



TO: Mayor and Councilmembers

SUBMITTED BY: Luz “Nina” Buelna, Public Works Director

PREPARED BY: George Thomson, Parks and Open Space Manager

SUBJECT: Agreement with Santa Barbara County Fire Department for Hazardous Fuels Reduction at Ellwood Mesa

RECOMMENDATION:

Authorize the City Manager to approve an Agreement with Santa Barbara County Fire Department for Hazardous Fuels Reduction Services at Ellwood Mesa for a total not-to-exceed amount of \$1,006,332 expiring on June 30, 2027.

BACKGROUND:

On October 4, 2022, the City Council accepted a \$1,708,872 grant from the California Department of Forestry and Fire Protection (CAL FIRE) California Climate Investments Wildfire Prevention Grants Program for the Ellwood Mesa Neighborhoods Hazard Fuel Reduction Project (Project). The grant-funded work is focused on reducing dead and hazardous eucalyptus and woody vegetation on approximately 90 acres of eucalyptus forests and forest perimeter at Ellwood Mesa. The Project benefits over 3,400 residences adjacent to the City’s open space by reducing wildfire risk. The previous work on this Project has included technical studies and mapping, Coastal Development Permit application package, California Environmental Quality Act amendment package, biological monitoring of fuel reduction work performed by California Conservation Corps, monarch butterfly habitat impact assessments, hosting a FireWise Community meeting, preparing outreach materials, community consensus building, and permit reporting. The City has contracted Althouse, Meade, and Rincon Consulting Services to provide biological monitoring and monarch butterfly biologists to guide this work and support the overall team.

In the last 18 months, private contractors and City crews have completed approximately 20 acres of dense hazardous fuel removal. In addition to on-the-ground hazardous fuel removal, the grant funded a community fire safety education campaign in the Ellwood Mesa neighborhoods. City staff proposes entering into an agreement with the Santa Barbara County Fire Department (County Fire) to complete the remaining CAL FIRE grant-funded work in 2025.

DISCUSSION:

City staff proposes entering into an agreement with County Fire to reduce wildfire risk at Ellwood Mesa. County Fire has experienced hand crews and equipment operators that will assist the City with brush removal, creating defensible space, and processing large, dead trees to help reduce the spread of wildfire. The work proposed under this agreement is identified in the City’s adopted Community Wildfire Protection Plan (CWPP) and the Ellwood Mesa Monarch Habitat Management Plan (MBHMP). The eucalyptus groves and windrows, composed primarily of blue gum eucalyptus (*Eucalyptus globulus*), are fire-prone and present a threat to residential communities adjacent to the butterfly habitats. The Monarch Butterfly Aggregation Area Treatment Strategy section of the CWPP states that fuel treatments in areas near human developments are critical measures in the wildfire protection strategy for both residences and butterfly aggregations and habitats. Trees along grove edges provide wind and weather protection for butterfly aggregation sites. Therefore, it is important to maintain adequate tree density inside these edges. Larger trees are not the primary fuel of concern in the initial spread of wildfire; rather, the greater hazard and threat are understory vegetation, dead/downed trees, and fuels that can eventually spread to a canopy fire.

Scientists guiding the development of the MBHMP implementation have concluded the removal of dead, downed wood and dead standing trees benefits monarch butterfly habitat and forest health. Specifically, the accumulation of bark and dead wood on the ground and leaning on live trees creates a fire hazard to monarch habitats. Ignition from human sources can feed on ground debris and quickly escalate into a catastrophic fire event. This risk can be managed by reducing fuel load by removing dead branches, trunks, and highly flammable vegetation that can create fire ladders into the forest crown. When implemented, management prescriptions in the CWPP will help protect life, property, and natural resources, including monarch butterfly habitat.

County Fire crews and the Fire Marshal inspected the site and are ready to begin work. County Fire and the City’s Parks and Open Space Division are working to plan a large-scale effort to reduce wildfire risk at Ellwood Mesa in 2025. Biological monitors will help reduce impacts on wildlife, such as nesting birds.

If the agreement is approved and executed, County Fire crews will be ready to begin work this month. The City’s comprehensive outreach campaign at Ellwood Mesa includes onsite informational signage, direct mailers, community meetings, videos, and social media. Outreach will continue as the project increases activity throughout the Ellwood Mesa this year.

FISCAL IMPACTS:

There is no new fiscal impact associated with this item as the proposed County Fire agreement would be funded by the CalFire grant, as specified in Table 1 below. The remaining portion of the grant funds is being used to provide biological monitoring and monarch butterfly biologists during work efforts.

Table 1: Ellwood Mesa Neighborhoods Hazard Fuel Reduction Project Funding

Ellwood Mesa Neighborhoods Hazard Fuel Reduction Project, FY 24/25				
Fund	Account	FY 23/24 Expenditures	FY 24/25 Activity/ Encumbrances	Total Available Budget
CAL FIRE Grant	310-50-5400-51200	\$229,139	\$440,879	\$1,038,854

ALTERNATIVES:

City Council could not use the remaining \$1.038 million in grant funds from CAL FIRE to reduce the fire risk associated with dead vegetation and eucalyptus trees at Ellwood. The City needs other funding to implement a fire-reduction vegetation management program and other activities described in the Monarch Butterfly Habitat Management Plan. This would likely result in increased demands on the City’s general fund money and/or delays or limitations in implementing the MBHMP.

LEGAL REVIEW BY: Isaac Rosen, Acting City Attorney

APPROVED BY: Robert Nisbet, City Manager

ATTACHMENTS:

1. Agreement for Hazardous Fuels Reduction Services at Ellwood Mesa Between the City of Goleta and Santa Barbara County Fire Department

ATTACHMENT 1

Agreement for Hazardous Fuels Reduction Services at Ellwood Mesa Between the City
of Goleta and Santa Barbara County Fire Department

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

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

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

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

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

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

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

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

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

1. PROJECT WORK

A. Project Overview

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

B. Objectives

1. Fuel Reduction:

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

2. Defensible Space Enhancement:

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

3. Mechanical Treatments:

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

C. Tasks and Deliverables

1. Site Assessment and Planning:

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

2. Fuel Reduction Activities:

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

3. Mechanical Treatments:

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

4. Monitoring and Reporting:

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

2. COMPENSATION AND BILLING

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

B. Any work done by the County outside of the normal working hours of the County's staff will be charged an overtime rate.

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

3. RESPONSIBILITIES

A. Upon request, it shall be each parties' responsibility to share any information available on the timing of the project deliverables covered by this Agreement, including but not limited to:

- Mechanical treatments
- Reporting and Monitoring
- Site assessment and Planning
- Fuel Reduction Activities

4. MUTUAL INDEMNIFICATION AND INSURANCE

A. INDEMNIFICATION

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

B. INSURANCE

Each party shall maintain its own insurance coverage, through commercial insurance, self-insurance or a combination thereof, against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this Agreement.

5. MODIFICATION

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

6. TERMINATION

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

7. NOTICES

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

TO CITY: Robert Nisbet, City Manager
 City of Goleta
 130 Cremona Drive, Suite B
 Goleta, CA 93117

TO GRANTEE: Diane Sauer, Fiscal Manager
 Santa Barbara County Fire Department
 4410 Cathedral Oaks Road
 Santa Barbara, CA 93110
 (805) 681-5505
 dsauer@countyofsb.org

8. COUNTERPARTS AND FASCIMILE OR PDF SIGNATURES

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

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

CITY OF GOLETA

**COUNTY OF SANTA BARBARA
FIRE DEPARTMENT**

Robert Nisbet, City Manager


Mark Hartwig, Fire Chief

ATTEST

Deborah Lopez, City Clerk

APPROVED AS TO FORM:
ISAAC ROSEN, ACTING CITY ATTORNEY

RACHEL VAN MULLEM,
COUNTY COUNSEL

Signed by:


Winnie Cai, Assistant City Attorney

Rachel Van Mullem, County
Counsel

EXHIBIT A Schedule of Fees

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

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

Notes:

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

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