



**City of Carpinteria
City Council Agenda
Monday, February 23, 2026
Council Chamber, 5775 Carpinteria Avenue,
Carpinteria, CA 93013**

**5:30 PM Regular Meeting
In-Person and Virtual Participation Options**

Attendance/Viewing Options:

- Attend the in-person meeting in City Council Chambers at City Hall (5775 Carpinteria Ave.)
- View the meeting live through the City's website (<https://carpinteriaca.gov/city-hall/agendas-meetings/>).
- View the meeting on Government Access Television Channel 21 (broadcast live and rebroadcast on the Wednesday and the Saturday following the meeting at 8:00 p.m. and 5:00 p.m., respectively).
- Call 669-900-9128 (and enter Webinar ID 889 0390 2262) to listen to the meeting.
- [Join the City's Zoom webinar by clicking here.](#) Alternatively, you can join the Zoom webinar by logging on to www.zoom.us, downloading the application, selecting "Join Meeting", and entering Webinar ID 889 0390 2262.
- Spanish interpretation will be available at the in-person meeting and through the City's Zoom webinar.

How to Provide Public Comments

- Provide a live public comment in City Council Chambers at City Hall (5775 Carpinteria Ave.).
- Provide a live comment through the City's Zoom webinar platform (through the link provided above). To make public comments through this platform please use the "raise your hand" feature to notify staff that you would like to make a public comment during designated public comment times. Once it is your turn to provide a public comment, staff will unmute your microphone and you will be given a designated amount of time to provide your comment. At the end of your comment, staff will once again mute your microphone.
- Submit a written comment (as either a general public comment or on a specific agenda item) to be distributed to City Council by 12:00 P.M. on the day of the meeting by either submitting your comment via (1) email to PublicComment@carpinteriaca.gov, or (2) follow this link (<https://carpinteriaca.gov/city-hall/agendas-meetings>), select the meeting you want to provide a comment on, and click the Submit Comments button located on the left hand side of the agenda portal. Please reference the agenda item to which your comment pertains. Although written comments become part of the record, they will not be read aloud at the meeting.

Please note that the City will make every effort to make the meeting accessible virtually; however, if one of the above virtual attendance/viewing or public comment options is unavailable due to technological issues, you are invited to take advantage of one of the other participation options outlined above (including attending and providing public comment in-person in the City Council Chambers). Additional options may be made available at the meeting.

Call to Order

Roll Call

Pledge of Allegiance

Councilmember(s) Request for Remote Participation Under AB 2449

The City Council may consider Councilmember(s) request to participate in the meeting remotely under the regulations of AB 2449 by making the necessary findings and voting on whether the Councilmember(s) may participate remotely.

Agenda Modifications

The City Council may modify the regular agenda by tabling items, adding urgency items to the agenda, or changing the order in which items are considered. Changes to the Consent Calendar are considered at the time the Consent Calendar is considered.

Introductions, Proclamations and Presentations

1. A Proclamation Designating the Month of March 2026 as Women's History Month in the City of Carpinteria. *(Requires taking public comment and approval of the proclamation prior to the City Council reading and presenting the proclamation.)*
2. Resolution No. 6436, in support of long-distance living heritage trails and commemorating the 250th Anniversary of the Juan Bautista de Anza Expedition Encampment near Carpinteria on February 24, 1776. *(Requires taking public comment and adoption of resolution prior to the City Council reading and presenting the resolution.)*
3. A Proclamation Designating Sunday, March 8, 2026 as California Arbor Day in the City of Carpinteria. *(Requires taking public comment and approval of the proclamation prior to the City Council reading and presenting the proclamation.)*
4. Introduction of Kelley Dyer, Carpinteria Valley Water District General Manager.
5. Presentation by the U.S. Small Business Administration on the Economic Injury Disaster Loan Program, as a result of the December storms occurring December 16-26, 2025 in Santa Barbara County.

Public Information Reports and Announcements

This may include updates on law enforcement activity within the City from a Sheriff's Office representative or a report from a representative of the First District Supervisor's Office.

6. First District Supervisor Report

City Manager's Report

The City Manager will report to the City Council regarding various City and/or community events and/or matters of interest. There will be no City Council discussion except to ask questions or refer matters to staff; and no action will be taken unless listed on a subsequent agenda or as otherwise specified below.

7. City Manager's Report

Public Comment on Matters Not on the Agenda

This is a time for public comments on matters not otherwise on the agenda but within the subject matter jurisdiction of the City Council. The Mayor may establish reasonable regulations for public comment based on the time available and/or the number of persons waiting to speak. Typically, the City Council's practice has been to limit each speaker to three minutes. The audiovisual system in the Council Chamber is not available for speaker use during the general Public Comment period.

The City and the City Council are not responsible for the content of statements made during the public comment period, or the factual accuracy of any such statements.

Consent Calendar

Items on the consent calendar are considered to be routine and are normally enacted by one unanimous vote of the City Council. If you wish to speak on a consent calendar item, please do so during the public comment period provided at the beginning of this item.

8. Approve the minutes of the meeting held February 9, 2026.
9. Receive and file the Warrant Register for the period of February 2, 2026 through February 13, 2026, pursuant to Carpinteria Municipal Code Section 2.08.150(F).
10. Receive and file the Report of Contracts Executed by the City Manager for the Period of January 6, 2026 through February 2, 2026.
11. Receive and file the Monthly City Treasurer's Report on Compliance with Statement of Safekeeping and Investment of Public Funds for January 2026.
12. Approve and authorize the Mayor to execute the Library Agreement between the County of Santa Barbara and the City of Carpinteria.

Administrative Matters

13. Agreement with Big Green Cleaning Company for Janitorial Services
Recommendation: (1) Authorize the City Manager to execute an Agreement with Big Green Cleaning Company for janitorial services in an amount not-to-exceed \$500,592.36 and (2) appropriate \$15,672 to the Fiscal Year 2025/26 Budget. *(Requires a roll call vote.)*

Public Hearing

14. Adopt Resolution No. 6435, Approving the Measure A Five-Year Local Program of Projects for Fiscal Years 2026/27 through 2030/31.

Recommendation: (1) Adopt Resolution No. 6435, approving the Measure A Five-Year Local Program of Projects for Fiscal Years 2026/27 through 2030/31 and (2) Authorize the Public Works Director to submit the Measure A Five-Year Local Program of Projects to the Santa Barbara County Association of Governments.

Consideration of Any Items Removed from Consent Calendar and/or Other Agenda Items Requested to Be Advanced

Matters Continued from Previous Meetings: None

Other Business

15. Selection of the 2025 City of Carpinteria Volunteer of the Year.

Recommendation: (1) Direct City staff to submit the Volunteer of the Year recipient to the Carpinteria Community Association's Community Awards and (2) direct staff to prepare a Resolution for the Volunteer of the Year awardee to be adopted at a future City Council meeting.

16. Professional Services Agreement with Atlas Planning Solutions to complete the Emergency Operations Plan and Five-Year Emergency Preparedness Work Plan for the City of Carpinteria.

Recommendation: Authorize the City Manager to execute a professional services agreement with Atlas Planning Solutions in an amount not-to-exceed \$105,200 to complete the Emergency Operations Plan and Five-Year Emergency Preparedness Workplan.
(Requires a roll call vote.)

Legislative Update

The City Council will discuss local, state and/or federal legislation under consideration and decide whether to direct staff to place a matter(s) on a future City Council agenda for consideration.

17. Legislative Update

Committee Reports, Inquiries and Other Matters Presented by Councilmembers

Informational reports from Councilmember representatives on committees, commissions and organizations. This is also an opportunity for Councilmembers to request information from staff or seek support from fellow Councilmembers for future agenda items.

Attendance of Councilmembers for Future Meetings

Adjournment

In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, please contact the City Clerk's Office at 684-5405, extension 403 or the California Relay Service at (866) 735-2929. Notification 2 business days prior to the meeting will enable the City to make reasonable arrangements for accessibility to this meeting.

Materials related to an agenda item submitted to the City Council after distribution of the agenda packet are available for public review at the City Clerk's Office, located at 5775 Carpinteria Avenue, Carpinteria, CA 93013 or by going to the City's website at <https://carpinteriaca.gov/city-hall/agendas-meeting>.

Resources for the Public:

Code of Conduct: https://carpinteriaca.gov/wp-content/uploads/2025/03/Code-of-Conduct_FINAL.pdf%22

Levine Act Warning

Applicants and their agents before the City Council are subject to the campaign disclosure provisions detailed in Government Code Section 84308. No City Council member may accept, solicit, or direct a contribution of more than \$500 from any party for 12 months following the date a final decision is rendered by the City. No City Council Member may accept, solicit, or direct any contribution from an agent of the party during the same time frame. This prohibition commences when an item involving the entitlement has been placed on the City Council's agenda for a public meeting, when the City Council Member knows the action is within the City Council's jurisdiction, and it is reasonably foreseeable that it will come before the City Council as a decisionmaker, or when the proceeding is before the City Council for its decision. A party to a City proceeding—which includes both applicants and agents—shall disclose on the record of the proceeding any contribution of more than \$500 made to any City Council Member by the applicant, or any donations made by the agent, during the preceding 12 months. No party to a City proceeding, or agent, shall make a contribution to a City Council Member during the proceeding and for 12 months following the date a final decision is rendered by the City. Prior to rendering a decision on a City proceeding, any City Council Member who received contribution of more than \$500 within the preceding 12 months from any party, or who received any donations from an agent, to a proceeding shall disclose that fact on the record of the proceeding, and shall be disqualified from participating in the proceeding. However, if any City Council Member receives a contribution that otherwise would require disqualification, and returns the contribution within 30 days of knowing about the contribution and the relevant proceeding, the City Council Member shall be permitted to participate in the proceeding. If you believe that these provisions apply to you or a City Council Member, please inform the City Clerk at the earliest possible opportunity. Failure to do so may affect the City's ability to process your application.

This agenda was posted on February 20, 2026 in the City Clerk's Office, on the City Hall Public Notices Board, and on the Internet.



**A PROCLAMATION OF THE CITY COUNCIL OF
THE CITY OF CARPINTERIA DESIGNATING THE
MONTH OF MARCH 2026 AS WOMEN'S HISTORY
MONTH IN THE CITY OF CARPINTERIA**

WHEREAS, March is nationally recognized as Women's History Month; and

WHEREAS, the national theme for Women's History Month 2026 is "Leading the Change: Women Shaping a Sustainable Future." This theme honors the women who have and are reimagining and rebuilding systems to ensure long-term sustainability in creating a future that is rooted in equity, justice, and opportunity for all and addresses today's most urgent challenges and laying the foundation for a more resilient and inclusive tomorrow; and

WHEREAS, we recognize March 8th as International Women's Day, a global day celebrating the social, economic, cultural and political achievements of women; and

WHEREAS, women of every race, class, and ethnic background have made historic contributions to our Nation and community in countless recorded and unrecorded ways; and

WHEREAS, women have played and continue to play critical economic, cultural, and social roles in every sphere of life by constituting a significant portion of the labor force working inside and outside of the home; and

WHEREAS, women have also played a unique role throughout history by providing the majority of the volunteer labor force of the city; and

WHEREAS, women were particularly important in the establishment of early charitable, philanthropic, and cultural institutions in our cities; and

WHEREAS, women of every race, class, and ethnic background served as early leaders in the forefront of every major progressive social change movement; and

WHEREAS, women have served our country courageously in the military; and

WHEREAS, women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist, emancipation, labor, civil rights, and other movements, including the #MeToo and Equal Rights Amendment efforts; and

WHEREAS, despite these contributions, the role of women in history has often been overlooked and undervalued.

NOW, THEREFORE, the City Council of the City of Carpinteria does hereby recognize and honor **WOMEN'S HISTORY MONTH 2026**, embracing the theme "Leading the Change: Women Shaping a Sustainable Future" and acknowledging that women are at the forefront of driving holistic change.

IN WITNESS WHEREOF, the Mayor hereunto set their hand and caused the official seal of the City of Carpinteria, California to be affixed this 23rd day of February, 2026.

ATTEST:

Brian C. Barrett, MMC, CPMC
City Clerk



Natalia Alarcon, Mayor
City of Carpinteria



RESOLUTION NO. 6436

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF CARPINTERIA IN SUPPORT OF
LONG-DISTANCE LIVING HERITAGE TRAILS AND
COMMEMORATING THE 250TH ANNIVERSARY OF
THE JUAN BAUTISTA DE ANZA EXPEDITION
ENCAMPMENT NEAR CARPINTERIA ON
FEBRUARY 24, 1776**

WHEREAS, the City of Carpinteria's unique geography—situated between the Pacific Ocean and the coastal mountain range—has for thousands of years served as a place of travel, gathering, and sustenance, forming part of an interconnected network of routes shaped by Indigenous peoples long before European arrival; and

WHEREAS, historic travel routes through Carpinteria are more than physical pathways through the landscape; they are living heritage corridors that connect past and present and provide opportunities to preserve cultural memory, promote respectful and sustainable recreation, and strengthen community understanding and belonging; and

WHEREAS, the Carpinteria City Council's Strategic Plan establishes goals to enhance existing and explore new recreational, educational, and community engagement opportunities that support a connected, inclusive, and vibrant community rooted in shared understanding of place; and

WHEREAS, on February 24, 1776, Juan Bautista de Anza led an expedition of approximately 240 men, women, and children northward toward the San Francisco Bay Area and camped near present-day Rincon Point at a site known to the expedition as La Rinconada, in proximity to the established Chumash village of Mishopshnow, within an area the expedition referred to as La Carpinteria; and

WHEREAS, expedition diarist Father Pedro Font recorded descriptions of the coastal landscape, marine life, and encounters with the Chumash people, whose craftsmanship, maritime knowledge, and social organization reflected a deeply rooted and thriving culture; and

WHEREAS, a network of trails within the City of Carpinteria coincides with the Juan Bautista de Anza National Historic Trail, as designated by the National Park Service, linking the City to a broader regional and national framework of historic and cultural interpretation; and

WHEREAS, the 250th anniversary of the Anza Expedition's encampment in the Carpinteria area presents an opportunity to acknowledge the region's layered histories—including Spanish, Mexican, and American periods—while also recognizing the profound and enduring impacts of colonial expansion on Indigenous communities and affirming the importance of inclusive, accurate, and community-informed storytelling.

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1. The above recitals are true and correct, and incorporated herein by reference.

SECTION 2. The Carpinteria City Council hereby affirms its commitment to public education, historic preservation, respectful recognition of Indigenous histories, and inclusive community engagement through its support of long-distance living heritage trails that pass through the City.

SECTION 3. The City Council recognizes February 24, 1776, as a significant moment in the region's history and encourages educational, interpretive, and collaborative efforts—such as the Explore Carpinteria initiative—that elevate awareness of Carpinteria's natural, cultural, and historic heritage in partnership with Indigenous communities and for the benefit of present and future generations.

PASSED, APPROVED AND ADOPTED on this 23rd day of February, 2026.

IN WITNESS WHEREOF, the Mayor hereunto set their hand and caused the official seal of the City of Carpinteria, California to be affixed this 23rd day of February, 2026.

ATTEST:

Brian C. Barrett, MMC, CPMC
City Clerk



Natalia Alarcon, Mayor
City of Carpinteria

PROCLAMATION

**A PROCLAMATION OF THE CARPINTERIA CITY COUNCIL
DESIGNATING SUNDAY, MARCH 8, 2026 AS
CALIFORNIA ARBOR DAY
IN THE CITY OF CARPINTERIA**

WHEREAS, in 1872, the first Arbor Day was observed in Nebraska as a special day set aside for the planting of trees and to recognize the importance of trees in our daily lives; and

WHEREAS, Saturday, March 7 through Saturday, March 14, 2026 have been designated as California Arbor Week; and

WHEREAS, Friday, April 24, 2026 has been designated as National Arbor Day; and

WHEREAS, the City of Carpinteria recognizes the importance of trees in our daily lives as a source of beauty and comfort in the community by improving neighborhood appearance, creating a better living environment, affecting the weather by providing shade, heat reflection and wind protection, and improving air quality and contributing to energy conservation; and

WHEREAS, the City of Carpinteria has established numerous policies and regulations concerning the protection of trees, including, but not limited to, Carpinteria Municipal Code 12.28.080, which establishes the Tree Advisory Board to act in an advisory capacity to the City Council, City Manager and City staff in the administration of the various provisions concerning street trees.

NOW, THEREFORE, the City Council of the City of Carpinteria does hereby designate Sunday, March 8, 2026 as California Arbor Day in the City of Carpinteria and urges all citizens to recognize the importance of trees.

IN WITNESS THEREOF, I have hereunto set my hand and caused the official seal of the City of Carpinteria, California, to be affixed this 23rd day of February, 2026.

ATTEST:

Natalia Alarcon, Mayor
City of Carpinteria

Brian C. Barrett, MMC, CPMC
City Clerk, City of Carpinteria





City of Carpinteria

COUNCIL AGENDA STAFF REPORT

ITEM FOR COUNCIL CONSIDERATION

Presentation by the U.S. Small Business Administration on the Economic Injury Disaster Loan Program, as a result of the December storms occurring December 16-26, 2025 in Santa Barbara County.

STAFF RECOMMENDATION

Receive and file the presentation by the U.S. Small Business Administration on the Economic Injury Disaster Loan Program, as a result of the December storms in Santa Barbara County.

Sample Motion: I move to receive and file the presentation.

DISCUSSION

The City Council will receive a verbal presentation by the U.S. Small Business Association regarding the following:

- About the U.S. Small Business Association
- Programs available to Carpinteria small businesses, small agricultural cooperatives, nurseries and private nonprofit organizations that were impacted by financial losses as a result of the December storms occurring from December 16 through December 26, 2026.

FINANCIAL CONSIDERATIONS

There are no financial considerations presented.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

There are no legal nor risk management considerations presented.

OPTIONS

1. Receive and file the presentation (staff recommendation).

2. Provide direction to staff.

PRINCIPAL PARTIES EXPECTED AT MEETING

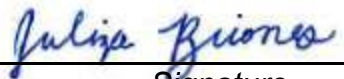
Maurice L. Fisher, Public Affairs Specialist- Field Operations Center West, Office of Disaster Recovery and Resilience, U.S. Small Business Association

Yvette Cruz, Public Affairs Specialist- Field Operations Center West, Office of Disaster Recovery and Resilience, U.S. Small Business Association

ATTACHMENTS

Attachment A: EIDL Fact Sheet- English
Attachment B: EIDL Fact Sheet- Spanish
Attachment C: EIDL General Flyer
Attachment D: EIDL Press Release- English
Attachment E: EIDL Press Release- Spanish

Staff Contact: Juliza Briones, Program Manager
(805) 755-4401; julizab@carpinteriaca.gov



Signature

Reviewed by: Ryan Kintz, Assistant City Manager
(805) 755-4400; ryank@carpinteriaca.gov



Signature

Reviewed by: Michael Ramirez, City Manager
(805) 755-4450, michaelr@carpinteriaca.gov



Signature

**Attachment A:
EIDL Fact Sheet- English**



U.S. Small Business
Administration

U.S. SMALL BUSINESS ADMINISTRATION FACT SHEET – ECONOMIC INJURY DISASTER LOANS

CALIFORNIA Declaration #21435

(Disaster: CA-20041)

Incident: 2025 LATE DECEMBER STORMS

occurring: December 16, 2025 through December 26, 2025

in the California counties of: **Mono & Santa Barbara;**

the contiguous California counties of: **Alpine, Fresno, Inyo, Kern, Madera, San Luis Obispo, Tuolumne & Ventura;**

and the contiguous Nevada counties of: **Douglas, Esmeralda, Lyon & Mineral**

Application Filing Deadline: November 6, 2026

Disaster Loan Assistance Available:

Economic Injury Disaster Loans (EIDLs) – Working capital loans to help small businesses, small agricultural cooperatives, small businesses engaged in aquaculture, and most private, non-profit organizations of all sizes meet their ordinary and necessary financial obligations that cannot be met as a direct result of the disaster. These loans are intended to assist through the disaster recovery period.

Credit Requirements:

- Credit History – Applicants must have a credit history acceptable to SBA.
- Repayment – Applicants must show the ability to repay the loan.

Interest Rates:

The interest rate is determined by formulas set by law and is fixed for the life of the loan.

Economic Injury Loan Types	No Credit Available Elsewhere
Businesses & Small Agricultural Cooperatives	4.000%
Non-Profit Organizations	3.625%

Loan Terms:

The law authorizes loan terms up to a maximum of 30 years. SBA will determine an appropriate installment payment based on the financial condition of each borrower, which in turn will determine the loan term. Borrowers may be required to provide collateral.

Loan Amount Limit:

The law limits EIDLs to \$2,000,000 for alleviating economic injury caused by the disaster. The actual amount of each loan is limited to the economic injury determined by SBA, less business interruption insurance and other recoveries up to the administrative lending limit. SBA also considers potential contributions that are available from the business and/or its owner(s) or affiliates. If a business is a major source of employment, SBA has the authority to waive the \$2,000,000 statutory limit.

Loan Eligibility Restrictions:

Noncompliance – Applicants who have not complied with the terms of previous SBA loans may not be eligible. This includes borrowers who did not maintain required flood insurance and/or hazard insurance on previous SBA loans.

Note: Loan applicants should check with agencies / organizations administering any grant or other assistance program under this declaration to determine how an approval of SBA disaster loan might affect their eligibility.

Refinancing:

Economic injury disaster loans cannot be used to refinance long term debts.

Insurance Requirements:

To protect each borrower and the Agency, SBA may require you to obtain and maintain appropriate insurance. By law, borrowers whose damaged or collateral property is located in a special flood hazard area must purchase and maintain flood insurance. SBA requires that flood insurance coverage be the lesser of 1) the total of the disaster loan, 2) the insurable value of the property, or 3) the maximum insurance available.

Applications for disaster loans may be submitted online using the MySBA Loan Portal at <https://lending.sba.gov> or other locally announced locations. Please contact the SBA's Customer Service Center by email at disastercustomerservice@sba.gov or by phone at 1-800-659-2955 for further assistance. For people who are deaf, hard of hearing, or have a speech disability, please dial 7-1-1 to access telecommunications relay services.

Attachment B:
EIDL Fact Sheet- Spanish

U.S. Small Business
Administration

LA AGENCIA FEDERAL DE PEQUEÑOS NEGOCIOS

HOJA DE DATOS - PRÉSTAMOS PARA PÉRDIDAS ECONÓMICAS

CALIFORNIA Declaración #21435

(Desastre: CA-20041)

Incidente: TORMENTAS A FINALES DE DICIEMBRE DE 2025

ocurriendo: el 16 de diciembre de 2025 hasta 26 de diciembre de 2025en los condados de **Mono y Santa Barbara**, en el estado de **California**;los condados contiguos de **Alpine, Fresno, Inyo, Kern, Madera, San Luis Obispo, Tuolumne y Ventura**,
en el estado de **California**;y los condados contiguos de **Douglas, Esmeralda, Lyon y Mineral**, en el estado de **Nevada**Fechas Límites Para Solicitar Préstamos: 6 de noviembre de 2026

Tipos de Prestamos para Desastre:

Préstamos de Desastre por Daños Económicos (EIDL, por sus siglas en inglés) – Son préstamos para capital circulante para pequeños negocios, cooperativas agrícolas, pequeños negocios involucrados en acuicultura y la mayoría de organizaciones privadas sin fines de lucro, de todos los tamaños. Son préstamos para cubrir las obligaciones ordinarias y financieras que no pueden cubiertas, debido al resultado directo del desastre. Estos préstamos están destinados para la asistencia durante el periodo de recuperación del desastre.

Requisitos de Crédito:

- Historial de Crédito – El solicitante deberá tener un historial de crédito aceptable a la SBA.
- Habilidad de Pago – El solicitante deberá demostrar su habilidad para pagar todos los préstamos.

Tasa de Interés:

La tasa de interés es determinada por fórmulas establecidas por la ley y son fijas durante el término del préstamo.

Tipos de Préstamos por Daños Económicos	Si usted no tiene otro crédito disponible
Negocios y Pequeñas Cooperativas Agrícolas	4.000%
Organizaciones sin Fines de Lucro	3.625%

Términos de Préstamo:

La ley autoriza términos de préstamo hasta un máximo de 30 años. SBA determinará un pago a plazos apropiado basado en la condición financiera de cada prestatario, lo que determinará el término de préstamo.

Límites de la Cantidad de Préstamo:

La ley limita EIDLs hasta \$2,000,000 para aliviar el daño económico causado por el desastre. La cantidad actual de cada préstamo es limitada por daño económico determinado por la SBA, menos el seguro de interrupción de negocios y otro tipo de indemnizaciones hasta el límite administrativo. SBA también considera contribuciones potenciales que están disponibles para el negocio y / o de su propietario(s) o afiliados. Si el negocio es una fuente importante de empleos, SBA tiene la autoridad para elevar el límite legal de \$2,000,000.

Restricciones Sobre la Elegibilidad de Préstamo:

Incumplimiento – Solicitantes que con anterioridad no han cumplieron con sus obligaciones en los préstamos de SBA no son elegibles. Esto incluye a prestatarios que no han cumplido con su obligación de mantener un seguro contra inundaciones y/o seguro contra riesgo en anteriores préstamos de SBA.

Nota: Los solicitantes de préstamos deberán verificar con las agencias/organizaciones que administran subvenciones u otros programas de asistencia, bajo esta declaración, para determinar si un préstamo de desastre aprobado por SBA podría afectar su elegibilidad.

Refinanciar:

Préstamos para pérdidas económicas de desastre no pueden ser utilizados para refinanciar deudas a largo plazo.

Requisitos de Seguro:

Para proteger a cada prestatario y la Agencia, SBA requiere a los prestatarios obtener y mantener un seguro apropiado. Por ley, aquellos prestatarios cuya propiedad dañada o propiedad de colateral está situada en un área especial de peligro de inundación. SBA requiere que la cobertura de seguro contra inundaciones ser el menor valor de 1) el total del préstamos de desastre, 2) el valor asegurable de la propiedad, o 3) el seguro máximo disponible.

Las solicitudes de préstamos para desastres pueden llenarse en línea utilizando el Portal de préstamos MySBA en <https://lending.sba.gov> o en los centros anunciados localmente. Si necesita ayuda adicional, póngase en contacto con el Centro de Servicio al Cliente de la SBA enviando un correo electrónico a disastercustomerservice@sba.gov o por teléfono marcando 1-800-659-2955. Para las personas con discapacidades auditivas o del habla, favor de marcar 7-1-1 para tener acceso al servicio de retransmisión de telecomunicaciones.

**Attachment C:
EIDL General Flyer**



DISASTER RECOVERY

Businesses • Homeowners
Renters • Nonprofits

Economic Injury Disaster Loan (EIDL)



Credit: Gettyimages

Benefits of an Economic Injury Disaster Loan (EIDL) for Small Businesses and Non-Profits

- ☐ Up to \$2 million to meet ordinary and necessary financial obligations
- ☐ Low fixed-rate interest rates with terms up to 30 years
- ☐ No payment and no interest for 12 months
- ☐ No need to wait for insurance to settle before applying

What you need to apply for a disaster loan

- ☐ Email addresses and contact information for all applicants
- ☐ Social Security numbers and Employer Identification Numbers (EIN) for all applicants
- ☐ Financial information (e.g., income and monthly expenses, etc.)
- ☐ A complete copy of the most recent federal income tax return (this can be provided later)
- ☐ Insurance information, if available

How to apply

- ☐ Scan the QR Code
- ☐ Visit sba.gov/disaster



For Additional Information

- ☐ Call **(800) 659-2955** (dial **7-1-1** to access telecommunications relay services):
 - To locate a Recovery Center for assistance with your loan application
 - To check the status of your loan application

**Attachment D:
EIDL Press Release- English**

OFFICE OF DISASTER RECOVERY & RESILIENCE

Release Date: Feb. 10, 2026

Media Contact: Corey.Williams@sba.gov

Release Number: CA-20041-01

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SBA Offers Relief to California Small Businesses and Private Nonprofits Affected by 2025 Late December Storms **Economic injury loans available for working capital needs**

WASHINGTON — The [U.S. Small Business Administration \(SBA\)](#) announced low interest federal disaster loans are now available to small businesses and private nonprofit (PNP) organizations in California who sustained economic losses caused by the 2025 Late December Storms occurring Dec. 16-26, 2025. The SBA issued a disaster declaration in response to a request received from Gov. Gavin Newsom’s authorized representative CalOES Interim Director Christina Curry on Feb. 4, 2026.

The disaster declaration covers the California counties of Alpine, Fresno, Inyo, Kern, Madera, Mono, San Luis Obispo, Santa Barbara, Tuolumne and Ventura as well as the Nevada counties of Douglas, Esmeralda, Lyon and Mineral.

Under this declaration, SBA’s [Economic Injury Disaster Loan \(EIDL\)](#) program is available to eligible small businesses, small agricultural cooperatives, nurseries, and PNPs including faith-based organizations with financial losses directly related to this disaster. The SBA is unable to provide disaster loans to agricultural producers, farmers, or ranchers, except for aquaculture enterprises.

EIDLs are for working capital needs caused by the disaster and are available even if the business did not suffer any physical damage. They may be used to pay fixed debts, payroll, accounts payable and other bills that could have been paid had the disaster not occurred.

“SBA loans help eligible small businesses and private nonprofits cover operating expenses after a disaster, which is crucial for their recovery,” said Chris Stallings, associate administrator of the Office of Disaster Recovery and Resilience at the SBA. “These loans not only help business owners get back on their feet but also play a key role in sustaining local economies in the aftermath of a disaster.”

The loan amount can be up to \$2 million with interest rates as low as 4% for businesses and 3.625% for PNPs with terms up to 30 years. Interest does not accrue, and payments are not due until 12 months from the date of the first loan disbursement. The SBA sets loan amounts and terms based on each applicant’s financial condition.

“When disasters strike, SBA’s Disaster Loan Outreach Centers play a vital role in helping small businesses and their communities recover,” said Chris Stallings, associate administrator of the Office of Disaster Recovery and Resilience at the SBA. “At these centers, SBA specialists

assist business owners and residents with disaster loan applications and provide information on the full range of recovery programs available.”

Beginning Tuesday, Feb. 10, SBA customer service representatives will be on hand at the Disaster Loan Outreach Centers in June Lake and on Monday, Feb. 23 in Lee Vining, to answer questions and assist with the disaster loan application process. No appointment is necessary, walk-ins are welcome. Those who prefer to schedule an in-person appointment in advance can do so at appointment.sba.gov.

The centers hours of operation are as follows:

MONO COUNTY

Disaster Loan Outreach Center
June Lake Community Center
90 W. Granite Ave.
June Lake, CA 93529

Opens 1 p.m. Tuesday, Feb. 10

Mondays - Fridays, 9 a.m. – 6 p.m.

***Closed Monday, Feb. 16 for the
President’s Day Holiday***

Closes permanently Friday, Feb. 20

MONO COUNTY

Disaster Loan Outreach Center
Lee Vining Community Center
296 Mattly Ave.
Lee Vining, CA 93541

Opens 11 a.m. Monday, Feb. 23

Mondays - Fridays, 9 a.m. – 6 p.m.

Closes permanently Thursday, Feb. 26

To apply online, visit sba.gov/disaster. Applicants may also call SBA’s Customer Service Center at (800) 659-2955 or email disastercustomerservice@sba.gov for more information on SBA disaster assistance. For people who are deaf, hard of hearing, or have a speech disability, please dial 7-1-1 to access telecommunications relay services.

The deadline to return economic injury applications to the SBA is **Nov. 6**.

###

About the U.S. Small Business Administration

The U.S. Small Business Administration helps power the American dream of business ownership. As the only go-to resource and voice for small businesses backed by the strength of the federal government, the SBA empowers entrepreneurs and small business owners with the resources and support they need to start, grow, expand their businesses, or recover from a declared disaster. It delivers services through an extensive network of SBA field offices and partnerships with public and private organizations. To learn more, visit www.sba.gov.

Attachment E:
EIDL Press Release- Spanish



OFICINA DE RECUPERACIÓN Y RESILIENCIA ANTE DESASTRES

Fecha de publicación: 11 de febrero de 2026

Contacto para los medios: Corey.Williams@sba.gov

Número de comunicado: CA-20041-01

Síguenos en [X](#), [Facebook](#), [LinkedIn](#) e [Instagram](#)

La SBA ofrece ayuda a los pequeños negocios y las organizaciones privadas sin fines de lucro de California afectados por las tormentas de finales de diciembre de 2025

Los préstamos por daños económicos están disponibles para cubrir las necesidades de capital de trabajo

WASHINGTON. La [Administración de Pequeñas Empresas de EE. UU. \(SBA\)](#) anunció que los préstamos federales por desastre a bajo interés ya están disponibles para las pequeñas empresas y las organizaciones sin fines de lucro privadas (PNP) de California que sufrieron pérdidas económicas debido a las fuertes tormentas de finales de año que se produjeron del 16 al 26 de diciembre de 2025. La SBA emitió una declaración de desastre en respuesta a una solicitud presentada por la representante autorizada del gobernador Gavin Newsom y directora interina de CalOES, Christina Curry, el 4 de febrero de 2026.

La declaración de desastre abarca los siguientes condados de California: Alpine, Fresno, Inyo, Kern, Madera, Mono, San Luis Obispo, Santa Barbara, Tuolumne y Ventura; así como los condados de Douglas, Esmeralda, Lyon y Mineral de Nevada.

Según esta declaración, el programa de [Préstamos por Desastre por Daños Económicos \(EIDL\)](#) de la SBA está disponible para las pequeñas empresas, las pequeñas cooperativas agrícolas, los viveros y las PNP elegibles, incluyendo las organizaciones religiosas afectadas por pérdidas financieras directamente relacionadas con este desastre. La SBA no puede otorgar préstamos por desastre a productores agrícolas, granjeros o ganaderos, excepto a las empresas de acuicultura.

Los EIDL son para cubrir las necesidades de capital circulante causadas por el desastre y están disponibles incluso si la empresa no sufrió ningún daño material. Se pueden usar para pagar deudas fijas, nóminas, cuentas por pagar y otras facturas que podrían haberse pagado si el desastre no hubiese ocurrido.

“Los préstamos de la SBA ayudan a las pequeñas empresas y organizaciones privadas sin fines de lucro elegibles a cubrir los gastos operativos después de un desastre, lo cual es crucial para su recuperación”, afirmó Chris Stallings, subadministrador de la Oficina de Recuperación y Resiliencia ante Desastres de la SBA. “Estos préstamos no solo ayudan a los

empresarios a recuperarse, sino que también desempeñan un papel clave en el sostenimiento de las economías locales tras un desastre”.

El monto del préstamo puede ser de hasta \$2 millones, con tasas de interés desde el 4 % para las empresas y el 3.625 % para las PNP, con plazos de hasta 30 años. Los intereses no se acumulan y los pagos no vencen hasta 12 meses después de la fecha del primer desembolso del préstamo. La SBA establece los montos y las condiciones de los préstamos en función de la situación financiera de cada solicitante.

“Cuando ocurren desastres, los Centros de Asistencia para Préstamos por Desastre de la SBA desempeñan un papel vital para ayudar a las pequeñas empresas y sus comunidades a recuperarse”, dijo Chris Stallings, subadministrador de la Oficina de Recuperación y Resiliencia ante Desastres de la SBA. En estos centros, los especialistas de la SBA ayudan a los propietarios de empresas y residentes con las solicitudes de préstamos por desastre y brindan información sobre la gama completa de programas de recuperación disponibles.

A partir del martes 10 de febrero, representantes de servicio al cliente de la SBA estarán disponibles en los Centros de Asistencia para Préstamos por Desastre en June Lake, y el lunes 23 de febrero en Lee Vining, para responder preguntas y ayudar con el proceso de solicitud de los préstamos por desastre. No se requiere cita; se aceptan visitas sin cita previa. Las personas que prefieran programar una cita en persona con anticipación pueden hacerlo en appointment.sba.gov.

Los horarios de operación de los centros son los siguientes:

CONDADO DE MONO

Centro de Asistencia para Préstamos por Desastre
June Lake Community Center
[Centro Comunitario de June Lake]
90 West Granite Avenue
June Lake, CA 93529

Abre a la 1 p.m. el martes 10 de febrero

Lunes a viernes, 9 a.m.-6 p.m.

***Cerrado el lunes 16 de febrero por motivo del
feriado del Día de los Presidentes***

Cerrará permanentemente el viernes 20 de febrero

CONDADO DE MONO

Centro de Asistencia para Préstamos por Desastre
Lee Vining Community Center
[Centro Comunitario de Lee Vining]
296 Mattly Avenue
Lee Vining, CA 93541

Abre a las 11 p.m. el lunes 23 de febrero

Lunes a viernes, 9 a.m.-6 p.m.

Cerrará permanentemente el jueves 26 de febrero

Para solicitar en línea, visite sba.gov/disaster. También puede llamar al Centro de Atención al Cliente de la SBA al (800) 659-2955 o enviar un correo electrónico a disastercustomerservice@sba.gov para obtener más información sobre la asistencia por desastre de la SBA. A las personas sordas, con dificultades auditivas o con discapacidad del habla se les pide que marquen el 7-1-1 para acceder a los servicios de retransmisión de telecomunicaciones.

El plazo para enviar las solicitudes por daños económicos es el **6 de noviembre de 2026**.

###

Acerca de la Administración de Pequeñas Empresas de EE. UU.

La Administración de Pequeñas Empresas de EE. UU. ayuda a impulsar el sueño americano de ser propietario de una empresa. Como el único recurso y voz de confianza para las pequeñas empresas que cuenta con el firme respaldo del gobierno federal, la SBA brinda a los empresarios y propietarios de pequeñas empresas los recursos y el apoyo que necesitan para iniciar, hacer crecer y expandir su negocio, o recuperarse de un desastre declarado. Brinda servicios a través de una extensa red de oficinas de campo de la SBA y asociaciones con organizaciones públicas y privadas. Para obtener más información, visite www.sba.gov.



Roy Lee
County Supervisor, First District

Agenda Section: Public Information
Agenda Item No.: 6
Council Meeting Date: February 23, 2026

Subject: 2/23 Agenda for Report from First District Supervisor Roy Lee

1. Update on Housing in Unincorporated Carpinteria

A. BAILARD

- Met on 2/12 with teams from City, Carp-Summerland Fire, County, Applicant
- Applicant supplied Traffic Study and Updated Project for internal review
- Applicant to set up follow up meetings with stakeholders
- Requires annexation into Carpinteria Sanitary District service boundary
- Builders Remedy application still open

B. CRAVENS LANE

2. Cannabis Updates

- 3/3 Hearing on OAP Extensions moved to 3/10

3. Opportunities

- A. [CycleMAYnia Mini Grants](#) – Application Deadline 2/27/26
- B. [Arts Making Impact Grant](#) – Application Deadline 4/20/26; mandatory grant workshop 3/10
- C. [Volunteer Income Tax Assistance Program \(VITA\)](#) – Free Tax help from United Way for residents who make \$67,000 or less in a year – BY APPOINTMENT ONLY, closest locations are Eastside Library and United Way Offices in Downtown Santa Barbara



MEMORANDUM



Council Meeting Date: February 23, 2026

To: Honorable Mayor and City Council

From: Michael Ramirez, City Manager

Subject: City Manager's Report

CITY EMPLOYEE UPDATES

Recruitments

Below is the current open recruitment and recruitment status. Additional information on City job openings is available online at <https://carpinteriaca.gov/city-hall/human-resources/>.

- Lifeguard Program Coordinator I, II, III – Part-Time
 - Pending interviews

Employee Training/Development

Workplace Violence Awareness Training - On February 18, 2026, staff from all departments attended this training provided by the California Joint Powers Insurance Authority. Two sessions were offered to accommodate operational needs and ensure broad participation. The course provided strategies for managing disruptive and aggressive behavior in the workplace and focused on reducing the risk of workplace violence, preventing injury, improving workplace relations, and limiting liability exposure. It also addressed contributing factors to workplace violence, warning signs and behavioral indicators, assessment of the work environment, response procedures, prevention strategies, and the promotion of a respectful, team-oriented workplace culture. The session supported the City's compliance with California Senate Bill 553, which requires employers to implement a Workplace Violence Prevention Plan and provide training on identifying, evaluating, and correcting workplace violence hazards.

Homeless Encampment Clean-up Safety Training - On February 19, 2026, several employees attended a training provided by the California Joint Powers Insurance Authority. The training built upon last month's "Encountering & Serving Individuals Who Are Unhoused" course and focused on the safe planning and execution of homeless encampment clean-ups across various field environments. Employees received an overview of common site hazards, Cal/OSHA requirements, appropriate protective equipment, exposure and environmental risks, and considerations for de-escalation

during incidental encounters. The session aimed to ensure staff and supervisors are equipped with the knowledge and safety practices necessary to conduct encampment clean-up activities safely, consistently, and in compliance with regulatory standards.

Parks, Recreation & Community Services Department: De-Escalation Training - On February 18, Parks, Recreation & Community Services staff participated in a de-escalation training provided by Eugene (Gene) Morales with the Santa Barbara County Department of Behavioral Wellness. This training provided staff with information on the Santa Barbara County's mobile crisis team, homeless outreach services, and tips on how to handle and de-escalate situations involving those who may be experiencing homelessness and/or a mental health crisis.

UPDATES ON CAPITAL IMPROVEMENT PROJECTS

None

UPDATES ON DEVELOPMENT APPLICATIONS

Surfliner Inn Draft Environmental Impact Report

The City's Environmental Review Committee (ERC) held a meeting on February 18 to consider the Draft Environmental Impact Report (DEIR) prepared for the Surfliner Inn project. The ERC received a summary presentation of the findings of the DEIR from City staff and heard public comments from approximately 15 individuals. The ERC recommended acceptance of the EIR with comments seeking additional information on biological resources, transportation, and hydrology/water quality. The received public comments along with the feedback from the ERC members will be addressed in preparation of the Proposed Final EIR.

The City will continue to accept written public comment on the DEIR until 5:00 p.m. on March 9, 2026. Questions or comments on the DEIR should be directed to Principal Planner, Mindy Fogg, at MindyF@carpinteriaca.gov.

All pertinent documents related to the DEIR are available on the City's Surfliner Inn project webpage at:

<https://carpinteriaca.gov/city-hall/community-development/linden-inn-project/>

Copies of the DEIR are also available to review at City Hall and the Carpinteria Community Library.

5115 Ogan Road Housing Accountability Act Notice

Pursuant to California Government Code Section 65589.5(h)(6)(E)(ii), if an applicant provides a written notice indicating a local agency's failure to cease a course of conduct undertaken for an improper purpose, allegedly in violation of California housing law, the local agency is then required to publicly post that notice on the local agency's website and provide copies to specific individuals and the county clerk.

On December 23, 2025, the applicant for the 130-unit multi-unit development at 5115 Ogan Road, Carpinteria provided said notice to the City. The City provided a preliminary response to the applicant on January 5, 2026. If you have any objections, comments, evidence, or concerns about the project or the applicant's written notice, please submit them to bretm@carpinteriaca.gov by **March 9, 2026**. The City will consider all submitted materials and issue a written statement as required by Government Code Section 65589.5(h)(6)(E)(iii)-(iv) by **March 23, 2026**.

February 26 Architectural Review Board Agenda

At the upcoming February 26 Architectural Review Board meeting, the Board will be considering the following project:

- Preliminary review of the Surf Cottages Condominium development located at 4716 Seventh Street

The agenda and staff report for this item is available on the City's website at: <https://carpinteriaca.gov/city-hall/agendas-meetings/>. The meeting will be held at 5:30 p.m. in the Council Chambers at City Hall and will also be broadcast live on Government Access TV Channel 21 and on the City's website and Zoom.

OTHER CITY/COMMUNITY UPDATES

Assessment District Ballot Mailing Update

Ballots for the City's assessment district formation processes were mailed to affected property owners on January 9, 2026, and property owners have begun receiving ballots.

Property owners may return completed ballots by mail at any time. To be counted, ballots must be received by the City Clerk no later than the close of the public hearing scheduled for March 9, 2026. All ballots are pre-posted for the convenience of property owners; to return a ballot, property owners need only mark their ballot, place it in the provided envelope, and put it in the mail. Ballots may also be delivered in person to the City Clerk prior to the close of the hearing.

City staff continue to assist property owners with questions related to the assessment districts, ballot procedures, and applicable timelines. Additional information, including district maps and background materials, is available on the City's website at <https://carpinteriaca.gov/assessmentdistricts/>. Property owners may also contact City staff directly at assessmentdistricts@carpinteriaca.gov or by phone for assistance.

The City encourages all affected property owners to participate in the process and submit their ballots so their input is included as part of the public hearing.

Assessment Districts – Frequently Asked Questions Webpage

At the February 9 City Council meeting, staff provided additional clarification regarding the proposed Landscape Maintenance Assessment District and Coastal Berm Assessment District.

To ensure the community has access to clear and comprehensive information in one location, staff has prepared a Frequently Asked Questions (FAQ) page addressing key topics related to the assessment districts. Community members are encouraged to review the full FAQ page at:

<https://carpinteriaca.gov/assessmentdistricts/>

AgeWell: Program Coordinator, Jena Jenkins, to Speak at National Council on Aging Conference

AgeWell's Program Coordinator, Jena Jenkins, has been selected to speak at this year's National Council on Aging Conference, taking place in May 2026 in Arlington, Virginia. Jena's presentation, "*From Isolation to Connection: Programming Specialized for Aging Men,*" will highlight innovative approaches to engaging older men through targeted, meaningful programming. As a premier organization dedicated to improving the lives of adults aged 60+, the National Council on Aging brings together leaders and professionals from across the country to address the challenges and opportunities facing older adults. Jena will share her experiences and expertise in developing specialized programming for men, offering practical strategies and actionable ideas. Attendees will leave her session equipped with valuable tools and insights to create and implement programming tailored specifically to aging men within their own agencies.

AgeWell: Carpinteria Children's Project Abuelas Program Tours Sheriff's Office and City Hall

On Friday, February 6, AgeWell hosted a tour of the Sheriff's Office and City Hall for sixteen participants of Carpinteria Children's Project's *Abuelas* program. City staff provided overviews of each department in Spanish. The visit concluded with lunch in the City Council Chambers to encourage familiarity with and participation in City Council meetings. (photo below)



AgeWell Celebrates Chinese New Year

The February Saturday Excursion celebrated Chinese New Year at Uncle Chen's Restaurant on Saturday, February 7. The event was well attended with fifteen guests.



Annual AgeWell Dance

AgeWell welcomed over 100 guests at the Annual AgeWell Dance, Aloha Friday Luau, held on Friday, February 13, at the Veterans Memorial Hall. The free community event featured food, tropical music, hula dancing, and great company.



AgeWell: Upcoming Programs

The March AgeWell Saturday Excursion is with A to Z Cooking School on Saturday, March 7, from 11:00 a.m. to 1:00 p.m. in the Veterans Memorial Hall kitchen. This interactive, hands-on cooking class includes shared preparation, helpful tips, and the chance to sit down and enjoy the meal together. Space is limited. RSVP is required by March 5.

AgeWell's March Lecture Series will focus on basic home "fix-it" skills that everyone should know. This practical session will cover topics such as how to shut off your home's water, check a fuse or circuit breaker, and confidently handle other common household situations. The lecture will take place on Thursday, March 5, at 1:00 p.m. in the Veterans Memorial Hall meeting room. The session will be presented by Ryan Ayerle, the City's

Public Works Manager, who will share helpful tips, important safety guidance, and answer questions.

Aquatics

Recruitment for Beach Lifeguard and Pool Lifeguard (Lifeguard) positions is currently underway and has generated a strong pool of 14 applicants to date. Lifeguard tryouts are being held at the Carpinteria Community Pool on Saturday mornings from 9:30 a.m. to 10:30 a.m., with the final tryout scheduled for March 7.

In addition, Junior Guard (JG) swim tryouts are taking place on Saturday mornings from 8:00 a.m. to 9:00 a.m. at the pool. To date, 59 potential JG have participated in the tryouts. The final JG tryout will also conclude on March 7.

Based on the high level of participation and turnout at these tryouts, staff anticipates a robust JG program and strong staffing levels for the upcoming summer season.

Community Garden

On Thursday, February 26, the Community Garden will host a free, bilingual Fruit Tree Pruning Workshop, led by Mesa Harmony Garden's Advisory Board Chair Russ Baldocchi, and translated by City of Carpinteria Public Works Assistant Engineer and Community Garden Member Josefina Arechiga. This hands-on workshop will cover the basics and best practices of pruning fruit trees, and provide an opportunity to build skills and ask questions.

The Community Garden will host the Art & Sensory Carpinteria homeschool group for a field trip on Thursday, February 26, at 10:30 a.m. The children will have an opportunity to tour the garden, learn about different flowers, fruits, and vegetables, and plant a seed to take home.

On Saturday, February 28, the Community Garden staff, along with the City's Sustainability Department staff will be on-site to meet with residents, answer questions, and connect with neighbors. The Community Garden will be giving away free compost and asks that anyone interested in the compost to bring their own container.

During this event, Vice Mayor Monica Solorzano will also be on site to connect with community members as well.

**City of Carpinteria
City Council Minutes
Regular Meeting
Monday, February 9, 2026
Council Chamber, 5775 Carpinteria Avenue, Carpinteria, CA 93013
In-Person and Virtual**

CALL TO ORDER

Mayor Alarcon called the meeting to order at 5:32 pm.

ROLL CALL

Councilmembers present:

Councilmember Al Clark	(District No. 5)
Councilmember Julia Mayer	(District No. 3)
Councilmember Wade T. Nomura	(District No. 4)
Vice Mayor Mónica J. Solórzano	(District No. 1)
Mayor Natalia Alarcon	(District No. 2)

Staff members present:

Michael Ramirez, City Manager
Jena Shoaf Acos, on behalf of Brownstein Hyatt Farber
Schreck, LLP acting as City Attorney of the City
of Carpinteria
Brian C. Barrett, City Clerk
Lieutenant Rich Brittingham, Santa Barbara County
Sheriff's Department
Nick Bobroff, Community Development Director
Stephon Downes, Management Analyst II
Ryan Ayerle, Public Works Manager
John L. Ilasin, Public Works Director
Megan Musolf, Assistant Planner
David Hernandez, Code Compliance Supervisor

PLEDGE OF ALLEGIANCE

Mayor Alarcon led those present in the salute to the flag.

COUNCILMEMBER(S) REQUEST FOR REMOTE PARTICIPATION UNDER AB 2449

There were no Councilmember requests for remote participation under AB 2449.

AGENDA MODIFICATIONS: NONE

INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS:

1. Presentation by the Carpinteria Sanitary District about the District's Facilities, Challenges & Opportunities, and the Carpinteria Advanced Purification Project.

Craig Murray, General Manager for the Carpinteria Sanitary District provided the PowerPoint presentation.

There was no public comment.

Motion by Councilmember Nomura, seconded by Vice Mayor Solórzano, to receive and file the presentation. Upon voice vote, the motion carried unanimously.

TEMPORARY ADJOURNMENT FOR THE PURPOSE OF HOLDING THE MONTHLY MEETING OF THE CARPINTERIA LIBRARY BOARD OF TRUSTEES

Mayor Alarcon temporarily adjourned the meeting at 5:53 pm.

2. Library Board of Trustees Agenda Packet

RECONVENE THE REGULAR MEETING OF THE CITY COUNCIL

Mayor Alarcon reconvened the regular meeting at 6:04 pm.

PUBLIC INFORMATION REPORTS AND ANNOUNCEMENTS

3. Sheriff's Recap

Lieutenant Brittingham with the Santa Barbara County Sheriff's Department provided a law enforcement report for the month of January 2026.

Speakers in-person: Rogelio Delgado

Lieutenant Brittingham responded to public comment.

CITY MANAGER'S REPORT

4. City Manager's Report

- a. City Employee Updates

City Manager Ramirez reported on City recruitments and employee training/development.

- b. Updates on Capital Improvement Projects

None.

c. Updates on Development Applications

Community Development Director Bobroff provided an update on the Via Real Townhomes at 6380 Via Real and the 5885 Carpinteria Ave Residences; he reported on the upcoming February 12th Architectural Review Board meeting; noted that the Surfliner Inn Draft Environmental Impact Report is available for public review until March 9th and that the City will be holding a public meeting of the Environmental Review Committee on February 18th.

d. Other City/Community Updates

City Manager Ramirez spoke about the proposed Landscape Maintenance and Beach Berm Assessment Districts and Parks, Recreation & Community Services events.

While not a part of the written City Manager's Report, Management Analyst II Downes presented an online beta version of the Period 1 Department Reports for the Fiscal Year 2025/26 Budget.

Speakers in-person: Rogelio Delgado and Rosalyn Kohute

City Manager Ramirez and Legal Counsel Acos responded to public comment regarding the proposed landscape and beach berm assessment districts.

PLANNING COMMISSION ACTIONS

5. Planning Commission Actions

Community Development Director Bobroff reported on the Planning Commission Actions from its meeting of February 2, 2026.

Speakers in-person: Rogelio Delgado (Mayor Alarcon referred Mr. Delgado to speak under the Public Comment on Matters Not on the Agenda section.)

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA

Speakers in-person: Rogelio Delgado

Documents distributed: Patrick O'Connor

CONSENT CALENDAR:

There was no public comment.

Motion by Councilmember Mayer, seconded by Councilmember Nomura, to approve the Consent Calendar Item Nos. 6 through 9. The roll call vote on the motion was as follows:

AYES: Councilmember Clark, Councilmember Mayer, Councilmember Nomura,
Vice Mayor Solórzano, and Mayor Alarcon

NOES: None

ABSENT: None

ABSTAIN: None

The motion carried unanimously.

6. Approve the minutes of the regular meeting held January 26, 2026.
7. Receive and file the Warrant Register for the period of January 19, 2026 through January 30, 2026, pursuant to Carpinteria Municipal Code Section 2.08.150(F).
8. Adopt Ordinance No. 795 (second reading), repealing and replacing Chapter 10.60 (Bicycles) of the Carpinteria Municipal Code Entitled "Bicycles and Electric Mobility Devices." *(Requires a roll call vote.)*
9. Issue a Letter of Public Convenience or Necessity (PCN) to the California Department of Alcoholic Beverage Control (ABC), for a Type 48 – On-Sale General – Public Premises license for CHT, LLC and BAINBRIDGE RISING, LLC dba Arnie's Rooftop Bar, located at 778 Linden Avenue, Unit A.

ADMINISTRATIVE MATTERS:

10. 2025 Annual Integrated Pest Management Report.

Recommendation: Receive and file the 2025 Annual Integrated Pest Management Report.

Public Works Director Ilasin introduced Public Works Manager Ayerle who provided the staff report.

There was no public comment.

Councilmember Nomura requested staff post notices 24 hours in advance of the application of pesticides in public areas and parks and create non-entry areas for rodents which prevents rodents from entering certain areas and eliminates the need to use rodenticides which can be harmful to the environment. Councilmember Clark concurred with Councilmember Nomura's request on posting notices in advance of the application of pesticides in public areas.

Motion by Councilmember Nomura, seconded by Councilmember Mayer, to receive and file the 2025 Annual Integrated Pest Management Report. Upon voice vote, the motion carried unanimously.

11. Approval and adoption of Resolution No. 6434, establishing Renter Relocation Assistance Payment amounts for No-Fault Just Cause Evictions pursuant to Carpinteria Municipal Code (CMC) Chapter 7.04.

Recommendation: Adopt Resolution No. 6434 (Attachment A), establishing Renter Relocation Assistance Payment amounts for No-Fault Just Cause Evictions at two (2) months' rent in effect at the time of an eviction notice, or \$6,750, whichever is greater, pursuant to Carpinteria Municipal Code Chapter 7.04.

Assistant Planner Musolf presented the PowerPoint presentation and her and Community Development Director Bobroff responded to questions from the Council.

Speakers in-person: Rogelio Delgado

Motion by Vice Mayor Solórzano, seconded by Councilmember Clark, to approve and adopt Resolution No. 6434, establishing Renter Relocation Assistance Payment amounts for No-Fault Just Cause Evictions at two (2) months' rent in effect at the time of an eviction notice, or \$6,750, whichever is greater, pursuant to Carpinteria Municipal Code Chapter 7.04. Upon voice vote, the motion carried unanimously.

Mayor Alarcon recessed to a break at 7:48 pm and reconvened the meeting at 7:58 pm.

PUBLIC HEARING:

12. Continuation of Public Hearing for Approval of the Measure A Five-Year Local Program of Projects for Fiscal Years 2026-27 through 2030-31.

Recommendation: Open the public hearing, receive public comment, keep public hearing open, and continue the public hearing for approval of the Measure A Five-Year Local Program of Projects for Fiscal Years 2026-27 through 2030-31 to the February 23, 2026 Council meeting.

City Clerk Barrett provided the staff report.

Mayor Alarcon opened the public hearing at 7:59 pm and there was no public comment.

Motion by Councilmember Clark, seconded by Councilmember Nomura, to continue the public hearing for approval of the Measure A Five-Year Local Program of Projects for Fiscal Years 2026-27 through 2030-31 to the February 23, 2026 Council meeting. Upon voice vote, the motion carried unanimously.

**CONSIDERATION OF ANY ITEMS REMOVED FROM CONSENT CALENDAR
AND/OR OTHER AGENDA ITEMS REQUESTED TO BE ADVANCED: NONE**

MATTERS CONTINUED FROM PREVIOUS MEETINGS: NONE

OTHER BUSINESS:

13. Second Quarter Code Compliance Report for Fiscal Year 2025-26.

Recommendation: Receive and file the Second Quarter Code Compliance Report for Fiscal Year 2025-26.

Code Compliance Supervisor Hernandez presented the PowerPoint presentation.

There was no public comment.

Motion by Vice Mayor Solórzano, seconded by Councilmember Nomura, to receive and file the Second Quarter Code Compliance Report for Fiscal Year 2025-26. Upon voice vote, the motion carried unanimously.

14. City Council Advisory Group Handbook Update.

Recommendation: Approve the Updated City Council Advisory Group Handbook.

City Clerk Barrett provided the PowerPoint presentation.

There was no public comment.

Vice Mayor Solórzano suggested staff provide training on the handbook to Council Advisory Group Members. City Clerk Barrett and Legal Counsel Acos affirmed that such a training could be added to the biennial ethics training that the City Attorney's Office provides to Council Advisory Group members. Legal Counsel Acos also mentioned that staff could summarize the handbook prior to the Council making appointments to Council Advisory Groups so appointees understand what their roles, responsibilities, and expectations are prior to accepting an appointment.

Mayor Alarcon requested the youth position be added to the Library Advisory Commission write-up in the handbook.

City Manager Ramirez requested that the "Citizens of Carpinteria" mentioned in the City Organizational Chart on page 7 of the handbook be updated to say "Residents of Carpinteria".

Vice Mayor Solórzano expressed interest in establishing term limits for Council Advisory Group members to encourage wider participation on a future update of the handbook.

Motion by Vice Mayor Solórzano, seconded by Councilmember Nomura, to approve the Updated City Council Advisory Group Handbook including the edits mentioned during the discussion. Upon voice vote the motion carried unanimously.

Councilmember Nomura asked that the motion clarify what the edits to the handbook are.

Vice Mayor Solórzano agreed and modified the motion to approve the Updated City Council Advisory Group Handbook with the following edits: (1) include the youth position on the Library Advisory Commission write-up and (2) change “Citizens of Carpinteria” to “Residents of Carpinteria” on the City Organizational Chart on page 7 of the handbook. Councilmember Nomura seconded the modified motion. Upon voice vote, the modified motion carried unanimously.

LEGISLATIVE UPDATE: NONE

COMMITTEE REPORTS, INQUIRIES AND OTHER MATTERS PRESENTED BY COUNCILMEMBERS: NONE

ATTENDANCE OF COUNCILMEMBERS FOR FUTURE MEETINGS

All Councilmembers are expected to be in attendance at the February 23, 2026 Council meeting.

CLOSED SESSION MATTER

15. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: 1 case

Legal Counsel Acos read aloud the Closed Session title into the record.

PUBLIC COMMENT ON CLOSED SESSION MATTER

There was no public comment.

TEMPORARY ADJOURNMENT TO CLOSED SESSION

Mayor Alarcon temporarily adjourned to Closed Session at 8:32 pm.

RECONVENE IN OPEN SESSION

Mayor Alarcon reconvened in Open Session at 8:51 pm.

CLOSED SESSION REPORT

Legal Counsel Acos announced that there was no reportable action from the Closed Session.

ADJOURNMENT

Mayor Alarcon adjourned the meeting at 8:51 pm.

Natalia Alarcon, Mayor

ATTEST:

Brian C. Barrett, MMC, CPMC
City Clerk



City of Carpinteria

COUNCIL AGENDA STAFF REPORT

ITEM FOR COUNCIL CONSIDERATION

Expenditures for the period beginning February 02, 2026, and ending February 13, 2026.

STAFF RECOMMENDATION

Receive and file the Warrant Register for the period of February 02, 2026, through February 13, 2026, pursuant to Carpinteria Municipal Code 2.08.150(F).

DISCUSSION

As part of each regular City Council agenda, a list of all checks (Attachment A) disbursed since the last reporting period is presented to the City Council pursuant to C.M.C. 2.08.150(F). The report is provided for the City Council and public information and serves as staff's verification that the expenditures have been reviewed and are within budgeted appropriations.

FINANCIAL CONSIDERATIONS

The warrant register is designed to communicate the City's fiscal activity since the prior reporting period and ensure expenditures are within the approved budget.

ATTACHMENTS

Attachment A: Warrant Register for the period beginning February 02, 2026, and ending February 13, 2026.

Staff contact: Brenda Robinson, Accounting Specialist
(805) 755-4442, brendar@carpinteriaca.gov



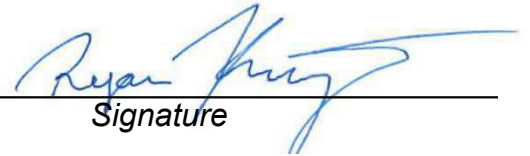
Signature

Staff contact: Licette Maldonado, Admin Services Dir.
(805) 755-4448, licettem@carpinteriaca.gov



Signature

Reviewed by: Ryan Kintz, Assistant City Manager
(805) 755-4400, ryank@carpinteriaca.gov



Signature

Reviewed by: Michael Ramirez, City Manager
(805) 755-4450, michaelr@carpinteriaca.gov



Signature

ATTACHMENT A

**Warrant Register for the period beginning
February 02, 2026, and ending February 13, 2026**



Warrant Register

Carpinteria, CA

Date Range: 02/02/2026 - 02/13/2026

Vendor Number Payable #	Vendor Name Payable Type	Payable Description	Payment Date	Payment Amount	Number
Bank Code: AP Bank-AP Bank Payment Type: Regular					
INV0008677	MISSIONSQUARE		02/05/2026	13,634.68	107330
INV0008678	Invoice	MissionSquare Employee Contributions			
INV0008679	Invoice	MISSIONSQUARE Employee Contributions			
INV0008680	Invoice	Deferred Compensation Contribution-Part Time Emp			
INV0008681	Invoice	MissionSquareEmployee Contributions			
	Invoice	MISSIONSQUARE Employee Contributions			
INV0008682	SEIU LOCAL 620		02/05/2026	235.32	107331
	Invoice	Employee Union Dues Contribution			
175077	ADVANTAGE TELECOM		02/05/2026	69.90	107332
	Invoice	FEB26 EMERGENCY PHONE SERVICE			
0363921-IN	AGROMIN HORTICULTURAL PRODUCTS		02/05/2026	9,992.18	107333
	Invoice	COMPOST FOR SB1383 COMPLIANCE			
Q4-DEC2025	ALEXANDRA VANANTWERP		02/05/2026	60.00	107334
	Invoice	PLANNING COMMISSION MEETING DEC 2025			
1QCL-PQMQ-7QFL	AMAZON CAPITAL SERVICES INC		02/05/2026	21.73	107335
	Invoice	SOIL PROBE FOR PUBLIC WORKS			
140146	ASEVA LLC		02/05/2026	1,629.09	107336
	Invoice	FEB26 PHONE SERVICES			
22617303	BAY ALARM		02/05/2026	65.00	107337
	Invoice	INSTALLATION DEPOSIT FEE COMMUNITY LIBRARY			
687050	BIG GREEN CLEANING COMPANY		02/05/2026	17,036.00	107338
688292	Invoice	JAN26 CONTRACTED CLEANING SERVICES			
	Invoice	MULTIPLE HOMELESS CAMP CLEAN UP 12/23/25			
581773	CARPINTERIA VALLEY LUMBER CO		02/05/2026	207.38	107339
581778	Invoice	HARDWARE FOR LINDEN @ 6TH CROSSWALK SIGNS			
582097	Invoice	HARDWARE- ASH ST & EL CARRO RESTROOMS			
582151	Invoice	PAINT MATERIALS FOR LINDEN BENCHES			
582187	Invoice	TARP FOR POOL, HARDWARE FOR LIBRARY RESTROOM			
	Invoice	PLUMBING MATERIAL FOR LIBRARY TOILETS			
799431	COAST AUTO PARTS INC		02/05/2026	264.77	107340
	Invoice	9 GALLONS OIL FOR STREET SWEEPER			
67270	COUNTY SANITATION COMPANY INC STEWARTS & SELZER PLUMBING		02/05/2026	1,020.00	107341
67276	Invoice	HYDRO-JET MAINLINE AT CITY HALL 1/10/26			
	Invoice	HYDRO-JETTING AT LIBRARY 1/8/26			
FEB26 001 3011 028030701	COX BUSINESS		02/05/2026	350.20	107342
	Invoice	FEB26 POOL & GARDEN INTERNET-PHONE SERVICE			
Q4-DEC2025	DAVID ALLEN		02/05/2026	60.00	107343
	Invoice	PLANNING COMMISSION MEETING DEC 2025			
7689	EASY LIFT TRANSPORTATION		02/05/2026	1,000.00	107344
	Invoice	JAN26 COMMUNITY TRANSPORTATION SERVICES			
07040	ENCOMPASS CONSULTANT GROUP INC		02/05/2026	4,467.50	107345
	Invoice	DEC25 PAVEMENT MAINTENANCE			
JAN26 0853	FIRST NATIONAL BANK OF OMAHA		02/05/2026	6,015.80	107346
JAN26 1754	Invoice	CREDIT CARD PAYMENT-JG			
	Invoice	CREDIT CARD PAYMENT-EC			

JAN26 3696	Invoice	CREDIT CARD PAYMENT-LM			
JAN26 4545	Invoice	CREDIT CARD PAYMENT-BB			
JAN26 5788	Invoice	CREDIT CARD PAYMENT-RK			
JAN26 6160	Invoice	CREDIT CARD PAYMENT-JI			
JAN26 7146	Invoice	CREDIT CARD PAYMENT:VC			
JAN26 7794	Invoice	CREDIT CARD PAYMENT-JB			
JAN26 8111	Invoice	CREDIT CARD PAYMENT-TI			
JAN26 9341	Invoice	CREDIT CARD PAYMENT-MR			
	FORMS + SURFACES		02/05/2026	84,865.24	107347
0000377830	Invoice	TRASH CANS FOR RIGHT OF WAY AND PARKS			
	FRONTIER COMMUNICATIONS		02/05/2026	59.99	107348
FEB26 805-566-3374-042524-5	Invoice	FEB26 INTERNET - BEACH STORE			
	GLENN D LA FEVERS		02/05/2026	60.00	107349
Q4-DEC2025	Invoice	PLANNING COMMISSION MEETING DEC 2025			
	GRAINGER		02/05/2026	70.55	107350
9772773835	Invoice	STREETS SIGN POST STRAPS			
	HDL SOFTWARE LLC		02/05/2026	353.40	107351
SIN058318	Invoice	DEC25 NEW ACCOUNTS PROCESSED, STR LICENSES			
	JANE L BENEFIELD		02/05/2026	60.00	107352
Q4-DEC2025	Invoice	PLANNING COMMISSION MEETING DEC 2025			
	JOHN MOYER		02/05/2026	60.00	107353
Q4-DEC2025	Invoice	PLANNING COMMISSION MEETING DEC 2025			
	JUAN O'S MOBILE REPAIR		02/05/2026	1,083.61	107354
391	Invoice	REPLACE OIL SENDER UNIT BACKHOE UNIT 324 10/30/25			
	LEAGUE OF CA CITIES		02/05/2026	7,153.00	107355
INV-45231-W6L5F9	Invoice	MEMBERSHIP DUES 2026			
	MCCORMIX CORP		02/05/2026	127.13	107356
36508	Invoice	FUEL FOR CITY VEHICLES			
	MSC INDUSTRIAL SUPPLY CO. INC		02/05/2026	322.60	107357
86659990	Invoice	POWER BIT, BUCKET TOOL ORGANIZER A. VEGA			
86822530	Invoice	MARKING PAINT, PAINT REMOVER SUPPLIES			
87526450	Invoice	POWER BIT TOOL FOR A. VEGA			
	NGU DRONE PHOTOGRAPHY LLC		02/05/2026	2,330.00	107358
1036	Invoice	PUBLIC WORKS PROMOTION VIDEO 1/12/26			
1037	Invoice	PUBLIC WORKS PROMOTION VIDEO 1/13/26			
1038	Invoice	PUBLIC WORKS PROMOTION VIDEO 1/15/26			
	PLEASANT VALLEY SWIM TEAM		02/05/2026	420.00	107359
INV0008636	Invoice	2026 PVST COASTAL VS CANCER MEET 2/7/26			
	QUADIENT FINANCE USA INC		02/05/2026	500.00	107360
JAN26.7900 0440 8110 0954	Invoice	POSTAGE FOR CITY HALL 1/30/26			
	REYNALDOS		02/05/2026	151.29	107361
INV0008637	Invoice	FEB26 ABUELAS AGE WELL EVENT			
	RISDON'S 76 SERVICE		02/05/2026	810.00	107362
5113 - A87175	Invoice	32 OLD TIRES RECYCLE FEE			
	SANTA BARBARA COUNTY APCD		02/05/2026	681.00	107363
64497	Invoice	ANNUAL REVIEW FEE FOR CITY HALL GENERATOR			
	SANTA BARBARA COUNTY SHERIFFS DEPT		02/05/2026	15,000.00	107364
2744	Invoice	OCT25 CONTRACTED SERVICES FOR AVOCADO FESTIVAL			
	SANTA BARBARA PEST CONTROL		02/05/2026	95.00	107365
61151	Invoice	JAN26 PEST CONTROL AT COMMUNITY POOL			
	SITEONE LANDSCAPE SUPPLY (ALL AROUND)		02/05/2026	441.64	107366
161662960-001	Invoice	PVC MATERIALS FOR LEAK AT PUBLIC WORKS YARD			
161688675-001	Invoice	REPLACE SHUT-OFF VALVE PUBLIC WORKS SHOP			
161753539-001	Invoice	PVC MATERIALS FOR BEACH SHOWER REPAIR			

54324485.001	SMARDAN HATCHER COMPANY	02/05/2026	244.15	107367
	Invoice NEW CADET TOILET BOWL FOR COMMUNITY LIBRARY			
JAN26 700247140684	SO CA EDISON	02/05/2026	9,421.36	107368
JAN26 700291369452	Invoice JAN26 ELECTRICITY-1 CARPINTERIA TC1			
JAN26 700465507084	Invoice JAN26 ELECTRICITY-MULTIPLE LOCATIONS			
JAN26 700814698495	Invoice JAN26 ELECTRICITY-4950 9TH ST BT HM			
	Invoice JAN26 ELECTRICITY-900 ELM AVE EV EV			
6053586661	STAPLES ADVANTAGE	02/05/2026	322.09	107369
6053682437	Invoice MAILING ENVELOPES, COLORED PAPER, MAILING LABLES			
6053682438	Invoice PAYROLL REPORT COVERS			
	Invoice 2026 W-2 FORMS			
35603	THE WHARF	02/05/2026	225.09	107370
	Invoice SAFETY GEAR FOR R. ESTRADA 1/21/26			
52702	TRAFFIC TECHNOLOGIES LLC	02/05/2026	447.93	107371
	Invoice CROSSWALK & DIAGONAL ARROW SIGNS			
2210247721	UNIFIRST CORPORATION	02/05/2026	1,314.29	107372
2210253105	Invoice TOWEL & MAT REPLACEMENT LIBRARY 11/4/25			
2210253106	Invoice TOWEL & MAT REPLACEMENT CITY HALL 11/25/25			
2210253110	Invoice TOWEL & MAT REPLACEMENT LIBRARY 11/25/25			
2210253112	Invoice TOWEL & MAT REPLACEMENT VETS HALL 11/25/25			
2210255209	Invoice TOWEL & MAT REPLACEMENT POOL 11/25/25			
2210255214	Invoice MAT REPLACEMENT, UNIFORM CLEANING 12/2/25			
2210255215	Invoice TOWEL & MAT REPLACEMENT CITY HALL 12/2/25			
2210255218	Invoice TOWEL & MAT REPLACEMENT LIBRARY 12/2/25			
2210255219	Invoice TOWEL & MAT REPLACEMENT VETS HALL 12/2/25			
2210256995	Invoice TOWEL & MAT REPLACEMENT POOL 12/2/25			
2210256996	Invoice TOWEL & MAT REPLACEMENT LIBRARY 12/9/25			
2210256997	Invoice TOWEL & MAT REPLACEMENT VETS HALL 12/9/25			
2210257000	Invoice TOWEL & MAT REPLACEMENT POOL 12/9/25			
2210257003	Invoice MAT REPLACEMENT, UNIFORM CLEANING 12/9/25			
2210258598	Invoice TOWEL & MAT REPLACEMENT CITY HALL 12/9/25			
2210258601	Invoice TOWEL & MAT REPLACEMENT LIBRARY 12/16/25			
2210258606	Invoice TOWEL & MAT REPLACEMENT VETS HALL 12/16/25			
2210258617	Invoice TOWEL & MAT REPLACEMENT POOL 12/16/25			
2210258630	Invoice MAT REPLACEMENT, UNIFORM CLEANING 12/16/25			
2210260795	Invoice TOWEL & MAT REPLACEMENT CITY HALL 12/16/25			
2210260798	Invoice TOWEL & MAT REPLACEMENT LIBRARY 12/23/25			
2210260802	Invoice TOWEL & MAT REPLACEMENT VETS HALL 12/23/25			
2210260817	Invoice TOWEL & MAT REPLACEMENT POOL 12/23/25			
2210260837	Invoice MAT REPLACEMENT, UNIFORM CLEANING 12/23/25			
2210263194	Invoice TOWEL & MAT REPLACEMENT CITY HALL 12/23/25			
2210263196	Invoice TOWEL & MAT REPLACEMENT LIBRARY 12/30/25			
2210263198	Invoice TOWEL & MAT REPLACEMENT VETS HALL 12/30/25			
2210263211	Invoice TOWEL & MAT REPLACEMENT POOL 12/30/25			
2210263224	Invoice MAT REPLACEMENT, UNIFORM CLEANING 12/30/25			
2210264938	Invoice TOWEL & MAT REPLACEMENT CITY HALL 12/30/25			
2210264939	Invoice TOWEL & MAT REPLACEMENT LIBRARY 1/6/26			
2210264947	Invoice TOWEL & MAT REPLACEMENT VETS HALL 1/6/26			
2210264954	Invoice MAT REPLACEMENT, UNIFORM CLEANING 1/6/26			
	Invoice TOWEL & MAT REPLACEMENT CITY HALL 1/6/26			
	Void	02/05/2026	-	107373
	Void	02/05/2026	-	107374
52238	VILLAGE POOL SUPPLY	02/05/2026	571.32	107375
	Invoice CHLORINE, ACID, TEST STRIPS FOR POOL 1/16/26			
83677648	WAXIE SANITARY SUPPLY	02/05/2026	126.87	107376
	Invoice TRASH LINERS FOR ALL FACILITIES 12/8/28			
238445	WEST COAST ARBORISTS INC	02/05/2026	16,694.00	107377
	Invoice TREE MAINTENANCE 12/16/25-12/31/25			
90290807	WESTERN EXTERMINATOR COMPANY	02/05/2026	103.44	107378
	Invoice JAN26 PEST CONTROL VETS HALL 1/7/26			

110342878	WEX BANK (76) Invoice	JAN26 FUEL FOR CITY VEHICLES	02/05/2026	122.26	107379
30919619	4IMPRINT INC Invoice	4 VINYL BANNERS FOR CITY PARADES	02/12/2026	431.34	107380
1/26/26	ALICE WISSING Invoice	MINUTES FOR PLANNING COMMISSION MEETING 12/1/25	02/12/2026	380.00	107381
11H1-YWTF-M97N	AMAZON CAPITAL SERVICES INC Invoice	ZIP BOOKS:L. FRIEDMAN	02/12/2026	3,920.28	107382
137N-GMKL-WKMM	Invoice	MASTER LOCK SETS FOR VETS HALL & EL CARRO PARK			
13DN-MW1K-JXRT	Invoice	ZIP BOOKS:N. MORALES			
147V-7RFP-NPLC	Invoice	BOOKS FOR LIBRARY			
14W1-HCGN-H1JH	Invoice	SUPPLIES FOR CHINESE NEW YEAR AT LIBRARY			
16PG-V61J-L4C6	Invoice	ZIP BOOKS:E. WILLIAMSON			
17JC-T7NM-PCFQ	Invoice	ZIP BOOKS:D. CRAWLEY			
17Q7-VKM6-FRYD	Invoice	PODIUM STAND FOR CITY PRESENTATIONS			
17QT-73WP-1MWG	Invoice	ZIP BOOKS:R. HARDT-FIELD			
17TC-MTTR-MJLT	Invoice	BOOKS FOR LIBRARY			
19H7-MF1V-CLTR	Invoice	9FT PATIO UMBRELLA WITH BASE FOR VETS HALL TABLE			
19QL-X69H-KN46	Invoice	SUPPLIES FOR AQUATICS PROGRAM AT POOL			
1FFY-1LFC-NQR3	Invoice	SPIRAL NOTEBOOKS, PAPER FOR AGE WELL ADMIN			
1FNQ-XVHP-LLG3	Invoice	BOOKS FOR LIBRARY			
1G4P-KRD7-R1GY	Invoice	BOOKS FOR LIBRARY			
1HPH-XVR6-C1W6	Invoice	FIRST AID KIT FOR COMMUNITY POOL			
1HWV-VKHY-Q7HK	Invoice	ZIP BOOKS:G. ANDERSSON			
1K4Y-Q46F-L4NR	Invoice	DESK SUPPLIES FOR CITY HALL NEW EMPLOYEES			
1L7F-GMC3-GGKR	Invoice	WHEELBARROW TIRE, SEEDS FOR COMMUNITY GARDEN			
1LG9-Y6RP-NFTY	Invoice	SPRAY BOTTLES FOR GARDEN SEED BOMB EVENT			
1LLD-61MF-GWYP	Invoice	ZIP BOOKS:L. TORRES			
1LMW-GCGQ-CN1T	Invoice	ZIP BOOKS:K. GARCIA			
1M1C-H4VM-4C3J	Invoice	ZIP BOOKS:P. MENARD			
1M3M-4CDR-RRPF	Invoice	VALENTINE CRAFTS FOR AGE WELL PROGRAM			
1M9F-RT99-VP71	Invoice	ZIP BOOKS:C. DAHLQUIST			
1MVH-Y9HJ-FLPC	Invoice	SAFETY GLOVES FOR GARDEN COORDINATOR			
1N3Q-WTFQ-G7R7	Invoice	SOIL PROBE FOR PUBLIC WORKS			
1P6N-YF79-HNNW	Invoice	HEADPHONES FOR TONIE KITS AT COMMUNITY LIBRARY			
1PJ4-Q4CC-NLPV	Invoice	GAMES FOR TEEN ADVISORY BOARD ACTIVITIES - LIBRARY			
1PQ4-RGWF-PJPL	Invoice	CLEANING SUPPLIES FOR COMMUNITY GARDEN			
1QQH-7JNL-NCJF	Invoice	ZIP BOOKS:J. SMART			
1QTM-W3FW-416D	Invoice	ZIP BOOKS:S. BURSTEN			
1RL3-HDMJ-QG4D	Invoice	ZIP BOOKS:S. LUCICH			
1RN3-FTG1-7GVD	Invoice	DISPLAY SIGNS FOR AGE WELL PROGRAMS			
1RXG-7FVG-LPWP	Invoice	ZIP BOOKS:E. ALVAREZ			
1THH-RH7R-1CGX	Invoice	MATERIALS FOR GARDEN SEED BOMB EVENT			
1TK3-N9YN-HDDF	Invoice	SUPPLIES FOR COMPUTER CLASS AT COMMUNITY LIBRARY			
1VFD-JH1X-LDXP	Invoice	SUPPLIES FOR CHINESE NEW YEAR AT LIBRARY			
1VG7-VWCP-FWQK	Invoice	ZIP BOOKS:M. SMART			
1VGR-NL99-K4NT	Invoice	BOOKS FOR LIBRARY			
1VKG-K3K9-H7N6	Invoice	PLUNGER FOR COMMUNITY GARDEN RESTROOM			
1VLM-W37L-J7JR	Invoice	FIRST AID KIT SUPPLIES FOR COMMUNITY POOL			
1W3N-PTXM-CX9Y	Invoice	ZIP BOOKS:D. THOMAS			
1W3N-PTXM-KQ9N	Invoice	SPIRAL NOTEBOOKS FOR LIBRARY			
1W6D-39MN-J7QX	Invoice	BOOKS FOR LIBRARY			
1W6R-43TV-KJY1	Invoice	SUPPLIES FOR JUNIOR LIFEGUARD PROGRAM			
1WKR-CX1Y-XJD3	Invoice	RECORDER FOR LIBRARY SUMMER READING PROGRAM			
1X3C-JG4X-3PHT	Invoice	ZIP BOOKS:G. ANDERSSON			
1X9T-336T-WYRH	Invoice	ZIP BOOKS:J. CALITRI			
1XTT-1W7J-CM7M	Invoice	SUPPLIES FOR CHINESE NEW YEAR AT LIBRARY			
1Y6L-XWM7-TFHF	Invoice	OAT BASED CREAMER FOR COMMUNITY LIBRARY			
1YH6-HGV7-JMTW	Invoice	PHOSPHATE REMOVER FOR COMMUNITY POOL 1/27/26			
1YXX-YCLP-TKDL	Invoice	BOOKS FOR LIBRARY			
	Void		02/12/2026	-	107383
	Void		02/12/2026	-	107384
	Void		02/12/2026	-	107385
	AMERITAS LIFE INSURANCE CORP		02/12/2026	5,872.76	107386

FEB26 010-67704-00001	Invoice	FEB26 DENTAL PREMIUMS		
FEB26 010-67704-00002	Invoice	FEB26 VISION PREMIUMS		
	ANIMAL MEDICAL CLINIC		02/12/2026	1,937.89 107387
577385	Invoice	DEC25 EMERGENCY OUT OF CONTRACT VET SERVICES		
577386	Invoice	DEC25 EMERGENCY OUT OF CONTRACT VET SERVICES		
577387	Invoice	DEC25 EMERGENCY OUT OF CONTRACT VET SERVICES		
578097	Invoice	JAN26 EMERGENCY OUT OF CONTRACT VET SERVICES		
578619	Invoice	JAN26 CONTRACTED VET SERVICES		
578622	Invoice	JAN26 DOG LICENSING ISSUANCE		
	ASBURY ENVIRONMENTAL SVCS		02/12/2026	218.00 107388
1500-01327382	Invoice	DISPOSAL OF USED/MIXED OILS 1/23/26		
1500-01327385	Invoice	DISPOSAL OF USED/MIXED OILS 1/26/26		
	BAY ALARM		02/12/2026	653.11 107389
22735498	Invoice	SERVICE CALL AT COMMUNITY POOL 1/14/26		
22736519	Invoice	SERVICE CALL AT COMMUNITY POOL 1/16/26		
22736711	Invoice	SERVICE CALL AT COMMUNITY POOL 1/16/26		
	CALIFORNIA ASSOCIATION OF CODE ENFORCEMENT OFFICERS		02/12/2026	100.00 107390
300023771	Invoice	2026 CODE ENFORCEMENT DUES H. MENENDEZ		
	CALTRANS		02/12/2026	3,259.38 107391
SL260517	Invoice	OCT25-DEC25 SIGNALS & LIGHTING BILLING		
	CAPITAL INDUSTRIAL MEDICAL SUPPLY CO		02/12/2026	839.75 107392
168198	Invoice	FIRST AID SUPPLIES FOR COMMUNITY LIBRARY		
168216	Invoice	FIRST AID CABINET FOR COMMUNITY GARDEN		
	CARPINTERIA VALLEY LUMBER CO		02/12/2026	434.57 107393
581501	Invoice	HARDWARE TO REPAIR BEACH SHOWER @ LINDEN		
581515	Invoice	REPLACE OUTLET COVERS AT SEASIDE BUILDING		
581599	Invoice	HARDWARE TO REPAIR BEACH SHOWER @ LINDEN		
582537	Invoice	WAX RING FOR URINAL AT ASH BEACH RESTROOM		
582555	Invoice	MATERIALS FOR BENCH SPONSORSHIP PLAQUE DOWNTOWN T		
582741	Invoice	LED LIGHTS FOR POOL, TOOLS FOR UNIT 420		
582809	Invoice	DRILL BIT SET, GLOVES FOR A. VEGA		
582829	Invoice	3 EA. KITCHEN SINK STRAINERS FOR VETS HALL SINKS		
582931	Invoice	COMPACTION TAMPER TOOL FOR PUBLIC WORKS		
583153	Invoice	MARKING FLAGS FOR COMMUNITY GARDEN PLANTS		
	CARPINTERIA VALLEY WATER DISTRICT		02/12/2026	18,720.93 107394
CARP CITY JAN26 SERVICE	Invoice	JAN26 WATER FOR MULTIPLE LOCATIONS		
	CDW LLC		02/12/2026	281.49 107395
AH68X1C	Invoice	SAMSUNG 990 PRO HARD DRIVE FOR CITY HALL		
AH6LE6A	Invoice	1 EA. ADOBE ACROBAT LICENSE		
AH7K33H	Invoice	WIRELESS KEY BOARD FOR M. RAMIREZ		
	COASTAL VIEW NEWS		02/12/2026	572.00 107396
63184	Invoice	ABOP AD 1/22/26		
63197	Invoice	SUMMARY OF PROPOSED ORDINANCE AD 1/29/26		
63198	Invoice	NOTICE OF PUBLIC HEARING AD 1/29/26		
	COUNTY SANITATION COMPANY INC STEWARTS & SELZER PLUMBING		02/12/2026	920.00 107397
67350	Invoice	CLEAR OUT RAGS IN MAIN LINE AT LIBRARY 1/15/26		
67362	Invoice	CLEAR PAPER TOWELS, WIPES AT LIBRARY 1/21/26		
	DENNIS MITCHELL		02/12/2026	800.00 107398
0109	Invoice	DTBAB RADIO COMMERCIALS DOWNTOWN T		
	EVERYWHERE RIGHT NOW		02/12/2026	190.00 107399
4669	Invoice	JAN26 WEBSITE UPDATES FOR MEDIA		
	GOLD COAST WATER POLO CLUB		02/12/2026	300.00 107400
INV0008721	Invoice	FALL 25 WATER POLO LEAGUE FEE		
	GRACENOTE		02/12/2026	80.26 107401
150046164	Invoice	FEB26 LISTING DISTRIBUTION SERVICES-GATV		
	GRAINGER		02/12/2026	12.77 107402

9785492225	Invoice	BLUE MASKING TAPE FOR M. GONZALEZ		
	ID WORKS LLC		02/12/2026	383.74 107403
E42256	Invoice	POLO SHIRTS & JACKETS FOR NEW EMPLOYEES		
	IWORQ SYSTEMS		02/12/2026	10,550.00 107404
215130	Invoice	SOFTWARE MANAGEMENT & SUPPORT 03/2026-02/2027		
	JACK'S BISTRO		02/12/2026	863.28 107405
INV0008705	Invoice	FOOD FOR AGE WELL DANCE ANNUAL EVENT		
	KANOPY		02/12/2026	199.00 107406
490747 - PPU	Invoice	JAN26 LIBRARY VIDEOS		
	MNS ENGINEERS INC		02/12/2026	2,278.88 107407
92769	Invoice	JAN26 ENGINEERING SERVICES-5115 OGAN ROAD		
92771	Invoice	JAN26 ENGINEERING SERVICES-5885 CARPINTERIA AVE		
	MONICA GALLARDO		02/12/2026	100.00 107408
INV0008722	Invoice	PARK DEPOSIT REFUND		
	MRS ENVIRONMENTAL INC		02/12/2026	25,909.27 107409
600-2026-01	Invoice	JAN26 OIL & GAS ON CALL ENVIRONMENTAL SERVICES		
	NGU DRONE PHOTOGRAPHY LLC		02/12/2026	3,070.00 107410
1039	Invoice	PUBLIC WORKS PROMOTION VIDEO 1/19/26		
1040	Invoice	PUBLIC WORKS PROMOTION VIDEO 1/20/26		
1041	Invoice	PUBLIC WORKS PROMOTION VIDEO 1/26/26		
1042	Invoice	PUBLIC WORKS PROMOTION VIDEO 1/30/26		
	NOAH ALVARA		02/12/2026	136.99 107411
INV0008706	Invoice	REPLENISH PETTY CASH		
	ON DUTY UNIFORMS INC		02/12/2026	2,745.47 107412
3841	Invoice	LIFE GUARD UNIFORMS - POOL AND BEACH		
	OVERDRIVE INC.		02/12/2026	940.46 107413
01352CO26014162	Invoice	JAN26 EBOOKS/AUDIOBOOKS FOR LIBRARY		
	REYNALDOS		02/12/2026	150.00 107414
INV0008713	Invoice	CUPCAKES FOR AGE WELL PROGRAM EVENT		
	RISDON'S 76 SERVICE		02/12/2026	70.00 107415
JAN26 CITY	Invoice	JAN26 CAR WASHES FOR CITY VEHICLES		
	ROCKWELL PRINTING		02/12/2026	70.25 107416
48828	Invoice	LARGE PRINT OF DOG PARK PLANS FOR ARB REVIEW		
	SANTA BARBARA BICYCLE COALITION		02/12/2026	12,178.00 107417
1479	Invoice	DEC25 GRANT REIMBURSEMENT		
	SANTA BARBARA PEST CONTROL		02/12/2026	235.00 107418
61898	Invoice	JAN26 PEST CONTROL AT VETS HALL		
61899	Invoice	JAN26 PEST CONTROL AT CITY HALL		
	SILVER STATE COMMERCIAL REFRIGERATION LLC		02/12/2026	1,750.00 107419
INV19439	Invoice	HVAC PREVENTATIVE MAINT. LIBRARY, VETS HALL, MTG R		
INV19751	Invoice	HVAC PREVENTATIVE MAINTENANCE CITY HAL 1/5/26		
	SITEONE LANDSCAPE SUPPLY (ALL AROUND)		02/12/2026	79.55 107420
162196569-001	Invoice	SHOVEL, RAKE FOR UNIT 333		
	SO CA EDISON		02/12/2026	2,473.45 107421
JAN26 700201069122	Invoice	JAN26 ELECTRICITY-101 ASH AVE		
JAN26 700230547624	Invoice	JAN26 ELECTRICITY-5103 CARPINTERIA AVE		
JAN26 700255596559	Invoice	JAN26 ELECTRICITY-100 LINDEN AVE		
JAN26 700264659490	Invoice	JAN26 ELECTRICITY-1115 LINDEN AVE B PED		
JAN26 700274833982	Invoice	JAN26 ELECTRICITY-901 CACTUS LN EV EV		
JAN26 700477662295	Invoice	JAN26 ELECTRICITY-901 CACTUS LN LGHT LGHT		
JAN26 700525378417	Invoice	JAN26 ELECTRICITY-931 WALNUT & 4851 5TH ST		
JAN26 700604790697	Invoice	JAN26 ELECTRICITY-CAPP AV/CSTS PAS 609		
JAN26 700827356389	Invoice	JAN26 ELECTRICITY-5300 CARPINTERIA AVE TC1 TC1		
	SO CAL GAS		02/12/2026	5,982.70 107422

JAN26 006 514 2700 7	Invoice	NATURAL GAS 5305 CARPINTERIA AVE (POOL)			
JAN26 014 914 3239 7	Invoice	NATURAL GAS 5103 CARPINTERIA AVE (FRIENDS OF THE L			
JAN26 016 913 9500 6	Invoice	NATURAL GAS 5775 CARPINTERIA AVE (CITY HALL)			
JAN26 140 914 3084 4	Invoice	NATURAL GAS 941 WALNUT AVE (VETS HALL)			
	SOLID WASTE SOLUTIONS INC		02/12/2026	2,039.25	107423
235	Invoice	JAN26 SOLIDWASTE PROFESSIONAL SERVICES			
	SOLO REPROGRAPHICS		02/12/2026	75.27	107424
V49774	Invoice	DIGITAL SETUP MONTE VISTA DOG PARK			
V50105	Invoice	PRINT PLANS FOR MONTE VISTA DOG PARK			
	TVSB		02/12/2026	1,997.50	107425
NS2403	Invoice	JAN26 VIDEO PRODUCTION SERVICES			
	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA		02/12/2026	188.63	107426
120260176	Invoice	FEB26 NEW TICKET CHARGES & DATABASE			
25-262395	Invoice	FEB26 CA STATE REGULATORY FEE			
	UNION PACIFIC RAILROAD COMPANY		02/12/2026	60.00	107427
90154787	Invoice	PLAN REVIEW RINCON TRAIL PROJECT			
	UNITED STATES LIFESAVING ASSOCIATION		02/12/2026	500.00	107428
4945	Invoice	USLA BEACH AGENCY CERTIFICATION			
	WATKINS FENCE CO.		02/12/2026	10,000.00	107429
CC02062026	Invoice	COMMUNITY LIBRARY PATIO REPLACEMENT PROGRESS PAYME			
	WAXIE SANITARY SUPPLY		02/12/2026	1,189.37	107430
83754904	Invoice	BATH TISSUE, TORK TOWELS 1/28/26			
83754905	Invoice	BATH TISSUE, TRASH BAGS CITY HALL 1/28/26			
	ZWORLD GIS		02/12/2026	3,200.00	107431
30000012	Invoice	JAN26 MAPPING/GIS SERVICES			
	CalPERS HEALTH		02/05/2026	65,014.40	DFT0003601
100000018183579	Invoice	FEB26 HEALTH PREMIUMS			
	CalPERS HEALTH		02/05/2026	9,537.88	DFT0003602
100000018183582	Invoice	FEB26 HEALTH PREMIUMS			
	EDD-SIT		02/04/2026	7,493.93	DFT0003605
PR03 2/5/26	Invoice	PR03 2/5/26 EDD PIT TAX DEPOSIT			
	EDD-SDI		02/05/2026	2,655.81	DFT0003606
PR03 2/5/26	Invoice	PR03 2/5/26 EDD SDI TAX DEPOSIT			
	CalPERS		02/05/2026	13,346.80	DFT0003607
1/17/26-1/30/26 CLASSIC	Invoice	CALPERS CLASSIC CONTRIBUTIONS 1/16/26-1/30/26			
	CalPERS		02/05/2026	17,514.42	DFT0003608
1/16/26-1/30/26 PEPRA	Invoice	CALPERS PEPRA CONTRIBUTIONS 1/16/26-1/30/26			
	INTERNAL REVENUE SERVICE		02/05/2026	23,309.01	DFT0003609
PR03 2/5/26	Invoice	PR03 2/5/26 FEDERAL TAX DEPOSIT			



City of Carpinteria

COUNCIL AGENDA STAFF REPORT

ITEM FOR COUNCIL CONSIDERATION

Contracts Executed by the City Manager on behalf of the City for the Period of January 6, 2026 through February 2, 2026.

STAFF RECOMMENDATION

Receive and file the Report of Contracts Executed by the City Manager for the Period of January 6, 2026 through February 2, 2026.

DISCUSSION

The City Manager is delegated authority by the Carpinteria Municipal Code (CMC) §2.08.150(B) to execute contracts on behalf of the City in the amount of \$50,000 or less. Pursuant to CMC §2.08.150(C), a list of all contracts executed by the City Manager is provided for City Council information and included as Attachment A.

Attachment A lists all contracts entered into on behalf of the City for goods, construction, and services for the Period of January 6, 2026 through February 2, 2026.

FINANCIAL CONSIDERATIONS

All contracts entered into are within the appropriated budget amounts.

ATTACHMENTS

- A. Report of Contracts Executed by the City Manager

Staff contact:

Brian C. Barrett, City Clerk

(805) 755-4403, brianb@carpinteriaca.gov


Signature

Reviewed by: Ryan Kintz, Assistant City Manager

(805) 755-4400; ryank@carpinteriaca.gov


Signature

ATTACHMENT A

Report of Contracts Executed by the City Manager Period of January 6, 2026 through February 2, 2026

VENDOR	AMOUNT	PURPOSE
Big Green Cleaning Company	\$31,602.00	Janitorial Services Agreement at City Facilities
County of Santa Barbara, Department of Social Services	\$10,695.00	Memorandum of Understanding for 211 Helpline Services Financial Contribution
California Coastal Commission	(\$340,500.00)	Second Amendment to Grant Agreement for \$340,500 for updating the City of Carpinteria Coastal Land Use Plan/General Plan and Zoning Ordinance



City of Carpinteria

COUNCIL AGENDA STAFF REPORT

ITEM FOR COUNCIL CONSIDERATION

Monthly City Treasurer's Report on Compliance with the Statement of Safekeeping and Investment of Public Funds.

STAFF RECOMMENDATION

Receive and file the report.

Sample Motion: I move to receive and file the report.

BACKGROUND / DISCUSSION

The City Council of Carpinteria serves as the trustee of the City's public funds and is authorized to make investment decisions in accordance with the Prudent Investor Standard. The Prudent Investor Standard of the California Government Code Section 53600.3 states:

"When investing, reinvesting, purchasing, acquiring, exchanging, selling or managing public funds, a trustee shall act with care, skill, prudence and diligence under circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated need of the City that a prudent person in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the City."

The standard of prudence to be used by investment officials shall be applied in the context of managing the overall portfolio.

Trustees are those persons authorized to make investment decisions on behalf of a local agency. Trustees or City Investment Officials, acting in accordance with investment policy and exercising due diligence, shall be relieved of personal responsibility for an individual security's credit risk changes or market price changes, provided deviations from expectations are reported in a timely manner and appropriate action is taken to address adverse developments.

The purpose of this agenda item is to provide the City Council with the required monthly Treasurer's Report (Attachment A).

POLICY CONSISTENCY

The City is in compliance with the adopted Statement of Safekeeping and Investment of Public Funds.

FINANCIAL CONSIDERATIONS

Cash Statement: On January 31, 2026, the City held cash and cash investments as shown in Table 1 below.

Table 1

<u>CASH ACTIVITY FOR THE MONTH:</u>	
Cash and Investment Beginning of the Month	\$ 15,609,994.99
Cash Receipts	(5,078,346.80)
Cash Disbursements	5,423,958.25
Cash and Investment End of the Month	<u>\$ 15,955,606.44</u>

Investments:

Changes in the market value of treasury securities are inversely proportional to changes in interest rates demanded in the open market (i.e., when rates rise, market values fall, when rates fall, market values rise). The sensitivity of a portfolio's market value to these changes in market rates is a function of its days to maturity and coupon rate. Securities with longer maturities and/or lower coupon rates are more sensitive to changes in market interest rates. As a security matures, changes in its value become less sensitive to market rate fluctuations.

As of January 31, 2026, the portfolio's average days to maturity was 2.28 years, the average coupon rate was 3.19%, the average yield to maturity was 3.66%, the par value was \$9,750,000, and the market value was \$9,772,636.39

The City does not intend, nor does it have any foreseeable need, to sell its securities. The City's investment policy provides that all securities will be held to maturity, and securities so held are redeemed at par value, resulting in no net market gain or loss.

Attachment A provides the City Council with the Treasurer's Report, detailing all investments and cash activity for the month.

The City of Carpinteria can meet all expenditure obligations that may reasonably be anticipated for the next six-month period from February 1, 2026, to August 1, 2026.

LEGAL

This report has been prepared in compliance with California Government Code Sections 53600 and 53646.

PRINCIPAL PARTIES EXPECTED AT MEETING

None.

ATTACHMENTS

Attachment A: City of Carpinteria Monthly Treasurer's Report

Prepared by:
Noah Alvara, Accounting Technician
noaha@carpinteriaca.gov; (805) 755-4422



Signature

Staff contact:
Licette Maldonado, Administrative Services Director
licettem@carpinteriaca.gov; (805) 755-4448



Signature

Reviewed by:
Ryan Kintz, Assistant City Manager
ryank@carpinteriaca.gov; (805) 755-4400



Signature

Reviewed by:
Michael Ramirez, City Manager
michaelr@carpinteriaca.gov; (805) 755-4450



Signature

ATTACHMENT A
City Treasurer's Monthly Report

CITY OF CARPINTERIA TREASURER'S REPORT
For the Month Ended January 2026

CASH ACTIVITY FOR THE MONTH:

Cash and Investment Beginning of the Month	\$ 15,609,994.99
Cash Receipts	(5,078,346.80)
Cash Disbursements	5,423,958.25
Cash and Investment End of the Month	<u>\$ 15,955,606.44</u>

CASH AND INVESTMENT PORTFOLIO:

<u>Type of Investment/Coupon/CUSIP #</u>	<u>Institution/Issuer</u>	<u>Yield to Maturity</u>	<u>Maturity Date</u>	<u># Days to Maturity</u>	<u>Par Value</u>	<u>Market Value (1)</u>	<u>Book Value (2)</u>
Demand Deposit - General Checking	Montecito Bank	N/A	N/A	N/A	1,627,106.92	1,627,106.92	290,654.68
Demand Deposit - Premier Public Money Market	Montecito Bank	N/A	2/1/2026	1	238,541.53	238,541.53	1,890,292.61
Demand Deposit - Section 125 Checking	Montecito Bank	N/A	N/A	N/A	6,484.07	6,484.07	9,001.74
Demand Deposit - Payroll Checking	Montecito Bank	N/A	N/A	N/A	5,000.00	5,000.00	5,000.00
Local Agency Investment Fund	State of California	0.22%	2/1/2026	1	1,581,377.06	1,581,377.06	1,598,097.96
Demand Deposit - Money Market	Charles Schwab	N/A	2/1/2026	1	2,334,684.12	2,334,684.12	2,596,399.35
Treasury Note, 1.625%, (912828P46)	U.S. Government	1.56%	2/15/2026	15	250,000.00	249,716.78	250,595.69
Treasury Note, 0.5%, (91282CBQ3)	U.S. Government	1.28%	2/25/2026	25	250,000.00	249,365.23	242,113.19
Treasury Note, 0.75%, (91282CBT7)	U.S. Government	1.28%	3/31/2026	59	250,000.00	248,847.65	244,459.30
Treasury Note, 0.75%, (91282CCF6)	U.S. Government	1.34%	5/31/2026	120	250,000.00	247,617.18	243,702.50
Treasury Note, 0.875%, (91282CCJ8)	U.S. Government	1.35%	6/30/2026	150	250,000.00	247,177.73	244,821.96
Treasury Note, 1.625%, (91282YQ7)	U.S. Government	4.00%	10/31/2026	273	250,000.00	246,347.65	227,869.30
Treasury Note, 2%, (91282U24)	U.S. Government	4.31%	11/15/2026	288	250,000.00	246,894.53	228,317.27
Treasury Note, 1.25%, (91282CDK4)	U.S. Government	1.28%	11/30/2026	303	250,000.00	245,263.65	249,602.02
Treasury Note, 1.5%, (912828Z78)	U.S. Government	3.64%	1/31/2027	365	250,000.00	245,000.00	231,040.31
Treasury Note, 2.25%, (912828V98)	U.S. Government	4.29%	2/15/2027	380	250,000.00	246,679.68	229,819.14
Treasury Note, 2.5%, (91282CEF4)	U.S. Government	3.96%	2/16/2027	381	250,000.00	246,982.40	235,031.06
Treasury Note, 2.75%, (91282CEN7)	U.S. Government	3.71%	4/30/2027	454	250,000.00	247,617.18	241,094.62
Treasury Note, 3.25%, (91282CEW7)	U.S. Government	3.70%	6/30/2027	515	250,000.00	249,042.95	245,668.13
Treasury Note, 3.125%, (91282CFH9)	U.S. Government	4.19%	8/31/2027	577	250,000.00	248,437.50	238,232.21
Treasury Note, 4.125%, (91282CFU0)	U.S. Government	4.02%	10/31/2027	638	250,000.00	252,431.63	250,962.10
Treasury Note, 2.25%, (9128283F5)	U.S. Government	4.01%	11/15/2027	653	250,000.00	244,462.88	232,267.50
Treasury Note, 3.875%, (91282CGC9)	U.S. Government	4.01%	12/31/2027	699	250,000.00	251,542.95	248,750.00
Treasury Note, 4%, (91282CGPO)	U.S. Government	3.99%	2/29/2028	759	250,000.00	252,226.55	249,990.24
Treasury Note, 3.625%, (91282CGT2)	U.S. Government	4.15%	2/29/2028	759	250,000.00	250,380.85	244,990.00
Treasury Note, 4%, (91282CHK0)	U.S. Government	4.14%	3/31/2028	790	250,000.00	252,519.53	248,593.75
Treasury Note, 4.125%, (91282CHQ7)	U.S. Government	4.13%	7/31/2028	912	250,000.00	253,310.53	249,920.00
Treasury Note, 4.375%, (91282CHX2)	U.S. Government	4.23%	8/31/2028	943	250,000.00	254,794.90	251,445.00
Treasury Note, 4.625%, (91282CJA0)	U.S. Government	4.52%	9/30/2028	973	250,000.00	256,542.95	251,015.00
Treasury Note, 4.875%, (91282CJF9)	U.S. Government	4.52%	10/31/2028	1004	250,000.00	258,251.95	253,583.99

CITY OF CARPINTERIA TREASURER'S REPORT
For the Month Ended January 2026

Treasury Note, 4.375%, (91282CJN2)	U.S. Government	4.21%	11/30/2028	1034	250,000.00	255,126.95	251,775.00
Treasury Note, 3.75%, (91282CJR3)	U.S. Government	4.50%	12/31/2028	1065	250,000.00	250,986.33	242,177.50
Treasury Note, 4.25%, (91282CKD2)	U.S. Government	4.48%	2/28/2029	1124	250,000.00	254,531.25	247,505.21
Treasury Note, 4.125%, (91282CKG5)	U.S. Government	4.37%	3/31/2029	1155	250,000.00	253,652.33	247,724.61
Treasury Note, 4.5%, (91282CKT7)	U.S. Government	4.37%	5/31/2026	120	250,000.00	256,582.03	251,259.77
Treasury Note, 4.25%, (91282CKX8)	U.S. Government	4.25%	6/30/2029	1246	250,000.00	254,687.50	248,750.00
Treasury Note, 3.625%, (91282CLK5)	U.S. Government	3.56%	8/31/2029	1308	250,000.00	249,531.25	250,556.41
Treasury Note, 3.5%, (91282CLN9)	U.S. Government	3.56%	9/30/2029	1338	250,000.00	248,417.95	249,433.47
Treasury Note, 4.125%, (91282CLR0)	U.S. Government	4.34%	10/31/2029	1369	250,000.00	253,671.88	247,675.78
Treasury Note, 4.125%, (91282CMA6)	U.S. Government	4.13%	11/30/2029	1399	250,000.00	253,691.40	247,333.99
Treasury Note, 4.375%, (91282CMD0)	U.S. Government	4.34%	12/31/2029	1430	250,000.00	255,996.08	250,341.80
Treasury Note, 3.625%, (91282CNX5)	U.S. Government	3.70%	8/31/2030	1673	250,000.00	248,398.43	249,218.75
Treasury Note, 3.625%, (91282CPA3)	U.S. Government	3.70%	9/30/2030	1703	250,000.00	248,320.30	249,140.63
Treasury Note, 3.625%, (91282CPD7)	U.S. Government	3.71%	10/31/2030	1734	250,000.00	248,222.65	249,060.63
Treasury Note, 3.75%, (91282CJQ5)	U.S. Government	3.72%	12/31/2030	1795	250,000.00	249,365.23	250,322.27
					15,543,193.70	15,565,830.09	15,955,606.44

REPORT ON COMPLIANCE WITH STATEMENT OF SAFEKEEPING AND INVESTMENT OF PUBLIC FUNDS

The City is in compliance with the adopted Statement of Safekeeping and Investment of Public Funds.

REPORT OF ABILITY TO MEET REQUIRED EXPENDITURES FOR THE NEXT SIX MONTHS

Based upon currently budgeted revenues and expenditures, the City currently has sufficient liquid financial resources to meet anticipated expenditures during the period 2/01/26 through 08/01/26.

WEIGHTED AVERAGE MATURITY OF PORTFOLIO

As of January 31, 2026 the weighted average days to maturity of the City's investment portfolio is 2.28 years.

FOOTNOTES TO REPORT/DEFINITION OF TERMS:

(1) The market value of U.S. Government Securities was provided by the custodial agent, Charles Schwab.

For the Local Agency Investment Fund the market value represents the contract value.

For all other investments, the market value is equal to book value.

(2) Book value of demand deposits equals the bank balance minus outstanding checks plus deposits-in-transit.

Yield to Maturity (YTM): The percentage rate of return for the note assuming that the City holds the asset until its maturity date. It is the sum of all its remaining coupon payments.

Par Value: Equals face value of security (value of the security when it reaches maturity).

Market Value: The last price for which a security was bought or sold. In this case, the value as of the last day of the month of this report.

Book Value: The amount at which the security is carried in the City's accounting records (adjusted at year-end for GASB 40 reporting purposes).



City of Carpinteria

COUNCIL AGENDA STAFF REPORT

ITEM FOR COUNCIL CONSIDERATION

Agreement for Operation of a Countywide Library System between the County of Santa Barbara and the City of Carpinteria.

STAFF RECOMMENDATION

Approve and authorize the Mayor to execute the Library Agreement between the County of Santa Barbara and the City of Carpinteria.

Sample Motion: I move to approve and authorize the Mayor to execute the Library Agreement between the County of Santa Barbara and the City of Carpinteria.

BACKGROUND

On July 1, 2022, the City of Carpinteria began managing the Carpinteria Community Library in the established Library Zone 5. Zone 5 includes the City of Carpinteria and unincorporated areas from the Ventura County Line to Toro Canyon. The service area population estimate for Zone 5 for fiscal year 2025-2026 is 16,483.

As one of the five Managing Cities¹ providing library services to unincorporated areas and branch libraries within Santa Barbara County, the City of Carpinteria is required to enter the Library Agreement with the County for the operation of the Countywide Library System (Attachment A).

Each year the County of Santa Barbara enters into a Library Agreement with the Managing Cities in order to operate a network of library services. The stated purpose of the Library Agreement is to provide open access to resources and ideas that inspire learning, promote reading, and enhance community life to all inhabitants of the County of Santa Barbara. Having a Library Agreement in place ensures that service levels remain consistent across the County. Library users frequently cross jurisdictional boundaries;

¹ Includes Santa Barbara, Lompoc, Santa Maria, Goleta, and Carpinteria

therefore, offering a Countywide network of libraries best serves the needs of the community.

The Agreement was executed by the County Board of Supervisors Chair and the Minute Order from December 16, 2025 is shown as Attachment B.

DISCUSSION

The Agreement includes provisions concerning the minimum standards by which libraries in the Countywide Library System are operated as well as how county funding is allocated to Managing Cities.

The Countywide Library Agreement provides funding at a per capita rate of \$9.42 based on the County's service area population estimate for Zone 5 for fiscal year 2025–2026. Under the Agreement, the County's contribution to the Carpinteria Community Library for FY 2025–2026 is \$155,344.

POLICY CONSISTENCY

The Library programs and resources are consistent with the actions of the City Council concerning the establishment of a municipal library.

FINANCIAL CONSIDERATIONS

Under the terms of the Agreement, Carpinteria will receive \$155,344 in Santa Barbara County contribution to the overall Library budget. The County per capita funding, Measure X funds, grants, and funding from the Friends of the Carpinteria Library help the Carpinteria Community Library meet its budgetary needs.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The Countywide Library Agreement has been reviewed by the City Attorney, with only minor changes made to reflect per capita allocations and service area population.

OPTIONS

1. Approve the Agreement for Operation of a Countywide Library System between the County of Santa Barbara and the City of Carpinteria.
2. Not approve the Agreement for Operation of a Countywide Library System between the County of Santa Barbara and the City of Carpinteria and direct staff to bring a revised Library System Agreement to Council at a future date.
3. Not approve the Agreement for Operation of a Countywide Library System between the County of Santa Barbara and the City of Carpinteria.

PRINCIPAL PARTIES EXPECTED AT MEETING

No principal parties expected at the meeting.

ATTACHMENTS

- A. Agreement for Operation of a Countywide Library System
- B. Santa Barbara County Minute Order of December 16, 2025

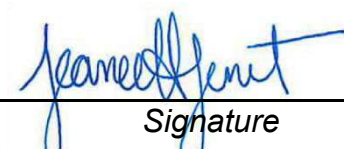
Staff contact:

Eric Castro, City Librarian
(805) 684-4314, ericc@carpinteriaca.gov



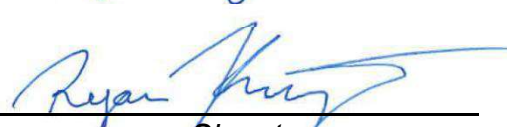
Signature

Staff contact: Jeanette Gant, Director of Parks,
Recreation and Community Services
(805) 755-4449, jeanetteg@carpinteriaca.gov



Signature

Reviewed by: Ryan Kintz, Assistant City Manager
(805) 755-4400, ryank@carpinteriaca.gov



Signature

Reviewed by: Michael Ramirez, City Manager
(805) 755-4450, michaelr@carpinteriaca.gov



Signature

ATTACHMENT A

Agreement for Operation of a Countywide Library System

FY 2025-2026 Agreement for Operation of a Countywide Library System

**AGREEMENT FOR OPERATION OF A FREE COUNTYWIDE LIBRARY
SYSTEM**

THIS AGREEMENT FOR OPERATION OF A FREE COUNTYWIDE LIBRARY SYSTEM (“Agreement”) is hereby made by and among:

THE COUNTY OF SANTA BARBARA, a political subdivision of the State of California hereinafter, referred to as “County,”

CITY OF SANTA BARBARA, a municipal corporation, hereinafter referred to as “Santa Barbara,” and

CITY OF LOMPOC, a municipal corporation, hereinafter referred to as “Lompoc,” and

CITY OF SANTA MARIA, a municipal corporation, hereinafter referred to as “Santa Maria,” and

CITY OF CARPINTERIA, a municipal corporation, hereinafter referred to as “Carpinteria,” and

CITY OF GOLETA, a municipal corporation, hereinafter referred to as “Goleta” (Santa Barbara, Carpinteria, Lompoc, Santa Maria, and Goleta hereinafter referred to collectively as the “Managing Cities” and each individually as a “Managing City”).

WITNESSETH THAT:

WHEREAS, the parties hereto desire to operate a Countywide network of library services that provide for all inhabitants of the County of Santa Barbara open access to diverse resources and ideas that inspire learning, promote reading and enhance community life; and

WHEREAS, the parties hereto desire to contract for the furnishing to all inhabitants of the County, including residents within cities, an equitable level of Countywide library services; and

WHEREAS, the parties hereto recognize that, because library users cross jurisdictional boundaries, a Countywide network of library services best serves the needs of all users; and

WHEREAS, the parties hereto believe such services can be most efficiently provided through the use of existing facilities within and outside of the five Managing Cities without the creation of County-operated duplicate establishments; and

FY 2025-2026 Agreement for Operation of a Countywide Library System

WHEREAS, the parties hereto believe the fairest method of equalizing County funding for library services is for the County to contribute to the Managing Cities a given and equal amount of money for each person residing within their respective zones, with additional funds allocated annually for County branch libraries as hereinafter provided; and

WHEREAS, the parties hereto desire to memorialize herein their agreement that the sums hereinafter specified will be sufficient contribution by the County during the term of this Agreement; and

WHEREAS, each Managing City, with the exception of Santa Barbara, is a member of the Black Gold cooperative library system, a service agency established by the authorization of the Public Library Development Act of 1963, since such membership is extended to the incorporated as well as the unincorporated areas of the County; and

WHEREAS, it is the intent of the parties hereto to use reliable local public revenue to fund core library services; federal, state and philanthropic money, if available, shall be used to supplement, but not supplant, local revenues appropriated for public libraries; and

WHEREAS, in order to maintain service levels, funding from the County, Managing Cities and other jurisdictions should include annual increases according to an accepted regional consumer price index; and

WHEREAS, the parties hereto desire to work together and with other jurisdictions to increase funding and service levels for the Countywide network of library services.

NOW, THEREFORE, the parties hereto agree as follows:

1. Designated Representative

County's Community Services Department ("CSD") Director is the designated representative of County, and will administer this Agreement for and on behalf of County. Each of the Managing Cities' respective Library Directors is the designated representative for such Managing City. Each party hereto shall notify each of the other parties hereto in the event of a change of such party's designated representative.

FY 2025-2026 Agreement for Operation of a Countywide Library System

2. Services to be Rendered

A map of Santa Barbara County Library Zones (“Zones,” and each a “Zone”) is attached hereto as Exhibit A and incorporated herein by reference (“Zone Map”). Each Managing City shall assume and provide the services of a public library for the Zone assigned to such Managing City hereunder, including, but not limited to, within the incorporated cities within such Zone, as described in greater detail in Section 5, below. The Library Director for each Managing City shall plan and administer a consolidated library program in the incorporated and unincorporated areas of the such Managing City’s Zone.

All materials purchased by a jurisdiction within the County of Santa Barbara shall be available to all residents within the County of Santa Barbara via a direct loan or interlibrary loan, without charge. Each Managing City is encouraged to build collections that reflect community needs and wants within its assigned Zone, and may set restrictions on interlibrary loans of certain materials such as new titles and high demand items (for a period up to six (6) months), reference materials, and rotating or rental collections.

3. Term

The term of this Agreement shall be for the Fiscal Year 2025-2026, commencing on July 1, 2025, and terminating on June 30, 2026 (“Term”), unless earlier terminated in accordance with the provisions of this Agreement.

4. Termination by County or Withdrawal by Cities

At any time during the Term of this Agreement, County may, upon six-months’ prior written notice to each of the Managing Cities, terminate this Agreement. At any time during the Term of this Agreement, each Managing City may, upon six-months’ prior written notice to County and each of the other Managing Cities, withdraw from and cease to be a party to this Agreement. If any Managing City withdraws from this Agreement, then such Managing City shall repay to the County funds previously distributed to that Managing City hereunder on a pro rata basis with respect to the number of days remaining in the Term after such withdrawal becomes effective.

FY 2025-2026 Agreement for Operation of a Countywide Library System

5. Library Zones

Each Managing City shall have the primary obligation to provide library services within the Zone assigned to such Managing City, as described in greater detail below.

a. Santa Barbara shall furnish library services to all persons inhabiting **Zone 1**, including the City of Santa Barbara, and the unincorporated areas of Montecito, Summerland, and Mission Canyon.

b. Lompoc shall furnish library services to all persons inhabiting **Zone 2**, including the City of Lompoc, and the unincorporated areas of the communities of Mission Hills, Vandenberg Village, and all of Vandenberg Space Force Base.

c. Santa Maria shall furnish library services to all persons inhabiting **Zone 3**, including the Cities of Guadalupe and Santa Maria, and the unincorporated areas of the communities of Cuyama, Los Alamos, and Orcutt.

d. Goleta shall furnish library services to all persons inhabiting **Zone 4**, including the Cities of Goleta, Solvang, and Buellton, and the unincorporated areas of the communities of the Eastern Goleta Valley, Community Service Area 3 (CSA 3), Isla Vista, Gaviota, Hope Ranch, Los Olivos, and Santa Ynez.

e. Carpinteria shall furnish library services to all persons inhabiting **Zone 5**, including the City of Carpinteria and the unincorporated area of Toro Canyon.

f. Subject to County's contribution as set forth in Section 6.a, below, no Managing City may change the level of service (*i.e.*, hours of operations or staffing) provided at County library branches (defined below) within such Managing City's Zone ("Service Level Change") without first complying with the provisions of this Section 5.f. the CSD Director or his or her designee ("CSD Director"). Any changes to the level of service must also be presented to the Library Advisory Committee for input. Each Managing City must provide written notice of each proposed or pending Service Level Change to the CSD Director and the Library Advisory Committee at least 90 days prior to implementation of such Service Level Change. Following receipt of such Service Level Change notice, the CSD Director will schedule a time for such Managing City to present such proposed Service Level Change to, and consult with, the Library Advisory Committee regarding same. The CSD Director or his or her designee will consult with such Managing City's Library Director within 30 days of the CSD Director's receipt of such Service Level Change notice. Such Managing City and its Library Director shall duly take into

FY 2025-2026 Agreement for Operation of a Countywide Library System

consideration input from the CSD Director and the Library Advisory Committee regarding such proposed Service Level Change. “County library branches” include: County/City branch libraries within the Cities of Buellton, Solvang, and Guadalupe, referred to in this agreement as a “partner city” or “partner cities,” as well as County branch libraries in the unincorporated areas of Montecito, Vandenberg Village, Orcutt, Los Alamos, and Cuyama.

6. Deposit and Allotment of Funds

Contribution for FY 2025/26:

- a. County agrees to contribute \$5,147,814 in Fiscal Year 2024/25 (“County Contribution”), which sum includes (i) \$4,213,995 for library services (a per capita level of support of approximately \$9.42), to be used for operations and acquisition of books and materials for inhabitants of the County of Santa Barbara, and (ii) \$627,419 allocated to mitigate hours and programming reductions of County library branches at risk of reducing service levels. For the purpose of allocating the County Contribution among the Managing Cities for the 2025/2026 Fiscal Year, the parties hereto agree that the population count in each of the Zones, as determined in accordance with subpart 6.b, below, is as follows:

FY 2025-2026 Agreement for Operation of a Countywide Library System

Table 1:

Library Branch	FY 25-26 Population Estimates	FY 25-26 \$9.42 Base - Per Capita (incl. CPI)	FY 25-26 Cannabis/GFC Funding	FY 25-26 Small Library Fund	FY 25-26 Other County Funding	FY 25-26 Total County Funding by Zone
Santa Barbara/Eastside	91,294	860,401	-	-	-	860,401
Montecito	9,321	87,845	230,294	50,000	15,000	383,139
Zone 1	100,615	948,246	230,294	50,000	15,000	1,243,540
Lompoc	48,946	461,288	-	-	-	461,288
Vandenberg Village	10,454	98,527	40,033	15,000	-	153,560
Zone 2	59,400	559,815	40,033	15,000	-	614,848
Santa Maria	115,660	1,090,039	-	8,900	-	1,098,939
Cuyama	905	8,526	18,408	-	-	26,934
Guadalupe	8,711	82,100	30,249	-	-	112,349
Los Alamos	2,367	22,304	29,742	-	-	52,046
Orcutt	31,860	300,267	110,765	-	55,000	466,032
Zone 3	159,503	1,503,236	189,164	8,900	55,000	1,756,300
Goleta	65,078	613,328	-	-	130,000	743,328
Isla Vista	25,630	241,550	-	12,500	-	254,050
Buellton	10,212	96,238	71,777	-	-	168,015
Solvang	10,212	96,238	96,151	-	-	192,389
Zone 4	111,131	1,047,354	167,928	12,500	130,000	1,357,782
Carpinteria	16,483	155,344	-	-	-	155,344
Zone 5	16,483	155,344	-	-	-	155,344
General	-	-	-	-	20,000	20,000
Total	447,132	4,213,995	627,419	86,400	220,000	5,147,814

- b. Subject to County budgetary appropriations and availability of funds, the portion of the County Contribution to be allocated and paid to each Managing City shall be based on: population figures certified for January 1 of the immediately preceding fiscal year, and published in June of that year, as shown in the California State Library (Certification of Population Figures), but one year in arrears (e.g., FY 25/26 population based upon June 1, 2024 data). Notwithstanding the foregoing, in no event shall the amount paid to a Managing City hereunder exceed the amount set forth in the “FY 25/26 Total County Funding by Zone” column for such Managing City in Table 1, above.

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- c. Although the parties hereto acknowledge that Goleta may, in addition to the funds provided hereunder, receive other funds during the Term from County Service Area Number Three (“CSA No. 3”), established in 1990 by Measure L to fund the Goleta Valley Library via parcel tax assessment (“Measure L Funds”), this Agreement does not create, and shall not be construed as creating or giving rise to any duty, responsibility, obligation, promise, or liability on the part of the County with respect to the provision of Measure L Funds to Goleta or CSA No. 3. Goleta covenants and agrees that and Measure L Funds received by Goleta shall only be used for extended library facilities and services in CSA No. 3,
- d. Except as otherwise provided herein, the payments to be made by County to each Managing City hereunder shall be made in two installments: the first after execution of this Agreement by such Managing City, no earlier than October 1, 2025, but no later than February 1, 2026, and the second payment no earlier than March 1, 2026, but no later than April 1, 2026; provided, however, that payment to a Managing City hereunder shall be conditioned on such Managing City’s compliance with the reporting requirements hereunder.
- e. In the event that any of the funds allocated to a library hereunder are not expended during the Term, such unspent funds shall be retained by the Managing City that is assigned hereunder to the Zone in which such library is located for use after the Term for library services at such library branch.
- f. No funds paid by County to any Managing City hereunder shall be used for purposes other than such Managing City’s administration, maintenance, and operation of consolidated library services within such Managing City’s Zone. Any funds provided hereunder which are used for other purposes shall be reimbursed to County by the Managing City to whom such funds were disbursed hereunder.
- g. In addition to the County Contribution, the County shall work in good faith to secure funding commitments from each city in which a branch library is operated through separate agreements with those cities. Partner cities are expected to contribute an amount at least equal to County funding for libraries within their

FY 2025-2026 Agreement for Operation of a Countywide Library System

jurisdiction as shown in Table 1, above. Payments from partner cities shall be made according to the schedule set forth in Section 6.d, above.

- h. If a branch library moves from one Zone to another, or a new Zone is created for a branch library, the County may reserve a portion of funding allocated to the Managing City for the new Zone to reimburse the Managing City that administered such re-zoned branch library in its prior Zone for residual expenses for a period of one year after such relocation or re-zoning.

7. County Buildings

Ownership of branch library buildings and the land on which such buildings are situated or are to be situated, if situated on County land or purchased with County funds, shall be vested in County, and this Agreement shall not confer any rights on any Managing City to any such County-owned branch library building or real property in any Zone. County may designate any such County building(s) for use by a particular Managing City or Managing Cities to serve a particular Zone or Zones, or any portion thereof. In so designating County buildings, County shall consider the recommendations of the Library Advisory Committee, as well as public comments and other relevant information.

Each Managing City to which a branch building is designated shall maintain, repair, and operate such branch library building to the extent funding is available and in accordance with Section 9, below. Upon a change or termination of such building designations, the Managing City shall vacate such building and return such building to County in the same condition as the Managing City received it, usual wear and tear excepted.

8. Furnishings, Equipment and Supplies

The parties hereto agree all furnishings and equipment, including, but not limited to, books, shelves, desks, tables, chairs, study carrels, telecommunication and computer equipment and systems, office machines, appliances, fixtures and HVAC systems, that are contained in and designated for use solely in a branch library for which the County is responsible for the property insurance. Such branch library locations include Cuyama, Montecito, Solvang and Vandenberg Village. In all other locations, the furnishings and equipment of each branch library shall be

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deemed to be the property of the Managing City responsible for administering the Zone where such branch library is located.

Each Managing City shall solely be responsible for the cost of purchasing all office and restroom supplies needed for the operation of the branch libraries located within such Managing City's respective Zone ("Essential Supplies"), and shall notify the CSD Director in writing in the event that such Managing City lacks sufficient funding for such Essential Supplies, in which case, such Managing City may use funds provided hereunder for the stated purpose of purchasing such otherwise unaffordable Essential Supplies.

9. Facility Maintenance and Repair

Each Managing City shall perform all necessary maintenance, repairs, and replacements with respect to the branch libraries at locations owned by the County (i.e., Cuyama, Montecito, Solvang and Vandenberg Village) within such Managing City's Zone, in accordance with the Maintenance and Repair Responsibilities schedule attached hereto as Exhibit B and incorporated herein by reference, with the exception of the City of Carpinteria, which is subject to a separate 99-year lease agreement with the County. All such maintenance and repair work shall be done in a competent and workmanlike manner. Each Managing City shall notify the CSD Director in writing of any necessary maintenance or repairs to a County-owned branch within such Managing City's Zone that exceed the funds available to such Managing City hereunder. For maintenance and repairs that are the responsibility of County hereunder, each Managing City shall send a written request for service of such facilities within such Managing City's Zone to County at the address set forth below:

County of Santa Barbara, General Services Department
 Attn: General Services Facilities Manager, Scott Hosking
 1105 Santa Barbara Street, 2nd Floor
 Santa Barbara, CA, 93101
 Email: shosking@co.santa-barbara.ca.us
 Phone: 805.568.2533

Each Managing City is allowed to use the funds provided to such Managing City hereunder for the stated purpose of facility maintenance and repair of such Managing City's branch locations.

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10. Janitorial Services

Each Managing City shall be responsible for directly managing and paying costs for janitorial services at each branch location in its respective Zone, unless a supplemental agreement is made with a partner city. Each Managing City is allowed to use the funds provided to such Managing City hereunder for the stated purpose of janitorial services.

11. Utilities

Each Managing City shall be responsible for paying the utilities and connection costs associated with the branch locations in its respective Zone, unless a supplemental agreement is made with a partner city. The utility service costs shall include charges for electricity, water, natural gas, telephone, cable, internet, and sewer services. Each Managing City is allowed to use the funds provided to such Managing City hereunder for the stated purpose of paying utilities at its branch locations.

Since County is assuming responsibility for paying utilities (electricity, natural gas, refuse, and water) at the Solvang branch (located within Zone 4) and the Cuyama branch (located within Zone 3), County will withhold \$5,000 from its allocations to both Goleta (Zone 4) and Santa Maria (Zone 3), to cover the costs of such utilities. In June 2026, County will deduct the actual costs of such utilities from such withholdings, and then transfer any remaining balance to Goleta (Zone 4), and Santa Maria (Zone 3), as applicable. Any additional utility costs that are incurred with respect to any of the Montecito, Solvang, or Cuyama branch locations that are not directly charged to County will be paid by each Managing City responsible for administering such Zone (*i.e.*, Goleta for Solvang, Santa Maria for Cuyama, Santa Barbara for Montecito).

12. Administration Charges

Each Managing City may recover from the funds allocated to it hereunder an administrative charge, in an amount not to exceed 25% of such Managing City's annual operating budget, that is reasonable and sufficient to reimburse the Managing City for the costs and expenses necessary to provide library services pursuant to this Agreement. Such administration charges may include the following items:

- a. Administrative oversight including meetings with municipal leaders, Friends of the Library, and management from zone branch libraries; City Council meetings and

FY 2025-2026 Agreement for Operation of a Countywide Library System

presentations; County Library Advisory representation and reporting; development and management of annual budgets; and, strategic planning.

- b. Human Resources Management, including time sheets; payroll; staff evaluations processing; promotions; new hire and termination processing; scheduling; training; and, internal communications.
- c. Risk Management, including on the job injury and workers' compensation forms and reporting processing; and, building insurance reporting.
- d. Accounting, including reconciliation of cash receipts; materials (books, magazines, audio books, DVDs) purchases, receipts, and verification; invoice payment; digital vendor service initiation, purchase, and monitoring; and gift funds accounting.
- e. Information technology (IT), including the development, maintenance, and use of computer systems, software, networks, and equipment for the processing and distribution of voice and data communications.
- f. Reporting, including creation of reports to Federal, State and/or local authorities; quarterly and annual report generation for Santa Barbara County.
- g. Adult literacy, including tutor training; supervision of tutors and learners, workforce development.
- h. User account management, including shipment, returns, holds, problem solving accounts, managing disputes, and damaged and lost item management.
- i. Research and material access, including advanced research by librarians; interlibrary materials requests outside the cooperative system; gift materials processing; and, collection management.
- j. Other, including ordering supplies and equipment; centralized liaison for services and communications with external parties; publicity and public relations support; technical troubleshooting; and, website and social media updates.
- k. Allocated costs from Centralized City Departments, such as Information Technology, City Manager's Office, Legal Services, and Human Resources, in alignment with generally accepted cost accounting allocation principles.

FY 2025-2026 Agreement for Operation of a Countywide Library System

Each Managing City shall document the financial basis for such administration charges if the total combined branch administration charges exceed 10% of the total County payments to the Managing City hereunder.

13. Library Advisory Committee

County's Board of Supervisors has by appointment created a Library Advisory Committee. The term of office of each member of the Library Advisory Committee shall annually and automatically renew each year, unless replaced at the pleasure of the Board of Supervisors or by request of the nominating jurisdiction.

Each Managing City shall nominate one member for appointment by the Board of Supervisors. In addition, the partner cities of Buellton, Guadalupe, and Solvang, in recognition of their significant contributions to free library service within the County, may each nominate one member for appointment by the Board of Supervisors, and the County Supervisor of each supervisorial district shall nominate one member. In recognition of County Service Area 3's significant contributions to free library service, County's Board of Supervisors shall appoint one member from the residents of County Service Area 3. The Supervisors shall further appoint one member of its Board, or a designee, to chair the Library Advisory Committee.

The Library Advisory Committee shall meet at least quarterly to review services and operations and to make advisory recommendations to the Board of Supervisors as follows:

- a. Ensure adequate library services to all the inhabitants of County;
- b. Review the operation of the library system and this Agreement;
- c. Submit advisory recommendations to ensure adequate service to branch libraries;
- d. Promote collaborative exchange of information among libraries;
 - Review annual library budgets and reports of service levels; and
 - Receive notices of reductions to the level of library services; and
 - Receive citizen input regarding library-related issues and make recommendations thereon.

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14. 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 hereto agree that all losses or liabilities incurred by a party hereto shall not be shared pro rata, but instead all parties hereto 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 hereto, and 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 any of the other parties hereto, or 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.

15. Insurance

Each Managing City to which a building is designated shall obtain and maintain in effect during the period of such designation general and automobile liability insurance covering the use of such building by that Managing City to which it is designated, and by its officers, agents, employees or volunteers acting on Managing City's behalf or at Managing City's direction, with single limit coverage of not less than \$1 million. Each Managing City shall also maintain Workers' Compensation coverage as required by the California Labor Code and employers' liability insurance. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of County. The general and automobile liability insurance policy shall name County, its officers, agents and employees as additional insured, and shall not be canceled without giving at least thirty-days' prior written notice to County. County shall be furnished with a certificate of insurance by Managing City to which a branch library building has been designated prior to performance by Managing City. A copy of the endorsement evidencing

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County has been added as a named additional insured on the policy must be attached to the certificate of insurance. The policy or policies shall include severability of interest or cross liability clause or equivalent wording. The policy or policies shall contain a provision of the following form: “Such insurance as is afforded by this policy shall be primary and contributory to the full limits stated in the declarations, and if County has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only”.

As an alternative to the liability insurance requirements contained above, a Managing City can provide evidence in writing to County showing that it has an approved self-insurance program and will then only be required to submit a certificate of insurance for the difference, if any, between its self-insurance limit and \$1 Million combined single limit coverage.

The property insurance for each building shall be borne by the party that owns the building. For branch locations housed within a County-owned building, County shall be responsible for property insurance for both the building and its contents. Such locations include Carpinteria, Cuyama, Montecito, Solvang and Vandenberg Village. For each branch library located within a leased building, Managing City that is the lessee of the building space shall be responsible for property insurance for both the building and its contents. For the purpose of this Agreement, “content” includes furnishings, equipment, and supplies as identified in Section 8, as well as audiovisual and electronic materials such as books, subscriptions, government documents, and microfilm used by library patrons. Each Managing City is allowed to use the funds herein made available for the stated purpose of property insurance for contents in its respective branch facilities.

16. Budget, Revenue/Expenditure and Services Plan

- a. On or before December 31, 2025, each Library Director shall confer with the County and a representative from each city in which a branch library operates in its zone to review expected funding and service levels for the next fiscal year. The CSD Director or his or her designee will initiate and lead this effort.
- b. Upon completion of review of expected funding and service levels under subsection 16.a, above, the County shall work in good faith to secure funding commitments from each branch library’s partner city (and friends organization if the operating budget relies on more than \$50,000 from friends organizations) and notify the

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Library Director of expected funding amounts from the County, partner city, friends organizations, and other sources for the upcoming fiscal year.

- c. Upon completion of the activities in both subsections 16.a and 16.b, above, but no later than March 1 of each year, each Library Director shall submit to the County a Revenue/Expenditure plan and proposed budget for each branch. Such plan shall include:
 - Operations budget for the previous, current, and upcoming fiscal year by branch library, as well as current reserves, if any, held by Managing City, broken out by branch library;
 - Report of service levels in relation to adopted minimum or agreed upon target service levels, with estimated costs to reach adopted minimum or agreed upon target service levels;
 - Anticipated changes to service levels;
 - Capital/infrastructure needs and estimated costs; and
 - A library services plan for any unincorporated community within its zone that has a population of more than 10,000 and does not have a branch library.

17. Reports of Receipts and Disbursements

Upon adoption of a library budget by each Managing City, the Managing City shall provide to the County's designated representative a written copy of such budget showing the amount to be spent in each branch including anticipated disbursements from reserves and gifts. Amendments to branch budgets must be reviewed by the Library Advisory Committee prior to review by the Board of Supervisors. Such amendments may include unanticipated or required reductions or increases in revenue via any source. Managing Cities shall provide County with copies of amendments to branch budgets upon County's request.

Annually, each Managing City shall provide County with a statement of all receipts and disbursements made pursuant to this Agreement, listing all items of receipt and expenditure throughout the year. Such statements showing the amount spent in each respective County branch located in that Managing City's Zone shall include an itemization of salaries and wages, materials, supplies, and services, capital outlay, and use of reserves and gifts. In particular, such statement

FY 2025-2026 Agreement for Operation of a Countywide Library System

shall show as separate items those obligations and expenditures which are made or incurred for the purpose set forth in Section 6. The annual financial statements shall be submitted no later than sixty (60) days after the end of the fiscal year. Each Managing City shall keep accurate accounts and records for funds expended to accomplish the purpose of this Agreement, and shall make such accounts and records available at all times for inspection and audit by authorized agents of the County of Santa Barbara. All such accounts and records shall be retained for at least a period of five (5) years after the fiscal year to which such records relate. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during Managing City's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), each Managing City shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). Managing Cities shall be subject to, participate in, and cooperate with, all audits, examinations or reviews, whether by COUNTY, the State, or the Federal Government.

If federal, state or COUNTY audit, examination or review exceptions, findings, adjustments or disallowances are made relating to this Agreement, each Managing City shall reimburse its share respectively of all such exceptions, adjustments, and disallowances.

18. Gifts

Each Managing City shall have or adopt a gift policy, to inventory, characterize, track, and report on gifts made directly to a Managing City's individual branch library. Each Managing City shall provide a copy of its gift policy to the County. Each Managing City shall notify County of any changes made in the gift policy. In the event any person gives or bequeaths any gift directly to any library herein referred to, such gift shall be treated according to the gift policy of Managing City or County, as applicable. Any gift accepted for a library in the unincorporated areas of County shall become the property of County. Any gift accepted by a Main Library shall become the property of that Managing City. Each gift given directly to a library shall, to the extent desired by the presenter, contain specific reference regarding preferred use (i.e., programs, equipment, books etc.).

FY 2025-2026 Agreement for Operation of a Countywide Library System

19. Emergency

In the event of an emergency (a) which results in a loss of library materials, and/or (b) which affects the ability of any branch library to maintain the current level of library service, any party hereto may request the assistance of any other party in obtaining replacement library materials necessary for the functioning of the affected branch; provided, that all expenditures for replacement materials are approved in advance and in writing by the requesting party, the assisting party shall be entitled to full reimbursement from the requesting party for all expenditures made in accordance with applicable laws governing the assisting party.

20. Assignment

No Managing City shall assign or otherwise transfer, in whole or in part, directly or indirectly, whether by operation of law or otherwise, this Agreement or any of such Managing City's rights or obligations hereunder, or any monies payable hereunder, without the prior written consent of County in each instance. Any attempt to so transfer without County's prior written consent shall be voidable by County.

21. Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon request of any party hereto this Agreement shall forthwith be physically amended to make such insertion or correction.

22. Notices

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

FY 2025-2026 Agreement for Operation of a Countywide Library System

County of Santa Barbara
Jesús Armas,
Community Services Director
123 East Anapamu Street, 2nd Floor
Santa Barbara, CA 93101

~~

Dawn Jackson, Library Director
Santa Maria Public Library
421 S. McClelland Street
Santa Maria, CA 93454

~~

Sarah Bleyl, Library Director
Lompoc Public Library
501 E. North Avenue
Lompoc, CA 93436

Elizabeth Saucedo, Library Director
Goleta Valley Library
500 North Fairview
Goleta, CA 93117

~~

Brandon Beaudette, Library Director
Santa Barbara Public Library
P.O. Box 1019
Santa Barbara, CA 93102

~~

Eric Castro, Library Director
Carpinteria Public Library
5141 Carpinteria Avenue
Carpinteria, CA 93013

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

23. Section Headings

The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

24. Severability

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

FY 2025-2026 Agreement for Operation of a Countywide Library System

25. Remedies Not Exclusive

No remedy herein conferred upon or reserved to County is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

26. Entire Agreement and Amendment

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties hereto regarding the subject matter hereof, and there have been no promises, representations, agreements, warranties, or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended, or modified only by an instrument in writing, executed by all the parties to this Agreement and by no other means. Each party waives its future rights to claim or assert that this agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver, or estoppel.

27. Successors and Assigns

All representations, covenants, and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party and its permitted successors and assigns.

28. Compliance with Law

Each party hereto shall, at its sole cost and expense, comply with all County, State, and Federal ordinances, regulations, and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of any such party in any action or proceeding against such party that such party has violated any such ordinance or statute, shall be conclusive of that fact as between such party and County, whether or not County is a party in such litigation.

FY 2025-2026 Agreement for Operation of a Countywide Library System

29. California Law

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

30. Execution of Counterparts

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

31. Authority

All signatories to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such signatories and that all formal requirements necessary or required by any local, state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, each party hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which that party is obligated, which breach would have a material effect hereon.

32. Digital and/or Electronic Signatures

Digital and/or electronic signatures created in a manner consistent with the County's Electronic and Digital Signature Policy ITAM-0430 (12/8/2020) shall satisfy the County's requirements for signing this document. Signatures can be made by electronic, scanned, faxed, and/or digital means. Contracts signed with proper electronic and digital signatures are valid and enforceable.

FY 2025-2026 Agreement for Operation of a Countywide Library System

ATTACHMENTS:

- Exhibit A – County Zone Service Delivery Map
- Exhibit B – Maintenance and Repair Responsibilities for County Owned Library Facilities

FY 2025-2026 Agreement for Operation of a Countywide Library System

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date executed by County.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: Shirleyella Guerra
Deputy Clerk

COUNTY OF SANTA BARBARA

By: [Signature]
Laura Capps

Chair, Board of Supervisors

Date: 12-16-25

RECOMMENDED FOR APPROVAL:
Community Services Department

DocuSigned by:

By: Jesus Armas
E33B804A6E03475...
Department Head

APPROVED AS TO ACCOUNTING
FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

Signed by:

By: James E Munro
02BA147EF6A84DE...
Deputy Auditor
James E Munro

APPROVED AS TO FORM:
Rachel Van Mullem
County Counsel

Signed by:

By: Tyler Sprague
0AC56B8DE43F483...
Deputy County Counsel
Tyler Sprague

APPROVED AS TO FORM:
Greg Milligan
Risk Manager

Signed by:

By: Greg Milligan
05F555F00269466...
Risk Management

FY 2025-2026 Agreement for Operation of a Countywide Library System

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the _____ day of _____, 2026.

CITY OF SANTA MARIA

ATTEST:

By: _____
Mayor

By: _____
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
City Attorney

By: _____
Risk Manager

FY 2025-2026 Agreement for Operation of a Countywide Library System

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the _____ day of _____, 2026.

CITY OF SANTA BARBARA

ATTEST:

By: _____
City Administrator

By: _____
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
City Attorney

By: _____
Risk Manager

FY 2025-2026 Agreement for Operation of a Countywide Library System

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the _____ day of _____, 2026.

CITY OF LOMPOC

ATTEST:

By: _____
Mayor _____

By: _____
City Clerk _____

APPROVED AS TO FORM:

By: _____
City Attorney

FY 2025-2026 Agreement for Operation of a Countywide Library System

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the _____ day of _____, 2026.

CITY OF GOLETA

ATTEST:

By: _____
Mayor _____

By: _____
City Clerk _____

APPROVED AS TO FORM:

By: _____
City Attorney

FY 2025-2026 Agreement for Operation of a Countywide Library System

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the _____ day of _____, 2026.

CITY OF CARPINTERIA

ATTEST:

By: _____
Mayor _____

By: _____
City Clerk _____

APPROVED AS TO FORM:

By: _____
City Attorney

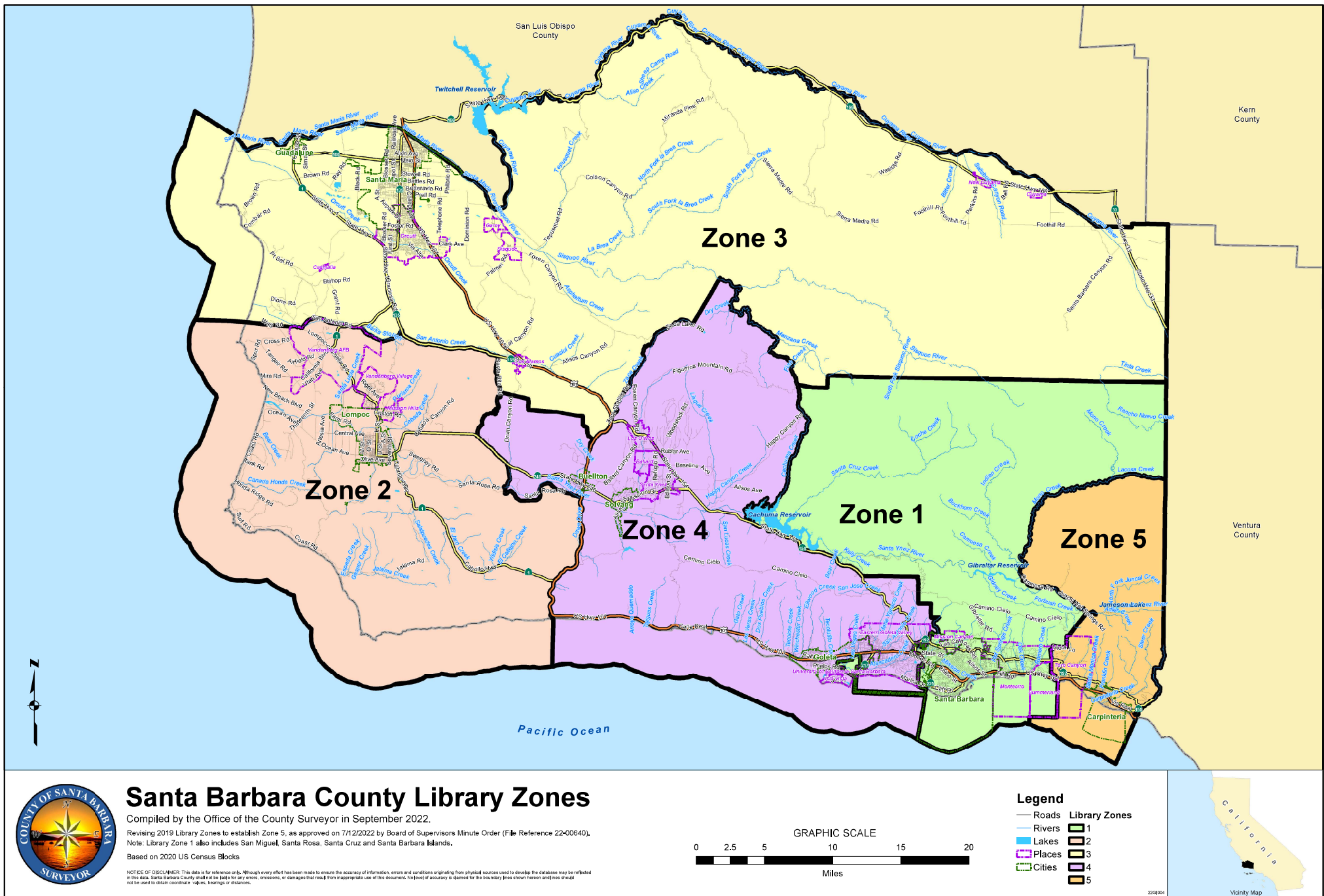


EXHIBIT "B"
 MAINTENANCE AND REPAIR RESPONSIBILITIES FOR COUNTY LIBRARY FACILITIES
 CUYAMA, MONTECITO, SOLVANG AND VANDENBERG VILLAGE

ITEM NO.	ITEM	NOT APPLICABLE	COUNTY	MANAGING CITY
1. Building Exterior				
	Repair Walls		X	
	Painted Surfaces*		X	
	Door and Window Trim		X	
	Doors, Hardware		X	
	Windows: Hardware and Screens		X	
	Locks		X	
	Roof		X	
	Rain Gutters		X	
	Flashing		X	
	Down Spouts		X	
	Lighting			
	Bulbs			X
	Fixtures		X	
	Transformers		X	
	Fluorescent Lights			X
	Ballast		X	
	Handrails		X	
	Signs (County Designation)		X	
	Timers			X
	Gutters		X	
	Decking Walkways		Replace	Maintain
	Exterior Patios		X	
	Decking (Overdecking on roof top area)		X	
	Water Softener, Filter and Conditioner		X	
	Stairs		X	
	Roof Drains		X	
	Gates		X	
	Gas/Water Lines		X	
	Elect. Lines		X	
	Phone/ Computer Lines			X
	Sewer Lines		X	

ITEM NO.	ITEM	NOT APPLICABLE	COUNTY	MANAGING CITY
2. Building Interior				
	Repair Walls		X	
	Painted Surfaces		X	
	Doors, Hardware		X	
	Locks		X	
	General Cleaning			X
	Floor, Sweeping and Cleaning			X
	Carpet, Vacuum and Cleaning			X
	Window Coverings			X
	Lighting			
	Bulbs			X
	Fixtures		X	
	Transformers		X	
	Fluorescent Lights			X
	Ballast		X	
	Handrails (ADA)		X	
	Signs			X
	Timers			X
	Drinking Fountains		X	
	Ceiling			X
	Showers			X
	Toilet/Urinals (Replacement)		X	
	Toilet/Urinals (Maintenance)			X
	Sink & Faucets (Replacement)		X	
	Sink & Faucets (Maintenance)			X
	Gas Lines		X	
	Water Lines		X	
	Sewer Lines/Drains		X	
	Phone Lines & Jacks			X
	Computer Lines & Jacks			X
	T.V. Cable & Jacks			X
	Phones			X
	Towel Racks			X

ITEM NO.	ITEM	NOT APPLICABLE	COUNTY	MANAGING CITY
	Garbage Disposal			X
	Refrigerator/ Microwave			X
	Stove			X
	Counter Tops, replacement		X	
	Cabinets, replacement		X	
	Dish Washer			X
	Trash Compactor			X
3. Grounds				
	Drinking Fountains		X	
	Mail Boxes			X
	Fences		X	
	Trash Bins			X
	Trash Enclosures		Replace	Maintain
	Bike Racks			X
	Signs (County)		X	
	Litter Pick-up			X
	Lighting			
	Parking Lot		X	
	Driveways		X	
	Walkways		X	
	Timers (external)		X	
	Timers (internal)			X
	Signs		X	
	Cleaning, Sidewalks, Walkways, Parking Lot			X
4. Landscaping				
	Trees		X	
	Shrubs		X	
	Flowers		X	
	Lawn		X	

ITEM NO.	ITEM	NOT APPLICABLE	COUNTY	MANAGING CITY
	Watering		X	
	Sprinkler, Repair and Replace		X	
	Headers		X	
	Rodent/Pest		X	
	Seeding		X	
	Fertilizer		X	
	Plant Trimming		X	
	Plant Removal		X	
	Plant Replacement		X	
	Tree Care & Trimming		X	
5. Mechanical Systems				
	Electrical Panels, Breaker, Interior		X	
	Electrical Fuses, Interior		Replace	Maintain
	Electrical Receptacle, Switches, Interior		X	
	Electrical Central Switches		X	
	Elevator		X	
	Heating		Replace	Maintain
	Air Conditioning		Replace	Maintain
	Water Heater		Replace	Maintain
6. Roadways/Parking Lots Repair & Maintenance				
	Striping		X	
	Handicap Signage		X	
	Asphalt Surface, Curbing		X	
	Cement Surface, Curbing		X	
	Wheel Stops		X	
	Drainage		X	
	Signs		X	

ITEM NO.	ITEM	NOT APPLICABLE	COUNTY	MANAGING CITY
7. Fire Equipment				
	Sprinklers		X	
	Hoses		X	
	Extinguisher (interior)			X
	Alarm Systems		X	
	Smoke Detectors		Replace	Maintain
8. Other Items				
	Paper supplies, dispensers, waste containers, soap in restrooms and kitchens			X
	Interior janitorial products and services			X
	Interior Floor Waxing, Sweeping			X
	Window Washing (interior & exterior)			X
	Exterior sweeping entry, sidewalks and walkways			X
	Janitorial service for public areas or common use areas			X
	Broken window glass or door glass**		X	
	Refuse, Rubbish and Garbage Disposal			X
	Cleaning Storage Rooms, Utility Rooms			X
	Exterminating		X	
	Carpet Replacement, Linoleum Replacement, and/or Tile Replacement		X	
	Building Foundation		X	
	Flooring (wood & concrete)		X	
	Utility mains & appurtenances		X	
	Library Drop Box			X

ATTACHMENT B

Santa Barbara County Minute Order of December 16, 2025



County of Santa Barbara

BOARD OF SUPERVISORS

Minute Order

December 16, 2025

Present: 5 - Supervisor Lee, Supervisor Capps, Supervisor Hartmann, Supervisor Nelson, and Supervisor Lavagnino

COMMUNITY SERVICES DEPARTMENT

File Reference No. 25-01073

RE: Consider recommendations regarding Fiscal Year 2025-2026 Countywide Library System Agreement, as follows: (4/5 Vote Required)

a) Approve, ratify and authorize the Chair of the Board of Supervisors to execute a one-year Agreement for Operation of a Countywide Library System, by and between the County and the Cities of Carpinteria, Santa Barbara, Goleta, Lompoc and Santa Maria for the period of July 1, 2025 through June 30, 2026, in the total amount not to exceed \$5,147,814.00;

b) Approve Budget Revision Request No. 0010921 to establish appropriations of \$130,000.00 for infrastructure improvements for the Goleta Valley Library funded by AB1600 Goleta Library Impact Fees; and

c) Determine that the above recommended actions are not the approval of a project that is subject to environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378(b)(5), finding that the action involves government organizational or administrative activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.

A motion was made by Supervisor Hartmann, seconded by Supervisor Nelson, that this matter be acted on as follows:

a) Approved, ratified and authorized; Chair to execute;

b) and c) Approved.

The motion carried by the following vote:

Ayes: 5 - Supervisor Lee, Supervisor Capps, Supervisor Hartmann, Supervisor Nelson, and Supervisor Lavagnino



City of Carpinteria

COUNCIL AGENDA STAFF REPORT

ITEM FOR COUNCIL CONSIDERATION

Agreement with Big Green Cleaning Company for Janitorial Services.

STAFF RECOMMENDATION

1. Authorize the City Manager to execute an Agreement with Big Green Cleaning Company for janitorial services in an amount not to exceed \$500,592.36.

Sample Motion: I move to:

1. Authorize the City Manager to execute an Agreement with Big Green Cleaning Company for janitorial services in an amount not-to-exceed \$500,592.36.

(This motion requires a roll call vote.)

BACKGROUND

On December 9, 2019, the City Council authorized the then-City Manager to execute an Agreement with Big Green Cleaning Company (Big Green) for janitorial services. The Agreement was made effective on January 1, 2020. The Agreement included a five-year term with an option of three 1-year periods at the City's discretion. The Agreement expired on December 31, 2024. In accordance with the Agreement, the City elected the first 1-year extension. On January 13, 2025, the City Council authorized Amendment No. 1 to the Agreement, extending the term through December 31, 2025. Amendment No. 1 was made effective January 1, 2025.

The purpose of this agenda matter is for the City Council to authorize the City Manager to execute an Agreement with Big Green Cleaning Company for janitorial services in an amount not to exceed \$500,592.36 for the Fiscal Year 2025/26 Budget.

DISCUSSION:

The original terms of the Agreement allowed for a maximum term of eight years, which consists of the initial five-year term with an option of three 1-year extensions. While the remaining two 1-year extensions were/are available, staff determined a formal Request for

Proposals (RFP) was appropriate to ensure compliance with the recently Adopted Procurement Policy¹.

Section I of the Adopted Procurement Policy states:

“At least every three (3) to five (5) years, these arrangements must be reviewed, and every effort must be made to receive proposals from at least three (3) consultants to perform the same services. This is to ensure the City is receiving the best value for, and performance level of, services contracted.”

Another 1-year extension would extend the term of the Agreement into its sixth year, which is now inconsistent with the Adopted Procurement Policy. As a result, staff determined a formal RFP ensures continued compliance, evaluates available market options, and confirms whether the City is receiving the best overall value and service quality.

In December 2025, staff administered the RFP based on a Qualifications-Based Selection (QBS) process, which is appropriate for maintenance services such as janitorial services. Staff first conducted market research to identify potential janitorial service firms within the region, and staff sent the RFP to the following firms (in alphabetical order):

1. Big Green Cleaning Company (Santa Barbara, CA)
2. Clean & Bright Janitorial Service (Santa Barbara, CA)
3. Fresh Clean Santa Barbara (Santa Barbara, CA)
4. Jani Care (Santa Barbara, CA)
5. Karen's Cleaning (Santa Barbara, CA)
6. Kelly Cleaning Supplies Inc. (Ventura, CA)
7. Mission Cleaning Company (Santa Barbara, CA)
8. Molly Maid (Santa Barbara, CA)
9. QCK Clean (Santa Barbara, CA)
10. Ramirez Janitorial Services (Santa Barbara, CA)
11. Service Master Clean Team (Ventura, CA)
12. Southern Coast Janitorial (Santa Barbara, CA)

Staff received proposals from Big Green Cleaning Company and Mission Cleaning Company, respectively. Staff evaluated the proposals, and the firms were ranked based on the following QBS evaluation criteria:

1. The firm's overall qualifications and ability to perform the required services, including client references.
2. Qualifications and experience of supervisory staff, operators, and any subcontractors, including familiarity with local conditions.
3. Responsiveness, availability, and demonstrated ability to efficiently provide services.
4. Understanding of the scope of services and responsiveness to the RFP and City needs.
5. Performance on similar services, based on client references.

¹ City Council Resolution No. 6341

Staff determined Big Green to be the highest-rated firm. Staff subsequently requested for a fee proposal from Big Green. Staff reviewed and negotiated the fee proposal, and staff determined the final pricing to be reasonable and cost feasible.

The proposed Agreement, as shown in Attachment A, includes an initial two-year term with an option of three 1-year extensions at the City's discretion. Big Green proposes to provide janitorial services at various City facilities, which are listed in Table 1 below. The table identifies service frequency, monthly fees for the first and second years, and the applicable funding source for each facility.

Table 1: Service Facilities

City Facility	Frequency per Week	2026 Monthly Fee	2027 Monthly Fee	Proposed Funding Source
Ash Ave. Public Restroom	7	\$1,269.80	\$1,308	Tidelands Trust Fund
Parking Lot #3 Public Restroom (Fifth St.)	7	\$1,269.80	\$1,308	ROW Assessment District Fund
Parking Lot #1 Public Restroom (Ninth St.)	7	\$1,269.80	\$1,308	ROW Assessment District Fund
El Carro Park Large Public Restroom	4	\$725.60	\$747	Park Maintenance Fund
El Carro Park Small Public Restroom	4	\$725.60	\$747	Park Maintenance Fund
Viola Fields Public Restroom	4	\$725.60	\$747	Tideland Trust Fund
Monte Vista Park Public Restroom	4	\$725.60	\$747	Park Maintenance Fund
Skate Park Public Restroom	5	\$907.80	\$935	Park Maintenance Fund
Community Garden Public Restroom	1	\$181.40	\$187	Recreation Services Fund
Seaside Building	1	\$295.00	\$305	Recreation Services Fund
City Hall	3	\$2,120.00	\$2,184	General Fund
Veterans Memorial Building	7	\$3,479.00	\$3,583	Recreation Services Fund
Community Pool- Interior Spaces	5	\$2,870	\$2,956	Recreation Services Fund
Community Library	5	\$996	\$1,026	Library Services Fund

The monthly fees include an annual escalation of approximately 3-percent for calendar year 2027.

The discussion that follows generally describes the proposed scope of work by Big Green.

General, Private Offices, Lobbies, and Lounges

Services include, but are not limited to, emptying trash and recycling containers; dusting; vacuuming carpeted areas; spot cleaning; removing cobwebs; mopping hard floors; cleaning window blinds; sanitizing table surfaces; refilling dispensers; cleaning cabinet fronts; cleaning kitchen appliances (interior and exterior); and cleaning sinks, counters, and breakroom areas.

Public Restrooms

Services include cleaning and sanitizing toilets, urinals, sinks, mirrors, and showers at the Community Pool; emptying and sanitizing sanitary containers; refilling dispensers; dusting; and cleaning and sanitizing floors.

The City will furnish the consumable supplies (e.g. paper towels, soap, and toilet paper).

Fixed On-Call Services

Table 2 below identifies the fixed on-call services type, location, fee, annual not-to-exceed (NTE) amount, and proposed funding source.

Table 2: On-Call Services

On-Call Service	Location	Fee	Annual NTE Amount	Proposed Funding Source
Window Cleaning	City Hall	\$830	\$830	General Fund
Window Cleaning	Vets Hall	\$950	\$950	Recreation Services Fund
Window Cleaning	Library	\$245	\$245	Library Services Fund
Window Cleaning	Pool	\$441	\$441	Recreation Services Fund
Biohazard Cleaning	Parks	\$60/hr	\$15,000	Park Maintenance Fund
Biohazard Cleaning	Right-of-way	\$60/hr	\$15,000	Tideland Trust Fund
Carpet Cleaning	City Hall	\$1,590	\$3,180	General Fund
Carpet Cleaning	Library	\$380	\$750	Library Services Fund
TOTAL			\$36,396	

Quality and Safety Control

Big Green will notify the City for any irregularities (e.g. defective plumbing, unlocked doors, restroom supplies) and review and respond to all City communications within two (2) hours year-round. In addition, Big Green will conduct semi-monthly informal customer service visits with the City and semi-annual formal customer reviews with the City.

Agreement Terms

The proposed Agreement terms include an initial two-year term with an option of three 1-year periods at the City's discretion.

The City currently pays \$15,801 per month or \$189,612 per annum for janitorial services. Under the proposed Agreement, the monthly cost for janitorial services would be \$17,561 or \$210,732 per annum, which represents an annual increase of \$21,120. The proposed pricing reflects adjustments to service levels and frequency. Most notably, service days would increase at the Veterans Memorial Building and Community Pool, as well as nightly locking of restrooms at El Carro Park and Monte Vista Park. The proposed Agreement also includes fixed on-call services, which establish predictable pricing should these services be required. Finally, the proposed Agreement includes a not-to-exceed fee for acute incidents especially biohazard cleanup, which are inherently reactionary and difficult to predict. This provides for flexibility to address unforeseen needs while avoiding a financial commitment if services are not required.

If approved, the total estimated cost of the first year inclusive of on-call services is \$247,128 and \$253,464.36 for the second year.

POLICY CONSIDERATIONS

The recommendation is consistent with the Adopted Procurement Policy.

FINANCIAL CONSIDERATIONS

No additional appropriation is requested at this time to fulfill contractual obligations for the remainder of the fiscal year. Any necessary adjustment will be formally incorporated into the Mid-Cycle Budget update scheduled for June 2026. In the interim, expenditures will be monitored and administered in accordance with established budgetary controls and fiscal policies to ensure continued financial compliance.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The recommendation is consistent with the Adopted Procurement Policy.

OPTIONS

The City Council could choose to:

1. Authorize the City Manager to execute an Agreement with Big Green Cleaning Company for janitorial services in an amount not-to-exceed \$500,592.36. (Staff recommendation)
2. The City Council could choose to not approve the recommendation and direct staff as determined appropriate.

PRINCIPAL PARTIES EXPECTED AT MEETING

Big Green Cleaning Company

ATTACHMENTS

Attachment A: Agreement for Janitorial Services

Staff contact:

Stephon Downes, Management Analyst
(805) 755-4446; stephond@carpinteriaca.gov



Signature

Reviewed by:

John L. Ilasin, Public Works Director
(805) 880-3402; johni@carpinteriaca.gov



Signature

Reviewed by:

Licette Maldonado, Administrative Services Director
(805) 755-4448; licettem@carpinteriaca.gov



Signature

Reviewed by:

Ryan Kintz, Assistant City Manager
(805) 755-4400; ryank@carpinteriaca.gov



Signature

Reviewed by:

Michael Ramirez, City Manager
(805) 755-4450; michaelr@carpinteriaca.gov



Signature

ATTACHMENT A
Agreement for Janitorial Services

AGREEMENT FOR JANITORIAL SERVICES

THIS AGREEMENT FOR CONSULTANT SERVICES (“Agreement”) is made and effective as of the 1st of March, 2026 by and between the City of Carpinteria, a municipal corporation (“**City**”), and the Big Green Cleaning Company (“**Consultant**”) (collectively, the “**Parties**”) at Carpinteria, California, with reference to the following facts:

- A. City has determined that it is necessary and appropriate to engage a non-design professional to carry out the services described herein; and
- B. Consultant has represented itself as being fully qualified and available to perform the consultant services required or necessary under this Agreement in a fully competent, professional and timely manner; and
- C. City desires to contract with Consultant and Consultant is willing to perform the consultant services, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. SERVICES.

- 1.1 **Basic Services.** City hereby retains Consultant to perform the services described and set forth in the attached Exhibit A (“**Basic Services**”), which is incorporated by this reference as though set forth in full. Consultant hereby agrees to perform said services within the designated time frames and accepts this retention. Consultant shall complete the Basic Services according to a schedule of performance which is also set forth in Exhibit A. The Parties agree and acknowledge that time is of the essence in performance of this Agreement.
- 1.2 **Additional Services.** In addition to the Basic Services, City may elect to have Consultant perform additional services that are beyond the current scope of the Basic Services, but within the expertise of Consultant (“**Additional Services**”). Such Additional Services shall be mutually agreed to in advance and specified in a writing, which shall also specify the basis for the Consultant’s fee for such additional services. Basic Services and Additional Services are referenced collectively as “**Services.**”

2. PERFORMANCE.

- 2.1 **Standard of Performance.** Consultant shall faithfully, competently and diligently perform the obligations and responsibilities required by this Agreement, applying best management practices and the same standards of care utilized by persons commonly engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement. Consultant shall not engage the assistance of

subcontractors for performance of the Services unless previously agreed to in writing by the City.

- 2.2 **Labor and Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, tools, transportation and services necessary for the successful completion of the Services. Consultant shall give its attention and supervision to the fulfillment of the provisions of this Agreement by its employees and subcontractors and shall be responsible for the timely performance of the Services required by this Agreement. Consultant is an independent contractor of City. Any and all employees of the Consultant engaged by the Consultant in the performance of any work or services required of the Consultant under this Agreement, shall be considered employees or agents of the Consultant only and not of the City, and any and all claims that may or might arise under any workers compensation or other law or contract on behalf of said employees while so engaged shall be the sole obligation and responsibility of the Consultant. Consultant is solely responsible for the professional quality, accuracy and timely completion and/or submission of all work related to the Basic Services.
- 2.3 **Review of Service.** Consultant shall furnish City with reasonable opportunities from time to time to ascertain whether the Services of Consultant are being performed in accordance with this Agreement. All work done and materials furnished shall be subject to final review and approval by City; Consultant is not providing final approval or review, which is solely City's function and role. City review and approval of such work and Services shall not, however, relieve Consultant of any of its obligations under this Agreement.
- 2.4 **Contract Administration.** The City Manager or his/her designee shall represent the City in all matters relating to the administration of this Agreement. The City Manager or his/her designee shall have the authority to act on the City's behalf to review and approve all products submitted by Consultant and may execute all necessary documents to authorize Consultant to perform Additional Services as provided for herein. The City Manager or his/her designee shall have the authority to render decisions within guidelines established by the City Council and shall be available during working hours as often as may be reasonably required to render decisions and to furnish information. The following individual(s) will serve as the primary contact(s) for Consultant in the administration of this Agreement:
- Ryan Ayerle, Public Works Manager
- 2.5 **Representations and Warranties.** Consultant represents and warrants to City that: (i) its fulfillment of its obligations and, as applicable, performance the Services under this Agreement, will not violate any applicable or breach any contracts with third parties and (ii) it has the right, power and authority to fulfill its obligations, and, as applicable perform the Services, and enter into this Agreement; (iii) the Services contemplated hereunder will be performed by adequately trained, competent personnel, in a professional manner, with such personnel having the requisite skill and expertise necessary to perform and complete the Services in accordance with industry standards and in accordance with the terms and conditions of this Agreement; and (iv) the Services and all deliverables provided hereunder will conform to the specifications agreed-to by the parties.

3. **TERM.** This Agreement shall be effective as of the date first above written and shall continue until all Services to be provided by Consultant are completed to the satisfaction of the City, but in no event later than the 28th day of February, 2028; unless terminated earlier as provided for herein. The City has the option to extend this Agreement on the same Terms for three (3) additional one (1) year periods. The City shall not be required to provide “cause” or any reason whatsoever should it elect to not renew. The contract term and all extensions thereto shall not exceed a total of five (5) years.
4. **COMPENSATION.**
- 4.1 **Basic Services.** For Basic Services, City shall pay Consultant on a time and materials basis, not to exceed amount of \$500,592.36 as full compensation for all labor, materials, equipment, tools, transportation, and Services. This compensation shall be paid in accordance with the payment rates and schedule as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based on the actual time spent on the tasks and the actual price of the necessary materials. In the event a term or condition in any document or attachment conflicts with a term or condition of this Agreement the term or condition in this Agreement shall control. Should such conflict arise the priority of documents shall be as follows: This Agreement, the City’s Request For Proposal together with attachments, Consultant’s proposal together with attachments.
- 4.2 **Additional Services.** Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to the Basic Services, unless such services are authorized Additional Services agreed to in advance and in writing in the method provided for herein. Consultant will submit fee estimates for such Additional Services upon request of City.
- 4.3 **Invoices.** Should City reasonably determine that Consultant has not fulfilled any services or met the timelines established in Exhibit A, City shall notify Consultant of the failure in writing of deficiencies believed to be substantially inadequate within thirty (30) days after receipt of product or performance of Services. The City, at its discretion may provide the Consultant five (5) days to cure the breach. City may withhold the accompanying payment without penalty until such time as Consultant cures the breach. In the alternative, upon Consultant’s failure to meet any deadlines the City may modify the Services schedule. Should Consultant or its representatives fail to cure the breach within five (5) days, or fail to reasonably agree to such modified schedule, City may immediately terminate this Agreement in writing, without penalty or incurring further obligation to Consultant.
- 4.4 **Withholding.** City reserves the right to withhold future payment to Consultant if any aspect of the Consultant’s work or performance of Services is found to be substantially inadequate. City shall notify Consultant in writing of deficiencies believed to be substantially inadequate within thirty (30) days after receipt of product or performance of Services.
- 4.5 **Taxes/Insurance/Licenses.** Consultant shall be solely responsible for the payment of any federal, state, or local income tax, social security tax, workers’ compensation insurance, state disability insurance, and any other taxes or insurance which Consultant is responsible

for paying as an independent contractor under federal, state or local law. At all times during the term of this Agreement, Consultant and any approved subcontractors performing Services under this Agreement shall have in full force and effect all licenses necessary for the performance of Services hereunder, including without limitation, business licensing from City, all at the sole cost of Consultant.

5. RECORDS.

- 5.1 **Financial Records.** Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of Services under this Agreement. Consultant shall also maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.
- 5.2 **Access to Records.** Consultant shall (i) provide free access to the representatives of City or its designees at reasonable times to books and records as set forth in section 5.1; (ii) shall give City the right to examine and audit said books and records; (iii) shall permit City to make transcripts therefrom as necessary; and (iv) shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of four (4) years after receipt of final payment.
- 5.3 **Original Records.** All original agreements, data, documents, designs, drawings, exhibits, maps, models, computer files, reports, studies, surveys, notes, and other work, materials or documents prepared or used to prepare Consultant's work product in the course of providing the Services pursuant to this Agreement shall be referred to as "**Consultant Work Product**". Upon completion of, or in the event of termination or suspension of this Agreement, all completed and incomplete Consultant Work Product shall become the sole property of City once the Consultant has received payment. City may duplicate, disclose, disseminate, use, reuse or otherwise dispose of Consultant Work Product in whole or in part in any manner it deems appropriate, without the permission of Consultant. With respect to computer files, Consultant shall make available to the City, at Consultant's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files. Consultant may retain copies of such Consultant Work Product as a part of its record of professional activity, except for Consultant Work Product marked as "DRAFT" or "CONFIDENTIAL".

6. TERMINATION.

- 6.1 **Termination Without Cause.** This Agreement may be terminated by either party for any reason upon ten (10) days prior written notice by the terminating party to the other party. In the event of a termination, the date of termination shall be deemed to be the first business day occurring after the expiration of the notice period. Upon receipt of said notice, Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise.

6.2 **Termination With Cause.** Either party may terminate this Agreement with cause, effective immediately upon written notice of such termination to the other party and failure of the breaching party to correct within five (5) days of receiving such notice, based upon the occurrence of any of the following events:

- Material breach of this Agreement;
- Cessation of Consultant to be licensed, as required by applicable law;
- Failure to substantially comply with any applicable federal, state or local law or regulation;
- Filing by or against Consultant of any petition under any law for the relief of debtors; and,
- Filing of a criminal complaint against Consultant for any crime, other than minor traffic offenses.

6.3 **Performance Upon Termination.** In the event this Agreement is terminated pursuant to this Section, City shall pay Consultant for the outstanding balance owed for work performed up to the time of termination. Upon termination of the Agreement, Consultant shall submit an invoice to City as provided for herein and shall submit to the City all of its files for any billable or non-billable matters in which the Consultant is involved under the scope of this Agreement.

6.4 **Termination Upon Mutual Consent.** This agreement may also be terminated by mutual consent of the parties and in accordance with the terms and conditions of any plan of termination established by the parties. In the event of a termination by mutual consent, the date of termination shall be such date as is agreed upon by the parties. The parties may agree to suspend or terminate a portion of this Agreement and such suspension or termination shall not make void or invalidate the remainder of this Agreement.

7. **DISPUTE RESOLUTION.** Except as explicitly provided in Exhibit C relating to claims by Consultant, if any dispute, claim or disagreement shall arise relative to the interpretation or enforcement of this Agreement, the parties shall use commercially reasonable efforts to settle the dispute, claim or disagreement. To this end, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such a solution within a period of thirty (30) days, then, upon notice by either party to the other, the dispute, claim or disagreement shall be submitted to final, binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitrator shall have the authority to assess arbitration costs and expenses against either or both parties. The decision in the arbitration shall be binding on all parties, and judgment on any arbitration award may be entered in any court of competent jurisdiction.

8. **INSURANCE.** Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in the attached Exhibit D, which is incorporated by this reference as though set forth in full.

9. **INDEMNIFICATION.** To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City and any of its officials, directors, employees and agents

("Indemnified Parties") from and against any and all losses, liabilities, damages, costs, charges, payments, claims, and expenses, including attorney's fees and costs of defense, which arise out of, are a consequence of, or are in any way attributable to, in whole or in part, this Agreement, including but not limited to any activities associated with carrying out the agreed to Services by Consultant, its agents, employees, subcontractors, consultants, assigns or by any individual or entity for whom Consultant is legally liable.

10. RELEASE OF INFORMATION.

10.1 **Confidentiality.** All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released except to the City, directly or indirectly, by Consultant without City's prior written authorization. Consultant, its officers, employees, subcontractors or sub-consultants shall not voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the Services performed under this Agreement unless requested by the City Attorney or authorized in writing by the City Manager. Response to a subpoena or court order shall not be considered "voluntary" provided that Consultant shall give City prompt written notice of any such court order or subpoena. The provisions of this Paragraph shall survive the termination of this Agreement.

10.2 **Notice and Cooperation.** Consultant shall promptly notify the City Manager and City Attorney in writing if Consultant, its officers, employees, agents, subcontractors or subconsultants are served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any person or party related to this Agreement and/or Consultant's related Services. City has no obligation to, but may exercise discretion to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide the City an opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not grant or imply a right of City to control, direct, dictate or rewrite said response.

11. RELATIONSHIP TO CITY.

11.1 **Independent Contractor.** Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

11.2 **No Employee Privileges.** No City employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages or other compensation to Consultant for performing Services hereunder for City. City shall not be liable for

compensation or indemnification to Consultant for injury or sickness arising out of performing Services hereunder.

- 11.3 **Consultant Duty to City.** Consultant understands and agrees that its responsibility to provide complete and accurate Services is owed solely to City and that its accountability under this contract shall likewise be solely to City and not to any City applicants or any other third person or entity.
- 11.4 **Interest of Consultant.** Consultant represents and warrants to City that it presently has no interests, and covenants that it shall not acquire any interests, direct or indirect, financial or otherwise, which would conflict with the performance of the services to be provided by Consultant under this Agreement. Consultant further covenants that, in the performance of this Agreement, no subcontractor or employee having such an interest shall be employed by Consultant. Consultant certifies that no one who has or will have any financial interest under this Agreement is: (a) an officer or employee of City, or (b). an officer or employee of the applicant and any of its consultants. Consultant agrees to comply with any applicable conflict of interest code.
- 11.5 **Undue Influence.** Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement or financial inducement. No officer or employee of City will receive compensation, directly or indirectly, from Consultant or any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to any and all remedies at law or in equity.
- 11.6 **Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of the City and the Consultant and will not confer any rights upon any person not expressly a party to this Agreement.

12. GENERAL PROVISIONS.

- 12.1 **Assignment of Rights.** Contractor agrees to assign City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act or under the Cartwright Act arising from purchases of goods, services, or materials pursuant to this Agreement.
- 12.2 **Further Assurances.** City and Consultant each agree to cooperate with one another, to use their best efforts, to act in good faith, and to promptly perform such acts and execute such documents or instruments as are reasonably necessary and proper to consummate the transactions contemplated by this Agreement.
- 12.3 **Notices.** All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if personally served or on the second day after mailing if mailed by first-class mail, registered or certified, return receipt requested, postage prepaid and properly addressed as follows:

To City:
Michael Ramirez, City Manager
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013-2698
P: (805) 684-5405

To Consultant:
Allen Williams, Owner
Big Green Cleaning Company
5551 Ekwil Street
Goleta, CA 93111
p: (805) 692-1000

Any party may change their address for the purpose of this paragraph by giving the other party written notice of the new address in the above manner.

- 12.4 **Legal Responsibilities.** Consultant shall keep itself informed of state, federal and laws and regulations which in any manner affect those employed by it or in any way affect the performance of its Service pursuant to this Agreement. The Consultant shall reasonably observe and comply with such laws and regulations. The City and its officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.
- 12.5 **Licenses.** At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses, certifications, or related credentials required by law for the performance of Services described in this Agreement. Consultant represents that it and/or its employees, agents and subcontractors engaged in such activities possess such licenses, certifications, or credentials and that such licenses certifications, or credentials are current, active, and not in a state of suspension or revocation.
- 12.6 **Labor Conditions.** City is a public entity in the state of California, and therefore, City and Consultant are subject to the provisions of the Government Code and the Labor Code of the state of California. All provisions of law applicable to public contracts and/or this Agreement are incorporated herein by this reference and are made a part of this Agreement to the same extent as if they were fully stated in the Agreement and shall be complied with by Consultant.
- 12.7 **Labor Requirements.** Consultant shall abide by all federal and California laws and regulations regarding wages, including, without limitation, the Fair Labor Standards Act and the California Labor Code, which, in part, mandate that 8 hours' labor constitutes a legal days' work, and require Consultant to pay the general prevailing wage rates. The California statutory provisions for penalties for failure to pay prevailing wages will be enforced and the statutory provisions for penalties for failure to comply with California's wage and hour laws will be enforced. In addition, Consultant is required to comply with the statutory requirements relating to employment of apprentices. Consultant also must secure the payment of workers' compensation to its employees as provided by California law. Consultant acknowledges its obligation to secure payment of Workers' Compensation before beginning work as set forth in the attached Exhibit E (together, "Acknowledgement of Workers' Compensation Obligation" and "Declaration of Exemption from Workers' Compensation") which is incorporated by this reference as though set forth in full. Additionally, Consultant is required to comply with all statutory requirements relating to certified payroll records, including the maintenance of the records, their certification, and their availability for inspection.

- 12.8 **Discrimination.** No person shall be excluded from employment in the performance of this Agreement on the grounds of race, creed, color, sex, age, marital status, sexual orientation or place of national origin. Consultant shall comply with all local, state, and federal laws relating to equal employment opportunity rights.
- 12.9 **Assignment.** Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of City, which shall have the sole discretion to consent to any proposed assignment. Because of the personal nature of the Services to be rendered pursuant to this Agreement, only Consultant shall perform the services described in this Agreement.
- 12.10 **Waiver.** No waiver of a provision of this Agreement shall constitute a waiver of any other provision, whether or not similar. No waiver shall constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
- 12.11 **Force Majeure.** Neither Consultant nor City shall be liable for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.
- 12.12 **Construction of Terms.** All parts of this Agreement shall in all cases be construed according to their plain meaning and shall not be construed in favor or against either of the parties. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, in whole or in part, the remainder of this Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated thereby. In the event of any provision shall be adjudged invalid, void or unenforceable, the parties hereto agree to enter into a supplemental agreement to effectuate the intent of the parties and the purposes of this Agreement.
- 12.13 **Controlling Law.** The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement, with venue proper only in the County of Santa Barbara, State of California.
- 12.14 **Authorization.** All officers and individuals executing this and other documents on behalf of the respective parties hereby certify and warrant that they have the capacity and have been duly authorized to execute said documents on behalf of the entities indicated.
- 12.15 **Entire Agreement.** This Agreement, along with its attached exhibits, which are incorporated herein by this reference, constitutes the entire Agreement between the parties and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. This Agreement may be altered, amended or modified only by a supplemental writing executed by the parties to this Agreement and by no other means. Each party waives any future right to claim, contest, or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreement, course of conduct, waiver or estoppel.

12.16 **Counterparts.** This Agreement may be executed in counterparts, each of which shall remain in full force and effect as to each party.

12.17 **Severability.** In the event that any term or provision of this Agreement shall be held to be invalid, void or unenforceable, then the remainder of this Agreement shall not be affected, impaired or invalidated, and each such term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this Agreement at the place and as of the date first written above.

"CITY"
City of Carpinteria

"CONSULTANT"
Big Green Cleaning Company

By: _____
Michael Ramirez, City Manager

By: _____
Allen Williams, Owner

APPROVED AS TO FORM:
City of Carpinteria

ATTEST:
City of Carpinteria

By: _____
Jena Shoaf Acos, on behalf of
Brownstein Hyatt Farber Schreck, LLP
Acting as City Attorney of the City of Carpinteria

By: _____
Brian C. Barrett, MMC, CPMC
City Clerk

EXHIBIT A

BASIC SERVICES TO BE PERFORMED

Task Schedule

Areas to be serviced:

9 Sets of Public Restrooms
City Hall
Community Library
Veteran's Building
Seaside facility
Community Pool [interior spaces]

City of Carpinteria

5775 Carpinteria Avenue
Carpinteria, CA 93013
Contacts: John Ilasin
Stephon Downes
February 3, 2026

General, Private offices, Lobbies and Lounge:

Each Service:

1. Empty and spot clean trash receptacles.
2. Empty recycle containers and place contents in the correct dumpster.
3. Dust all furniture including desks, chairs and tables.
4. Dust all exposed filing cabinets, bookcases and shelves.
5. Clean and sanitize all drinking fountains.
6. Low dust all horizontal surfaces to hand height (70") including sills, ledges, moldings, shelves, picture frames, ducts, radiators, etc.
7. Spot clean desktops.
8. Spot clean all door and partition glass.
9. Dust mop resilient and hard floors in the traffic lanes only.
10. Vacuum all carpeting in the traffic lanes only.
11. Spot clean spills and stains on carpeted and resilient floors.
12. Spot clean furniture.

Weekly:

1. High dust and low dust all horizontal surfaces, including shelves, moldings and ledges.
2. Remove dust and cobwebs from ceiling areas.
3. Damp mop resilient and hard floors in their entirety.
4. Vacuum carpeted floors in their entirety.

Monthly:

1. Dust/clean Venetian blinds.

Eating Areas:

Each Service:

1. Damp clean and sanitize tabletops, seats and backs of chairs.
2. Clean, polish and refill all dispensers.
3. Empty all containers and disposals. Spot clean exterior and interior of all containers.
4. Clean and sanitize drinking fountain.
5. Spot clean doors, frames, lights switches, kick and push plates, handles and walls.
6. Clean the front of all cabinets and drawers.
7. Dust mop and damp mop resilient and hard floors.
8. Vacuum carpeting and area rugs.
9. Clean the microwave oven inside and out.
10. Clean and polish the sink and counters.

Eating Areas continued:

Weekly:

1. Damp clean the pedestals or legs of tables and chairs.
2. Low dust (below 36") and high dust (above 72") all horizontal surfaces.

Washrooms:

Each Service:

1. *Services performed at Ash Street, 5th Street, 9th Street, El Carro Park-Large, El Carro Park-Small, and Monte Vista Park will include cleaning, and locking the bathrooms at dusk seven nights per week.*
2. Clean, sanitize and polish all vitreous fixtures including toilet bowls, urinals and hand basins.
3. Clean and sanitize the showers.
4. Clean all glass and mirrors.
5. Empty all containers and disposals, insert liners as required, spot clean and sanitize the containers.
6. Empty and sanitize the interior of sanitary containers.
7. Spot clean all walls, doors and partitions.
8. Refill all dispensers to normal limits – napkins, soap, tissue, towels, liners, and seat holders. Supplies to be furnished by **Big Green Cleaning Company** and billed as an extra cost.
9. Low dust all horizontal surfaces below 36" including sills, moldings, ledges, shelves, frames, ducts and heating outlets.
10. Sweep, damp mop, and sanitize hard floor.

Weekly:

1. High dust above hand height all horizontal surfaces including shelves, ledges and moldings.

Quality and Safety Control:

Each Service:

1. Notify building contact of any irregularities [i.e. defective plumbing, unlocked doors, lights left on, inventory requirements, restroom supplies].
2. Turn off all lights except those specified to be left on.
3. Close all windows and lock all doors.
4. Review and respond to all email communications within 2 hours, 24/7/365.

Semi Monthly:

1. Customer service visit.

Semi annually:

1. Formal customer review.

Frequency Schedule of Janitorial Services

City of Carpinteria

February 3, 2026

<u>Facility</u>	<u>Address</u>	<u>Nights of Service</u>
City Hall	5775 Carpinteria Ave.	Mondays, Wednesdays, & Fridays
Veterans Hall	941 Walnut Ave.	7x's/week: Veteran's side of the complex Tuesdays & Thursdays: Courtyard Offices Weds & Fridays: White tiled bathroom
Seaside	5103 Carpinteria Ave.	Fridays
Community Pool [Bathrooms & Locker rooms only]	5305 Carpinteria Ave.	Five Nights per week: Saturdays, Sundays, Tuesdays, Thursdays, and Fridays.
City Library	5141 Carpinteria Ave.	Five Nights per week.

Park Restroom Location

Frequency

Ash Street Park	Weekdays: 1 time per day Weekends: 2 times per day [Day & Night]. Lock doors at dusk 7 nights per week.
5 th Street Park	Weekdays: 1 time per day Weekends: 2 times per day [Day & Night]. Lock doors at dusk 7 nights per week.
9 th Street Park	Weekdays: 1 time per day Weekends: 2 times per day [Day & Night]. Lock doors at dusk 7 nights per week.
El Carro Park [Large]	1 time per night, <u>4</u> nights per week [M, W, F, & Sat] Lock doors at dusk 3 nights [Tues., Thurs., & Sun.]
El Carro Park [Small]	1 time per night, <u>4</u> nights per week [M, W, F, & Sat] Lock doors at dusk 3 nights [Tues., Thurs., & Sun.]
Viola Fields	1 time per day, <u>4</u> days per week
Monte Vista Park	1 time per night, <u>4</u> nights per week [M, W, F, & Sat] Lock doors at dusk 3 nights [Tues., Thurs., & Sun.]
4855 5 th St. Community Garden	1 time per week.
Skate Park	1 time per day, <u>5</u> days per week

Advantages of Using Big Green Cleaning Company

- Reputation for quality service.
- Locally owned and operated.
- Worldwide network of resources.
- Insured in excess of what is normally available to our competitors.
- 24-hour emergency service.
- Computerized check-in system with caller I.D. ensures security and quality.
- Online communication via our MasterMind website including inspections and task schedules.
- Exclusive product line ensures consistency and reliability.
- Layered supervision to ensure quality.
- Highly trained management team.
- Performance guaranteed.
- Bloodborne pathogen, OSHA compliance and SB198 certified.
- Material Safety Data Sheets for all chemicals.
- Written and documented inspections.
- Direct line to technicians and specialists at BSCAI for technical support.
- Written estimates and guaranteed fees.
- All phone calls answered by a live person in no more than three rings.
- Manager on customer site in less than 30 minutes on any emergency call.
- Documented employee training through video, checklists, workshops and written tests.
- Uniformed and picture I.D. badges on all employees.
- Largest local contractor for cleaning services.

PRODUCT PRICE LIST

<u>DESCRIPTION</u>		<u>UNIT PRICE</u>
FL500 - Fluorescent Light Tubes (installed)	Individual Tubes	\$ 4.78
LI600 - Light Bulb (regular - installed)	Each	\$ 2.06
KI900 - Kitchen Towels	Case (30 rolls)	\$41.50
LL500 - Large Trash Liners (40" x 46" / 1.5 mil)	Case (100)	\$39.95
ML400- Small Trash Liners (24" x 32" / .8 mil)	Case (500)	\$34.95
MU300- Multi-fold Hand Towels	Case (4000)	\$37.65
TO400 - Natural Roll Towels	Case (12 rolls)	\$44.11
SI400 - Single-fold Hand Towels	Case (4000)	\$40.46
SK100 - Liquid Hand Soap (skin cleanser)	Gallon	\$15.80
TO150 - Toilet Paper Jumbo Junior	Case	\$39.67
TO400 - 027 Toilet Paper (fits certain dispensers)	Case (96 rolls)	\$59.84
TO600 - EnMotion Roll Towels	Case (6 rolls)	\$71.81
TP200 - Toilet Paper	Case (80 rolls)	\$59.84
TS800 - Toilet Seat Covers	Case (5000)	\$47.90

MANY OTHER ITEMS ARE AVAILABLE. . . . PLEASE CALL FOR PRICE QUOTES.
PRICES SUBJECT TO CHANGE.

EXHIBIT B

PAYMENT RATES AND SCHEDULE

Price List

City of Carpinteria

February 3, 2026

Janitorial services as outlined in the enclosed Task & Frequency Schedules:

<u>Location</u>	<u>Monthly Fee</u>	
	<u>2026</u>	<u>2027</u>
Carpinteria Community Pool	\$ 2,870.00	\$ 2,956.00
Carpinteria City Library	\$ 996.00	\$ 1,026.00
Veterans Building	\$ 3,479.00	\$ 3,583.00
City Hall	\$ 2,120.00	\$ 2,184.00
Various City Park Restrooms	\$ 7,801.00	\$ 8,035.00
Seaside Garden Restroom	\$ 295.00	\$ 305.00
Total of all Facilities	\$17,561.00	\$18,089.00

Additional Services Performed Upon Request:

Washing of windows & partition glass inside & out:

City Hall	\$ 830.00 upon request.
Veterans Building	\$ 950.00 upon request.
Library	\$ 245.00 upon request.
Community Pool	\$ 165.00 upon request.

Pre-spot, shampoo, and extract ["steam clean"] all carpeting:

City Hall	\$ 1,590.00 upon request.
Library	\$ 380.00 upon request.

Additional routine janitorial services upon request. **\$ 45.00** per hour.

Emergency services provided 24 hours per day, 7 days per week for cleaning of graffiti, biohazard or bloodborne pathogen situations, homeless individual's nuisance cleanings or complete homeless encampment removal. **\$ 60.00** per hour.

EXHIBIT C

RESOLUTION OF CONSTRUCTION CLAIMS

The following pertains to Public Contract Code Sections 20104 through 20104.6 (Resolution of Construction Claims)

1. This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.
2. This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.
3. "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.
4. "Claim" means a separate demand by the contractor for (a) a time extension, (b) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (c) an amount the payment of which is disputed by the local agency.
5. The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.
6. This article applies only to contracts entered into on or after January 1, 1991.
7. For any claim subject to this Agreement, the following requirements apply:
 - a. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
 - b. (1) For claims of less than fifty thousand dollars (\$50,000), the City shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the City may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the claimant.

- (3) The City's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
- c. (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the City shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the City may have against the claimant.
- (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the claimant.
- (3) The City's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.
- d. If the claimant disputes the City's written response, or the City fails to respond within the time prescribed, the claimant may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- e. Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.
- f. This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

8. Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both

parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

9. (a) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(b) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(c) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.
10. The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.
11. The City shall not fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.
12. In any suit filed under Section 20104.4, the City shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.
13. Pursuant to California Public Contract Code Section 7201, the City may not retain greater than five (5%) percent of contract price.

EXHIBIT D

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Consultant shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office “Commercial General Liability” policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant’s employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

When applicable, Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer’s liability limits no less than \$1,000,000 per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured’s liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Consultant, subconsultants or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and “Covered Professional Services” as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must “pay on behalf of” the insured and must include a provision establishing the insurer’s duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and City agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees, volunteers and agents, using standard ISO endorsement No. CG 2010-0413. Consultant also agrees to require all contractors and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g., elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.
8. Certificate(s) are to reflect that the insurer will provide 30 (thirty) days notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.
10. Consultant agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.
11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to City.
13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
15. Consultant will renew the required coverage annually as long as City or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.
17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.

18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
22. The City's failure to comply with reporting requirements should not affect coverage required under the Agreement.
23. The consultant's insurance is primary to that of any insurance claimed by the City.

Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.



CERTIFICATE OF LIABILITY INSURANCE

Acct#: 2952285

DATE (MM/DD/YYYY)

1/6/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 2502 N Rocky Point Drive Tampa, FL 33607	CONTACT NAME: PHONE (A/C, No. Ext): 844-290-4908 E-MAIL ADDRESS: bbsicerts@locktonaffinity.com FAX (A/C, No):
INSURED RICH & FAMOUS, INC. DBA: BIGGREEN CLEANING COMPANY 5551 EKWILL STREET, SANTA BARBARA, CA 93111	INSURER(S) AFFORDING COVERAGE INSURER A: Ace American Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 22667

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☐ N / A			C73855202	9/1/2025	9/1/2026	X PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Policy State = CA

CERTIFICATE HOLDER**CANCELLATION**

City Of Carpinteria
5775 Carpinteria Ave.
Carpinteria, CA 93013

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lisa Abernathy



RICH&FA-01

ESILVA1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/8/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 HUB International Insurance Services Inc. PO Box 3310 Santa Barbara, CA 93130-3310	CONTACT NAME: Elvia Silva PHONE (A/C, No, Ext): (805) 879-9505 FAX (A/C, No): (805) 617-1762 E-MAIL ADDRESS: elvia.silva@hubinternational.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Travelers Property Casualty Company of America	NAIC # 25674
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED Rich & Famous, Inc. Big Green Cleaning Company 5551 Ekwil St. Santa Barbara, CA 93111

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X		P-660-7T047291-TIL-25	9/1/2025	9/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			810-7T047137-25-43-G	9/1/2025	9/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			CUP-7T052682-25-43	9/1/2025	9/1/2026	EACH OCCURRENCE \$ 14,000,000 AGGREGATE \$ 14,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Carpinteria, its officials, employees, volunteers and agents are included as Additional Insureds under the General Liability policy, additional insured coverage applies when required by written contract per attached form: CG D2 46 04 19.
This insurance is considered Primary and Non-Contributory under the General Liability policy per attached form: CG T1 00 02 19 (pg 16).

CERTIFICATE HOLDER

CANCELLATION

City of Carpinteria 5775 Carpinteria Avenue Carpinteria, CA 93013	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED **(Includes Products-Completed Operations If Required By Contract)**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
- (b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense took place;
- (b) The names and addresses of any injured persons and witnesses; and
- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

COMMERCIAL GENERAL LIABILITY

- (a)** Immediately record the specifics of the claim or "suit" and the date received; and
 - (b)** Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3)** Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4)** Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.**, Other Insurance, of Section **IV** – Commercial General Liability Conditions.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
 - (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that

is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) If such "pollutants" are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed

to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) 50 feet long or less; and
 - (b) Not being used to carry any person or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify as "mobile equipment" under the definition of "mobile equipment" if such land vehicle were not subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged; or

- (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage" arising out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and

accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply to liability for damages because of "bodily injury".

q. Unsolicited Communication

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

r. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

s. Asbestos

(1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

(2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph (1) above.

(3) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or
- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

t. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any:

- (a) Refusal to employ that person;
- (b) Termination of that person's employment; or
- (c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the

employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

Exclusions c. through n. do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

This exclusion does not apply to "personal injury" caused by malicious prosecution.

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Or Used Prior To Policy Period

(1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or

(2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party

against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Intellectual Property

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

(1) Copyright;

(2) Patent;

(3) Trade dress;

(4) Trade name;

(5) Trademark;

(6) Trade secret; or

(7) Other intellectual property rights or laws.

This exclusion does not apply to:

(1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

(2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" caused by an offense committed by an insured whose business is:

(1) Advertising, "broadcasting" or publishing;

(2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a.(1), (2) and (3) of the definition of "personal injury".

For the purposes of this exclusion:

(1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

(2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts or owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or

neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury" arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Unsolicited Communication

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

q. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

r. Asbestos

(1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.

(2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph (1) above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or

assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

s. Employment-Related Practices

"Personal injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "personal injury".

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or

- (3) Because of your operations; provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
 - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.
2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been

assumed by the insured in the same "insured contract";

- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverages – Coverage A – Bodily Injury And Property Damage Liability** or Paragraph **2.e.** of Section **I – Coverages – Coverage B – Personal And Advertising Injury Liability**, such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
 - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer

workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.

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- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:
 - (1) 50 feet long or less; and
 - (2) Not being used to carry any person or property for a charge.
- 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. An organization, other than a partnership, joint venture or limited liability company; or
 - b. A trust;
- as indicated in its name or the documents that govern its structure.
- 4. Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:
 - a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.
- 5. Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:
 - a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
 - b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint

venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section II – Who Is An Insured.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C;
 because of all "bodily injury" and "property damage" arising out of any one "occurrence".
 For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.
 You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

- (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
 - d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
 - e. The following provisions apply to Paragraph a. above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

 - (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.
 - (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

 - (a) Any individual who is:

 - (i) A partner or member of any partnership or joint venture;
 - (ii) A manager of any limited liability company;
 - (iii) An executive officer or director of any other organization; or
 - (iv) A trustee of any trust;

that is your partner, joint venture member, manager or trustee; or
 - (b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.
 - (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph e.(1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.
- 3. Legal Action Against Us**
- No person or organization has a right under this Coverage Part:
- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
 - b. To sue us on this Coverage Part unless all of its terms have been fully complied with.
- A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (i) Another insurance company;
- (ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph **5.** of Section **III** – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section **III** – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;
- (iii) Any risk retention group; or
- (iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph **c.** below, insurer means a provider of insurance.

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below, except when Paragraph **d.** below applies.

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is insurance for "premises damage";

(iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

(iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph **4.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies; or

(v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph **5.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies.

(b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Advertising injury":
 - a. Means injury caused by one or more of the following offenses:
 - (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
 - (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
 - (a) Appropriates a person's name, voice, photograph or likeness; or
 - (b) Unreasonably places a person in a false light; or
 - (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".
 - b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.
3. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".
4. "Bodily injury" means:
 - a. Physical harm, including sickness or disease, sustained by a person; or
 - b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.
5. "Broadcasting" means transmitting any audio or visual material for any purpose:
 - a. By radio or television; or
 - b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
 - (1) Radio or television programming being transmitted;
 - (2) Other entertainment, educational, instructional, music or news programming being transmitted; or
 - (3) Advertising transmitted with any of such programming.
6. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;
 - (2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph **a.** above, or in a settlement we agree to.
7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

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- 10.** "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.
- 11.** "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.
- 12.** "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- a.** It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b.** You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.
- 13.** "Insured contract" means:
- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";
 - b.** A sidetrack agreement;
 - c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e.** An elevator maintenance agreement;
 - f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- Paragraph **f.** does not include that part of any contract or agreement:
- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
- (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(2)** above and supervisory, inspection, architectural or engineering activities.
- 14.** "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- 15.** "Loading or unloading" means the handling of property:
- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b.** While it is in or on an aircraft, watercraft or "auto"; or
 - c.** While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
- 16.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b.** Vehicles maintained for use solely on or next to premises you own or rent;
 - c.** Vehicles that travel on crawler treads;

- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

- (1) Power cranes, shovels, loaders, diggers or drills; or
- (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

- e. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
- (2) Cherry pickers and similar devices used to raise or lower workers;

- f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

17. "Occurrence" means:

- a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or

- b. An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

18. "Personal and advertising injury" means "personal injury" or "advertising injury".

19. "Personal injury":

- a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

- (1) False arrest, detention or imprisonment;
- (2) Malicious prosecution;
- (3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
- (4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or
- (5) Oral or written publication, including publication by electronic means, of material that:
 - (a) Appropriates a person's name, voice, photograph or likeness; or
 - (b) Unreasonably places a person in a false light.

- b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

20. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

21. "Premises damage" means:

- a.** With respect to the first paragraph of the exceptions in Exclusion **j.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or
- b.** With respect to the exception to Exclusions **c.** through **n.** in the last paragraph of Paragraph **2.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:
 - (1)** Fire;
 - (2)** Explosion;
 - (3)** Lightning;
 - (4)** Smoke resulting from fire, explosion or lightning; or
 - (5)** Water.

But "premises damage" under this Paragraph **b.** does not include "property damage" to any premises caused by:

- (1)** Rupture, bursting, or operation of pressure relief devices;
- (2)** Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or
- (3)** Explosion of steam boilers, steam pipes, steam engines or steam turbines.

22. "Products-completed operations hazard":

- a.** Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1)** Products that are still in your physical possession; or
 - (2)** Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a)** When all of the work called for in your contract has been completed.
 - (b)** When all of the work to be done at the job site has been completed if your

contract calls for work at more than one job site.

- (c)** When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b.** Does not include "bodily injury" or "property damage" arising out of:
 - (1)** The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (2)** The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3)** Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

23. "Property damage" means:

- a.** Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
- b.** Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

24. "Slogan":

- a.** Means a phrase that others use for the purpose of attracting attention in their advertising.
- b.** Does not include a phrase used as, or in, the name of:
 - (1)** Any person or organization, other than you; or
 - (2)** Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

25. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

26. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

27. "Title" means a name of a literary or artistic work.

28. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.

29. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

30. "Your product":

- a.** Means:
 - (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

- (a)** You;
- (b)** Others trading under your name; or
- (c)** A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

31. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

EXHIBIT E

WORKERS' COMPENSATION REQUIREMENTS

The Consultant is required to sign and file either a statement acknowledging its obligation to secure payment of Workers' Compensation before beginning work, or a declaration confirming that as a sole proprietor consultant is exempt from Workers' Compensation Requirements.

ACKNOWLEDGEMENT OF WORKERS' COMPENSATION OBLIGATION

I, Allen Williams, hereby acknowledge my obligation to secure payment of Workers' Compensation before beginning work.

Big Green Cleaning Company

By: _____
Allen Williams, Owner

Dated: _____



City of Carpinteria

COUNCIL AGENDA STAFF REPORT

ITEM FOR COUNCIL CONSIDERATION

Adopt Resolution No. 6435, Approving the Measure A Five-Year Local Program of Projects for Fiscal Years 2026/27 through 2030/31.

STAFF RECOMMENDATION

1. Adopt Resolution No. 6435, approving the Measure A Five-Year Local Program of Projects for Fiscal Years 2026/27 through 2030/31.
2. Authorize the Public Works Director to submit the Measure A Five-Year Local Program of Projects to the Santa Barbara County Association of Governments.

Sample Motion: I move to:

1. Adopt Resolution No. 6435, as read by title only.
2. Authorize the Public Works Director to submit the Measure A Five-Year Local Program of Projects to the Santa Barbara County Association of Governments.

BACKGROUND

In 1989, voters in Santa Barbara County approved Measure D for a one-half percent sales tax to be used for transportation programs and projects. In November 2008, voters in Santa Barbara County approved Measure A that extended the one-half percent sales tax for 30 years. Measure A contains a strategic spending plan that includes regional projects as well as local programs and projects funded by monthly allocations to each local agency. Measure A requires each local agency to annually prepare a Measure A Five-Year Local Program of Projects for submittal to the Santa Barbara County Association of Governments (SBCAG).

The purpose of this agenda matter is to allow the City Council to consider and approve the Measure A Five-Year Local Program of Projects for submittal to SBCAG.

DISCUSSION

The Measure A Program (Measure A) is administered by SBCAG in which the City of Carpinteria is a member agency. Pursuant to the Measure A rules, the City's Measure A Five-Year Local Program of Projects (Program) must be presented in a public hearing and adopted by resolution prior to its submittal to SBCAG.

Measure A funds may only be spent on qualifying programs and projects that are described in the Program. Measure A also requires a Maintenance of Effort (MOE) expenditure by the local agencies. The MOE expenditure, which is calculated and updated by SBCAG on an annual basis, requires each local agency to match Measure A expenditures with other discretionary non-Measure A funds for transportation programs and projects. To meet this requirement and receive Measure A funds, the City must spend at least \$172,181 from discretionary non-Measure A sources of funds to match the Fiscal Year 2025/26 MOE. The match expense is allocated from the Measure X Fund as the discretionary, non-Measure A source of funds. The City's current fiscal budget, which was approved by City Council in June 2025, ensures the Measure A match requirement will be met.

Measure A also requires a minimum percentage of each local agency's allocation of Local Street and Transportation funds to be spent on eligible Alternative Transportation projects. The City's required minimum percentage for Alternative Transportation is 10-percent. This percentage is a cumulative calculation and must be met or exceeded by the fifth year of the Program and every fifth year thereafter. Fiscal Year 2025/26 is the first program year in the current five-year period. The Alternative Transportation requirements are tracked on an annual basis through an audit process.

The City's audited Alternative Transportation spending through the first five-year period of the Program (Fiscal Year 2010/11 through Fiscal Year 2014/15) was 28.11-percent of the City's total Local Street and Transportation funds allocation. The City's audited Alternative Transportation spending through the second five-year period (Fiscal Year 2015/16 through Fiscal Year 2019/20) was 14.94-percent of the City's total Local Street and Transportation funds allocation. Audited expenditures of the most recent five-year period (Fiscal Year 2020/21 through Fiscal Year 2024/25) is projected to show spending of 20-percent of the City's total Local Street and Transportation funds allocation.

Staff also estimates current Alternative Transportation spending to be approximately 19-percent of the City's total allocation through Fiscal Year 2025/26. Finally, staff anticipates the following alternative transportation projects would increase the City's Alternative Transportation percentage within the next fiscal year:

1. Franklin Creek Trail Improvement Project. The project includes accessible surfacing, safety fencing, and adjacent accessibility improvements to and from Aliso Elementary School along Franklin Creek Trail between Carpinteria Avenue and Seventh Street and Ninth Street between Franklin Creek Trail and Holly Avenue.
2. Citywide sidewalk maintenance.

With the adoption of Resolution No. 6435, the Program would allocate Measure A funds to the City's Street Maintenance and Capital Improvements programs. Measure A funds pay for both staff and consultant/contractor costs associated with qualifying maintenance and capital project work. The proposed Program is shown as Attachment A.

Capital projects consist of projects included in the Capital Improvements Plan (CIP) as well as projects that are considered capital maintenance. Capital maintenance projects are developed by the Public Works Department to address heavy maintenance needs such as curb, gutter, and sidewalk repairs, and pavement maintenance. These projects are typically included in the annual Public Works Department's budget. Local public transit and alternative transportation projects are also qualifying expenditures for allocations under the Program.

The table below shows the past years' total annual Measure D/Measure A¹ revenues to the City including annual allocations and grants, City expenditures for public transit services (i.e. Santa Barbara Metropolitan District, Easy Lift and Help of Carpinteria), and the annual availability of net revenue for City maintenance and operations. The table also reflects the net Measure D/Measure A allocations after expending money on public transit services expenses as well as Measure A grant monies received by the City. This is the amount available to address the Program and grant projects.

Fiscal Year	Measure D Allocation	Measure A Allocation	SBMTD	Easy Lift	Help of Carpinteria	Measure A Grant Programs	Net
2004/05	\$748,764	\$0	\$54,802	\$12,612	\$5,000	\$0	\$676,350
2005/06	\$815,976	\$0	\$56,173	\$12,612	\$5,000	\$0	\$742,191
2006/07	\$748,857	\$0	\$57,577	\$12,612	\$5,000	\$0	\$673,668
2007/08	\$787,107	\$0	\$59,016	\$12,612	\$5,000	\$0	\$710,479
2008/09	\$709,093	\$0	\$85,751	\$12,612	\$5,000	\$0	\$605,730
2009/10	\$717,435	\$0	\$64,527	\$12,612	\$5,000	\$0	\$635,296
2010/11	\$0	\$633,709	\$0	\$17,000	\$0	\$0	\$616,709
2011/12	\$0	\$800,356	\$0	\$12,000	\$5,000	\$541,150	\$1,324,506
2012/13	\$0	\$648,772	\$0	\$12,000	\$5,000	\$263,623	\$895,395
2013/14	\$0	\$624,459	\$0	\$12,000	\$5,000	\$0	\$607,459
2014/15	\$0	\$725,334	\$0	\$12,000	\$5,000	\$0	\$708,334
2015/16	\$0	\$748,818	\$0	\$12,000	\$5,000	\$447,044	\$1,178,862
2016/17	\$0	\$757,998	\$0	\$12,000	\$10,000	\$0	\$735,998
2017/18	\$0	\$910,479	\$0	\$12,000	\$5,429	\$0	\$893,050
2018/19	\$0	\$772,022	\$0	\$12,000	\$5,429	\$0	\$754,593
2019/20	\$0	\$855,187	\$0	\$12,000	\$5,530	\$85,938	\$923,595
2020/21	\$0	\$904,394	\$0	\$12,000	\$5,430	\$0	\$886,964

¹ Under the Measure D Program, the City received Measure D fund allocations and then expended Measure D money for alternative transportation services provided by SBMTD. Under the Measure A Program, SBMTD receives a direct allocation from Measure A.

2021/22	\$0	\$801,800	\$0	\$12,000	\$5,430	\$275,188	\$1,059,558
2022/23	\$0	\$1,013,269	\$0	\$12,000	\$5,429	\$0	\$995,840
2023/24	\$0	\$1,025,975	\$0	\$12,000	\$5,430	\$0	\$1,008,545
2024/25	\$0	\$1,010,245	\$0	\$12,000	\$5,430	\$0	\$992,815
2025/26	\$0	\$1,096,109	\$0	\$12,000	\$5,430	\$226,563	\$1,078,679
Note: All amounts shown in table are actuals. FY 2017/18 actual Measure A revenue of \$910,479 is an anomaly due to a change in accounting accruals to record revenues earned in that fiscal year as compared with prior years.							

Measure A also provides for competitive alternative transportation grants. The City must compete for the Measure A alternative transportation grants, and the call for grant proposals occurs about every two or three years. In 2022 and 2025, the Public Works Department submitted Cycle 5 and Cycle 6 applications, respectively, for both the Measure A Bicycle and Pedestrian and Safe Routes to School grant programs towards the Franklin Creek Trail Improvement Project. The City was awarded a combined \$501,751 from these grant funds for this project. The City received a total of \$1,564,718 in Measure A grants from the five previous cycles. If awarded, the competitive alternative transportation grants must be solely used for identified capital projects, not maintenance, and must be reflected in the awarded agency's Measure A Local Program of Projects.

POLICY CONSISTENCY

The proposed Program is consistent with the Circulation Element of the General Plan and Local Coastal Plan. The recommendation is also consistent with and serves to implement the City's CIP.

The adoption of the Measure A Five-Year Local Program of Projects is a requirement of Measure A as established by Ordinance No. 5 of the Santa Barbara County Local Transportation Authority. Adoption of the Program obligates the City to expend Measure A funds on the projects listed in the Program; however, the Program may be modified each year to reflect the changing priorities of the City Council. The Program may also be amended during a program year subject to the approval of the SBCAG Board of Directors. Measure A funds are intended to be flexible, and adoption of the Program does not preclude the City from determining transportation priorities.

In January 2026, SBCAG approved the five-year estimate of Measure A local apportionments in the amount of approximately \$5,607,726 million. The total Measure A revenue amount is \$5,638,258, which includes a projected carry-over fund balance of \$30,532 from the Fiscal Year 2024/2025 Budget.

FINANCIAL CONSIDERATIONS

No Additional Funding Requested.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

As a funding source for the City's transportation infrastructure, Measure A revenue and related programming for use are critical to mitigating the liability exposure and protecting public welfare and safety.

OPTIONS

1. Adopt Resolution No. 6435 and authorize the Public Works Director to submit the Measure A Five-Year Local Program of Projects to the Santa Barbara County Association of Governments. (Staff recommendation)
2. Direct revisions be made and adopt the Measure A Local Program of Projects for Fiscal Years 2026/27 to 2030/31. The Measure A Local Program of Projects is due to SBCAG by March 31, 2026.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at this meeting.

ATTACHMENTS

Attachment A: Resolution No. 6435

Staff contact:
Stephon Downes, Management Analyst
(805) 755-4446; stephond@carpinteriaca.gov



Signature

Reviewed by:
John L. Ilasin, Public Works Director
(805) 880-3402; johni@carpinteriaca.gov



Signature

Reviewed by:
Licette Maldonado, Administrative Services Director
(805) 755-4448; licettem@carpinteriaca.gov



Signature

Reviewed by
Ryan Kintz, Assistant City Manager
(805) 755-4400; ryank@carpinteriaca.gov



Signature

Reviewed by:
Michael Ramirez, City Manager
(805) 755-4400; michaelr@carpinteriaca.gov



Signature

ATTACHMENT A

Resolution No. 6435

RESOLUTION NO. 6435

**A RESOLUTION OF THE CARPINTERIA CITY COUNCIL ADOPTING
THE MEASURE A FIVE-YEAR LOCAL PROGRAM OF PROJECTS
FOR FY 2026-27 THROUGH FY 2030-31**

WHEREAS, on November 4, 2008, the voters of Santa Barbara County approved Ordinance No. 5, the Road Repair, Traffic Relief and Transportation Safety Measure known as Measure A; and

WHEREAS, the Ordinance provides that the Santa Barbara County Local Transportation Authority shall annually approve a program of projects submitted by local jurisdictions identifying those transportation projects eligible to use Measure A funds during the succeeding five-year period; and

WHEREAS, the City of Carpinteria was provided with an estimate of annual Measure A local revenues for fiscal years 2026-27 through 2030-31 (Exhibit A); and

WHEREAS, the City of Carpinteria has held a public hearing in accordance with Section 18 of the Ordinance;

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1. The City of Carpinteria does hereby adopt the attached Five-Year Local Program of Projects (Exhibit B) to be funded in part with Measure A revenues and authorizes submittal to the Santa Barbara County Association of Governments.

SECTION 2. The City of Carpinteria certifies that it will include in its budget an amount of local discretionary funding for local streets and roads sufficient to comply with the Maintenance of Effort requirements contained in Section 27 of the Measure A Ordinance, and

SECTION 3. Pursuant to the Measure A ordinance, the City of Carpinteria will not use Measure A revenues to replace private developer funding that has been committed to a transportation project or would otherwise be required under current City policies.

SECTION 4. The City of Carpinteria has complied with all other applicable provisions and requirements of the Measure A Ordinance.

PASSED, APPROVED AND ADOPTED this 23rd day of February, 2026, by the following called votes:

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

ABSTAIN: COUNCILMEMBER:

Mayor, City of Carpinteria

ATTEST:

Brian C. Barrett, MMC, CPMC
City Clerk, City of Carpinteria

I hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Carpinteria held on February 23, 2026.

Brian C. Barrett, MMC, CPMC
City Clerk, City of Carpinteria

APPROVED AS TO FORM:

Jena Shoaf Acos, on behalf of Brownstein
Hyatt Farber Schreck, LLP acting as
City Attorney of the City of Carpinteria

EXHIBIT A
TO RESOLUTION NO. 6435

Five-Year Estimate of Measure A Local Apportionments

EXHIBIT A

CITY OF CARPINTERIA
Five-Year Measure A Revenue Estimate
Local Street and Transportation Improvements

Jurisdiction	Carry-over from Prior Years	FY 26/27	FY 27/28	FY 28/29	FY 29/30	FY 30/31	Total
City of Carpinteria	\$30,532	\$1,042,944	\$1,075,048	\$1,113,231	\$1,152,081	\$1,224,422	\$5,638,258

Alternative Mode Percentage	10%
Minimum to be Spent on Alternative Modes by FY 30/31	\$563,826

EXHIBIT B
TO RESOLUTION NO. 6435

Measure A Five-Year Program of Local Projects

Five Year Measure A Program of Projects (FYs 26/27 to 30/31)
Measure A Local Street and Transportation Improvements Submittal Form
(Figures in \$000)

[illegible]

TOTAL EXPENDITURES	\$1,632	\$0	\$275	\$1,042	\$1,075	\$1,113	\$1,152	\$1,224	\$5,881	\$1,325	\$0	\$8,587	\$2,149	\$14,672	\$26,701	\$32,497
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TOTAL MEASURE A ALLOCATION (FY 2026/27 TO 2030/31)		\$5,681
MINIMUM ALTERNATIVE PERCENTAGE PRESCRIBED BY INVESTMENT PLAN TO BE MET BY FY 2030/31 FOR FISCAL YEARS 2026/27 THROUGH 2030/31	10%	
TOTAL MEASURE A ALLOCATION TO ALTERNATIVE TRANSPORTATION	\$1,172	\$1,172
PERCENTAGE OF MEASURE A ALLOCATION TO ALTERNATIVE TRANSPORTATION		19.93%



City of Carpinteria

COUNCIL AGENDA STAFF REPORT

ITEM FOR COUNCIL CONSIDERATION

Selection of the 2025 City of Carpinteria Volunteer of the Year

STAFF RECOMMENDATION

1. Direct City staff to submit the Volunteer of the Year recipient to the Carpinteria Community Association's Community Awards.
2. Direct staff to prepare a Resolution for the Volunteer of the Year awardee to be adopted at a future City Council Meeting.

Sample Motion: I move to:

1. Commend Carpinteria Volunteer of the Year nominees for their service in 2025, as well as select and submit Reynaldo Cardenas as the Volunteer of the Year recipient to the Carpinteria Community Association on behalf of the City of Carpinteria.
2. Direct City staff to prepare a Resolution for Volunteer of the Year to be adopted at the April 27, 2026 Council Meeting.

BACKGROUND

Each year, the City of Carpinteria nominates and selects a Volunteer of the Year for the Carpinteria Community Association. This award recognizes an individual who has made significant volunteer contributions to the City over the preceding year. The selected Volunteer of the Year will be honored at the Carpinteria Community Awards (CCA) Banquet held at Girls Inc. of Carpinteria on April 18, 2026.

Nominations for the City of Carpinteria Volunteer of the Year are submitted by City staff who oversee or are actively involved in the City's volunteer programs and activities. In accordance with CCA award criteria, only one individual may be selected annually.

The purpose of this agenda item is for the Council to select and recognize the 2025 City of Carpinteria Volunteer of the Year recipient.

DISCUSSION

In previous years, a list of nominees was presented to the City Council during a public meeting, and the recipient was selected by the Council at that time. Following direction provided by the City Council during last year's process, the selection approach was revised to incorporate direct input from staff who oversee volunteer programs. Under the updated process, these staff members identify and recommend a volunteer who has demonstrated exceptional service, with the final recommendation brought forward to the City Council for recognition and formal action.

In January 2026, City staff overseeing volunteer programs and operations were invited to submit nominations describing volunteers who demonstrated outstanding service to the City during the year. In addition, staff created an annual volunteer recognition event, first introduced last Fall, to provide an opportunity to collectively recognize all City volunteers.

A committee comprised of city staff responsible for volunteer coordination convened to review and discuss the nominations received. Evaluation criteria included scope of service and impact.

The committee recommended Reynaldo Cardenas as Volunteer of the Year. Reynaldo exemplifies exceptional commitment and service and is being brought forward for City Council recognition and approval to be submitted to the Carpinteria Community Association.

Reynaldo organizes and oversees the City's Annual Summer Co-Ed Adult Softball League at Viola Fields. While the City provides support for registration processing and select expenses, he independently manages numerous aspects of league operations throughout the year, including team coordination, scheduling, communication, securing umpires, managing supplies, organizing playoffs, and coordinating awards, among many other responsibilities. His leadership ensures the league operates smoothly and remains accessible, affordable, and welcoming to the entire Carpinteria community.

The Summer Co-Ed Softball League is a long-standing community tradition that promotes physical activity, social connection, and community engagement. Reynaldo's family has partnered with the City of Carpinteria since the early 1980s, beginning with his father, continuing with his brother, and now carried on by Reynaldo. The program brings together participants from diverse backgrounds and provides opportunities for community members to connect through shared recreation. Through his dedication, Reynaldo continues a multi-generational tradition of service, contributing significant time and effort each year to sustain and strengthen this valued community program.

ATTACHMENTS

A. Carpinteria Volunteer of the Year History

Staff contact:

Juliza Briones, Program Manager
805-755-4401; julizab@carpinteriaca.gov


Signature

Staff contact:

Torrie Cutbirth, Program Manager
805-755-4432; torriec@carpinteriaca.gov


Signature

Reviewed by:

Michael Ramirez, City Manager
805-755-4450; michaelr@carpinteriaca.gov


Signature

ATTACHMENT A

Carpinteria Volunteer of the Year History

Attachment A:
City of Carpinteria Volunteer of the Year History

2024: Ted Rhodes

2023: Jack Niederpreum

2022: Andy & Kathy Sheaffer

2021: Pedro Castro Lopez

2019: Bryan Mootz

2018: Brad & Barbara Smith

2017: Dale Olivas

2016: Dick Winberg

2015: Harry & Patty Manuras

2014: Lee Heller

2013: Donna Jordan



City of Carpinteria

COUNCIL AGENDA STAFF REPORT

ITEM FOR COUNCIL CONSIDERATION

Professional Services Agreement with Atlas Planning Solutions to complete the Emergency Operations Plan and Five-Year Emergency Preparedness Work Plan for the City of Carpinteria.

STAFF RECOMMENDATION

Authorize the City Manager to execute a professional services agreement with Atlas Planning Solutions in an amount not-to-exceed \$105,200 to complete the Emergency Operations Plan and Five-Year Emergency Preparedness Workplan.

Sample Motion: I move to approve and authorize the City Manager to execute a Professional Services Agreement with Atlas Planning Solutions in an amount not to exceed \$105,200. *(This motion requires a roll call vote.)*

BACKGROUND

On June 23, 2025, the City Council adopted a two-year budget for fiscal years 2025-2026 and 2026-2027 (FY 2025 – 2027). The budget document¹ included department-level objectives developed to advance adopted City Council goals and priorities².

One primary objective of the City's Emergency Preparedness program is to: Review existing emergency plans, identify critical gaps or outdated sections, prioritize necessary updates, and create new plans as necessary to ensure comprehensive emergency preparedness and compliance.

Current Emergency Operations Plan

The City's current Emergency Operations Plan (EOP) was last updated in 2014, nearly twelve years ago. Best practices in emergency management, including guidance from the Federal Emergency Management Agency (FEMA) Comprehensive Preparedness Guide

¹ <https://carpinteriaca.gov/wp-content/uploads/2025/08/FINAL-Locked-Linked-Flattened.pdf>

² https://carpinteria.granicus.com/MetaViewer.php?view_id=2&clip_id=1604&meta_id=102663

(CPG) 101 and the California Governor's Office of Emergency Services (Cal OES), recommend that local Emergency Operations Plans be reviewed annually and comprehensively updated at least every five years, or sooner if significant legal, organizational, or hazard-related changes occur.

Since 2014, there have been substantial changes in federal and state emergency management procedures, including updates to the National Incident Management System (NIMS), Incident Command System (ICS) guidance, Homeland Security Exercise and Evaluation Program (HSEEP) doctrine, disability access and functional needs planning requirements, and evolving equity standards in emergency management. Additionally, California law and regulatory guidance affecting emergency planning, accessibility compliance (Section 508), and whole-community engagement practices have evolved significantly.

Over the past decade, the City has also experienced new and emerging hazards including large-scale wildfires, public safety power shutoffs (PSPS), pandemic response, coastal flooding concerns, and heightened community expectations for coordinated, equitable emergency response.

The purpose of this agenda matter is to consider a professional services agreement with Atlas Planning Solutions to assist city staff with an update of the City's EOP to reflect recent changes and to ensure alignment with current state and federal requirements, guidance, and operational best practices.

DISCUSSION

Need for Consultant Support

Updating the EOP and developing a comprehensive Five-Year Emergency Preparedness Work Plan will ensure compliance with current standards, strengthen coordination within the Santa Barbara Operational Area, and provide a realistic roadmap for advancing preparedness in a fiscally responsible and sustainable manner.

To address these deficiencies, the City issued a Request for Proposals (RFP) on December 9, 2025, seeking qualified consulting services to update the EOP and develop a comprehensive Five-Year Emergency Preparedness Work Plan.

While City staff carefully evaluated whether this work could be completed entirely in-house, the City's Emergency Preparedness program only includes approximately one-third of a full-time staff person. A comprehensive update consistent with FEMA CPG 101, Cal OES Crosswalk requirements, NIMS/ICS doctrine, accessibility standards, and whole-community engagement best practices is both technical and time-intensive. The scope also includes bilingual community workshops, structured EOP training, design and facilitation of a Homeland Security Exercise and Evaluation Program (HSEEP)-aligned tabletop exercise, and development of a practical Five-Year Work Plan. Due to the

technical complexity, timeline demands, and limited staff capacity, partnering with a qualified consultant was determined to be the most efficient and responsible approach.

The consultant's role is to guide and support the City through the update process, not to replace City leadership or develop the plan independently. City staff and partner agencies will remain active participants and primary content contributors throughout the project. Staff will provide operational knowledge, local hazard insight, and policy direction, and will review and shape all drafts and deliverables.

The consultant will provide technical expertise, ensure alignment with evolving federal and state standards, facilitate structured stakeholder and community engagement, and help identify areas that may benefit from clarification or enhancement. This collaborative approach allows the City to benefit from specialized expertise and an objective perspective while maintaining full ownership and control of the final product.

By utilizing consultant support in this manner, the City can complete a high-quality, compliant, and operationally practical Emergency Operations Plan and Five-Year Work Plan within the anticipated timeline, while preserving staff capacity and ensuring the plan reflects Carpinteria's specific needs and priorities.

Consultant Selection

A Request for Proposals (RFP) was publicly released on December 9, 2025. In addition to standard public posting procedures, the RFP was broadly distributed to local partner agencies and neighboring jurisdictions within the Santa Barbara Operational Area to ensure wide visibility among qualified emergency management planning firms. The RFP was also shared with regional emergency management contacts, public safety partners, and professional networks to encourage competitive proposals and promote transparency in the procurement process.

City staff evaluated proposals using the criteria identified in the RFP, including understanding of scope and approach, qualifications and experience, work plan quality, community engagement strategy, cost proposal and value, and references. The City also invited regional subject matter experts to participate in the scoring and interview process. JD Saucedo, Emergency Manager, of the Santa Barbara County Office of Emergency Management and Dave Baker, Fire Captain, of the Carpinteria-Summerland Fire Protection District participated alongside City staff. Their involvement alongside the City strengthened the review process, and both members expressed confidence in the recommended consultant's ability to successfully support the City in completing the project.

Following evaluation and interviews conducted on February 6, 2026, staff determined that Atlas Planning Solutions was the most qualified firm based on demonstrated experience in local government emergency planning, familiarity with FEMA and Cal OES requirements, community engagement expertise, and ability to deliver the project within the City's staffing capacity.

Strategy and Timeline

The project with Atlas Planning Solutions is structured to deliver a comprehensive update to the Emergency Operations Plan (EOP) and a Five-Year Emergency Preparedness Work Plan through a phased approach. The following is an overview of what is included in the contract, but further details can be found in Attachment A, Exhibit A: Basic Services to be Performed:

1. **Project Coordination:** Regular project and stakeholder coordination, and monthly progress reporting to ensure timely communication and alignment.
2. **EOP Development:** Update the EOP framework to align with FEMA and Cal OES standards, develop draft and final versions, and provide support for City Council adoption.
3. **Community and Stakeholder Engagement:** In collaboration with City staff, facilitate two workshops (one in English and one in Spanish) and incorporate feedback into plan development to ensure community input is reflected.
4. **Training and Exercises:** Deliver in-person EOP training for staff and partners, and conduct a tabletop exercise (TTX) with an After-Action Report to identify improvements.
5. **Five-Year Emergency Preparedness Work Plan:** Develop a practical, implementable work plan that aligns with the updated EOP and guides future preparedness efforts.

Key Milestones:

1. Project kickoff and coordination: Mar–Apr 2026
2. EOP development and internal review: Apr 2026–Feb 2027
3. Community workshops: Oct 2026
4. Completion of Five-Year Work Plan: Feb 2027
5. Draft EOP finalization and City Council adoption: Feb–Mar 2027
6. Staff training and tabletop exercise: Apr–May 2027

Note: These dates are approximate and may be adjusted as needed to accommodate project progress and stakeholder availability. The project will be completed by the end of Fiscal Year 2026-27.

This approach ensures a coordinated, compliant, and operationally practical update while integrating community input and preserving staff capacity.

POLICY CONSISTENCY

This action is consistent with City Council Fiscal Year 2025/26-2026/27 Strategic Plan Primary Goal # 1: Enhance Public Outreach, Education, and Transparency.

FINANCIAL CONSIDERATIONS

The City originally allocated \$25,000 in FY 2025–26 and \$25,000 in FY 2026–27 for a total project budget of \$50,000 to support the Emergency Operations Plan (EOP) update and Five-Year Emergency Preparedness Work Plan.

Following issuance of the RFP and receipt of proposals, staff conducted a more detailed review of the level of effort required to complete the full scope of work in compliance with current federal and state standards. Staff also consulted with neighboring jurisdictions within the Santa Barbara Operational Area and other similarly sized cities that have recently completed EOP updates to better understand current market costs and best practice approaches.

In addition, staff explored and conducted several cost-saving actions, including refining deliverables, prioritizing essential annex development, clarifying City-led responsibilities to avoid duplication of effort, and evaluating phased approaches where feasible. The proposed agreement reflects those efficiencies while maintaining the integrity and completeness of the project. Staff believes the revised budget represents a responsible, economical, and realistic investment given the technical complexity and long-term importance of this work.

Based on this review, staff is recommending an increase of \$55,200 in FY 2026–27, resulting in a total not-to-exceed consultant agreement amount of \$105,200 with Atlas Planning Solutions.

Approval of this item authorizes the City Manager, on behalf of the City of Carpinteria, to execute the Professional Services Agreement. The additional \$55,200 required for FY 2026–27 will be formally presented to the City Council as part of the Mid-Year Budget Recommendations at the March 9, 2026 meeting. Final appropriation of those additional funds will occur through that separate budget action.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The procurement for these services complies with the City's Procurement Policy (Resolution No. 6341) and California Government Code 4525 et seq. regarding the procurement of professional consulting services.

OPTIONS

The City Council may consider the following options:

1. Authorize the City Manager to execute the agreement with Atlas Planning Solutions in an amount not to exceed \$105,200 to complete the Emergency Operations Plan update and develop the Five-Year Emergency Preparedness Work Plan.
2. Decline the City Manager to authorize the agreement and provide alternate direction to staff.

PRINCIPAL PARTIES EXPECTED AT MEETING

Aaron Pfannenstiel, Project Manager, Atlas Planning Solutions
Crystal Stueve, Senior Emergency Operations & Hazard Mitigation Planner

ATTACHMENTS

Attachment A: Agreement with Atlas Planning Solutions

Staff contact:

Juliza Briones, Program Manager
(805) 755-4401, julizab@carpinteriaca.gov


Signature

Reviewed by: Michael Ramirez, City Manager
(805) 755-4450, michaelr@carpinteriaca.gov


Signature

ATTACHMENT A

Agreement with Atlas Planning Solutions

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT FOR CONSULTANT SERVICES (“Agreement”) is made and effective as of the 23rd of February , 2026 by and between the City of Carpinteria, a municipal corporation (“**City**”), and the Atlas Planning Solutions (“**Consultant**”) (collectively, the “**Parties**”) at Carpinteria, California, with reference to the following facts:

- A. City has determined that it is necessary and appropriate to engage a non-design professional to carry out the services described herein; and
- B. Consultant has represented itself as being fully qualified and available to perform the consultant services required or necessary under this Agreement in a fully competent, professional and timely manner; and
- C. City desires to contract with Consultant and Consultant is willing to perform the consultant services, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. SERVICES.

- 1.1 **Basic Services.** City hereby retains Consultant to perform the services described and set forth in the attached Exhibit A (“**Basic Services**”), which is incorporated by this reference as though set forth in full. Consultant hereby agrees to perform said services within the designated time frames and accepts this retention. Consultant shall complete the Basic Services according to a schedule of performance which is also set forth in Exhibit A. The Parties agree and acknowledge that time is of the essence in performance of this Agreement.
- 1.2 **Additional Services.** In addition to the Basic Services, City may elect to have Consultant perform additional services that are beyond the current scope of the Basic Services, but within the expertise of Consultant (“**Additional Services**”). Such Additional Services shall be mutually agreed to in advance and specified in a writing, which shall also specify the basis for the Consultant’s fee for such additional services. Basic Services and Additional Services are referenced collectively as “**Services.**”

2. PERFORMANCE.

- 2.1 **Standard of Performance.** Consultant shall faithfully, competently and diligently perform the obligations and responsibilities required by this Agreement, applying best management practices and the same standards of care utilized by persons commonly engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement. Consultant shall not engage the assistance of

subcontractors for performance of the Services unless previously agreed to in writing by the City.

- 2.2 **Labor and Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, tools, transportation and services necessary for the successful completion of the Services. Consultant shall give its attention and supervision to the fulfillment of the provisions of this Agreement by its employees and subcontractors and shall be responsible for the timely performance of the Services required by this Agreement. Consultant is an independent contractor of City. Any and all employees of the Consultant engaged by the Consultant in the performance of any work or services required of the Consultant under this Agreement, shall be considered employees or agents of the Consultant only and not of the City, and any and all claims that may or might arise under any workers compensation or other law or contract on behalf of said employees while so engaged shall be the sole obligation and responsibility of the Consultant. Consultant is solely responsible for the professional quality, accuracy and timely completion and/or submission of all work related to the Basic Services.
- 2.3 **Review of Service.** Consultant shall furnish City with reasonable opportunities from time to time to ascertain whether the Services of Consultant are being performed in accordance with this Agreement. All work done and materials furnished shall be subject to final review and approval by City; Consultant is not providing final approval or review, which is solely City's function and role. City review and approval of such work and Services shall not, however, relieve Consultant of any of its obligations under this Agreement.
- 2.4 **Contract Administration.** The City Manager or his/her designee shall represent the City in all matters relating to the administration of this Agreement. The City Manager or his/her designee shall have the authority to act on the City's behalf to review and approve all products submitted by Consultant and may execute all necessary documents to authorize Consultant to perform Additional Services as provided for herein. The City Manager or his/her designee shall have the authority to render decisions within guidelines established by the City Council and shall be available during working hours as often as may be reasonably required to render decisions and to furnish information. The following individual(s) will serve as the primary contact(s) for Consultant in the administration of this Agreement:
- Juliza Briones, Program Manager
- 2.5 **Representations and Warranties.** Consultant represents and warrants to City that: (i) its fulfillment of its obligations and, as applicable, performance the Services under this Agreement, will not violate any applicable or breach any contracts with third parties and (ii) it has the right, power and authority to fulfill its obligations, and, as applicable perform the Services, and enter into this Agreement; (iii) the Services contemplated hereunder will be performed by adequately trained, competent personnel, in a professional manner, with such personnel having the requisite skill and expertise necessary to perform and complete the Services in accordance with industry standards and in accordance with the terms and conditions of this Agreement; and (iv) the Services and all deliverables provided hereunder will conform to the specifications agreed-to by the parties.

3. **TERM.** This Agreement shall be effective as of the date first above written and shall continue until all Services to be provided by Consultant are completed to the satisfaction of the City, unless terminated earlier as provided for herein.
4. **COMPENSATION.**
- 4.1 **Basic Services.** For Basic Services, City shall pay Consultant on a time and materials basis, not to exceed amount of \$105,200 as full compensation for all labor, materials, equipment, tools, transportation, and Services. This compensation shall be paid in accordance with the payment rates and schedule as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based on the actual time spent on the tasks and the actual price of the necessary materials. In the event a term or condition in any document or attachment conflicts with a term or condition of this Agreement the term or condition in this Agreement shall control. Should such conflict arise the priority of documents shall be as follows: This Agreement, the City's Request For Proposal together with attachments, Consultant's proposal together with attachments.
- 4.2 **Additional Services.** Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to the Basic Services, unless such services are authorized Additional Services agreed to in advance and in writing in the method provided for herein. Consultant will submit fee estimates for such Additional Services upon request of City.
- 4.3 **Invoices.** Should City reasonably determine that Consultant has not fulfilled any services or met the timelines established in Exhibit A, City shall notify Consultant of the failure in writing of deficiencies believed to be substantially inadequate within thirty (30) days after receipt of product or performance of Services. The City, at its discretion may provide the Consultant five (5) days to cure the breach. City may withhold the accompanying payment without penalty until such time as Consultant cures the breach. In the alternative, upon Consultant's failure to meet any deadlines the City may modify the Services schedule. Should Consultant or its representatives fail to cure the breach within five (5) days, or fail to reasonably agree to such modified schedule, City may immediately terminate this Agreement in writing, without penalty or incurring further obligation to Consultant.
- 4.4 **Withholding.** City reserves the right to withhold future payment to Consultant if any aspect of the Consultant's work or performance of Services is found to be substantially inadequate. City shall notify Consultant in writing of deficiencies believed to be substantially inadequate within thirty (30) days after receipt of product or performance of Services.
- 4.5 **Taxes/Insurance/Licenses.** Consultant shall be solely responsible for the payment of any federal, state, or local income tax, social security tax, workers' compensation insurance, state disability insurance, and any other taxes or insurance which Consultant is responsible for paying as an independent contractor under federal, state or local law. At all times during the term of this Agreement, Consultant and any approved subcontractors performing Services under this Agreement shall have in full force and effect all licenses necessary for

the performance of Services hereunder, including without limitation, business licensing from City, all at the sole cost of Consultant.

5. RECORDS.

- 5.1 **Financial Records.** Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of Services under this Agreement. Consultant shall also maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.
- 5.2 **Access to Records.** Consultant shall (i) provide free access to the representatives of City or its designees at reasonable times to books and records as set forth in section 5.1; (ii) shall give City the right to examine and audit said books and records; (iii) shall permit City to make transcripts therefrom as necessary; and (iv) shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of four (4) years after receipt of final payment.
- 5.3 **Original Records.** All original agreements, data, documents, designs, drawings, exhibits, maps, models, computer files, reports, studies, surveys, notes, and other work, materials or documents prepared or used to prepare Consultant's work product in the course of providing the Services pursuant to this Agreement shall be referred to as "**Consultant Work Product**". Upon completion of, or in the event of termination or suspension of this Agreement, all completed and incomplete Consultant Work Product shall become the sole property of City once the Consultant has received payment. City may duplicate, disclose, disseminate, use, reuse or otherwise dispose of Consultant Work Product in whole or in part in any manner it deems appropriate, without the permission of Consultant. With respect to computer files, Consultant shall make available to the City, at Consultant's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files. Consultant may retain copies of such Consultant Work Product as a part of its record of professional activity, except for Consultant Work Product marked as "DRAFT" or "CONFIDENTIAL".

6. TERMINATION.

- 6.1 **Termination Without Cause.** This Agreement may be terminated by either party for any reason upon ten (10) days prior written notice by the terminating party to the other party. In the event of a termination, the date of termination shall be deemed to be the first business day occurring after the expiration of the notice period. Upon receipt of said notice, Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise.
- 6.2 **Termination With Cause.** Either party may terminate this Agreement with cause, effective immediately upon written notice of such termination to the other party and failure

of the breaching party to correct within five (5) days of receiving such notice, based upon the occurrence of any of the following events:

- Material breach of this Agreement;
- Cessation of Consultant to be licensed, as required by applicable law;
- Failure to substantially comply with any applicable federal, state or local law or regulation;
- Filing by or against Consultant of any petition under any law for the relief of debtors; and,
- Filing of a criminal complaint against Consultant for any crime, other than minor traffic offenses.

6.3 **Performance Upon Termination.** In the event this Agreement is terminated pursuant to this Section, City shall pay Consultant for the outstanding balance owed for work performed up to the time of termination. Upon termination of the Agreement, Consultant shall submit an invoice to City as provided for herein and shall submit to the City all of its files for any billable or non-billable matters in which the Consultant is involved under the scope of this Agreement.

6.4 **Termination Upon Mutual Consent.** This agreement may also be terminated by mutual consent of the parties and in accordance with the terms and conditions of any plan of termination established by the parties. In the event of a termination by mutual consent, the date of termination shall be such date as is agreed upon by the parties. The parties may agree to suspend or terminate a portion of this Agreement and such suspension or termination shall not make void or invalidate the remainder of this Agreement.

7. **DISPUTE RESOLUTION.** Except as explicitly provided in Exhibit C relating to claims by Consultant, if any dispute, claim or disagreement shall arise relative to the interpretation or enforcement of this Agreement, the parties shall use commercially reasonable efforts to settle the dispute, claim or disagreement. To this end, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such a solution within a period of thirty (30) days, then, upon notice by either party to the other, the dispute, claim or disagreement shall be submitted to final, binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitrator shall have the authority to assess arbitration costs and expenses against either or both parties. The decision in the arbitration shall be binding on all parties, and judgment on any arbitration award may be entered in any court of competent jurisdiction.

8. **INSURANCE.** Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in the attached Exhibit D, which is incorporated by this reference as though set forth in full.

9. **INDEMNIFICATION.** To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City and any of its officials, directors, employees and agents (“**Indemnified Parties**”) from and against any and all losses, liabilities, damages, costs, charges, payments, claims, and expenses, including attorney’s fees and costs of defense, which arise out of,

are a consequence of, or are in any way attributable to, in whole or in part, this Agreement, including but not limited to any activities associated with carrying out the agreed to Services by Consultant, its agents, employees, subcontractors, consultants, assigns or by any individual or entity for whom Consultant is legally liable.

10. **RELEASE OF INFORMATION.**

10.1 **Confidentiality.** All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released except to the City, directly or indirectly, by Consultant without City's prior written authorization. Consultant, its officers, employees, subcontractors or sub-consultants shall not voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the Services performed under this Agreement unless requested by the City Attorney or authorized in writing by the City Manager. Response to a subpoena or court order shall not be considered "voluntary" provided that Consultant shall give City prompt written notice of any such court order or subpoena. The provisions of this Paragraph shall survive the termination of this Agreement.

10.2 **Notice and Cooperation.** Consultant shall promptly notify the City Manager and City Attorney in writing if Consultant, its officers, employees, agents, subcontractors or subconsultants are served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any person or party related to this Agreement and/or Consultant's related Services. City has no obligation to, but may exercise discretion to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide the City an opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not grant or imply a right of City to control, direct, dictate or rewrite said response.

11. **RELATIONSHIP TO CITY.**

11.1 **Independent Contractor.** Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

11.2 **No Employee Privileges.** No City employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages or other compensation to Consultant for performing Services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing Services hereunder.

- 11.3 **Consultant Duty to City.** Consultant understands and agrees that its responsibility to provide complete and accurate Services is owed solely to City and that its accountability under this contract shall likewise be solely to City and not to any City applicants or any other third person or entity.
- 11.4 **Interest of Consultant.** Consultant represents and warrants to City that it presently has no interests, and covenants that it shall not acquire any interests, direct or indirect, financial or otherwise, which would conflict with the performance of the services to be provided by Consultant under this Agreement. Consultant further covenants that, in the performance of this Agreement, no subcontractor or employee having such an interest shall be employed by Consultant. Consultant certifies that no one who has or will have any financial interest under this Agreement is: (a) an officer or employee of City, or (b). an officer or employee of the applicant and any of its consultants. Consultant agrees to comply with any applicable conflict of interest code.
- 11.5 **Undue Influence.** Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement or financial inducement. No officer or employee of City will receive compensation, directly or indirectly, from Consultant or any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to any and all remedies at law or in equity.
- 11.6 **Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of the City and the Consultant and will not confer any rights upon any person not expressly a party to this Agreement.

12. GENERAL PROVISIONS.

- 12.1 **Assignment of Rights.** Contractor agrees to assign City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act or under the Cartwright Act arising from purchases of goods, services, or materials pursuant to this Agreement.
- 12.2 **Further Assurances.** City and Consultant each agree to cooperate with one another, to use their best efforts, to act in good faith, and to promptly perform such acts and execute such documents or instruments as are reasonably necessary and proper to consummate the transactions contemplated by this Agreement.
- 12.3 **Notices.** All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if personally served or on the second day after mailing if mailed by first-class mail, registered or certified, return receipt requested, postage prepaid and properly addressed as follows:

To City:
Michael Ramirez, City Manager
City of Carpinteria

To Consultant:
Aaron Pfannenstiel, CEO
Atlas Planning Solutions

5775 Carpinteria Avenue
Carpinteria, CA 93013-2698
P: (805) 684-5405

6578 Barranca Drive
Riverside, CA 92506
P: (951) 444-9379

Any party may change their address for the purpose of this paragraph by giving the other party written notice of the new address in the above manner.

- 12.4 **Legal Responsibilities.** Consultant shall keep itself informed of state, federal and laws and regulations which in any manner affect those employed by it or in any way affect the performance of its Service pursuant to this Agreement. The Consultant shall reasonably observe and comply with such laws and regulations. The City and its officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.
- 12.5 **Licenses.** At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses, certifications, or related credentials required by law for the performance of Services described in this Agreement. Consultant represents that it and/or its employees, agents and subcontractors engaged in such activities possess such licenses, certifications, or credentials and that such licenses certifications, or credentials are current, active, and not in a state of suspension or revocation.
- 12.6 **Labor Conditions.** City is a public entity in the state of California, and therefore, City and Consultant are subject to the provisions of the Government Code and the Labor Code of the state of California. All provisions of law applicable to public contracts and/or this Agreement are incorporated herein by this reference and are made a part of this Agreement to the same extent as if they were fully stated in the Agreement and shall be complied with by Consultant.
- 12.7 **Labor Requirements.** Consultant shall abide by all federal and California laws and regulations regarding wages, including, without limitation, the Fair Labor Standards Act and the California Labor Code, which, in part, mandate that 8 hours' labor constitutes a legal days' work, and require Consultant to pay the general prevailing wage rates. The California statutory provisions for penalties for failure to pay prevailing wages will be enforced and the statutory provisions for penalties for failure to comply with California's wage and hour laws will be enforced. In addition, Consultant is required to comply with the statutory requirements relating to employment of apprentices. Consultant also must secure the payment of workers' compensation to its employees as provided by California law. Consultant acknowledges its obligation to secure payment of Workers' Compensation before beginning work as set forth in the attached Exhibit E (together, "Acknowledgement of Workers' Compensation Obligation" and "Declaration of Exemption from Workers' Compensation") which is incorporated by this reference as though set forth in full. Additionally, Consultant is required to comply with all statutory requirements relating to certified payroll records, including the maintenance of the records, their certification, and their availability for inspection.
- 12.8 **Discrimination.** No person shall be excluded from employment in the performance of this Agreement on the grounds of race, creed, color, sex, age, marital status, sexual orientation

or place of national origin. Consultant shall comply with all local, state, and federal laws relating to equal employment opportunity rights.

- 12.9 **Assignment.** Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of City, which shall have the sole discretion to consent to any proposed assignment. Because of the personal nature of the Services to be rendered pursuant to this Agreement, only Consultant shall perform the services described in this Agreement.
- 12.10 **Waiver.** No waiver of a provision of this Agreement shall constitute a waiver of any other provision, whether or not similar. No waiver shall constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
- 12.11 **Force Majeure.** Neither Consultant nor City shall be liable for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.
- 12.12 **Construction of Terms.** All parts of this Agreement shall in all cases be construed according to their plain meaning and shall not be construed in favor or against either of the parties. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, in whole or in part, the remainder of this Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated thereby. In the event of any provision shall be adjudged invalid, void or unenforceable, the parties hereto agree to enter into a supplemental agreement to effectuate the intent of the parties and the purposes of this Agreement.
- 12.13 **Controlling Law.** The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement, with venue proper only in the County of Santa Barbara, State of California.
- 12.14 **Authorization.** All officers and individuals executing this and other documents on behalf of the respective parties hereby certify and warrant that they have the capacity and have been duly authorized to execute said documents on behalf of the entities indicated.
- 12.15 **Entire Agreement.** This Agreement, along with its attached exhibits, which are incorporated herein by this reference, constitutes the entire Agreement between the parties and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. This Agreement may be altered, amended or modified only by a supplemental writing executed by the parties to this Agreement and by no other means. Each party waives any future right to claim, contest, or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreement, course of conduct, waiver or estoppel.
- 12.16 **Counterparts.** This Agreement may be executed in counterparts, each of which shall remain in full force and effect as to each party.

12.17 **Severability.** In the event that any term or provision of this Agreement shall be held to be invalid, void or unenforceable, then the remainder of this Agreement shall not be affected, impaired or invalidated, and each such term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this Agreement at the place and as of the date first written above.

"CITY"
City of Carpinteria

"CONSULTANT"
Atlas Planning Solutions

By: _____
Michael Ramirez, City Manager

By: _____
Aaron Pfannenstiel, CFO

APPROVED AS TO FORM:
City of Carpinteria

By: _____
Jena Shoaf Acos, on behalf of
Brownstein Hyatt Farber Schreck, LLP
Acting as City Attorney of the City of Carpinteria

By: _____
Suzanne Murray, CEO

ATTEST:
City of Carpinteria

By: _____
Brian C. Barrett, MMC, CPMC
City Clerk

EXHIBIT A

BASIC SERVICES TO BE PERFORMED



**Atlas
Planning
Solutions**

PROPOSAL *for* Emergency Operations Plan and 5 -Year Workplan Development

PREPARED FOR:

City of Carpinteria

January 16, 2026

PREPARED BY:

Atlas Planning Solutions

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Cover Letter

Juliza Briones, Program Manager
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013

Dear Ms. Briones,

We are pleased to submit this proposal for the City of Carpinteria's Emergency Operations Plan, and 5-Year Workplan Development. At Atlas Planning Solutions (APS), we understand the critical importance of emergency planning to ensure the preparedness and resilience of communities in the face of natural disasters and emergencies.

APS offers comprehensive emergency management consulting and disaster preparedness services with a focus on emergency management and hazard mitigation. Relying on our experienced staff, the APS Team will deliver a thorough, actionable, and user-friendly product that will support the City's needs.

To further enhance our Team's capabilities, APS is partnering with Navigating Preparedness Associates, a Small Disabled Veteran Business Enterprise that provides emergency management consulting services throughout California. Our two firms have collaborated on projects like this for the better part of a decade.

For the APS Team, Aaron Pfannenstiel will serve as the project manager and the City's primary point of contact. Mr. Pfannenstiel is committed to ensuring the highest quality product and process for the City, and ensures that all personnel proposed will work on this project.

Atlas Planning Solutions

6578 Barranca Dr

Riverside, CA 92506

www.atlasplanning.org

Aaron Pfannenstiel | Principal

Phone: 951-444-9379

aaron@atlasplanning.org

As a firm principal, Aaron is authorized to negotiate and execute contracts on behalf of the firm and affirms the following:

- This proposal shall remain valid for a period of not less than 180 calendar days from the date of submittal.
- The APS Team has reviewed and acknowledges all Exhibits required if our firm is selected.
- All information submitted with this proposal is true and correct.

If you have questions or would like to schedule an interview with our team, please don't hesitate to contact us.

Respectfully submitted,



Aaron Pfannenstiel

Executive Summary

The City of Carpinteria is updating its Emergency Operations Plan (EOP) and developing a comprehensive Five-Year Emergency Preparedness Work Plan to strengthen readiness, coordination, and resilience across the community. This effort will equip the City with an operational, inclusive, and actionable framework to effectively prepare for, respond to, and recover from natural and human-caused emergencies, while maintaining alignment with regional, state, and federal requirements.

Atlas Planning Solutions (APS) proposes a collaborative, practical, and equity-centered approach to update the City's EOP and develop a realistic, implementation-focused Five-Year Emergency Preparedness Work Plan. APS will work closely with City staff, the County of Santa Barbara, stakeholder agencies throughout Santa Barbara County, and community partners—including Spanish-speaking community members—to ensure the final products are accessible, operationally relevant, and tailored to Carpinteria's staffing capacity. The proposed approach emphasizes usability in a limited-staff environment while strengthening coordination within the Santa Barbara County Operational Area.

APS's approach to plan development is structured, transparent, and highly collaborative. The project will begin with a kickoff meeting to confirm goals, roles, expectations, and schedule, followed by bi-weekly check-in meetings with City staff to track progress, resolve issues, and coordinate next steps. APS will also facilitate regular coordination with partner agencies to ensure alignment throughout the planning process. This ongoing project management framework ensures steady progress, clear communication, and accountability from initiation through adoption.

The updated EOP will be fully compliant with FEMA's Comprehensive Preparedness Guide (CPG) 101 and aligned with the National Incident Management System (NIMS) and Incident Command System (ICS). APS will also ensure consistency with the most current California Governor's Office of Emergency Services (Cal OES) Crosswalk for Local Government Emergency Plans, confirming that the City's EOP meets applicable state and federal requirements. The plan will be operationally focused and user-friendly, clearly defining roles, responsibilities, and coordination mechanisms for City departments and partner agencies.

Stakeholder and community engagement are integral to APS's proposed approach. The project includes ongoing stakeholder coordination and the facilitation of two in-person community workshops—one conducted in English and one in Spanish—to ensure community perspectives meaningfully inform both the EOP update and the Five-Year Emergency Preparedness Work Plan. All engagement activities will be designed to promote equity, accessibility, and inclusive participation.

To support implementation and validate the updated EOP, APS will deliver in-person EOP training for City staff and partner agencies, followed by the design and facilitation of a Homeland Security Exercise and Evaluation Program (HSEEP)-aligned tabletop exercise. APS will lead all aspects of training and exercise planning, execution, and documentation, including development of training materials, exercise materials, hotwash facilitation, and an after-action summary with recommended improvements.

Key project deliverables include the following:

- an updated, Council-adopted EOP;
- an Emergency Operations Center (EOC) Activation Annex and annex development roadmap;
- community engagement materials and summary findings;
- EOP training and tabletop exercise materials;
- an after-action summary and improvement plan; and
- a Five-Year Emergency Preparedness Work Plan that identifies phased, achievable actions, responsible parties, potential funding sources, and measurable outcomes aligned with the City’s staffing capacity.

The total proposed cost for this project is **\$105,200**. APS’s proposed approach emphasizes efficiency, coordination, and value, ensuring the City receives high-quality, implementable planning products within the available budget.

Through this structured and collaborative approach, APS will provide the City of Carpinteria with a modernized, compliant, and implementable EOP, along with a clear and realistic roadmap to strengthen emergency preparedness over the next five years.

Understanding the City’s Needs

The City of Carpinteria is a small coastal jurisdiction whose geography, governance structure, and limited staffing capacity shape its emergency management needs. Its compact size, seaside setting, and varied topography create a complex hazard environment that requires close coordination with regional partners and clear internal procedures.

As a member of the Santa Barbara County Operational Area, the City must maintain strong alignment with County emergency management policies and coordination mechanisms. Carpinteria faces a wide range of natural and human-caused hazards—including seismic risk, coastal flooding and tsunamis, wildfire, hazardous materials incidents, transportation accidents, offshore oil spills, landslides, and civil disturbances—underscoring the need for an EOP that is comprehensive yet operationally focused.

Alignment with the City’s annex to the County’s Multi-Jurisdictional Hazard Mitigation Plan is critical to ensure consistency across hazard identification, mitigation priorities, and response strategies, strengthening preparedness before, during, and after emergencies.

Given limited emergency management staffing, the City requires an EOP that is practical, intuitive, and usable by staff who may serve in emergency roles alongside their regular responsibilities. Clear roles, streamlined activation procedures, and easy-to-use tools—such as checklists and quick-reference guidance—are essential for effective implementation.

Finally, Carpinteria’s community context reinforces the need for an inclusive and accessible planning approach. Meaningful engagement with Spanish-speaking residents and individuals with access and functional needs is essential to ensure the EOP reflects community realities and can be implemented equitably.

Project Description and Scope of Work

Project Description

APS proposes a structured, collaborative methodology to complete the Scope of Services that is directly aligned with the tasks outlined in the RFP and tailored to the City's operational capacity. APS will guide the update of the EOP and development of the Five-Year Emergency Preparedness Work Plan through a phased approach that includes project initiation and coordination, EOP review and drafting, stakeholder and community engagement, training and exercise delivery, and final plan adoption. Engagement with City staff and partner agencies is integrated throughout the project through a kickoff meeting and regular bi-weekly or monthly check-in meetings to track progress, resolve issues, and coordinate next steps, with meeting frequency adjusted as the project advances. APS will also facilitate ongoing coordination with Santa Barbara County Operational Area partners and conduct two in-person community workshops—one in English and one in Spanish—to ensure community input meaningfully informs both the EOP update and the Five-Year Work Plan.

Key deliverables include an updated EOP compliant with FEMA CPG 101 and the Cal OES Crosswalk; an EOC Activation Annex and annex development roadmap; community workshop materials and summary findings; in-person EOP training and supporting materials; an HSEEP-aligned tabletop exercise with after-action summary; and a Five-Year Emergency Preparedness Work Plan. The Work Plan will be designed to be actionable and achievable for a limited-staff environment by identifying phased priorities, responsible parties, timelines, and potential funding sources. Equity and accessibility will be embedded throughout engagement, planning, and training, with inclusive outreach to Spanish-speaking residents and consideration of individuals with disabilities and others with access and functional needs. Through this approach, APS will deliver practical, implementable products that strengthen preparedness while remaining responsive to the needs of the whole community.

In the Scope of Services, each section indicates included Deliverables.

Scope of Services

Task 1. Project Management and Coordination

Upon notice to proceed, APS will conduct a virtual project kickoff meeting with City staff and key partner agencies to confirm project goals, roles, expectations, schedule, and the overall EOP development process. The kickoff meeting will also orient participants to the purpose and structure of the EOP, anticipated stakeholder involvement, and coordination with the Santa Barbara County Operational Area.

APS will support ongoing coordination through bi-weekly virtual project check-in meetings (30 minutes per meeting) with City staff to review progress, identify issues, and confirm next steps, as well as bi-monthly virtual stakeholder meetings with partner agencies and organizations identified by the City. APS senior staff will remain directly involved throughout the project to ensure continuity, responsiveness, and efficient decision-making.

APS will prepare monthly written progress reports summarizing tasks completed, upcoming work, risks or concerns, and decisions made or needed. Reports will be

structured to support City leadership and City Council briefings, as requested, while minimizing administrative burden on City staff.

All project documents will be managed through a secure, shared document workspace (e.g., SharePoint) maintained by APS. This workspace will provide centralized storage, version control, and access to all drafts, meeting notes, and deliverables, ensuring transparency and efficient review. Included in the project documents will be a Project Management Plan (PMP), which will set the foundation for stakeholder engagement. This plan identifies the key staff members involved in management of the project, as well as key stakeholders to be involved in the update process. Working with City staff, the APS team will prepare the initial PMP draft for staff review and then update it frequently as new information/project needs are identified.

APS recognizes that emergency management functions are supported by limited City staff capacity (approximately 0.33 FTE). Accordingly, all timelines, coordination activities, tools, and deliverables will be designed to be feasible, streamlined, and realistic. APS will rely on existing City documents where possible, clearly identify requested inputs, consolidate comments, and structure engagement to minimize staff workload while maintaining steady project progress.

Deliverables

- ☐ Monthly progress reports (provided with invoice)
- ☐ PMP (this is a standard document APS prepares that supports stakeholder engagement)
- ☐ Document-sharing site setup
- ☐ Meeting agendas and summaries (as appropriate)

Task 2. Emergency Operations Plan Development

APS will prepare a clear, operational EOP that is practical, accessible, and fully aligned with federal, state, and regional emergency management requirements. The EOP will be structured in accordance with FEMA's CPG 101 and designed to support effective implementation by City staff, partner agencies, and the Santa Barbara County Operational Area.

The EOP will include a concise Base Plan that defines authorities, roles, coordination structures, and operational concepts, supported by annexes and implementation tools that provide clear, actionable guidance for activation and response. APS will emphasize usability, clarity, and functional organization to ensure the plan can be readily applied by staff who do not routinely perform emergency management functions.

APS will also rely on the most current Cal OES Local Government Emergency Plan Crosswalk to ensure the Base Plan meets, the National Incident Management System (NIMS), State Emergency Management System (SEMS), and the Incident Command System (ICS) requirements. A crosswalk-based review process will be used throughout plan development to confirm alignment and document compliance.

APS will confirm that the City's hazard and risk profile is current and consistent with the City's annex to the County Multi-Jurisdictional Hazard Mitigation Plan and other relevant documents. Any gaps or inconsistencies identified will be documented, and recommendations will be provided to ensure the EOP accurately reflects Carpinteria's

hazards and supports risk management. At a minimum, APS will develop an EOC Activation Annex. APS will also provide a phased roadmap for the development and implementation of priority hazard-specific annexes, including flood, tsunami, earthquake, and sheltering, designed to be achievable within the City's staffing and resource constraints. The Annex Development Roadmap will also play a key role in future decision-making. For communities with limited staffing, laying out a strategy for future annex updates can make a daunting task manageable.

The EOP will meet Section 508 accessibility requirements and incorporate inclusive design principles, including plain language, clear formatting, and integrated access and functional needs considerations. All deliverables will be provided in editable formats (Word and PowerPoint, as applicable) and 508-compliant PDFs, along with City Council-ready presentation materials to support adoption and implementation.

Deliverables

- ☐ EOP Base Plan, including EOC organization chart(s) and role-specific quick-reference tools (checklists and cheat sheets)
- ☐ Updated and/or newly developed annexes, as applicable
- ☐ Annex development roadmap outlining phased implementation priorities
- ☐ City Council presentation slide deck and adoption support (staff report and Council letter)
- ☐ Stakeholder meeting notes and summaries
- ☐ Monthly written progress reports
- ☐ All deliverables provided in editable formats (Word, PowerPoint) and 508-compliant PDFs

Task 3. Stakeholder and Community Engagement

APS will implement a focused, inclusive engagement approach that integrates stakeholder coordination and community input to inform the EOP update and the Five-Year Emergency Preparedness Work Plan. Engagement activities will be designed to be practical, culturally responsive, and feasible within the City's staffing capacity.

Stakeholder Coordination

APS will coordinate with City staff and key partner agencies, including the Santa Barbara County Operational Area, emergency response agencies, access and functional needs (AFN) partners, and culturally supportive organizations. Stakeholder meetings will occur at key milestones to inform plan structure, operational assumptions, annex priorities, and implementation strategies. APS will document discussions and integrate feedback directly into plan development. Recently supporting Santa Barbara County Emergency Management's EOP update, the APS Team will use the lessons learned from that engagement effort to inform Carpinteria's strategy and approach.

Community Workshops (English and Spanish)

APS will facilitate two in-person community workshops—one in English and one in Spanish—following development of the draft EOP to gather informed feedback on emergency preparedness needs and priorities. APS will prepare all workshop materials using clear, plain-language content and culturally appropriate Spanish-language facilitation to support meaningful participation.

Equity and Feedback Integration

Equity and accessibility considerations will be integrated throughout the engagement process, including accessible materials and inclusive facilitation approaches. APS will document and synthesize stakeholder and community input and clearly reflect how feedback informs revisions to the EOP and development of the Five-Year Emergency Preparedness Work Plan.

Deliverables

- ☐ Workshop agendas, slides, and handouts (English and Spanish, as applicable)
- ☐ Optional workshop survey tool
- ☐ Community feedback summary report

Task 4. EOP Training

APS will provide in-person training for City staff and partner agencies to support effective implementation of the updated EOP. Training will occur after the draft EOP is completed and prior to the tabletop exercise.

Training Approach and Objectives

The training will be practical and operationally focused, emphasizing how the EOP is used during real incidents. Objectives include familiarizing participants with the EOP structure and activation procedures, clarifying roles and responsibilities, and building confidence among staff whose primary role is not emergency management. Training content will be tailored to the City's organizational structure and coordination with the Santa Barbara County Operational Area.

Training Materials

APS will prepare all training materials, including an editable PowerPoint presentation and supporting handouts. Materials will be written in clear, accessible language and provided in editable formats and 508-compliant PDFs to support ongoing City use.

Deliverables

- ☐ EOP training PPT and materials
- ☐ Attendance documentation

Task 5. EOP Tabletop Exercise

APS will design and facilitate an in-person, HSEEP-aligned tabletop exercise to validate the updated EOP prior to adoption. The exercise will be coordinated with City staff and partner agencies and tailored to Carpinteria's hazards, organizational structure, and operational priorities.

APS will prepare all required HSEEP materials, including a situation manual, facilitator guide, participant materials, and evaluation tools. The scenario will be designed to test EOP activation, roles and responsibilities, interagency coordination, and key decision-making processes. APS will facilitate the exercise to ensure objectives are met, and a productive discussion occurs.

Following the exercise, APS will conduct a facilitated hotwash and collect participant feedback. APS will prepare an After-Action Summary and Improvement Plan documenting findings, identified gaps, and recommended actions, which will inform final EOP revisions prior to adoption.

Deliverables

- ☐ HSEEP-aligned situational manual
- ☐ Facilitator Guide
- ☐ Participant forms/materials
- ☐ Hotwash summary
- ☐ After Action Summary/ Improvement Plan

Task 6. Five-Year Emergency Preparedness Work Plan

APS will develop a Five-Year Emergency Preparedness Work Plan that translates the EOP into a practical, phased implementation roadmap. The Work Plan will integrate findings from the EOP update, community workshops, staff training, and the tabletop exercise to ensure priorities reflect operational needs and community input.

APS will synthesize key gaps, strengths, and recommendations identified throughout the planning and engagement process and organize them into a five-year framework with prioritized actions, responsible parties, and sequencing considerations. The Work Plan will identify potential funding sources, including relevant state and federal preparedness and mitigation grants, to support phased implementation over time.

The Work Plan will also include a recommended schedule and process for EOP maintenance and updates, consistent with FEMA CPG 101 and Cal OES guidance, including annual reviews, post-incident updates, and incorporation of after-action findings. The final Work Plan will be concise, actionable, and achievable within the City's staffing capacity.

Deliverables

- ☐ Draft and final Work Plan
- ☐ Annex development roadmap

Project Timeline

Project Tasks	2026										2027				
	March	April	May	June	July	August	September	October	November	December	January	February	March	April	May
Task 1. Project Management and Coordination															
Project Kickoff Meeting (includes initial document review)															
Bi-weekly project coordination meetings and documentation															
Bi-monthly stakeholder coordination meetings and documentation															
Monthly progress reporting and schedule tracking															
Task 2. Emergency Operations Plans Development															
EOP framework, outline, and standards alignment (CPG 101 / Cal OES Crosswalk)															
Administrative Draft EOP Development (Includes EOC Activation Annex)															
Draft EOP Development															
Final EOP Development															
City Council Adoption Support (slides and staff report input)															
Task 3. Stakeholder and Community Engagement															
Community workshop preparation (materials, logistics, outreach)															
Facilitation of two in-person community workshops (English & Spanish)															
Community and stakeholder feedback synthesis															
Task 4. EOP Training															
EOP training curriculum and material development															
In-person EOP training and delivery															
Training documentation and attendance tracking															
Task 5. EOP Table Top Exercise															
TTX Planning Preparation															
In-person TTX facilitation															
Hotwash facilitation and feedback collection															
After-Action Summary and Improvement Plan															
Task 6. Five Year Emergency Preparedness Work Plan															
Draft Emergency Preparedness Workplan (Includes Annex Development Roadmap)															
Final Emergency Preparedness Workplan															

Atlas Planning Team Tasks Staff Review Periods

Evaluation and Performance Measurement

APS will use a structured and transparent performance management approach to track project progress, engagement outcomes, and deliverable quality throughout the project. This approach ensures internal accountability, maintains schedule and budget control, and provides the City with clear visibility into project status while minimizing administrative burden on City staff.

Progress Tracking and Schedule Management

APS will track progress using an internal task-level timeline aligned with the approved Project Timeline and Scope of Services. The tracker monitors task completion, milestones, dependencies, and required City inputs, allowing APS to proactively identify and address schedule risks. Progress will be reviewed during bi-weekly coordination meetings with City staff.

APS will also maintain a simplified, client-facing project timeline within our SharePoint workspace, created for City staff. This version presents key milestones and deliverables without internal task detail, ensuring transparency and shared understanding of project status.

Engagement Outcomes

APS will evaluate engagement effectiveness using participation metrics and qualitative feedback from stakeholder meetings, community workshops, training sessions, and the tabletop exercise. APS will document key themes and clearly describe how engagement outcomes inform EOP revisions and development of the Five-Year Emergency Preparedness Work Plan. A key component covered in engagement outcomes is the identification of lessons learned to inform future activities. This learning component, helps City staff improve engagement in the future.

Deliverable Quality Control and Reporting

APS will apply an internal quality control process that includes senior staff review for technical accuracy, regulatory compliance, clarity, and usability. Draft deliverables will be provided at defined milestones, and City comments will be tracked and addressed in a consolidated manner. Monthly progress reports will summarize completed tasks, with findings from training and exercises incorporated into final deliverables and the Five-Year Work Plan.

Organizational Capacity and Key Personnel

The Atlas Planning Solutions team is comprised of key principals with diverse skill sets and experience. We operate under a working principal model, whereby the principal owners of the firm are actively involved in day-to-day client management, deliverable preparation, and project oversight, based on client needs. The team members proposed for this effort are summarized below, and resumes are provided.

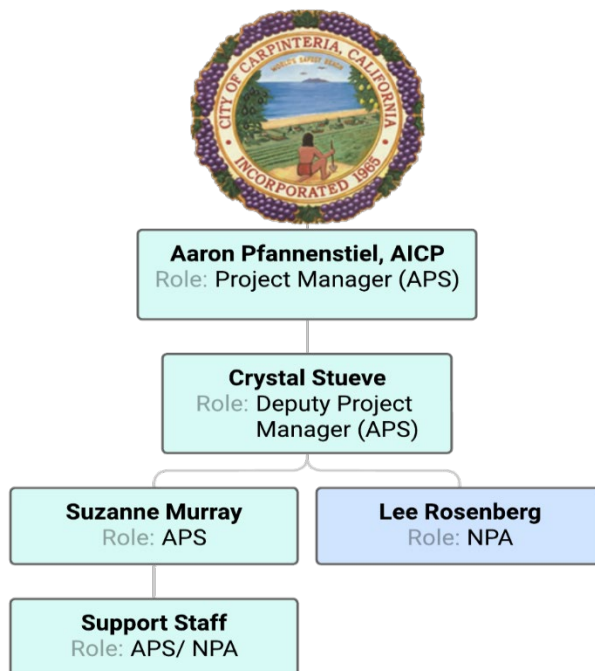
Aaron Pfannenstiel will serve as the Management Contact and Project Manager for the APS Team. He has over 20 years of community planning experience, focusing on emergency management, hazard mitigation, and community resiliency. Mr. Pfannenstiel will devote time to each task to ensure the project is executed consistently and smoothly.

Crystal Stueve will serve as the Deputy Project Manager for this project. With a strong background in writing and research and over 18 years of experience working for local and federal agencies, she understands the importance of clear communication, process and outcome documentation, and the development of plans that are easy to read, understand, and implement.

Suzanne Murray will support the project team through emergency management document development, stakeholder outreach coordination, and exercise planning and support. Their role includes assisting with plan drafting and formatting, coordinating outreach materials and engagement activities, and supporting exercise logistics and documentation. With experience supporting emergency preparedness initiatives, [Name] helps ensure project deliverables are well-organized, accessible, and aligned with project goals and regulatory requirements.

Lee Rosenberg* is a Certified Emergency Manager (CEM) with nearly 40 years of experience leading real-world contingency operations and addressing complex emergency and disaster issues. Mr. Rosenberg is a retired US Navy Captain who also served as a Federal Emergency Management Agency (FEMA) Region IX (RIX) Federal Coordinating Officer. Mr. Rosenberg will serve as a senior planner and subject-matter expert, bringing his experience and leadership to the project.

Additional planning staff will support research and document preparation tasks, as needed. These staff are identified in the Budget and Cost Proposal under the Staff Planner labor category.



Please see Resumes in [Appendix B](#)

Budget and Cost Proposal

Task Name	Aaron Pfannenstiel	Suzanne Murray	Crystal Stueve	Staff Planner	Lee Rosenberg	Total Fees
	\$ 250	\$ 150	\$ 175	\$ 135	\$ 175	
Task 1. Project Management and Coordination						
Project Kickoff Meeting (includes initial document review)	2	8	8		2	\$3,450
Bi-weekly project coordination meetings and documentation	4	18	12		4	\$6,500
Bi-monthly stakeholder coordination meetings and documentation	4	12	12		4	\$5,600
Monthly progress reporting and schedule tracking		8	8			\$2,600
Task 2. Emergency Operations Plans Development						
EOP framework, outline, and standards alignment (CPG 101 / Cal OES Crosswalk)	2	8	4	8	2	\$3,830
Administrative Draft EOP Development (Includes EOC Activation Annex)	4	24	16	48	8	\$15,280
Draft EOP Development	2	8	8	20	2	\$6,150
Final EOP Development	2	4	4	8	2	\$3,230
City Council Adoption Support (slides and staff report input)	4	4	4			\$2,300
Task 3. Stakeholder and Community Engagement						
Community workshop preparation (materials, logistics, outreach)	4	12	6	16	4	\$6,710
Facilitation of two in-person community workshops (English & Spanish)	8	16		24		\$7,640
Community and stakeholder feedback synthesis	2	8		12		\$3,320
Task 4. EOP Training						
EOP training curriculum and material development	2	8		8	4	\$3,480
In-person EOP training and delivery	8	16		8	8	\$6,880
Training documentation and attendance tracking		4		8		\$1,680
Task 5. EOP Table Tabletop Exercise						
TTX Planning Preparation	4	12	4	16	8	\$7,060
In-person TTX facilitation	8	16		16	8	\$7,960
Hotwash facilitation and feedback collection		4		8	4	\$2,380
After-Action Summary and Improvement Plan		8		8	2	\$2,630
Task 6. Five Year Emergency Preparedness Work Plan						
Draft Emergency Preparedness Workplan (Includes Annex Development Roadmap)	2	8	4	8	2	\$3,830
Final Emergency Preparedness Workplan	2	4	4	4	2	\$2,690
Grand Total (Tasks 1-6)						\$105,200

Consultant shall bill City a monthly retainer fee of \$7,013.33 from March 2026 through May 2027, for a contract total of \$105,200.

Appendix A – References

2023 Santa Barbara County EOP Update | County of Santa Barbara, CA

APS recently assisted the County with an update to its 2018 EOP, completing the effort on a condensed timeline to meet County deadlines. The update streamlined the plan for clarity and usability, ensured compliance with the 2024 Cal OES Emergency Plan Review Crosswalk, and incorporated State DEIA requirements. APS also facilitated inclusive workshops and a tabletop exercise, with participation from representatives of vulnerable populations.

Duration: October 2023 – December 2023

Type of Contract: EOP Update

Key Staff: Aaron Pfannenstiel, Suzanne Murray, Crystal Stueve, Robert Jackson, Lee Rosenberg

Project Reference Information	
Company Name	County of Santa Barbara Office of Emergency Management
Contact Name and Title	Kelly Hubbard
Company Address	4408 Cathedral Oaks Rd., Santa Barbara, CA 93110
Contact Telephone Number	805-681-5526
Contact Email	khubbard@countyofsb.org
Timeframe	August 2023- December 2023
The project included an update to the County's Emergency Operations Plan, several annexes, and a focused Access and Functional Needs outreach and engagement process.	

2022 / 2017 / 2012 Huntington Beach Local Hazard Mitigation Plan Updates; 2022 EOP Update | City of Huntington Beach, CA

APS currently provides the City of Huntington Beach with on-call emergency management support, including preparation of a Tsunami Annex and updates to existing EOP annexes. APS previously led updates to the City's EOP and supported the City's last three Local Hazard Mitigation Plan (LHMP) updates (2012, 2017, and 2022), which were approved by Cal OES and FEMA Region IX with minimal comments.

Contract Year: July 2021 – Current

Type of Contract: LHMP Update; EOP Update

Key Staff: Aaron Pfannenstiel, Suzanne Murray, Crystal Stueve, Robert Jackson

Project Reference Information	
Company Name	City of Huntington Beach
Contact Name and Title	Brevyn Mettler, Emergency Services Coordinator
Company Address	2000 Main St, Huntington Beach, CA 92648
Contact Telephone Number	714-374-1565
Contact Email	brevyn.mettler@surfcity-hb.com
Timeframe	July 2021 -Current
The project included updates to the City's LHMP and EOP. Prior updates conducted by APS staff include the 2017 and 2012 updates.	

Appendix B – Atlas Planning Solutions Resumes



AARON PFANNENSTIEL, AICP

Aaron@atlasplanning.org

951-444-9379

PROJECT MANAGER | SAFETY ELEMENT & HAZARD MITIGATION SME

Mr. Pfannenstiel is the Principal and Chief Financial Officer (CFO) for Atlas Planning Solutions (APS) and has been with the organization since its founding in 2018. He brings 23 years of experience in community planning, focusing on emergency management, hazard mitigation, and community resiliency, and has supported more than 100 Local Hazard Mitigation Plans (LHMPs) throughout the nation, with an emphasis on jurisdictions throughout California. With a background in geology, environmental studies, and urban planning, he helps clients understand hazards, assess vulnerabilities, and develop policies, programs, and mitigation strategies that make communities safer. Aaron incorporates hazard mitigation into comprehensive planning projects to increase resiliency in communities. He prepares local and multi-jurisdictional hazard mitigation plans, emergency operations plans, general plans, and safety elements. Mr. Pfannenstiel has also prepared environmental documents for CEQA compliance and due diligence and feasibility studies, and he has conducted community outreach and education efforts in communities throughout California.

EDUCATION

- MURP, 2005, Regional Planning/Urban Planning, California State Polytechnic University, Pomona
- BA, 2001, Environmental Studies, University of California at Santa Barbara
- BS, 2001, Geological Sciences, University of California at Santa Barbara

RELEVANT & CURRENT EXPERIENCE

Principal and CFO, Atlas Planning Solutions, Riverside CA

Dec 2018 - Present

- Manages Local Hazard Mitigation Plan General Plan Safety Element updates for jurisdictions throughout California (see Table 1 for a full list of relevant APS qualifications).
- Serves as Project Director and Project Manager for most of the Local Hazard Mitigation Plans and General Plan Safety Element updates, for APS supporting California cities and counties.
- As a Safety Element and Hazard Mitigation Subject Matter Expert, regularly acts as the primary Technical Liaison between City staff and technical implementation teams across all APS programs.
- Provides project oversight and quality assurance over all APS programs to ensure consistent, high-quality, and timely products, services, and deliverables.

Senior Associate, PlaceWorks, Ontario CA

May 2017 - Dec 2018

- Focused on natural hazards, hazard mitigation, resiliency and community planning.

Senior Project Manager, Michael Baker International, Ontario CA

June 2004 – May 2017

- Specialized in General Plan Safety Elements, Local Hazard Mitigation Plans, Climate Adaptation, and Emergency Management focused on the Western United States and throughout the nation.

PROFESSIONAL AFFILIATIONS & CERTIFICATIONS

- American Institute of Certified Planners (AICP), California, 021026
- American Planning Association (APA), California, 155482
- California Emergency Services Association
- American Institute of Certified Planners, 2006, 021026
- LEED Accredited Professional, 2006

KEY SKILLS RELEVANT TO THE ROLE

Project Management
Meeting Facilitation

Client Relations
Subject Matter Expertise

Budget Management
Data Analysis and
Visualization



CRYSTAL STUEVE

Crystal@atlasplanning.org

951-444-9379

SENIOR EMERGENCY OPERATIONS & HAZARD MITIGATION PLANNER

Ms. Crystal Stueve provides more than 20 years of relevant professional experience and has authored, reviewed, and edited dozens of plans, reports, and other similar documents for federal and local government institutions. She has a strong working knowledge of emergency preparedness planning, risk assessments, and the implications of these processes on government operations. Her time in the Military has enabled her to understand internal workings of government offices and the manners in which information must be presented to achieve uptake and ultimately achieve desired outcomes. She has also published numerous training and capacity strengthening resources to enhance readiness for human and environmentally driven challenges including climate challenges, with a focus on human-centered design.

EDUCATION

- MA, 2017, Mass Communications & Journalism, Kent State University
- BS, 2012, Intelligence Management, Henley-Putnam University

RELEVANT & CURRENT EXPERIENCE

Senior Planner, Atlas Planning Solutions, Riverside CA

Nov 2020 - Present

- Supported over 50 Local Hazard Mitigation Plan updates and General Plan Safety Element updates for various Southern California jurisdictions (see Table 1 for a full list of relevant APS qualifications).
- Served as the Senior Planner for more than 20 projects, including Local Hazard Mitigation Plan and General Plan Safety Element updates, for 15 jurisdictions across Southern California.

Emergency Operations Center Specialist, San Bernardino Police Department, San Bernadino CA

Sep 2018 – Mar 2020

- Supported the Emergency Operations Center during emergencies or disasters in functions relating to emergency management.
- Prepared emergency management media briefings and provide appropriate public notifications during EOC activation events.

Emergency Operations Center Analyst, US Army Civil Affairs and Psychological Operations Command, Fort Bragg, NC

June 2008 – June 2012

- Monitored unfolding emergencies and wrote daily briefing reports to ensure situational awareness
- Worked with civil authorities, DoD agencies, and local military and civilian response authorities to evaluate their resources and coordinate mutual support agreements where applicable.

PROFESSIONAL AFFILIATIONS & CERTIFICATIONS

- IS 100, 200, and 700/800 Certified
- United States Army Reserve
- DOD TS Clearance with SCI Eligibility

KEY SKILLS RELEVANT TO THE ROLE

Project Management
Emergency Operations
Analytical Skills

Client Relations
Local/National Government
Teamwork

Writing/Editing
Leadership
Communication



SUZANNE MURRAY

Suzanne@atlasplanning.org

951-444-9379

TECHNICAL WRITER, EDITOR, RESEARCHER, ANALYST & EDUCATOR

Ms. Suzanne Murray provides more than 20 years of relevant professional experience and has authored, reviewed, and edited dozens of plans, reports, and other similar documents for federal and local government institutions. She has a strong working knowledge of emergency preparedness planning, risk assessments, and the implications of these processes on government operations. Her time in the military has enabled her to understand internal workings of government offices and the manners in which information must be presented to achieve uptake and ultimately achieve desired outcomes. She has also published numerous training and capacity strengthening resources to enhance readiness for human and environmentally driven challenges including climate challenges, with a focus on human centered design.

EDUCATION

- M.A., Current, Emergency Management/Homeland Security, AMU, WV
- M.A., 2008, English, National University, La Jolla, CA
- B.A., 2004, English, University of California Riverside, CA
- A.A., 2007, Intelligence Operations, Cochise College, Sierra Vista, AZ
- Certificate, 2021, Copyediting, UCSD Extension

RELEVANT & CURRENT EXPERIENCE

Principal and CEO, Atlas Planning Solutions, Riverside CA

Dec 2018 - Present

- Oversees daily operations across the organization, including quality assurance, contracts, client relations, and human resources.
- Provides technical oversight and final reviews of all APS products, services, and deliverables to ensure they exceed client expectations in terms of quality, timeliness, and responsiveness to the scope.

United States Army Reserve, Human Intelligence Collector, LA County CA

May 2004 - Present

- Conducted HUMINT collection operations across three overseas deployments, gathering actionable intelligence that directly supported combat and counterinsurgency missions.
- Supervised, trained, and mentored junior intelligence personnel in tactical questioning, source operations, and report writing, contributing to increased unit readiness and mission success.
- Produced and analyzed intelligence reports and debriefings, facilitating critical decision-making for brigade-level and joint task force commanders.
- Developed cultural and regional expertise in multiple AORs (Areas of Responsibility), enhancing rapport-building and source reliability during operations in high-threat environments.
- Coordinated with interagency and coalition partners to fuse intelligence, streamline operations, and support national security objectives.
- Maintained Top Secret security clearance with SCI access throughout 21 years of service; demonstrated unwavering commitment to operational security and ethical conduct.

KEY SKILLS RELEVANT TO THE ROLE

Analytical Skills
Teamwork

Leadership
Communication

Presentation Skills
Writing & Editing



LEE ROSENBERG, CEM

lee.rosenberg@navigatingpreparedness.com

EMERGENCY MANAGEMENT SUBJECT MATTER EXPERT

Mr. Lee Rosenberg is the owner and managing director of Navigating Preparedness Associates. As the company leader, he provides direction to staff who deliver comprehensive emergency preparedness services to the government and industry. With more than 40 years of emergency management, national security, and homeland security experience, Mr. Rosenberg has a broad and deep knowledge of the practical application of operations and policy in these areas. He has a particular focus on hazard mitigation plan development and program implementation. Mr. Rosenberg led the URS Corporation's Oakland environmental service department and West Coast emergency preparedness practice from 2008 to 2014. He served as a Federal Coordinating Officer for FEMA Region IX from 2006 to 2008, where he provided support to states for numerous presidentially declared disasters. He has supported more than 50 Local Hazard Mitigation Plans (LHMPs) throughout California and the western United States.

EDUCATION

- Certified Emergency Manager (CEM), International Association of Emergency Managers, 2021
- Northwestern University, Master of Engineering Management

RELEVANT & CURRENT EXPERIENCE

City of Pittsburg, EOP Update and EOC Training, (2023 – 2024), Project Manager/Lead Planner – Updated the 2018 City EOP. Follow on work, now in progress includes developing a City COOP. The new EOP features use of the latest CSTI EOC job aids, improved action plan development guidance and an information collection plan template.

Contra Costa Health, COVID 19 After Action Report (2024), Project Manager – Led development of a comprehensive review of the County's response to the COVID 19 pandemic. Interviewed senior staff from the health department and Office of Emergency Services. Delivered a detailed report with specific, measurable and actionable recommendations.

County of Santa Barbara, EOP Update and TTX (2023), Lead Planner – Supported updating the Operational Area EOP. Led design of the TTX to validate the plan. The project included updating all functional annexes, creating a recovery annex and revising the recovery annex. The project was completed in four months.

PROFESSIONAL AFFILIATIONS & CERTIFICATIONS

- Certified Emergency Manager, CEM

Appendix C – EOP Planning Experience

Firm Qualification / Experience

Atlas Planning Solutions' Emergency Operations Planning Experience

Atlas Planning Solutions staff have completed or are currently working on several Emergency Operations Plans throughout the State. With extensive experience assisting communities as they address the changing legislative requirements and frameworks governing emergency planning within California, Atlas Planning Solutions has a breadth of experience to support the City.

Over the past 10 years, Atlas Planning Solutions staff have assisted the following jurisdictions throughout California:

Atlas Planning Solutions Prior EOP Experience		
Jurisdiction	APS	NPA
City of Solvang (2025-26)	Prime Consultant	Subconsultant
City of Alameda (2025-26)	Prime Consultant	Subconsultant
City of Pico Rivera (2025-26)	Prime Consultant	Subconsultant
City of Mission Viejo (2025-26)	Prime Consultant	Subconsultant
City of Costa Mesa (2023)	Prime Consultant	Subconsultant
City of Huntington Beach (2021)	Prime Consultant	Subconsultant
City of Loma Linda (2023)	Prime Consultant	Subconsultant
City of Newport Beach (2022)	Prime Consultant	Subconsultant
City of Ontario (2023)	Prime Consultant	Subconsultant
City of Rancho Cucamonga (2023)	Prime Consultant	Subconsultant
City of San Bernardino (2023)	Prime Consultant	Subconsultant
County of Santa Barbara (2023)	Prime Consultant	Subconsultant
County of Inyo (2023)	Subconsultant	Prime Consultant
City of Orinda (2025) – In Progress	N/A	Prime Consultant
East Valley Water District (2024)	N/A	Prime Consultant
City Pittsburg (2022)	N/A	Prime Consultant
City of Fairfield (2021)	N/A	Prime Consultant
City of Redwood City (2018)	N/A	Prime Consultant
Port of Oakland (2017)	N/A	Prime Consultant
Town of Paradise (2021)	N/A	Subconsultant
City of Hermosa Beach (2021)	N/A	Subconsultant
City of Torrance (2021)	N/A	Subconsultant

EXHIBIT B

PAYMENT RATES AND SCHEDULE

(See Exhibit A)

EXHIBIT C

RESOLUTION OF CONSTRUCTION CLAIMS

The following pertains to Public Contract Code Sections 20104 through 20104.6 (Resolution of Construction Claims)

1. This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.
2. This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.
3. "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.
4. "Claim" means a separate demand by the contractor for (a) a time extension, (b) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (c) an amount the payment of which is disputed by the local agency.
5. The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.
6. This article applies only to contracts entered into on or after January 1, 1991.
7. For any claim subject to this Agreement, the following requirements apply:
 - a. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
 - b.
 - (1) For claims of less than fifty thousand dollars (\$50,000), the City shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the City may have against the claimant.
 - (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the claimant.

(3) The City's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

- c. (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the City shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the City may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the claimant.

(3) The City's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

- d. If the claimant disputes the City's written response, or the City fails to respond within the time prescribed, the claimant may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- e. Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.
- f. This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

- 8. Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both

parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

9. (a) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(b) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(c) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.
10. The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.
11. The City shall not fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.
12. In any suit filed under Section 20104.4, the City shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.
13. Pursuant to California Public Contract Code Section 7201, the City may not retain greater than five (5%) percent of contract price.

EXHIBIT D

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Consultant shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office “Commercial General Liability” policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant’s employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

When applicable, Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer’s liability limits no less than \$1,000,000 per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured’s liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Consultant, subconsultants or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and “Covered Professional Services” as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must “pay on behalf of” the insured and must include a provision establishing the insurer’s duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and City agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees, volunteers and agents, using standard ISO endorsement No. CG 2010-0413. Consultant also agrees to require all contractors and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g., elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.
8. Certificate(s) are to reflect that the insurer will provide 30 (thirty) days notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.
10. Consultant agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.
11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to City.
13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
15. Consultant will renew the required coverage annually as long as City or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.
17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.

18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
22. The City's failure to comply with reporting requirements should not affect coverage required under the Agreement.
23. The consultant's insurance is primary to that of any insurance claimed by the City.

Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

EXHIBIT E

WORKERS' COMPENSATION REQUIREMENTS

The Consultant is required to sign and file either a statement acknowledging its obligation to secure payment of Workers' Compensation before beginning work, or a declaration confirming that as a sole proprietor consultant is exempt from Workers' Compensation Requirements.

ACKNOWLEDGEMENT OF WORKERS' COMPENSATION OBLIGATION

I, Aaron Pfannenstiel , hereby acknowledge my obligation to secure payment of Workers' Compensation before beginning work.

Consultant

By: _____
Aaron Pfannenstiel, Principal

Dated: _____



Take Action

[Home](#) / [Advocacy](#) / [Take Action](#)

Cal Cities' advocacy efforts are strongest when joined by the voices of city leaders. Below is a list of current legislative proposals that local officials should act on to support cities' top legislative priorities, along with sample support or opposition letters.

Support [AB 1708 \(Solache\)](#) HHAP Pathways for Cities Act

What the bill does: AB 1708 creates a new opportunity for all cities to access the state's flagship homelessness grant program, the Homeless Housing, Assistance, and Prevention (HHAP) Grant program.

Action Requested: Submit a letter of support for AB 1708 (Solache), a Cal Cities-sponsored bill that provides a pathway for all cities to access state homelessness funding. AB 1708 is awaiting a committee assignment and will be heard this spring.

Why AB 1708 is Important to Cal Cities Members:

- Currently, there is no requirement that small and medium-sized cities be considered for HHAP funds, even as many invest significant General Fund resources to address homelessness.
- Local governments are best positioned to identify the programs and partnerships that will have the greatest impact in their communities.
- AB 1708 would establish a clearly defined opportunity for cities to compete for state resources and ensure that communities of all sizes have a meaningful role in the state's homelessness response efforts.
- Expanding access to HHAP would bolster local efforts and enable even more people to access services and affordable housing in communities across California.

[AB 1708 Sample City Support Letter](#)