.

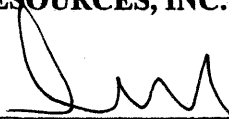
**MONTECITO FIRE PROTECTION
DISTRICT**



David Neels, Fire Chief

Date: 3/18/2025

**UNDERWOOD MANAGEMENT
RESOURCES, INC.**



Dan Underwood

Date: 3/21/25

EXHIBIT A

SCOPE OF SERVICES

1. **Design Consultant Awards** -- In coordination with the District, invite/select design consultants, meet with design consultants, coordinate bid questions and clarifications, obtain pricing, and award design consultant contracts.
2. **Design Approvals** -- Regular meetings with District and architect to establish District priorities, design criteria, and general specifications. Coordination and follow up through design review approval. Assist with a preliminary budget and schedule for projects.
3. **Construction Drawings / Permits** -- Regular meetings with the District and architect, value engineering analysis, coordination with all County departments, coordination with all utility companies, follow up with design consultants for completion of the plans, follow up plan submittal through approvals and permits.
4. **Contractor Bidding** -- In coordination with the District, invite/select contractors, meet with contractors, coordinate contractor questions and clarifications, obtain pricing, and award contractor contracts.
5. **Constructions** -- Meet with the District, architect, and contractor weekly to coordinate work for all projects, track progress, discuss and resolve challenges that arise, identify and bring action items to resolution, and general building coordination to proactively stay on top of project issues. Assist with project budget and schedule and then track and update regularly. Contractor coordination/administration for RFIs, ASKs, draw review, prevailing wage submittals, releases, and insurance certificates. Necessary project site visits.
6. **Project Close Out** -- Ensure final approvals are received and delivered to the District. Coordinating all closing documents from contractor to the District (i.e., permit set of plans, as-builts, final releases, warranties, product specifications, HO manuals, etc). Final budget.

The Scope of Services is flexible and will be adjusted based on the needs of the District and may include all or part of projects as described in the RFP(s) and any related work that may be added with the written approval of District and Consultant.

EXHIBIT B INSURANCE

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

a. Professional Liability insurance in an amount not less than \$1,000,000.

b. Commercial general liability insurance, including a contractual liability endorsement, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office commercial general liability coverage (Occurrence Form CG0001ED, November 1988). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

c. Business automobile liability insurance in an amount not less than \$500,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office automobile liability coverage (Occurrence Form CA000T, ED June 1992) covering Code No. 1, "any auto";

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant.

2. Consultant shall, prior to performance of any services, file with the Fire Chief certificates of insurance with original endorsements affecting coverage required by this Exhibit C. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Fire Chief. All certificates and endorsements are to be received and approved by the Fire Chief before work commences. District reserves the right to require complete certified copies of all required insurance policies at any time.

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Fire Chief. The Fire Chief shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name District, its Governing Board officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant;

premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to District, its Governing Board, officers, employees and volunteers.

The General liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit C or substitute forms containing the same information and acceptable to the Fire Chief shall be used to provide the endorsements.

5. The coverages provided to District shall be primary and not contributing to or in excess of any existing District insurance coverages. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to District, its Governing Board, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Any deductibles or self-insured retentions must be declared to and approved by the Fire Chief. At the option of the Fire Chief, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District, its Governing Board, officers, employees and volunteers, or the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Fire Chief.

AGREEMENT FOR CONSULTING SERVICES

This Agreement for Consulting Services ("Agreement") is made and entered into in the County of Santa Barbara, State of California, this 1st day of July, 2026 (the "Effective Date"), by and between the Montecito Fire Protection District ("District") and Underwood Management Resources, Inc., a California corporation ("Consultant").

WHEREAS, District desires to hire Consultant to perform the consulting services; and

WHEREAS, Consultant represents that Consultant and/or Consultant's personnel have the qualifications and experience to properly perform such services:

NOW, THEREFORE, District and Consultant hereby agree as follows:

1. Scope of Services

Consultant shall furnish District with consulting services as more particularly set forth in Exhibit A attached hereto and incorporated by this reference in full herein. The parties acknowledge and agree that Consultant is not licensed as a general contractor and is not performing or providing any general contractor or construction services. District agrees that all construction services will either be provided by District directly, if District is functioning as an owner/builder, or by a licensed general contractor, together with such architects, engineers, and other consultants as may be necessary or appropriate.

In the event that Consultant recommends contractors, subcontractors, consultants, materials, products or equipment to District, District agrees that Consultant makes no warranty, express or implied, as to (i) the quality, suitability, accuracy or adequacy of the services, work, findings, recommendations, plans, specifications, or professional advice given by such third parties, and (ii) the specifications or adequacy or performance of any materials, products or equipment, and Consultant shall not be liable for any damages arising out of or resulting from any labor, materials or services provided by any third party.

District acknowledges and agrees that Consultant is not responsible for job or site conditions during the course of construction and that any general contractor or other contractors shall be solely responsible for job site conditions, including compliance with all state, federal, and local laws and regulations relating to job safety and work conditions. Responsibility for construction means, methods, sequencing, techniques and procedures shall exclusively lie with the general contractor or any subcontractor.

2. Method of Performing Services

In performing the services, Consultant will act on behalf of District to implement District's decisions. Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the services described herein.

3. Standard of Performance

Consultant agrees to undertake these services using that standard of care, skill, and

diligence normally provided by a person in performance of similar consulting services.

4. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine. Consultant agrees that performing such services will not materially interfere with services, for existing projects, to be performed for the District.

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All services are to be coordinated with the Fire Chief or designee ("Fire Chief") and shall be performed under the general direction of the Fire Chief.

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Consultant hereby designates Division Chief Operations as its principal-in-charge and person responsible for necessary coordination with the Fire Chief.

7. Time for Performance

All services performed under this Agreement shall be completed in a timely manner as specified by District.

8. District's Responsibility

District shall cooperate with Consultant as may be reasonably necessary for Consultant to perform its services. Fire Chief agrees to provide direction to Consultant as requested regarding particular project requirements.

9. Term of Agreement

This Agreement shall begin on the Effective Date set forth above and, unless earlier terminated pursuant to the terms hereof, shall expire on June 30, 2027.

10. Termination

a. This Agreement may be terminated by District if Fire Chief notifies Consultant, in writing, of Fire Chief's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice. District agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on District's behalf.

b. This Agreement may be terminated by Consultant if Consultant notifies Fire Chief, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by

Consultant have been completed prior to the date of termination.

11. Compensation

a. District agrees to pay Consultant \$200.00 per hour plus expenses for services provided under this Agreement. For the work described in Exhibit A.

b. The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of District from all claims and liabilities for compensation to Consultant for anything completed, finished, or relating to Consultant's services.

c. Consultant shall provide District with a monthly invoice delineating the time and services provided by Consultant to District.

12. Non-Appropriation of Funds

Payments to be made to Consultant by District for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of District. In the event District does not appropriate sufficient funds for payment of Consultant's services beyond the current fiscal year, this Agreement shall cover payment for Consultant's services only up to the conclusion of the last fiscal year in which District appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

13. Records

a. Consultant agrees that all final work product, including spreadsheets, budgets; computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services ("Documents and Materials") shall be the property of District and shall, upon request and completion of the services or termination of this Agreement, be delivered to Fire Chief.

b. At District's request, District shall be entitled to immediate possession of, and Consultant shall furnish to Fire Chief within ten days, all of the Documents and Materials. Consultant may retain copies of these Documents and Materials.

c. Any substantive modification of the Documents and Materials by District staff or any use of the completed Documents and Materials for other District projects, or any use of uncompleted Documents and Materials, without the written consent of Consultant, shall be at District's sole risk and without liability or legal exposure to Consultant. District agrees to indemnify, defend and hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the Documents and Materials for purposes other than those described in

this Agreement, unless Consultant consents in writing to such reuse.

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Any non-public Documents and Materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of Fire Chief except where such disclosure is required by law or court order or reasonably required for the performance of services.

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b. Consultant shall be solely responsible for, and shall save District harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Consultant acknowledges that Consultant and Consultant's employees are not entitled to receive from District any of the benefits or rights afforded employees of District, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

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rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express written consent of Fire Chief, which consent may be withheld for any reason.

22. Successors and Assigns

Consultant and District agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and permitted assigns of Consultant and District.

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Consultant and District agree that neither District nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the reasonable control of either party. Such acts shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

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District and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of District and Consultant hereunder shall be governed by the laws of the State of California.

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Consultant and District agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

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District and Consultant agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

29. Waiver

District and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or District shall constitute a waiver of any other breach of the

same provision or any other provision of this Agreement. Failure of either District or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

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District and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

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b. Any notices to District shall be in writing and shall be delivered personally or by mail addressed to Montecito Fire Protection District, 595 San Ysidro Road, Santa Barbara, CA 93108, Attention: Fire Chief.

34. Amendment

District and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed to in writing by both Fire Chief and Consultant.

35. Entire Agreement

District and Consultant agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

[Signatures Appear on the following page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date written above.

**MONTECITO FIRE PROTECTION
DISTRICT**

UNDERWOOD MANAGEMENT

Brian Fallon, Fire Chief

Dan Underwood

Date: _____

Date: _____

EXHIBIT A

SCOPE OF SERVICES

1. **Design Consultant Awards** -- In coordination with the District, invite/select design consultants, meet with design consultants, coordinate bid questions and clarifications, obtain pricing, and award design consultant contracts.
2. **Design Approvals** -- Regular meetings with District and architect to establish District priorities, design criteria, and general specifications. Coordination and follow-up through design review approval. Assist with a preliminary budget and schedule for projects.
3. **Construction Drawings / Permits** -- Regular meetings with the District and architect, value engineering analysis, coordination with all County departments, coordination with all utility companies, follow up with design consultants for completion of the plans, follow up plan submittal through approvals and permits.
4. **Contractor Bidding**-- In coordination with the District, invite/select contractors, meet with contractors, coordinate contractor questions and clarifications, obtain pricing, and award contractor contracts.
5. **Construction** -- Meet with the District, architect, and contractor weekly to coordinate work for all projects, track progress, discuss and resolve challenges that arise, identify and bring action items to resolution, and general building coordination to proactively stay on top of project issues. Assist with project budget and schedule and then track and update regularly. Contractor coordination/administration for RFIs, ASKs, draw review, prevailing wage submittals, releases, and insurance certificates. Necessary project site visits.
6. **Project Close Out** -- Ensure final approvals are received and delivered to the District. Coordinating all closing documents from contractor to the District (i.e., permit set of plans, as-builts, final releases, warranties, product specifications, HO manuals, etc.). Final budget.

The Scope of Services is flexible and will be adjusted based on the needs of the District and may include all or part of projects as described in the RFP(s) and any related work that may be added with the written approval of District and Consultant.

EXHIBIT B INSURANCE

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

a. Professional Liability insurance in an amount not less than \$1,000,000.

b. Commercial general liability insurance, including a contractual liability endorsement, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office commercial general liability coverage (Occurrence Form CGO00IED, November 1988). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

c. Business automobile liability insurance in an amount not less than \$500,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office automobile liability coverage (Occurrence Form CA000T, ED June 1992) covering Code No. 1, "any auto";

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant.

2. Consultant shall, prior to performance of any services, file with the Fire Chief certificates of insurance with original endorsements affecting coverage required by this Exhibit

C. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Fire Chief. All certificates and endorsements are to be received and approved by the Fire Chief before work commences.. District reserves the right to require complete certified copies of all required insurance policies at any time.

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Fire Chief. The Fire Chief shall not approve or accept any endorsement if the

endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name District, its Governing Board officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant;

premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to District, its Governing Board, officers, employees and volunteers.

The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit C or substitute forms containing the same information and acceptable to the Fire Chief shall be used to provide the endorsements.

5. The coverages provided to District shall be primary and not contributing to or in excess of any existing District insurance coverages. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to District, its Governing Board, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

6. Any deductibles or self-insured retentions must be declared to and approved by the Fire Chief. At the option of the Fire Chief, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District, its Governing Board, officers, employees and volunteers, or the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Fire Chief.

Agenda Item #6



STAFF REPORT

To: Montecito Fire Protection District Board of Directors
From: Brian Fallon, Fire Chief *BF*
Date: July 27, 2026
Topic: Resolution 2026-08: Calling a General District Election and Requesting Consolidation with the Statewide General Election

Summary

Two Board seats will be up for election at the General Election on November 3, 2026. Resolution 2026-08 calls for a General District Election to elect two Directors to four-year terms and requests consolidation of the District election with the statewide General Election.

Discussion

Under California Health and Safety Code Section 13843(a) and the California Elections Code, the District must hold an election for Board seats with expiring terms. Directors elected on November 3, 2026, will serve four-year terms from December 4, 2026, through December 4, 2030.

The California Elections Code permits special district elections to be consolidated with statewide elections. Consolidation allows the Santa Barbara County Clerk-Recorder-Assessor & Elections Office to administer the District election using the same precincts, polling places, election officers, and procedures as the statewide General Election. This process improves efficiency, reduces the District's administrative workload, and supports a cost-effective election.

Adopting Resolution 2026-08 will formally call the election, request consolidation with the statewide General Election, and authorize District staff to file the certified resolution with the County and coordinate the required election services.

Conclusion

Staff recommends that the Board approve Resolution 2026-08, calling for a General District Election for the purpose of electing two Directors to terms of office and requesting consolidation of the District Election with the statewide General Election on November 3, 2026.

Attachments

1. Resolution 2026-08: Calling for a General District Election and Requesting Consolidation with the Statewide General Election.

Strategic Plan Reference

1. Strategic Plan Goal #3: Achieve Excellence in Community Service

RESOLUTION NO. 2026-08

RESOLUTION OF THE BOARD OF DIRECTORS OF THE MONTECITO FIRE PROTECTION DISTRICT CALLING FOR A GENERAL DISTRICT ELECTION FOR THE PURPOSE OF ELECTING TWO DIRECTORS TO TERMS OF OFFICE AND REQUESTING CONSOLIDATION OF THE DISTRICT ELECTION WITH THE STATEWIDE GENERAL ELECTION ON NOVEMBER 3, 2026

WHEREAS, pursuant to the California Elections Code and California Health & Safety Code section 13843(a), the Board of Directors of the Montecito Fire Protection District (“District”) must call for a general election to be held on Tuesday, November 3, 2026, for the purpose of electing successors to the following two members of the Board of Directors whose terms of office will expire on December 4, 2026: Peter van Duinwyk and Jason Copus.

WHEREAS, pursuant to the California Elections Code sections 10400 et seq., said election may be consolidated with any other election.

WHEREAS, the District Board of Directors has determined that it is in the best interests of the District to request the consolidation of the foregoing election of two members of the District Board of Directors with the statewide general election to be held on November 3, 2026, and to request that the Board of Supervisors of the County of Santa Barbara permit the Elections Official of the Clerk, Recorder, Assessor & Elections Office of said County to render services to the District relating to the conduct of said general election as authorized by California Elections Code section 10002.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Montecito Fire Protection District as follows:

- 1.** A general District election shall be held within the District on Tuesday, November 3, 2026, for the purpose of electing two members to the District Board of Directors for four-year terms of office that will commence on December 4, 2026, and expire on December 4, 2030.
- 2.** Pursuant to California Elections Code 10403 and 10555, the Board of Supervisors of the County of Santa Barbara is hereby requested to consent and agree to the consolidation of the general District election with the statewide general election on Tuesday, November 3, 2026, for the purpose of electing two members to the District Board of Directors.

3. The Board of Supervisors of the County of Santa Barbara is requested to issue instructions to the Elections Official of the Clerk, Recorder, Assessor & Elections Office of said County to take any and all steps necessary for the holding of said consolidated election, and the District Board of Directors agrees to reimburse the County of Santa Barbara in full for services performed relating to this election upon presentation of a properly approved bill.

4. The Secretary of the District Board of Directors is hereby directed to file a certified copy of this Resolution with the Board of Supervisors and the Elections Division of the Santa Barbara County Clerk-Recorder's Office.

PASSED AND ADOPTED this 27th day of July, 2026, by the following vote of the Board of Directors of the Montecito Fire Protection District:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sylvia Easton
President of the Board of Directors
MONTECITO FIRE PROTECTION DISTRICT

ATTEST:

Michael Lee
Secretary of the Board of Directors
MONTECITO FIRE PROTECTION DISTRICT

STATE OF CALIFORNIA)
)
COUNTY OF SANTA BARBARA)

ss.

I, Michael Lee, Secretary of the Board of Directors of the MONTECITO FIRE PROTECTION DISTRICT, do hereby certify that the above and foregoing is a full, true, and correct copy of Resolution No. 2026-08 of said Board, and that the same has not been amended or repealed.

DATED: July 27, 2026

Michael Lee, Secretary

Agenda Item #7



STAFF REPORT

To: Montecito Fire Protection District Board of Directors
From: Brian Fallon, Fire Chief 
Date: July 27, 2026
Topic: Declaring AED units as Surplus and Donating AED units to Forest Service Agencies

Summary

The Montecito Fire Protection District currently owns four older-model Automated External Defibrillators (AEDs) that are no longer suitable for operational use within the district. AEDs are designed to analyze a patient's cardiac rhythm and deliver a defibrillation shock when appropriate during sudden cardiac arrest. These devices are specifically intended for use by both trained responders and laypersons, requiring only minimal instruction to operate safely and effectively. Early access to an AED can significantly improve survival outcomes by restoring a viable cardiac rhythm before advanced medical care arrives.

The district provides Advanced Life Support (ALS) services through its paramedic program. District paramedics utilize advanced cardiac monitors capable of delivering manual defibrillation and other ALS interventions. The AEDs serve as supplemental equipment; however, recent changes in local emergency medical services (EMS) protocols have rendered these specific units obsolete for District operations.

Discussion

The Santa Barbara County Emergency Medical Services Agency (EMS Agency), under the Santa Barbara County Public Health Department, has updated its cardiac arrest treatment protocols. The revised protocols recommend higher energy levels (joules) than these older AED models can deliver. As a result, the units no longer meet the operational requirements for use within the District's EMS system. Although these AEDs are no longer compliant with local EMS protocols, they remain fully functional and continue to provide effective defibrillation capabilities appropriate for public access and basic life support applications. The devices retain useful service life and can still provide lifesaving treatment when used in accordance with their intended purpose.

The district proposes donating the four AEDs to Arroyo Grande Helitak (1), Arroyo Grande Hot Shots (1), and Los Padres Hot Shots (2). These agencies are not governed by Santa Barbara County EMS protocols and can continue to utilize the equipment effectively in remote operational environments where immediate access to an AED may improve outcomes during a cardiac emergency.

The District's Surplus Property Policy requires Board approval for the donation of any item with an estimated value exceeding \$500. Staff has determined that each AED has an estimated current value between \$700 and \$1,000, resulting in a combined estimated value of approximately \$2,800 to \$4,000. The receiving agencies will execute the district's standard release and waiver agreement prior to transfer of the equipment.

Conclusion

Staff recommends that the Board declare AED's as surplus and authorize the Fire Chief to donate the four AED units to forest service agencies.

Attachments

1. Montecito Fire Protection District Automated External Defibrillator Donation Agreement
2. Montecito Fire Protection District Surplus Policy

Strategic Plan Reference

Strategic Plan Goal #3: Achieve excellence in community service.



MONTECITO FIRE DEPARTMENT

An Independent Fire District

Montecito Fire Protection District Automated External Defibrillator Donation Agreement

This Automated External Defibrillator Donation Agreement ("Agreement") is entered into and effective on the date it is last executed ("Effective Date") by and between the Montecito Fire Protection District ("District") and _____ ("Donee" and together with the District, "Parties") with reference to the following facts:

WHEREAS, as set forth below, the District wishes to donate to Donee ___ [Number] of automated external defibrillators ("AED" or "AEDs"), provide basic instructions for maintenance of the AEDs, and provide one-time basic training to Donee on the use of the AEDs; and

WHEREAS, Donee wishes to accept the AED's being donated by the District, such that Donee will be the owner of the AEDs responsible for all aspects of ownership of the AEDs, such as, but not limited to, ongoing maintenance, inspections to ensure functionality, replacing parts (including adhesive pads), "retiring" the AED upon expiration, and the proper use of the AEDs.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Recitals. The Parties agree and acknowledge that the foregoing recitals are true and correct and, by this reference, incorporated into and made a material part of this Agreement.

2. Obligations of the District. Subject to the terms of this Agreement, the District shall donate to Donee, at no cost to Donee, the AEDs. The District will provide Donee (a) basic maintenance instructions for the AEDs and (b) a one-time, basic training on the use of the AEDs. Said one-time training shall be scheduled by Donee and the District at a mutually acceptable date and time. Donee agrees and acknowledges that nothing provided in this Agreement or stated or provided during or in the maintenance instructions or basic training is intended to be or should be construed as medical advice.

3. Obligations of the Donee. Upon the District's delivery of the AEDs to Donee, all right, title, and interest in and to the AEDs is irrevocably transferred to Donee. Accordingly, Donee shall and agrees to be solely and exclusively responsible for all aspects of ownership of the AEDs, including, but not limited to, complying with Health and Safety Code section 1797.196 (and any other statute or regulation relating to the use of automated external defibrillators); the use, attempted use, and/or non-use of the AEDs; Donee's creation, implementation, and operation of

an AED program; Donee's ongoing maintenance and inspection of the AEDs; the replacement of AED parts; and discarding the AED upon expiration. Donee shall and agrees to comply with all applicable laws, regulations, and standards of care governing the placement and use of the AEDs and automated external defibrillators generally.

4. Assumption of Risks. Donee acknowledges that the use of the AED's involves inherent risks that cannot be eliminated regardless of the care taken to avoid injury. The specific risks vary, but range from minor injuries (such as scratches and bruises), to major injuries (such as punctures), to catastrophic injuries (such as death). Despite these risks, Donee agrees to accept the AEDs and the obligations stemming from ownership of said AEDs and to assume any and all risks, known or unknown, relating to the use or non-use and ownership of the AEDs. Donee accepts full and exclusive responsibility for any injury, death, or damage that arises out of or is related to the AEDs.

5. As-Is Condition of the Equipment. The District represents that the AEDs are not, by the manufacturer's standard, expired. Except as expressly stated in the preceding sentence, Donee understands, acknowledges, and agrees that the AEDs are being donated on an as-is, where is, with all faults basis, and that the District makes absolutely no representations or warranties of any kind whatsoever (express, implied, or otherwise) with respect to the AEDs, the effectiveness of the AEDs, or the condition thereof. Additionally, Donee understands, acknowledges, and agrees that the District does not endorse any particular automated external defibrillator manufacturer and the fact that the AEDs are produced by a certain manufacturer should not be construed as an endorsement by the District as to quality, fitness for a particular purpose, or otherwise.

6. Indemnification and Hold Harmless. Donee hereby agrees to indemnify and hold harmless the District; any District-affiliated organizations; and the District's Board of Directors, officers, employees, volunteers, shareholders, agents, attorneys, representatives, and their respective successors and/or assigns (collectively "Releasees") from any loss, damage (including, but not limited to, any direct, consequential, special, incidental, punitive, or indirect damages), claim (including, but not limited to, third-party claims), suit, liability, cause of action, demand, cost and/or expense, of whatever kind or nature, paid or incurred by Releasees, or asserted against any of them (including attorney's fees and court costs) caused in whole or in part, by, arising directly or indirectly out of, or any way relating to, the District's donation of the AEDs; the use or non-use (in each case, whether by Donee, its employee, a member of the public, or any other individual regardless of its relationship or non-relationship with Donee) and/or ownership of the AEDs; and, in the broadest sense, the AEDs.

7. Waiver. Donee forever releases (and agrees not to sue) Releasees from any and all any loss, damage (including, but not limited to, any direct, consequential, special, incidental, punitive, or indirect damages), claim, suit, liability, cause of action, demand, cost and/or expense, of whatever kind or nature, now or hereafter existing, whether known or unknown, present or future, foreseen or unforeseen, that Donee, its affiliates, employees, volunteers, agents, successor, assigns, and/or representatives now have, or may have in the future, caused in whole or in part, by, arising directly or indirectly out of, or any way relating to the AEDs, including the basic training and maintenance instructions provided hereunder, and whether caused by an act

or omission of any kind by Releasees. This waiver and release of liability includes, without limitation, any property or bodily and/or personal injury or injuries which may occur as a result of the use of the AEDs, which may malfunction or break.

8. California Civil Code Section 1542 Waiver. Donee expressly acknowledges and agrees that in furtherance of the intention to bar certain claims as set forth above, Donee expressly, knowingly, and voluntarily waives any and all rights and benefits conferred upon them by the provisions of California Civil Code, Section 1542, *et seq.*, which are as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

9. Donee understands and acknowledges that the significance and consequence of this waiver of Section 1542 of the Civil Code is that even if Donee should eventually suffer damages arising out of the claims waived above, it will not be permitted to make any claim for those damages. Donee acknowledges that it intends these consequences even as to claims for damages and/or losses that may exist but which Donee does not know exist, and which, if known, would materially affect Donee’s decision to execute this Agreement, regardless of whether Donee’s lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

10. Interpretation and Construction. The Parties agree that the rule of contract construction to the effect that an agreement shall be construed against the draftsman shall have no application in the construction or interpretation of this Agreement. The headings appearing at the beginning of the various sections and subsections hereof are inserted for the convenience of the Parties only, do not constitute a part of this Agreement, and shall not be relied upon to alter or construe the meaning of any provision hereof. Wherever the context of this Agreement requires, all words used in the singular shall be construed to have been used in the plural, and vice versa, and the use of any gender specific pronoun shall include any other appropriate gender. The conjunctive “or” shall mean “and/or” unless otherwise required by the context in which the conjunctive “or” is used. The word “include” means “includes without limitation” and the word “including” means “including but not limited to.”

11. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, affiliates, parent entities, subsidiaries, trustees, directors, officers, agents, attorneys, insurers, employees, representatives, assigns, successors, and all persons acting by, through, under, or in concert with them, past and present. In the event that Donee transfers the AEDs to a successor or other third party, the terms of this Agreement shall remain binding on Donee and shall be binding on said third party.

12. Severability. Donee agrees that this Agreement is intended to be as broad and inclusive as permitted by California law. If any provision of this Agreement shall be deemed or held to be invalid or unenforceable for any reason, such provision shall be adjusted, if possible, rather than voided, so as to achieve the intent of the Parties to the fullest extent possible. In any

event, such provision shall be severable from, and shall not be construed to have any effect on, the remaining provisions of this Agreement, which shall continue in full force and effect.

13. Notices. Any and all notices or communication required or permitted by this Agreement shall be made in writing and deemed delivered if (i) delivered personally, (ii) transmitted by electronic facsimile/email, provided an electronic receipt of delivery is received by the sender and a copy is also sent via mail as set forth in (iii), or (iii) mailed by registered or certified mail or express mail, postage prepaid, provided a copy is also sent via email, in each case to a party at its principal place of business listed in the signature line or at such other address as may be designated by the party from time to time.

14. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the matters contemplated herein and, notwithstanding anything contained herein to the contrary, can only be changed, modified, or amended by a written instrument executed by both Parties. It is mutually acknowledged and agreed by the Parties that there are no verbal agreements, representations, warranties or other understandings affecting the same and that Donee hereby waives, as a material part of the consideration hereof, all claims against the District for rescission, damages or any other form of relief by reason of any alleged covenant, warranty, representation, agreement or understanding not contained in this Agreement.

15. Waiver. No waiver by either party of any provision of this Agreement shall be deemed to have been made unless such waiver be in writing signed by the waiving party. The failure of either party to insist upon the strict performance of any of the covenants or conditions of this Agreement shall not be construed as waiving or relinquishing for the future any such covenants, conditions, or options, but the same shall continue and remain in full force and effect.

16. Governing Law and Jurisdiction. This agreement shall be governed by the laws of the State of California, and any disputes arising out of or in connection with this Agreement shall be under the exclusive jurisdiction of the Courts of the State of California. Any action to enforce or interpret this Agreement shall be brought exclusively in the state or federal courts of the County of Santa Barbara. Should any legal action be instituted by any of the Parties in any court of law or equity, or any arbitrator, pertaining to the enforcement, interpretation, or breach of any of the provisions of this Agreement, the party not prevailing in such dispute (as determined by the applicable judicial body), shall pay any and all costs and expenses incurred by the prevailing party in enforcing or establishing its rights hereunder in addition to any judgment or decree rendered therein, including, without limitation, expert witness fees, court costs, reasonable attorneys' fees, and fees and costs incurred in connection with any appeals.

17. Authority. The individuals signing below represent and warrant that they are duly authorized to enter into this Agreement and execute this Agreement on behalf of the District and Donee, respectively.

18. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one agreement. To facilitate execution of this Agreement, the Parties may execute and

exchange by electronic mail counterparts of the signature pages which electronic mail counterparts shall be binding as original signature pages.

19. No Partnership or Joint Venture. The District shall not, by virtue of this Agreement, in any way or for any purpose, be deemed to be a partner of Donee in the conduct of Donee's business or a member of a joint venture or joint enterprise with Donee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

Montecito Fire Protection District

(Name of Organization)

By: Brian Fallon, Fire Chief

By:

Date: _____

Date: _____

595 San Ysidro Road

Address

Montecito, CA 93108

Email:

Email: bfallon@montecitofire.com

Surplus Property

335.1 PURPOSE

To properly record and account for the sale, donation, or disposal of surplus District property.

335.2 POLICY

When District property wears out, becomes obsolete, or is no longer needed in operations it becomes surplus property.

All property, equipment, or apparatus valued at greater than \$500 must be declared surplus by the Board of Directors prior to disposal. Value shall be established by the Fire Chief or designee utilizing a fair market value comparison.

After being declared surplus by the Board of Directors at a public meeting, the Fire Chief or designee shall:

- (a) Advise the Accountant that the item is surplus and ensure it is removed from any inventory list.
- (b) Determine an appropriate sale, disposal, or donation process for the surplus item.
- (c) If surplus property is to be sold, reasonable effort should be taken to recover the property's fair market value.

Agenda Item #8

MONTECITO FIRE PROTECTION DISTRICT

Minutes for the Regular Meeting of the Board of Directors

Held at Montecito Fire Protection District, 595 San Ysidro Road, Santa Barbara, CA 93108 on June 26, 2026 at 2:00 p.m.

Director van Duinwyk called the meeting to order at 2:00 p.m.

Present: Director van Duinwyk, Director Easton, Director Lee, Director Pennino, Director Copus. Fire Chief Fallon and District Counsel Mark Manion were also present.

- 1. Public comment: Any person may address the Board at this time on any non-agenda matter that is within the subject matter jurisdiction of the Montecito Fire Protection District. (30 minutes total time allotted for this discussion.)**

There were no public comments at this meeting.

- 2. Consider recommendation to approve Resolution 2026-05, Adoption of the Preliminary Budget for FY 2026-27. (Strategic Plan Goal 8)**

Finance and Administrative Manager Nahas provided a staff report regarding Resolution 2026-05, Adoption of the Preliminary Budget for FY 2026-27. Motion to approve Resolution 2026-05, Adoption of the Preliminary Budget for FY 2026-27 made by Director Lee, seconded by Director Pennino. The roll call vote was as follows:

Ayes: J. Pennino, M. Lee, P. van Duinwyk, S. Easton, J. Copus

Nays: None

Abstain: None

Absent: None

- 3. Consider recommendation to approve Resolution 2026-06, Amending Final Budget for FY 2025-26. (Strategic Plan Goal 8)**

Finance and Administrative Manager Nahas provided a staff report and presented the Board with a list of budget amendments. Motion to approve Resolution 2026-06, Amending Final Budget for FY 2025-26, made by Director Copus, seconded by Director Lee. The roll call vote was as follows:

Ayes: J. Pennino, M. Lee, P. van Duinwyk, S. Easton, J. Copus

Nays: None

Abstain: None

Absent: None

4. Consider recommendation for approval of Resolution 2026-07, Establishing the Fire Station Location Planning Committee, Rescinding Resolution 2019-08. (Strategic Plan Goal 1)

Fire Chief Fallon presented the staff report regarding Resolution 2026-07, establishing the Fire Station Location Planning Committee. Motion to approve Resolution 2026-07, establishing the Fire Station Location Planning Committee, rescinding Resolution 2019-08 made by Director Easton, seconded by Director Lee. The roll call vote was as follows:

Ayes: J. Pennino, M. Lee, P. van Duinwyk, S. Easton, J. Copus

Nays: None

Abstain: None

Absent: None

5. That the Board of Directors authorizes the Fire Chief to enter into the License Agreement for the Upstaffing Location between Montecito Fire Protection District and Montecito Water District. (Strategic Plan Goal 1)

Fire Chief Fallon presented the staff report regarding the License Agreement for the Upstaffing Location between Montecito Fire Protection District and Montecito Water District. Director Pennino made a motion to authorize the Fire Chief to enter into a license agreement with Montecito Water District for the upstaffing location, seconded by Director Easton, and unanimously passed.

6. Approval of Minutes of the May 26, 2026 Regular Meeting.

Motion to approve the minutes of the May 26, 2026 Regular meeting made by Director Pennino, seconded by Director Lee, and the motion carried. Director Easton abstained from the vote.

7. Fire Chief's report.

Fire Chief Fallon recognized Firefighter/Paramedic Jared Gamm for receiving the Rotary Club of Montecito Employee of the Year Award on June 2nd.

The South Coast Community Fire Meeting took place on June 15 at Santa Barbara City College. The meeting was a collaborative effort with neighboring agencies.

Effective June 22nd, a continuously staffed firefighter/paramedic position will be implemented on Medic Engine 92 at Station 92.

Fire Chief Fallon reported that the Neighborhood Chipping Program for 2026 has been completed, resulting in over 300 tons of vegetation removed from the district.

Additionally, Fire Chief Fallon mentioned that the fee schedule and discussions for sprinkler plan checks are being prepared for the next meeting.

8. Board of Director's report.

There were no items to report at this meeting.

9. Suggestions from Directors for items other than regular agenda items to be included for the July 27, 2026, Regular Board meeting.

There were no items to report at this meeting.

Meeting Adjourned at 2:53 p.m.

President Easton

Secretary Lee

Agenda Item #9

MONTECITO FIRE PROTECTION DISTRICT

Minutes for the Special Meeting of the Board of Directors

Held at Montecito Fire Protection District, 595 San Ysidro Road, Santa Barbara, CA 93108 on July 13, 2026, at 3:00 p.m.

Director Easton called the meeting to order at 3:00 p.m.

Present: Director Easton, Director Pennino, Director Copus. Fire Chief Fallon and District Counsel Mark Manion were also present.

- 1. Public comment: Any person may address the Board at this time on any non-agenda matter that is within the subject matter jurisdiction of the Montecito Fire Protection District. (30 minutes total time allotted for this discussion.)**

There were no public comments at this meeting.

- 2. Accept resignation from Director van Duinwyk.**

The Board received the resignation of Director van Duinwyk effective July 13, 2026.

The Board acknowledged Director van Duinwyk and thanked him for his many years of service with the District.

- a. Discuss and determine whether or not to fill vacant Board seat. If so, provide direction to the Fire Chief regarding the appointment or election of a replacement Director.**

Fire Chief Fallon expressed his gratitude to Director van Duinwyk for his service and announced that the District plans to recognize him in the near future.

He then presented options for the timeline of the Board appointment process. The Board engaged in a discussion regarding these options for the appointment process.

Motion to approve the option presented by the Fire Chief to post the vacancy notice and conduct the appointment meeting as a Special Board meeting on August 3, 2026, made by Director Copus, seconded by Director Easton, with two aye votes and one nay. The motion did not carry.

Motion to approve the option presented by the Fire Chief to post the vacancy notice and conduct the appointment meeting at the Regular Board meeting on August 24, 2026, made by Director Pennino, seconded by Director Copus, and unanimously passed.

Meeting Adjourned at 4:15 p.m.

President Easton

Secretary Lee

Agenda Item #10

MONTECITO FIRE PROTECTION DISTRICT

Q2 OPERATIONS REPORT

Board of Directors Meeting

July 27, 2026



OPERATIONS REPORT

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RESPONSE DATA FOR Q2 OF 2026 - APRIL 1 - JUNE 31

RESPONSES BY CATEGORY

Fire	11
Rescue & EMS	293
Hazardous Condition	11
Good Intent Call	48
False Alarm	254

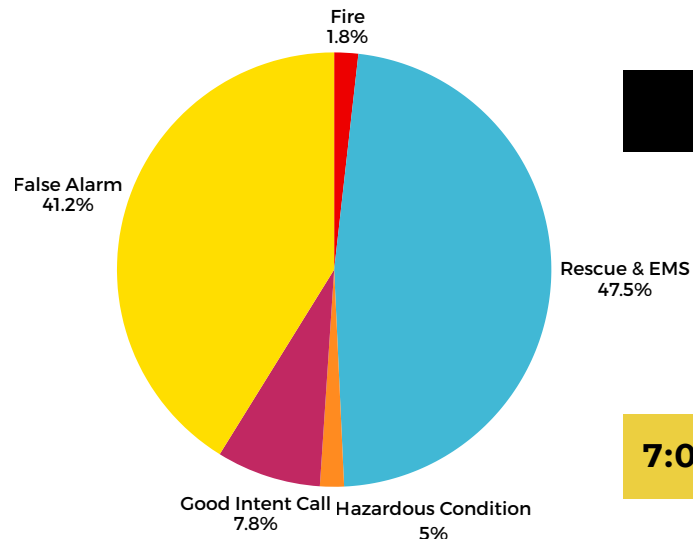
TOTAL CALLS FOR SERVICE

617

Board Policy: Total Response Time of 7:00 minutes, 90% of the time

Total Response Time = Call Processing + Turnout Time + Drive Time
(1:00) (2:00) (4:00)

RESPONSES BY PERCENTAGE



TOTAL EMERGENCY CALLS IN MTO DISTRICT = 214

Total Response Time over 7:00 = 30 Calls = 14%

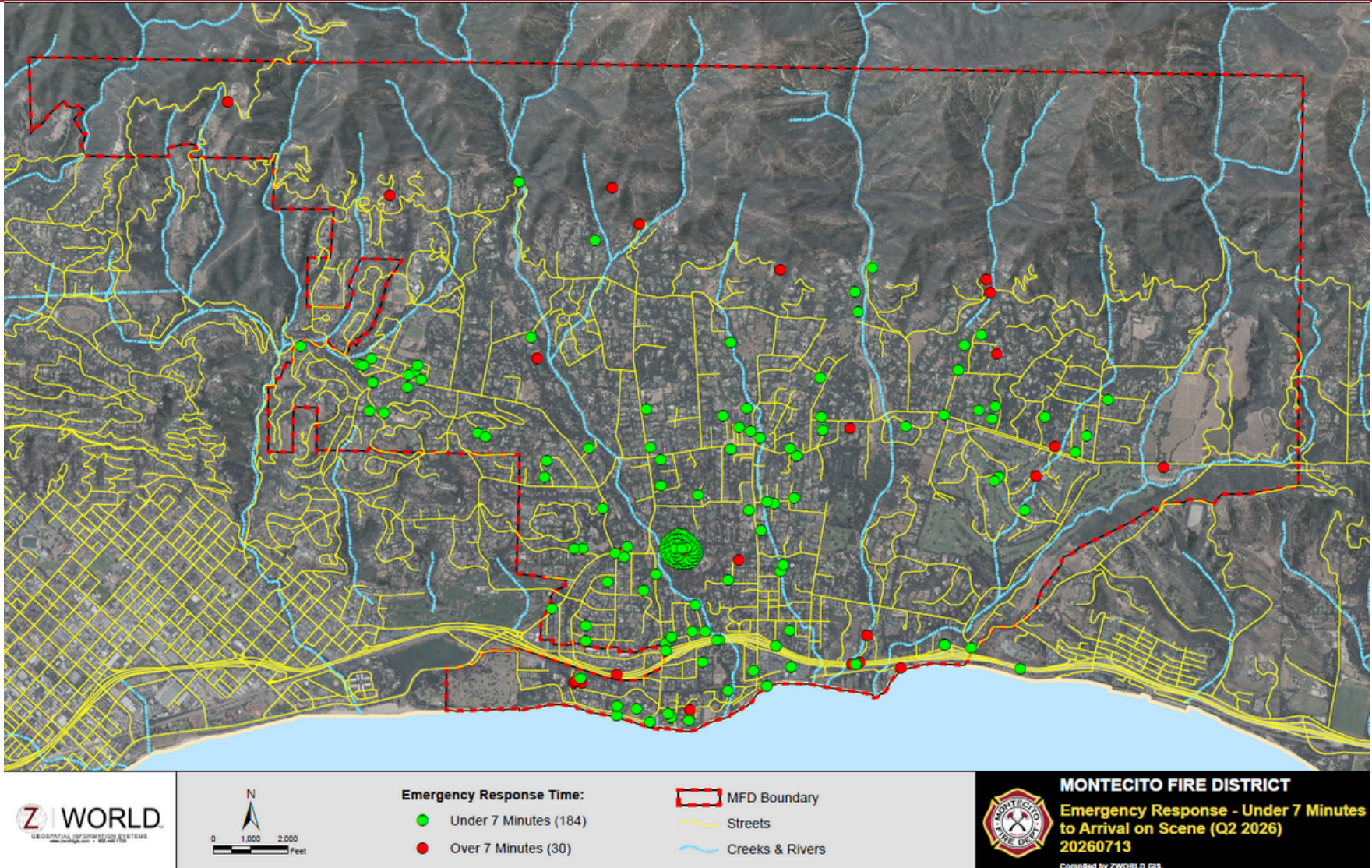
Total Response Time under 7:00 = 184 Calls = 86%

7:00 minutes or less, 86% of the time for Emergency Response in Q2

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7-MINUTE RESPONSE MAP



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SERVICE ENHANCEMENTS

FOUR-PERSON ADVANCED LIFE SUPPORT (ALS)

On June 26th, the Montecito Fire Protection District expanded Advanced Life Support (ALS) coverage by adding a continuously staffed firefighter paramedic position to Medic Engine 92 at Station 92 that serves the western portion of the district.



NEW VIDEO LARYNGOSCOPES

On June 30th, video laryngoscopes were added to the equipment for firefighter/paramedics. This advanced airway management device features a small camera and video screen, allowing for better visualization of the vocal cords during endotracheal intubation. By improving accuracy and efficiency, video laryngoscopes help ensure that patients receive oxygen and ventilation quickly and safely.



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NOTEWORTHY INCIDENTS

TRAIL RESCUES

April 3 - Cold Springs Trail

Montecito Fire responded to the Cold Springs Trail for an injured hiker at Tangerine Falls. Firefighters on Squad 91 hiked up with the crew from Santa Barbara City Engine 77 and provided initial medical care for the female hiker with a broken ankle. Ventura County Fire Copter 9 airlifted her to the hospital.

April 6 - Cold Springs Trail

A 22-year-old woman was bitten by a rattlesnake while hiking the Cold Springs Trail. Our paramedics notified Cottage Hospital of an incoming patient with a venomous snakebite. Firefighters on Squad 91 reached her on the Ridge Trail just as SBC ASU Copter 308 arrived and lowered a rescuer to hoist her out. She was airlifted and arrived at the hospital about an hour after she dialed 911.

April 12 - Buena Vista Trail

A 28-year-old woman was bitten by a rattlesnake while trail running. She was less than a mile up the trail when she was bitten on the ankle. Dispatchers advised her to use the whistle she was wearing to alert responders of her location. Firefighters and SAR team members located her and brought her to the trailhead using a stokes basket and wheel. She was taken to the hospital by ambulance.

APRIL 3 - COLD SPRINGS TRAIL



APRIL 6 - COLD SPRINGS TRAIL



APRIL 12 - BUENA VISTA TRAIL



NOTEWORTHY INCIDENTS

ABC “HEARTS OF HEROES” SPECIAL

On May 12 & 13, several of our personnel were interviewed for an ABC program, *Hearts of Heroes*, featuring our trail rescue operations and highlighting a successful trail rescue involving a rattlesnake bite victim back on April 12.

Battalion Chief Shaun Davis, Engineer Andy Rupp, Firefighter/Paramedic Trevor Oakley and Firefighter Evan Hamaker were interviewed for the piece, each sharing their role in the trail rescue and takeaways from the incident.

This media request allowed us an opportunity to educate a wider audience about trail safety, rattlesnake first aid and our technical rescue operations.

The episode’s air date has not yet been announced but the production team anticipates it will air this summer and will give our Public Information Officer advanced notice of its broadcast. It will air on ABC and later be available to watch on YouTube.



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NOTEWORTHY INCIDENTS

HIGHWAY 101 INCIDENTS

April 6 - Near San Ysidro Road

At 1:34 p.m., Montecito Fire responded to Highway 101 northbound near San Ysidro Road for a traffic collision.

Three vehicles collided just south of the San Ysidro Road off ramp.

One person suffered minor injuries by declined to be taken to the hospital for further treatment.

April 7 - Near Olive Mill Road

At 7:54 a.m., Montecito Fire responded to Highway 101 northbound near Olive Mill Road.

A large van overturned in the construction zone. The incident caused traffic delays north and southbound throughout the morning commute.

APRIL 6 - NEAR SAN YSIDRO ROAD



APRIL 7 - NEAR OLIVE MILL ROAD



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NOTEWORTHY INCIDENTS

TRAFFIC COLLISIONS

April 4 - East Valley Road

At 12:36 a.m., Montecito Fire responded to the 1500 block of East Valley Road near Periwinkle Lane for a traffic collision involving a single vehicle. The driver crashed into a power pole, causing damage to communications lines. The driver was not injured. Edison and Frontier were called to the scene to inspect and repair the damage. CHP also responded to investigate the crash.

April 8 - Hot Springs Road

At 8:21 a.m., Montecito Fire responded to the 200 block of Hot Springs Road near Sycamore Canyon Road for a traffic collision involving two vehicles. A small truck reportedly crashed into a sedan. No one was injured. CHP responded with us to conduct an investigation.

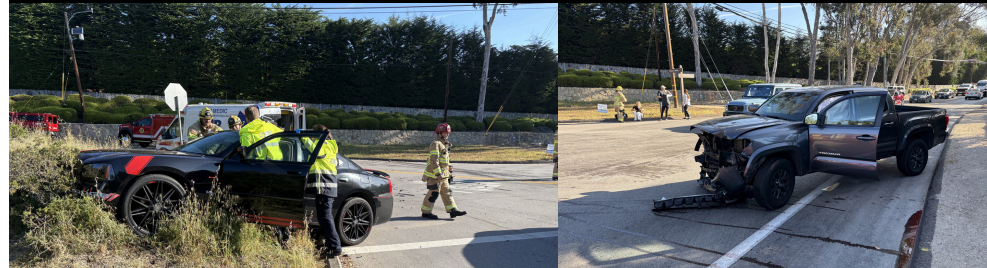
April 19 - Ashley Road

At 11:19 p.m. on April 19, Montecito Fire responded to the 700 block of Ashley Road for a reported traffic collision and fire. Firefighters found a vehicle had driven off of the road and crashed. No one was in the vehicle - it appears the occupant(s) took off on foot. The vehicle caught fire and flames spread to nearby vegetation. Crews quickly extinguished the fire. CHP also responded to the scene and handled the investigation into the crash.

APRIL 8 - EAST VALLEY ROAD



APRIL 8 - HOT SPRINGS ROAD



APRIL 19 - ASHLEY ROAD



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NOTEWORTHY INCIDENTS

STRUCTURE FIRE

April 20 - Hot Springs Road

At 9:33 p.m., Montecito Fire responded to the 600 block of Hot Springs Road for a report of a residential structure fire.

Firefighters found a small fire isolated to a closet on the exterior of the residence. Damage was contained to the closet area and firefighters quickly extinguished the fire.

The cause of the fire was deemed to be spontaneous combustion from oily rags.

One person was evaluated by paramedics for possible smoke inhalation but declined further medical treatment.



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MUTUAL AID

SANTA ROSA ISLAND FIRE - MAY 17, 2025



SANDY FIRE, SIMI VALLEY - MAY 18, 2025



TRAINING

RT 130 - WILDLAND FIRE SAFETY REFRESHER TRAINING

In April, all Montecito firefighters completed Wildland Fire Refresher Training (RT130).

The annual training includes a review of last year's fire season, projections for the upcoming fire year, analysis of fatality fires and physical testing to ensure firefighters are prepared for the rigors of wildland firefighting.

Crews put their skills into action, practicing progressive hose lays across steep, rugged terrain during a simulated wildfire drill at Hale Park.

Each shift also tested their physical endurance by hiking our local trails and deploying their practice fire shelters. The training provided an opportunity to inspect their wildland gear and ensure everything is ready before the next wildfire starts.



PERSONNEL UPDATES

CHIEF BRIAN FALLON SWORN IN

The Montecito Fire Protection District Board of Directors formally appointed Brian Fallon as Fire Chief on April 1, 2026, following Chief David Neels' retirement on March 31, 2026.

Chief Fallon was sworn in as Fire Chief during a special Board of Directors meeting. His wife, Amber, joined us to pin on his new badge.



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PERSONNEL UPDATES

YEARS OF SERVICE

In Q2, we honored multiple personnel for their dedicated years of service to Montecito Fire Department and our community. We appreciate all the loved ones who joined us to celebrate these professional milestones.



PERSONNEL UPDATES

ROTARY PUBLIC SERVICE AWARD

On June 2, Montecito Firefighter/Paramedic Jared Gamm received the 2026 Rotary Club of Montecito Public Service Award.

Nominated by his peers, Firefighter/Paramedic Gamm was recognized for his exceptional work ethic, personal integrity, and exemplary service to our community. We appreciate the Rotary Club for honoring Jared Gamm's service.



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COMMUNITY OUTREACH



MONTECITO ASSOCIATION SIP & SHOP - APRIL 30



MOTHERS' HELPERS DIAPER DRIVE - MAY 1-31



VITALANT COMMUNITY BLOOD DRIVE - MAY 6





Q2 OPERATIONS REPORT 2026

MONTECITO FIRE PROTECTION DISTRICT

