

BOARD OF DIRECTORS OF THE ORCUTT FIRE PROTECTION DISTRICT
AND
BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA BARBARA

A JOINT RESOLUTION OF THE BOARD OF DIRECTORS OF THE ORCUTT FIRE PROTECTION DISTRICT AND THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA BARBARA, INITIATING PROCEEDINGS FOR THE ANNEXATION OF THE TERRITORY OF THE ORCUTT FIRE PROTECTION DISTRICT TO THE SANTA BARBARA COUNTY FIRE PROTECTION DISTRICT AND DISSOLUTION OF THE ORCUTT FIRE PROTECTION DISTRICT

Orcutt Fire Protection District
Resolution No. 031108

County of Santa Barbara
Resolution No. 08-133

WHEREAS, the Orcutt Fire Protection District and the County of Santa Barbara have entered into the attached Memorandum of Understanding (Attachment A), which authorizes the Santa Barbara County Fire Department to provide fire/life safety protection and code enforcement in the Orcutt Fire Protection District; and

WHEREAS, the Orcutt Fire Protection District and the County of Santa Barbara desire to initiate a proceeding for the adjustment of boundaries to annex territory within the Orcutt Fire Protection District to the Santa Barbara County Fire Protection District;

NOW, THEREFORE, the Board of Directors of the Orcutt Fire Protection District and Board of Supervisors of the County of Santa Barbara do hereby jointly resolve and order as follows:

1. This proposal is made, and it is requested that proceedings be taken, pursuant to the Cortese/Knox/Hertzberg Local Government Reorganization Act of 2000, commencing with section 56000 of the California Government Code.
2. This proposal is a reorganization that consists of
 - A. Annexation to the Santa Barbara County Fire Protection District and

B. Dissolution of the Orcutt Fire Protection District.

3. The territory to be annexed consists to all territory within the Orcutt Fire Protection District as the boundaries of the District exist on April 21, 2008.

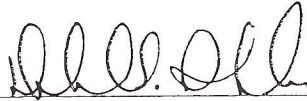
4. It is desired that the proposal be subject to the terms and conditions set forth in the attached Memorandum of Understanding (Attachment A).

5. The reasons for the proposal are elaborated upon in the attached Memorandum of Understanding (Attachment A).

6. The proposal is consistent with the Sphere of Influence of the annexing District.

ORCUTT FIRE PROTECTION DISTRICT

Passed and Adopted this 11th day of March 2008.



Chair of the Board of Directors,
Orcutt Fire Protection District

AYES: 3 NOES: ϕ

ABSENT: ϕ

Attest:

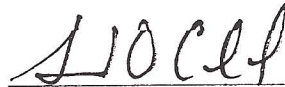


District Clerk

COUNTY OF SANTA BARBARA

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Barbara, State of California, this 15th day of April, 2008, by the following vote:

AYES: Supervisors Carbajal, Wolf, Firestone, Gray, Centeno
NOES: None
ABSENT: None
ABSTAIN: None



Salud Carbajal
Chair, Board of Supervisors
County of Santa Barbara

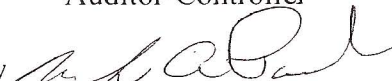
Attest:
Michael F. Brown
Clerk of the Board

By 
Deputy Clerk

Approved as to Form:
Daniel J. Wallace
County Counsel


Deputy County Counsel

Approved as to Form:
Robert W. Geis
Auditor-Controller

By 

ATTACHMENT A

MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is entered into between the County of Santa Barbara (hereafter referred to as COUNTY FIRE) and the ORCUTT FIRE Protection District (hereafter referred to as ORCUTT FIRE), regarding service in the form of staffing the ORCUTT FIRE station by COUNTY FIRE and annexing the fire district effective April 21, 2008.

RECITALS

- a. COUNTY FIRE and ORCUTT FIRE desire to establish a merger of fire districts which essentially dissolves the ORCUTT FIRE Protection District and annexes its boundary into COUNTY FIRE'S district. COUNTY FIRE will provide fire/life safety protection and fire code enforcement by staffing the ORCUTT FIRE Station (Station 21) with 24 hour a day personnel from COUNTY FIRE.
- b. COUNTY FIRE has expressed a willingness to provide fire/life safety protection and fire code enforcement in ORCUTT FIRE according to the provisions of this agreement. COUNTY FIRE utilizes the California Fire Code as adopted in the Santa Barbara County Code, Chapter 15. COUNTY FIRE will endeavor to accept previous code interpretations made by ORCUTT Fire District personnel prior to this agreement. Both ORCUTT FIRE and COUNTY FIRE have expressed a desire to mutually apply for inclusion of ORCUTT FIRE to be annexed into the Santa Barbara County Fire Protection District (hereafter referred to as DISTRICT) through LAFCO. This annexation will not raise taxes.
- c. Currently, the ORCUTT FIRE District is protected by volunteers who are both scheduled and called out during emergencies. The increased 24-hour a day staffing will enhance emergency service to the greater ORCUTT FIRE area for the benefit of the ORCUTT FIRE community and surrounding unincorporated area.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed by the parties as follows:

1. DESIGNATED REPRESENTATIVES The Fire Chief of ORCUTT FIRE and the COUNTY FIRE Chief are the designated representatives that will administer this MOU.
2. COUNTY FIRE will guarantee coverage acceptable to the Orcutt Fire Chief during the COUNTY FIRE training academy attended by ORCUTT firefighters.
3. COUNTY FIRE agrees that it is a high priority within the ORCUTT FIRE area to refill this fire station with firefighters when the fire company is engaged at extended incidents.
4. COUNTY FIRE will serve as the ORCUTT FIRE department by providing fire/life safety protection and fire code enforcement. Staffing will consist of 3 post-positions. (The post positions are constant staffing positions consisting of a Captain, an Engineer and a Firefighter on duty 24 hours a day, 7 days a week, regardless of vacations, illness, holidays, etc.) It is the intention of COUNTY FIRE to staff the Firefighter position with a paramedic Firefighter before the end of 2008. (This delay is due to certifications and training requirements.) COUNTY FIRE will begin staffing the Orcutt fire station on April 21, 2008.
5. COUNTY FIRE will direct, administer, manage, and insure the mandatory training of the firefighters, and will be responsive to requests from the citizens in areas of service, citizen needs, and customer service. COUNTY FIRE will strive to maintain the history and pride of ORCUTT FIRE by maintaining plaques, traditions and will work with ORCUTT FIRE'S fire representatives to support these ideals. Specifically, COUNTY FIRE will honor and maintain a memorial plaque remembering Chief Ron Bennett.
6. The signage of the fire station will be "Orcutt Fire Station", and other traditional Santa Barbara County Fire Department signage will be included.
7. All historical documents, photographs, letters, etc. which document the proud history of the Orcutt Fire Department will be given to the Orcutt Museum.
8. ORCUTT and its respective, elected, and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively "INDEMNITEES") shall have no liability to COUNTY FIRE or any other person for and COUNTY FIRE shall indemnify, defend, protect and hold harmless INDEMNITEES from and against, any and all liabilities, claims, actions, causes of actions, proceedings, suits, damages, judgments, liens, levies, costs from expenses, including reasonable

attorney's fees and disbursements, which INDEMNITEES may suffer, incur, or to which INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s); damage to property, loss of use of property, economic loss or otherwise occurring as a result of COUNTY FIRE'S negligent performance of or failure to perform any service under this Agreement.

9. The annexation of the boundary of ORCUTT FIRE's fire district includes the ownership transfer of the following assets and liabilities from ORCUTT FIRE to COUNTY FIRE: the fire station located at 335 Union Ave., Orcutt, CA 93455; the apparatus (described in Exhibit A), the equipment including a headquarters inventory (described in Exhibit B), and financial assets and liabilities and equity. (Described in Exhibit C). On April 21, 2008, County fire will begin staffing Orcutt Fire Station and commence providing fire/life safety protection and fire code enforcement within the boundaries of the Orcutt Fire District. For one dollar, County Fire shall lease the Orcutt Fire Station and have full use of the apparatus (described in Exhibit A) and the equipment (described in Exhibit B), for the period of April 21, 2008 until the completion of the LAFCO process of annexing the Orcutt Fire District into the Santa Barbara County Fire Protection District. Additionally, during the period of April 21, 2008 to the completion of the LAFCO process, COUNTY FIRE shall receive 100% of ORCUTT FIRE district revenue, which is estimated at \$163,000 per year, and shall be responsible for making the existing monthly loan payments on the apparatus (described in Exhibit A). Upon the conclusion of the LAFCO process, ORCUTT FIRE shall transfer to COUNTY FIRE, ownership title to Orcutt fire Station 21, and to the apparatus and equipment (described in Exhibits A and B). Also, upon conclusion of the LAFCO process, the financial assets and liabilities and equity (described in Exhibit C) shall transfer to COUNTY FIRE.
10. All COUNTY FIRE routine background checks, physical fitness exams, psychological screening, and training requirements will apply to the following Orcutt firefighters entering the COUNTY FIRE Training Academy.
11. Brett Pickett, the current fire chief, will be employed by COUNTY FIRE as a firefighter trainee. He will be credited with 4.5 years seniority for the purposes of lay-off calculation and vacation benefits in accordance with Section 15 of the Santa Barbara Firefighters Local 2046 MOU. Brett Pickett's transfer

- to COUNTY FIRE will be effective April 21, 2008. Upon graduation of the training academy, he will be upgraded to a firefighter step "D" and serve a one year probation.
12. Michael Moore will be employed by COUNTY FIRE as a firefighter trainee, effective April 21, 2008. He will be credited with 1.75 years' seniority for the purposes of lay-off calculation and vacation benefits in accordance with Section 15 of the Santa Barbara Firefighters Local 2046 MOU. Upon graduation of the training academy, he will be upgraded to a firefighter step "C" and serve a one year probation.
13. Bjorn Hansen will be employed by COUNTY FIRE as a firefighter trainee, effective April 21, 2008. He will be credited with 1.375 years' seniority for the purposes of lay-off calculation and vacation benefits in accordance with Section 15 of the Santa Barbara Firefighters Local 2046 MOU. Upon graduation of the training academy, he will be upgraded to a firefighter/paramedic step "B" and serve a one year probation.
14. Matthew Stoddard will be employed by COUNTY FIRE as a firefighter trainee, effective April 21, 2008. He will be credited with 1.25 years' seniority for the purposes of lay-off calculation and vacation benefits in accordance with Section 15 of the Santa Barbara Firefighters Local 2046 MOU. Upon graduation of the training academy, he will be upgraded to a firefighter step "A" and serve a one year probation.
15. COUNTY FIRE will interview remaining ORCUTT firefighters to participate in the reserve program whereby these individuals will be extra help workers. They would be paid at the standard firefighter reserve rate of \$8.25 per hour. They would make themselves available primarily on weekend evenings to ride as 4th person to assist the fire company. These persons would be under the supervision of the captain. As reserves they shall not obtain any rights to retirement, health care, or any other benefits which may otherwise accrue to COUNTY FIRE employees.
16. Notice under this Agreement shall be sent to the following:

SANTA BARBARA COUNTY FIRE

County Fire Chief

4410 Cathedral Oaks Road

Santa Barbara, CA 93110-1042

ORCUTT FIRE Chief

PO Box 2525

Orcutt, CA 93457

17. ORCUTT FIRE and COUNTY FIRE will jointly apply to LAFCO for the purpose of annexing ORCUTT FIRE into the District. Once the annexation is complete, 100% of the existing property tax apportioned from ORCUTT FIRE will be applied toward the cost of providing service by COUNTY FIRE.
18. The person or persons executing this Agreement on behalf of COUNTY FIRE and ORCUTT FIRE represent and warrant that he/she/they has/have the authority to execute this Agreement and to bind that party to the performance of its obligations.

Agreement between COUNTY FIRE and ORCUTT FIRE

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on

April 21, 2008

COUNTY OF SANTA BARBARA
SALUD CARBAJAL
CHAIR, BOARD OF SUPERVISORS

ORCUTT FIRE DISTRICT
CHAIR OF BOARD OF DIRECTORS

By  Dated


By  Dated 3-11-08

ATTEST:

BRETT PICKETT
ORCUTT FIRE CHIEF

MICHAEL F. BROWN
CLERK OF THE BOARD

By  Dated

 Dated 3-11-08

Deputy Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

DANIEL J. WALLACE

RAY AROMATORIO

COUNTY COUNSEL

RISK MANAGEMENT

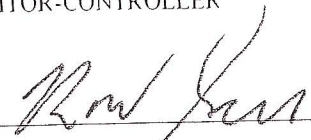
By  Dated

By  Dated 3/21/08

APPROVED AS TO ACCOUNTING FORM:

ROBERT W. GEIS, C. P.A.

AUDITOR-CONTROLLER

By  Dated