

City of Carpinteria
City Council Regular Meeting Agenda
Monday, September 23, 2013
Council Chamber, 5775 Carpinteria Avenue

5:30 p.m. Regular Session

INFORMATION ABOUT CITY COUNCIL MEETINGS:

- The time at which an item on the agenda is scheduled to be heard is an estimate only. The City Council may consider and act on an agenda item in any order it deems appropriate. In addition, an item may be considered earlier or later than the Estimated Time, depending on the length of time which is devoted to other agenda items. All persons interested in an item listed on the agenda are advised to be present throughout the meeting to ensure that they are present when the item is called.
- The regular meeting will be broadcast live over Government Access Television Channel 21. The City Council meetings will be rebroadcast on Wednesdays at 8:00 p.m. and Saturdays at 5:00 p.m.
- Materials related to an Agenda item submitted to the City Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office at 5775 Carpinteria Avenue, Carpinteria, during normal business hours. Such documents are also available on the City of Carpinteria website at www.carpinteria.ca.us subject to staff's ability to post the documents before the meeting.
- Any written or printed material and/or exhibits presented at a City Council meeting or work session become the property of the City.
- Any information presented to the City Council by the public on any agenda item and during Public Comment using electronic media to be displayed on the overhead projector must be arranged with staff for review of materials in advance of the meeting and no later than close of business Wednesday prior to the Council meeting.
- As a courtesy to others and to avoid interference with the public address system, please refrain from using cell phones in the Council Chambers and please turn off all audible pagers and rings.
- If you wish to speak on a matter scheduled for consideration in a closed session, you will have an opportunity to address the City Council before the Council retires to its closed session deliberations.

**ESTIMATED
TIME:**

5:30 p.m. **CALL TO ORDER**

ROLL CALL

PLEDGE OF ALLEGIANCE

5:33 p.m. **INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS**

1. Presentation by HopeNet of Carpinteria Regarding Its Plan for Working with the City of Carpinteria.

5:45 p.m. **PUBLIC INFORMATION REPORTS AND ANNOUNCEMENTS**

5:47 p.m. **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.

5:50 p.m. **PRESENTATIONS BY CITIZENS/PUBLIC COMMENT**

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 Public Comment period is limited to 15 minutes and divided among those persons desiring to speak. No person shall speak longer than three minutes; however, the Mayor may establish shorter periods based on the time available and/or the number of persons waiting to speak. Persons wishing to speak on a specific item will be recognized at the time the agenda item is considered.

Please be aware that items on the consent calendar are considered to be routine and are normally enacted by one unanimous vote of the Council. If you wish to speak on a consent calendar item, or on a matter scheduled for consideration in a closed session at the end of the agenda, please do so during the Presentations by Citizens/Public Comment portion of the meeting.

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.

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.

6:05 p.m.

CONSENT CALENDAR (to be approved by roll call vote on one motion with all resolutions and ordinances as read by title only). Individual items may be removed and considered separately at the request of a Councilmember. Any item, which is removed from the Consent Calendar, will be added to the end of the agenda under Other Business.

2. Minutes of the regular meeting held September 9, 2013.
3. Expenditures for the period ending September 11, 2013.
4. Ratification of Resolution No. 5480, as read by title only, A Resolution of the City Council of the City of Carpinteria Recognizing the 40th Anniversary of the Rotary Club of Carpinteria.
5. Authorize the recordation of Parcel Map 25,192; Union Pacific Railroad Two-way Lot Split, TPM 25,192 Final Map Clearance, Project #13-1663-TPM/CDPR.
6. Resolution No. 5482, as read by title only, A Resolution of the City of Carpinteria City Council Approving a Change in the Employer Paid Member Contributions for SEIU Local 620 Represented Employees, General Services and Public Works Bargaining Units.

ADMINISTRATIVE MATTERS: NONE

PUBLIC HEARING: NONE

OTHER BUSINESS:

6:07 p.m.

7. A Memorandum of Understanding Between the American Red Cross and the City of Carpinteria.

Recommendation: Authorize the City Manager to sign the Memorandum of Understanding with the American Red Cross on behalf of the City of Carpinteria.

Staff presenter: Julie Jeakle, Emergency Services/Volunteer Coordinator

- a. Staff Report
- b. Public Comment
- c. City Council Determination

- 6:22 p.m. 8. Updated Agreement with MNS Engineers, Inc. for Professional Engineering Services, Land Development Review, CIP Management, and Other Tasks

Recommendation: That the City Council authorize execution of an updated agreement for engineering services with MNS Engineers, Inc., for the scope and cost of work specified in the agreement included as attachment A to the staff report.

Staff presenter: Charlie Ebeling, Public Works Director

- a. Staff Report
- b. Public Comment
- c. City Council Determination

6:27 p.m. **COMMITTEE REPORTS, INQUIRIES AND OTHER MATTERS PRESENTED BY COUNCILMEMBERS**

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

1. Representatives to Regional Agencies and Committees

- a. Beach Erosion Authority for Clean Oceans and Nourishment (BEACON) (Shaw/Alt. Carty)
- b. California Joint Powers Insurance Authority (CJPIA) (Clark/Alt. Shaw)
- c. Channel Counties Division, League of California Cities (Nomura/Alt. Shaw)
- d. Santa Barbara Association of Governments (SBCAG)(Clark/Alt. Nomura)
- e. Santa Barbara County Air Pollution Control District (APCD)(Clark/Alt. Nomura)
- f. Santa Barbara Joint Housing Task Group (Carty & Shaw)
- g. Central Coast Collaborative on Homelessness (C3H) (Carty)
- h. South Coast Task Force on Youth Gangs Leadership and Executive Council (Carty & Clark)

2. Joint and Special Committees

- a. City Council/Chamber of Commerce Board of Directors Committee (Carty & Nomura)
- b. City Council/Public Safety Committee (Clark & Shaw)
- c. City Council/School Board Committee (Stein & Carty)
- d. City Council/Utilities Committee (Stein & Nomura)

- e. City Council/First District Supervisor Committee (Stein & Carty)

3. Ad Hoc Committees

- a. Budget Committee (Stein & Clark)
- b. Public Facility Site Acquisition/Development Committee (Carty & Nomura)
- c. Transportation Committee (Stein & Shaw)

4. City Representatives on other Committees

- a. Community Media Access Center (Gary Dobbins)
- b. Santa Barbara Coastal Vector Control District (Ronald Hurd)
- c. Santa Barbara Metropolitan Transit District (Chuck McQuary)

6:30 p.m.

ADJOURNMENT

The next regular meeting to be held on **Monday, October 14, 2013**, at **5:30 P.M.**, in the Council Chamber, City Hall, 5775 Carpinteria Avenue, Carpinteria, California.

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 72 hours prior to the meeting will enable the City to make reasonable arrangements for accessibility to this meeting.

This agenda was posted on Wednesday, September 18, 2013, in the City Clerk's Office, on the City Hall Public Notices Board, and on the Internet.

Honorable Mayor Brad Stein and Carpinteria City Council Members

City of Carpinteria

5775 Carpinteria Ave

Carpinteria, CA 93013

August 5, 2013

Honorable Mayor Stein and Carpinteria City Council Members:

After meeting with City Manager Dave Durflinger on July 1, HopeNet of Carpinteria would like to propose a plan for working with the City of Carpinteria.

We have included a description of our organization, activities to date, a list of current members of our Board, and how we envision our relationship with the City.

Our Mission

After losing a friend to suicide and learning from local mental health professionals and clergy that large numbers of people in our community suffer from depression and other mental health problems, a group of concerned citizens formed a grassroots organization to equip Carpinterians with the tools necessary for preventing suicide.

The vision of HopeNet of Carpinteria is *to lessen the number of attempted and completed suicides in our community through information, support, training and advocacy.*

Your recognition of our concerns with a City Proclamation on March 11, 2013, declaring every day in Carpinteria Suicide Prevention Day, was much appreciated.

Activities to Date

In June 2012 we held a forum on suicide prevention at City Hall with a panel of experts; statistics, warning signs, how one can help and local resources were all discussed. Wallet-sized cards in Spanish and English with phone numbers and a list of warning signs and how to support those at risk were distributed and later disseminated to local businesses, schools and government agencies. These cards were funded by the County of Santa Barbara and Sunburst Printers. In October 2012 we made a presentation and distributed wallet-sized cards at the Carpinteria Morning Rotary Club.

We offered a workshop entitled "A Community Toolbox: How to Serve the Depressed Person with Understanding," in March of 2013. Over 75 people learned the skills necessary for identifying suicide warning signs and providing support strategies and resources for those at risk. Mental health professionals facilitated the workshop with the guidance and support of the Glendon Association and Dr. Gil Reyes of the Fielding Institute, an expert in psychological first aid and crisis response for communities.

A HopeNet website (www.hopenetofcarp.org) is now up and running. A banner was made that will hang periodically on the City Pool fence. We also hosted a booth at Rods and Roses. Presently, we are in the process of becoming a 501(c)(3). Our Board has approved our by-laws, and we have opened a bank account so that we may continue to receive tax-deductible donations from individuals and organizations. We are in the process of developing a logo. In conjunction with the County and other agencies, we are planning to develop a Community Resource Guide for local mental health services.

Recently, we were contacted by the Santa Barbara Foundation, which is interested in providing seed money for a needs assessment of mental health services in Carpinteria. Since that time, we have communicated with the Carpinteria Unified School District and plan to collaborate with the District and UCSB to develop a comprehensive needs assessment survey. The purpose of this assessment is to get data regarding the availability of mental health services in Carpinteria, information on the public's ability to access these services and the perceived need for them. The stigma attached to mental health is an obstacle that we hope to lessen through continued education, support, training, and advocacy.

Support by City of Carpinteria

We acknowledge the support of the City of Carpinteria of HopeNet activities to date, including: the use of the City Council Chambers to host the Suicide Prevention Forum in June of 2012; Mayor Clark's inauguration of the program; and the recording and broadcasting of the forum on the public access channel. It is also worth mentioning a second time that HopeNet greatly appreciated the City's proactive stance with the Proclamation it issued.

Future Activities and Relationship with the City

Carpinteria is known as a uniquely caring community, as evidenced by the number of its non-profit agencies and service organizations. HopeNet of Carpinteria is eager to expand the community's safety net by increasing mental health services and awareness in Carpinteria through training and advocacy.

We envision the City of Carpinteria continuing to work with HopeNet in the following ways:

- Attendance by a Council Member at quarterly meetings of HopeNet in an ex-officio capacity.
- Providing a link from the City's website to the HopeNet website.
- Funding under the Community Service Grants Program, which would additionally allow HopeNet to display our banner intermittently on the City Pool fence without the associated fee.

We appreciate your consideration. We would be happy to meet with the City at your convenience to discuss this proposal in person and answer any questions you might have. Please contact us at hopenetofcarp@gmail.com.

Very Truly Yours,

Amrita M. Salm, President

HopeNet of Carpinteria

5294 El Carro Lane

Carpinteria, CA 93013

www.hopenetofcarp.org

hopenetofcarp@gmail.com

Current Members of HopeNet as of 7/31/13

Board:

Amrita Salm, Ph.D. – President

Becki Norton, M.Ed. – Vice President

Joni McGoldrick – Secretary/ Treasurer

Fred Shaw

Betty Sanchez

Martha Flores

Jack Hurley

Roberta Lehtinen

Ex-Officio Members:

Dave Moore

Michelle Villegas

Leigh Sparks

**City of Carpinteria
City Council Minutes
Regular Meeting
Council Chambers
Monday, September 9, 2013**

CALL TO ORDER

The meeting was called to order by Mayor Stein at 5:30 p.m. He acknowledged Larry Nimmer for producing the broadcast.

ROLL CALL

Councilmembers present:

Councilmember Al Clark
Councilmember Fred Shaw
Councilmember Wade Nomura
Vice Mayor Gregg Carty
Mayor J. Bradley Stein

Staff members present:

Dave Durlinger, City Manager
Dylan Johnson, Deputy City Attorney
Fidela Garcia, City Clerk
Charles Ebeling, Public Works Director/City Engineer/Traffic Engineer
Steve Goggia, Senior Planner
Jackie Campbell, Community Development Director

PLEDGE OF ALLEGIANCE

All present were led in the salute to the flag by Mayor Stein.

INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS

1. Presentation of Employee Service Awards.

This item was postponed to the next City Council Meeting.

2. Presentation of a Proclamation Designating September 2013 as "National Preparedness Month."

Mayor Stein presented a proclamation to Suzette Chafey and Gail Robertson designating September 2013 as "National Preparedness Month." Ms. Chafey thanked the City Council and acknowledged Vice Mayor Carty for stopping by their table at Carpinteria Lumber last Saturday.

Ms. Robertson spoke regarding the events held at Vons and Carpinteria Lumber last Saturday where they distributed "Don't Panic, Prepare" books and starter emergency kits. She announced they would be at the Farmers' Market on September 12 from 3:00 to 6:00 p.m. and on September 14 at Albertsons and Do-It-Best from 2:00 to 4:00 p.m.

PUBLIC INFORMATION REPORTS AND ANNOUNCEMENTS

Mayor Stein announced that the California Avocado Festival was approaching. He stated that this year's Carp-A-Cabana was the best and he acknowledged the Lions Club and Carpinteria Education Group. Councilmember Carty thanked everyone who donated items for the auction. Councilmember Shaw thanked the Georges for their donation of wine, which raised \$5,000, and acknowledged that approximately 150 items were donated. He also noted that County Supervisor Salud Carbajal was in attendance.

Vice Mayor Carty wished his father-in-law a happy 80th birthday, which was celebrated at the Womens' Club over the weekend.

Mayor Stein stated that he would adjourn the meeting in memory of Antoinette "Toni" Borrello, previous owner of Toni's Restaurant and community activist.

CITY MANAGER'S REPORT

- Patriot Day will be on September 11 and the Carpinteria-Summerland Fire Protection District will hold a Memorial Service at Fire Station No. 1 at 9:00 a.m.
- Freeway widening and interchanges projects continue. A significant phase is under way for a Local Coastal Plan Amendment and Draft Mitigated Negative Declaration. Environmental clearance document will address impacts to wetlands and agriculture lands and will be considered by the Environmental Review Committee on September 19. Public may provide comment through September 27.
- Summer pool and lifeguard hours have ended. Weekday pool hours are now 6:00 a.m. to 7:00 p.m., Saturdays 10:00 a.m. to 2:00 p.m., and closed Sundays. Beach lifeguards will be on duty only on weekends through the end of September.
- Reminder to drivers to be especially careful and attentive to pedestrians now that school is back in session

PRESENTATIONS BY CITIZENS/PUBLIC COMMENT: None

AGENDA MODIFICATIONS: None

CONSENT CALENDAR

Motion by Councilmember Shaw, seconded by Councilmember Nomura, to approve the Consent Calendar with all resolutions and ordinances as read by title only.

Upon voice vote, motion unanimously carried.

3. Minutes of the regular meeting held August 12, 2013.
4. Expenditures for the period ending August 28, 2013.

ADMINISTRATIVE MATTERS: None

PUBLIC HEARINGS:

5. Annual Review of Fire Protection Mitigation Fee Program and Fee Adjustment

Recommendation: Adopt Resolution No. 5481, as read by title only, a Resolution of the City Council of the City of Carpinteria Updating the Fire Protection Mitigation Fee Schedule for Development and Approving and Accepting the Carpinteria-Summerland Fire Protection District's Annual Report.

Charlie Ebeling, Public Works Director, and Michael Mingee, Fire Chief, presented the staff report. Chief Mingee shared photographs of wildland fire vehicles purchased, which were funded with mitigation fees, and conceptual plan to replace the Summerland Station and upgrade the Carpinteria Station.

Mayor Stein opened the Public Hearing at 5:53 p.m. No public comment. Mayor Stein closed the Public Hearing at 5:54 p.m.

Motion by Mayor Stein, seconded by Councilmember Shaw, to adopt Resolution No. 5481, as read by title only, a Resolution of the City Council of the City of Carpinteria Updating the Fire Protection Mitigation Fee Schedule for Development and Approving and Accepting the Carpinteria-Summerland Fire Protection District's Annual Report.

Upon voice vote, motion unanimously carried.

OTHER BUSINESS:

6. Special Event Permit for the 2013 Avocado Festival

Recommendation: That the City Council (1) Approve the issuance of Special Event Permit for the 2013 Avocado Festival in accordance with the attached conditions of approval and Festival description, (2) Make the determination that during the hours of Festival operation the area within beer garden boundaries as set forth in the attached

map, is a Public Park pursuant to C.M.C. Section 10.28.010, and (3) Authorize expenditures of City resources as detailed in the staff report.

Vice Mayor Carty recused himself from this item as he is a member of the Executive Board of the California Avocado Festival. He stepped down from the dais and exited the Council Chambers at 5:57 p.m.

Charlie Ebeling, Public Works Director, presented the staff report.

Councilmember Shaw asked for clarification of the request to sell alcohol until 30 minutes prior to close as opposed to 45 minutes. Mr. Ebeling responded that the permit application included a request to allow the sale of alcohol 30 minutes prior to close. Councilmember Shaw noted that the on-sale license permit would limit the sale to one drink per person at any one time; however, in the past they were allowed to sell two drinks per person. Mr. Ebeling responded that it was his understanding that the Alcohol and Beverage Control Board dictate these conditions.

Mayor Stein inquired regarding sidewalk cleaning after the festival and whether cleaning would be done by the Committee rather than City staff. Mr. Ebeling responded that Public Works staff typically performs extra clean-up work after the festival, such as power washing the sidewalk and clean-up around trees.

Motion by Councilmember Nomura, seconded by Councilmember Clark, to approve the special events permit for the 2013 California Avocado Festival with its special conditions; make the determination that the area within the beer garden boundaries is a public park pursuant to CMC 10.68.010; and authorize expenditure of City resources as detailed in the staff report.

Upon voice vote, motion unanimously carried with Vice Mayor Carty absent.

Leo Fortunado, President of the California Avocado Festival, thanked the City Council for their support and partnership on behalf of the California Avocado Festival.

Vice Mayor Carty returned to the Council Chambers at 6:00 p.m. and took his seat at the dais.

7. Potential Downtown Designated Smoking Area Locations

Recommendation: Approve the construction of one or more of the public Designated Smoking Areas described in the staff report pursuant to CMC § 8.52.060 (D).

Steve Goggia, Senior Planner, presented the staff report and PowerPoint presentation.

Councilmember Clark inquired regarding the regulation allowing smokers to smoke in proximity to non-smokers. Mr. Goggia responded that the minimum distance in private Designated Smoking Areas (DSA) is five feet; however, 20 feet is recommended.

Councilmember Shaw inquired regarding the possibility of establishing one DSA over a period of a few months to determine whether it is being utilized and then establish additional DSAs in order to save money. Mr. Goggia responded that this could be one of the options although the City would spend money on the concrete surface. Councilmember Shaw suggested designated Parking Lot 2, Location C on a trial basis because it appeared to be the least expensive option and the most removed from traffic.

Councilmember Nomura inquired regarding the time schedule for renovating Parking Lot 2. Mr. Goggia responded that he believed the time schedule was two years; however, it could run to three to four years.

Alan Clark, local business owner on the 900 block of Linden Avenue, stated that his customers use Parking Lot 2 and he spoke in opposition of losing parking spaces in Parking Lot 2 for a DSA. He noted that many students of the dance studio use Parking Lot 1 and he expressed concern with loss of parking there as well. He inquired regarding the possibility of a DSA in the Amtrak area. Mayor Stein responded that the City considered this area, Parking Lot 3.

William Connell stated that he is a smoker and the DSAs do not need to have many amenities, just areas for people to smoke and dispose of their cigarette butts. He distributed a handout of an Assembly Bill he is presently working on which would be considered by the Governor the following week.

Lisa Guravitz stated that she did not believe the City needed to do much to accommodate the smokers and spend City resources to clean up after them. She further stated that if the City Council is intent on having a DSA in the Downtown T, she would encourage that the Council designate only one DSA as a test to see if it is worth the expense and staff time to maintain, and to see if it makes a difference and is being utilized.

Mayor Stein inquired regarding the current ordinance and whether it addresses where people may smoke when other people are present. Mr. Goggia responded that the current ordinance addresses current DSAs and stated that people smoking within 20 feet from someone else would likely not break the regulations. He noted that Santa Barbara City College is smoke free and the University of California Santa Barbara plans to be smoke and tobacco free effective January 1, 2014 with the removal of DSAs.

Councilmember Clark recommended not taking action at this time or shelving it on a wait and see basis if needed in the future. He indicated that he agreed with concerns regarding the cost and loss of parking spaces, and confusion regarding where a person

may or may not smoke. City Manager Dave Durflinger suggested that the City Council could ask staff to table this item until the City Council requests to have it come back.

Vice Mayor Carty stated it would be ideal if the City could create an area that smokers would use. He expressed concern with designating areas in Parking Lots 1, 2, or 3. He suggested working with downtown business owners for “hot spots” during evening hours. He indicated that he did not support spending money on something that might not work.

Councilmember Shaw suggested that the Host Kiosk volunteers make visitors aware of the current smoking regulations.

Motion by Councilmember Nomura, seconded by Councilmember Clark, to table this item.

Upon voice vote, motion unanimously carried.

COMMITTEE REPORTS, INQUIRIES AND OTHER MATTERS PRESENTED BY COUNCILMEMBERS

Councilmember Nomura noted that he, Councilmember Shaw, and City Manager Dave Durflinger would be attending the League of California Cities annual meeting September 18 through 20, 2013.

ADJOURNMENT

The meeting was adjourned at 6:35 p.m. by Mayor Stein in memory of Antoinette “Toni” Borrello.

J. Bradley Stein, Mayor

ATTEST:

Fidela Garcia, CMC
City Clerk

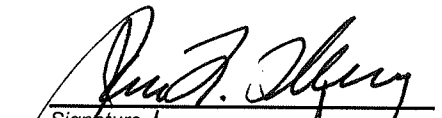
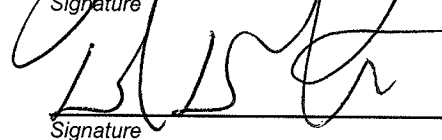
STAFF REPORT
COUNCIL MEETING DATE
September 23, 2013

ITEM FOR COUNCIL CONSIDERATION

EXPENDITURES FOR THE PERIOD ENDING SEPTEMBER 11, 2013

Report prepared by: John Thornberry,
Administrative Services Director

Reviewed by: Dave Durflinger, City Manager


Signature

Signature

STAFF RECOMMENDATION

Action Item ☒ ; Non-Action Item ☐

That the City Council accept this report pursuant to Carpinteria Municipal Code 2.08.110(I), and ratify the attached schedule of demands as part of approving the consent calendar.

I. DISCUSSION

As part of each regular City Council agenda, staff prepares the attached listing of checks dispersed with staff certification that the expenditure transactions listed in the warrant register have been reviewed and are within the budgeted appropriations. Staff recommends that the City Council ratify the schedule of demands attached.

II. FINANCIAL CONSIDERATIONS

The warrant register included as an attachment is designed to communicate fiscal activity since the previous regular City Council agenda. No further action of a fiscal nature is requested as part of this report.

III. ATTACHMENT

A. Warrant Register for the period ending September 11, 2013

2:12 PM

09/16/13

CITY OF CARPINTERIA
Warrant Register
 August 29 through September 11, 2013

Trans #	Entered/Last Modified	Date	Num	Name	Source Name	Memo	Account	Paid Amount
100194	08/29/13 09:46:45	8/29/13	81214	VIA REAL LAND PAR...	VIA REAL LAN...	REFUND LANDSCAPE BOND	100010...	
100131	08/29/13 09:45:33	8/26/13	REF LAN...		VIA REAL LAN...	REFUND LANDSCAPE BOND	310026...	-1,845.11
TOTAL								-1,845.11
100197	08/30/13 16:51:55	8/30/13	81215	CRUZ, MALENY	CRUZ, MALENY	VETS HALL REFUND	100010...	
100196	08/30/13 16:51:14	8/30/13	VETS HA...		CRUZ, MALENY	SECURITY DEPOSIT REFUND	484835...	-7.13
					CRUZ, MALENY	CLEANING DEPOSIT REFUND	100023...	-300.00
TOTAL								-307.13
100283	09/04/13 12:36:13	9/4/13	81216	AT & T MOBILITY	AT & T MOBILI...		100010...	
100223	09/04/13 11:08:07	8/21/13	832685259		AT & T MOBILI...	CODE ENFORCEMENT	104721...	-125.60
					AT & T MOBILI...	CODE ENFORCEMENT	104721...	-41.18
					AT & T MOBILI...	CODE ENFORCEMENT	104721...	-71.18
100224	09/04/13 11:10:30	8/23/13	33701522...		AT & T MOBILI...	PW SUPERINTENDENT	253130...	-115.21
					AT & T MOBILI...	CENTRAL SERVICES	101330...	-13.83
					AT & T MOBILI...	PW CREW	333230...	-11.83
					AT & T MOBILI...	PW CREW	253130...	-84.63
TOTAL								-463.46
100284	09/04/13 12:36:13	9/4/13	81217	BALMADRID, ARLENE	BALMADRID, A...	CELL PHONE REIMBURSEMENT...	100010...	
100212	09/04/13 11:02:01	9/4/13	SEP 2013 ...		BALMADRID, A...	CELL PHONE REIMBURSEMENT...	101630...	-65.00
TOTAL								-65.00
100285	09/04/13 12:36:14	9/4/13	81218	BARBER-FORD, R.E.	BARBER-FOR...	INVOICE #157760	100010...	
100225	09/04/13 11:10:53	8/13/13	157760		BARBER-FOR...	VEHICLE MAINTENANCE	101330...	-19.61
TOTAL								-19.61
100286	09/04/13 12:36:14	9/4/13	81219	BARCLAY CARD US	BARCLAY CAR...	POOL MATERIALS REIMBURSE...	100010...	
100226	09/04/13 11:12:37	8/13/13	MATERIA...		BARCLAY CAR...	POOL	486630...	-243.30
TOTAL								-243.30
100287	09/04/13 12:36:15	9/4/13	81220	BIANCA MARTINEZ	BIANCA MARTI...	INVOICE 104	100010...	
100227	09/04/13 11:12:54	9/3/13	104		BIANCA MARTI...	INDESIGN UPDATING ADOPTED ...	101430...	-450.00

2:12 PM

09/16/13

CITY OF CARPINTERIA
Warrant Register
 August 29 through September 11, 2013

Trans #	Entered/Last Modified	Date	Num	Name	Source Name	Memo	Account	Paid Amount
TOTAL								-450.00
100288	09/04/13 12:36:15	9/4/13	81221	CAMPBELL, JACQUE...	CAMPBELL, JA...	CELL PHONE REIMBURSEMENT...	100010...	
100208	09/04/13 11:00:16	9/4/13	SEP 2013 ...		CAMPBELL, JA...	CELL PHONE REIMBURSEMENT...	104130...	-65.00
TOTAL								-65.00
100289	09/04/13 12:36:16	9/4/13	81222	CARPINTERIA, CITY ...	CARPINTERIA, ...	PETTY CASH	100010...	
100206	09/04/13 10:59:10	9/4/13	PETTY CA...		CARPINTERIA, ...	PETTY CASH	101230...	-4.50
					CARPINTERIA, ...	PETTY CASH	101322...	-18.31
					CARPINTERIA, ...	PETTY CASH	101330...	-23.95
					CARPINTERIA, ...	PETTY CASH	101330...	-41.90
					CARPINTERIA, ...	PETTY CASH	101630...	-20.17
					CARPINTERIA, ...	PETTY CASH	104130...	-6.00
					CARPINTERIA, ...	PETTY CASH	104530...	-12.17
					CARPINTERIA, ...	PETTY CASH	104530...	-16.07
					CARPINTERIA, ...	PETTY CASH	105130...	-12.00
					CARPINTERIA, ...	PETTY CASH	253130...	-19.98
					CARPINTERIA, ...	PETTY CASH	286430...	-28.02
TOTAL								-203.07
100290	09/04/13 12:36:17	9/4/13	81223	CHEVRON & TEXAC...	CHEVRON & T...	789-819-058-7	100010...	
100228	09/04/13 11:13:56	8/22/13	582840		CHEVRON & T...	VEHICLE FUEL	101330...	-290.11
					CHEVRON & T...	VEHICLE FUEL	333230...	-621.49
					CHEVRON & T...	VEHICLE FUEL	236130...	-184.53
					CHEVRON & T...	VEHICLE FUEL	486830...	-106.94
TOTAL								-1,203.07
100291	09/04/13 12:36:17	9/4/13	81224	COAST OFFICE TEC...	COAST OFFIC...	INVOICE 2013113	100010...	
100275	09/04/13 12:17:15	8/31/13	2013113		COAST OFFIC...	COMPUTER EQUIPMENT	107041...	-81.81
TOTAL								-81.81
100292	09/04/13 12:36:17	9/4/13	81225	COASTAL VIEW NEWS	COASTAL VIE...	INVOICE 41646	100010...	
100229	09/04/13 11:14:28	8/26/13	41646		COASTAL VIE...	LEGAL NOTICES	104730...	-40.00
TOTAL								-40.00
100293	09/04/13 12:36:18	9/4/13	81226	COLSON, MARY ANN	COLSON, MAR...	WELLNESS REIMBURSEMENT - ...	100010...	

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100216	09/04/13 11:04:01	9/4/13	SEP 2013 ...		COLSON, MAR...	WELLNESS REIMBURSEMENT - ...	101419...	-415.75
TOTAL								-415.75
100294	09/04/13 12:36:18	9/4/13	81227	DIAZ, JAYNE	DIAZ, JAYNE	WELLNESS REIMBURSEMENT - ...	100010...	
100214	09/04/13 11:02:48	9/4/13	SEP 2013 ...		DIAZ, JAYNE	WELLNESS REIMBURSEMENT S...	101419...	-415.75
TOTAL								-415.75
100295	09/04/13 12:36:19	9/4/13	81228	DRAKE HAGLAN & A...	DRAKE HAGLA...	INVOICE #12034-02	100010...	
100231	09/04/13 11:16:41	8/5/13	12034-02		DRAKE HAGLA...	HBR GRANT	200026...	-6,368.59
					DRAKE HAGLA...	HBR GRANT	207961...	-6,368.60
					DRAKE HAGLA...	DIF PROGRAM HIGHWAY BRIDG...	310023...	-825.13
					DRAKE HAGLA...	DIF PROGRAM HIGHWAY BRIDG...	317961...	-825.13
TOTAL								-14,387.45
100296	09/04/13 12:36:19	9/4/13	81229	DRIGGERS, LARRY	DRIGGERS, LA...	WELLNESS REIMBURSEMENT - ...	100010...	
100220	09/04/13 11:05:30	9/4/13	SEP 2013 ...		DRIGGERS, LA...	WELLNESS REIMBURSEMENT - ...	101419...	-415.75
TOTAL								-415.75
100297	09/04/13 12:36:20	9/4/13	81230	DURFLINGER, DAVID	DURFLINGER, ...	CELL PHONE REIMBURSEMENT...	100010...	
100207	09/04/13 10:59:47	9/4/13	SEPT 201...		DURFLINGER, ...	CELL PHONE REIMBURSEMENT...	101230...	-65.00
TOTAL								-65.00
100298	09/04/13 12:36:20	9/4/13	81231	EBELING, CHARLES	EBELING, CHA...	CELL PHONE REIMBURSEMENT...	100010...	
100218	09/04/13 11:04:48	9/4/13	SEP 2013 ...		EBELING, CHA...	CELL PHONE REIMBURSEMENT...	103030...	-65.00
TOTAL								-65.00
100299	09/04/13 12:36:21	9/4/13	81232	EDD-SDI	EDD-SDI	ACCT #776-5147-9	100010...	
100277	09/04/13 12:26:08	8/23/13	PAYROLL...		EDD-SDI	PAYROLL 09-05-13	100022...	-869.35
TOTAL								-869.35
100300	09/04/13 12:36:21	9/4/13	81233	EDD-SIT	EDD-SIT	ACCT #932-0283-6	100010...	
100278	09/04/13 12:26:29	8/23/13	PAYROLL...		EDD-SIT	PAYROLL 09-05-13	100022...	-3,688.20

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TOTAL								-3,688.20
100301	09/04/13 12:36:22	9/4/13	81234	FEDEX	FEDEX	ACCOUNT 3004-2941-6	100010...	
100234	09/04/13 11:24:27	8/23/13	2-378-87387		FEDEX	DIF PROGRAM HIGHWAY BRIDG...	310023...	-26.30
					FEDEX	DIF PROGRAM HIGHWAY BRIDG...	317961...	-26.30
TOTAL								-52.60
100302	09/04/13 12:36:22	9/4/13	81235	FIDELITY SECURITY ...	FIDELITY SEC...	INVOICE 6061736	100010...	
100233	09/04/13 11:23:18	7/26/13	6061736		FIDELITY SEC...	WELLNESS SEP 2013	101619...	-12.07
					FIDELITY SEC...	WELLNESS SEP 2013	104119...	-6.05
					FIDELITY SEC...	WELLNESS SEP 2013	103019...	-17.76
					FIDELITY SEC...	WELLNESS SEP 2013	102219...	-6.05
					FIDELITY SEC...	WELLNESS SEP 2013	102219...	-12.08
					FIDELITY SEC...	WELLNESS SEP 2013	253119...	-17.76
					FIDELITY SEC...	WELLNESS SEP 2013	106919...	-6.05
					FIDELITY SEC...	WELLNESS SEP 2013	105119...	-11.48
					FIDELITY SEC...	WELLNESS SEP 2013	101119...	-6.05
					FIDELITY SEC...	WELLNESS SEP 2013	106919...	-17.76
					FIDELITY SEC...	WELLNESS SEP 2013	104419...	-11.48
					FIDELITY SEC...	WELLNESS SEP 2013	253119...	-6.05
TOTAL								-130.64
100303	09/04/13 12:36:23	9/4/13	81236	FRONTADO, JOHN	FRONTADO, J...	WELLNESS PAYMENT- SEP 2013	100010...	
100217	09/04/13 11:04:25	9/4/13	SEP 2013 ...		FRONTADO, J...	WELLNESS - SEP 2013	101419...	-415.75
TOTAL								-415.75
100304	09/04/13 12:36:24	9/4/13	81237	GARCIA, FIDELA	GARCIA, FIDELA	CELL PHONE REIMBURSEMENT...	100010...	
100211	09/04/13 11:01:36	9/4/13	SEP 2013 ...		GARCIA, FIDELA	CELL PHONE REIMBURSEMENT...	101130...	-65.00
TOTAL								-65.00
100305	09/04/13 12:36:24	9/4/13	81238	GODFREY, JAMES	GODFREY, JA...	PROJECT 1458 REFUND	100010...	
100235	09/04/13 11:27:49	8/23/13	PROJ 145...		GODFREY, JA...	PROJ 1458 REFUND	100025...	-1,622.55
TOTAL								-1,622.55
100306	09/04/13 12:36:24	9/4/13	81239	GRAINGER	GRAINGER	ACCT #9217084640	100010...	

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100236	09/04/13 11:28:45	7/23/13	9197988661		GRAINGER	PLUMBING SUPPLIES	333230...	-46.35
TOTAL								-46.35
100307	09/04/13 12:36:25	9/4/13	81240	HAMMOCK, ARNOLD...	HAMMOCK, AR...	CARPINTERIA RINCON TRAIL E...	100010...	
100237	09/04/13 11:29:50	8/1/13	CARP RIN...		HAMMOCK, AR...	CARP RINCON TRAIL EASEMEN...	310024...	-3,500.00
TOTAL								-3,500.00
100308	09/04/13 12:36:25	9/4/13	81241	HIDALGO, BENNY	HIDALGO, BEN...	WELLNESS REIMBURSEMENT - ...	100010...	
100213	09/04/13 11:02:24	9/4/13	SEP 2013 ...		HIDALGO, BEN...	WELLNESS REIMBURSEMENT - ...	101419...	-415.75
TOTAL								-415.75
100309	09/04/13 12:36:26	9/4/13	81242	INVEST WEST	INVEST WEST	REFUND LANDSCAPE BOND	100010...	
100238	09/04/13 11:31:19	8/1/13	REF LAN...		INVEST WEST	REFUND LANDSCAPE BOND	310026...	-1,720.05
TOTAL								-1,720.05
100310	09/04/13 12:36:26	9/4/13	81243	JIMENEZ, ERNEST	JIMENEZ, ERN...	WELLNESS REIMBURSEMENT - ...	100010...	
100221	09/04/13 11:05:55	9/4/13	SEP 2013 ...		JIMENEZ, ERN...	WELLNESS REIMBURSEMENT - ...	101419...	-415.75
TOTAL								-415.75
100311	09/04/13 12:36:27	9/4/13	81244	LEMERE, PATRICIA	LEMERE, PAT...	WELLNESS REIMBURSEMENT - ...	100010...	
100215	09/04/13 11:03:22	9/4/13	SEP 2013 ...		LEMERE, PAT...	WELLNESS REIMBURSEMENT S...	101419...	-415.75
TOTAL								-415.75
100312	09/04/13 12:36:27	9/4/13	81245	MCCORMIX CORP	MCCORMIX C...	INVOICE 877566	100010...	
100239	09/04/13 11:31:51	8/15/13	877566		MCCORMIX C...	PUBLIC WORKS FUEL	333230...	-124.25
TOTAL								-124.25
100313	09/04/13 12:36:28	9/4/13	81246	MCDONALD, JIM	MCDONALD, JIM	PROJECT 1380 REFUND	100010...	
100240	09/04/13 11:32:52	8/28/13	PROJ 138...		MCDONALD, JIM	PROJ 1380 REFUND	100025...	-1,714.62
TOTAL								-1,714.62
100314	09/04/13 12:36:28	9/4/13	81247	MNS ENGINEERS INC	MNS ENGINEE...		100010...	

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100241	09/04/13 11:33:31	8/15/13	63524		MNS ENGINEE...	GENERAL ENGINEERING SERVI...	253622...	-332.50
100242	09/04/13 11:34:17	8/15/13	63525		MNS ENGINEE...	MEASURE A GRANT 4	207927...	-72.50
					MNS ENGINEE...	MEASURE A GRANT 4	202027...	-72.50
100243	09/04/13 11:34:56	8/15/13	63526		MNS ENGINEE...	SANTA YNEZ IMPROVEMENT PR...	277962...	-90.00
100244	09/04/13 11:35:32	8/15/13	63528		MNS ENGINEE...	SILVER SANDS MHP	277962...	-1,106.35
TOTAL								-1,673.85
100315	09/04/13 12:36:29	9/4/13	81248	MONTECITO BANK &...	MONTECITO B...	0740	100010...	
100276	09/04/13 12:18:22	8/23/13	0740		MONTECITO B...	INTEREST CHARGES	101430...	-16.08
TOTAL								-16.08
100316	09/04/13 12:36:29	9/4/13	81249	QUALITY DISCOUNT ...	QUALITY DISC...	INVOICE 30500496	100010...	
100248	09/04/13 11:46:47	8/22/13	30500496		QUALITY DISC...	POOL RESALE ITEMS	486635...	-165.24
TOTAL								-165.24
100317	09/04/13 12:36:30	9/4/13	81250	ROBERTS, MATTHEW	ROBERTS, MA...	CELL PHONE REIMBURSEMENT...	100010...	
100210	09/04/13 11:01:04	9/4/13	SEP 2013 ...		ROBERTS, MA...	CELL PHONE REIMBURSEMENT...	106930...	-65.00
TOTAL								-65.00
100318	09/04/13 12:36:30	9/4/13	81251	RUDY PEREZ PAINTI...	RUDY PEREZ ...	JUNE 2013 PAINTING SERVICES	100010...	
100249	09/04/13 11:48:20	8/18/13	JUNE 201...		RUDY PEREZ ...	JUNE 2013 PAINTING SERVICES	333222...	-2,600.00
TOTAL								-2,600.00
100319	09/04/13 12:36:31	9/4/13	81252	SB ACTION PRO	SB ACTION PRO	2013 TRIATHLON	100010...	
100253	09/04/13 11:58:04	9/2/13	2013 TRIA...		SB ACTION PRO	2013 TRIATHLON	486330...	-250.00
TOTAL								-250.00
100320	09/04/13 12:36:31	9/4/13	81253	SEUI LOCAL 620	SEUI LOCAL 620	UNION DUES	100010...	
100279	09/04/13 12:26:45	8/23/13	PAYROLL...		SEUI LOCAL 620	PAYROLL 09-05-13	100022...	-146.19
TOTAL								-146.19
100321	09/04/13 12:36:32	9/4/13	81254	SILK, KEVIN	SILK, KEVIN	CELL PHONE REIMBURSEMENT...	100010...	

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100219	09/04/13 11:05:10	9/4/13	SEP 2013 ...		SILK, KEVIN	CELL PHONE REIMBURSEMENT...	104430...	-35.00
TOTAL								-35.00
100322	09/04/13 12:36:32	9/4/13	81255	SO CA EDISON	SO CA EDISON		100010...	
100079	08/27/13 14:18:10	8/24/13	2-17-070-7...		SO CA EDISON	STREET LIGHTING	292322...	-52.34
100080	08/27/13 14:18:55	8/24/13	2-19-146-8...		SO CA EDISON	STREET LIGHTING	292322...	-29.91
TOTAL								-82.25
100323	09/04/13 12:36:33	9/4/13	81256	T. ROWE PRICE	T. ROWE PRICE	ACCT #99020554000206142	100010...	
100282	09/04/13 12:31:04	8/23/13	PAYROLL...		T. ROWE PRICE	PAYROLL 09-05-13 DEPOSIT - V...	100010...	-50.00
TOTAL								-50.00
100324	09/04/13 12:36:33	9/4/13	81257	THORNBERRY, JOHN	THORNBERRY,...	CELL PHONE REIMBURSEMENT...	100010...	
100209	09/04/13 11:00:40	9/4/13	SEP 2013 ...		THORNBERRY,...	CEL PHONE REIMBURSEMENT ...	101430...	-65.00
TOTAL								-65.00
100325	09/04/13 12:36:33	9/4/13	81258	UNITED WAY OF SA...	UNITED WAY O...	PAYROLL CONTRIBUTION	100010...	
100280	09/04/13 12:27:16	8/23/13	PAYROLL...		UNITED WAY O...	PAYROLL 09-05-13	100022...	-20.00
TOTAL								-20.00
100326	09/04/13 12:36:34	9/4/13	81259	VANTAGEPOINT TRA...	VANTAGEPOIN...	PAYROLL DEPOSIT PLAN #303555	100010...	
100281	09/04/13 12:27:38	8/23/13	PAYROLL...		VANTAGEPOIN...	PAYROLL 09-05-13	100010...	-814.86
TOTAL								-814.86
100327	09/04/13 12:36:34	9/4/13	81260	VJS BIOLOGICAL CO...	VJS BIOLOGIC...	MAY 2013 SERVICES	100010...	
100272	09/04/13 12:14:53	7/1/13	MAY 2013...		VJS BIOLOGIC...	MISC SITE CHECKS & REPORTI...	104122...	-1,665.00
TOTAL								-1,665.00
100328	09/04/13 12:36:35	9/4/13	81261	WEST COAST ARBO...	WEST COAST ...		100010...	
100273	09/04/13 12:15:24	8/15/13	90204		WEST COAST ...	TREE MAINTENANCE	273222...	-749.88
100274	09/04/13 12:15:50	8/15/13	90203		WEST COAST ...	TREE MAINTENANCE	273222...	-9,656.00
TOTAL								-10,405.88

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100329	09/04/13 12:40:09	9/4/13	81262	ALL AROUND LANDS...	ALL AROUND ...	CUSTOMER #354	100010...	
100087	08/27/13 15:21:04	8/12/13	S1658539....		ALL AROUND ...	WATER TANK	253130...	-65.79
TOTAL								-65.79
100330	09/04/13 12:40:10	9/4/13	81263	COLSON'S TOWING I...	COLSON'S TO...	INVOICE #P5416	100010...	
100088	08/27/13 15:22:13	8/12/13	P5416		COLSON'S TO...	TRAILER TIRES	253130...	-242.35
TOTAL								-242.35
100331	09/04/13 12:40:10	9/4/13	81264	GRAINGER	GRAINGER	ACCT #9217084640	100010...	
100092	08/27/13 15:26:23	8/14/13	9217084640		GRAINGER	SEAL FOUNTAIN	333222...	-175.53
TOTAL								-175.53
100332	09/04/13 12:40:11	9/4/13	81265	NATIONAL NEIGHBO...	NATIONAL NEI...	INVOICE #1308888	100010...	
100118	08/28/13 10:17:54	8/14/13	1308888		NATIONAL NEI...	SIGNAGE	333230...	-250.66
TOTAL								-250.66
100333	09/04/13 12:40:11	9/4/13	81266	PAVEMENT ENGINE...	PAVEMENT EN...	INVOICE #1307-067	100010...	
100110	08/28/13 09:18:04	8/12/13	1307-067		PAVEMENT EN...	2013 PAVEMENT REHAB PROJE...	277222...	-5,642.50
TOTAL								-5,642.50
100334	09/04/13 12:40:12	9/4/13	81267	SO CA EDISON	SO CA EDISON		100010...	
100254	09/04/13 12:01:15	8/27/13	2-14-791-5...		SO CA EDISON	STREET LIGHTING	292322...	-131.56
100255	09/04/13 12:01:43	8/27/13	2-22-684-6...		SO CA EDISON	STREET LIGHTING	292322...	-31.25
100256	09/04/13 12:02:29	8/28/13	2-32-832-7...		SO CA EDISON	PROJ 4865 VETS HALL	100025...	-701.86
					SO CA EDISON	VETS HALL	486530...	-597.88
100257	09/04/13 12:03:07	8/28/13	2-30-652-4...		SO CA EDISON	SEASIDE BUILDING	486530...	-52.72
100258	09/04/13 12:03:55	8/29/13	2-26-504-7...		SO CA EDISON	STREET LIGHTING	292321...	-28.03
TOTAL								-1,543.30
100335	09/04/13 12:40:12	9/4/13	81268	STAPLES ADVANTAGE	STAPLES ADV...	INVOICE 3207067196	100010...	
99954	08/21/13 09:08:11	8/15/13	3207067196		STAPLES ADV...	OFFICE SUPPLIES	101330...	-123.09
TOTAL								-123.09

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100336	09/04/13 12:40:13	9/4/13	81269	URS CORPORATION	URS CORPOR...	INVOICE #5613777	100010...	
100116	08/28/13 09:55:53	8/14/13	5613777		URS CORPOR...	SWMP MAPPING	277961...	-1,017.13
TOTAL								-1,017.13
100337	09/04/13 12:40:13	9/4/13	81270	VENCO POWER SW...	VENCO POWE...	INVOICE 0042085-IN	100010...	
100096	08/27/13 15:32:12	8/15/13	0042085-IN		VENCO POWE...	STREET SWEEPING SERVICE - ...	253122...	-3,318.60
TOTAL								-3,318.60
100338	09/04/13 12:40:14	9/4/13	81271	VERIZON CALIFORNIA	VERIZON CALI...		100010...	
100270	09/04/13 12:13:01	8/22/13	01171112...		VERIZON CALI...	OUTSIDE PD	101330...	-87.22
100271	09/04/13 12:13:39	8/22/13	01171112...		VERIZON CALI...	ASH AVE PAY PHONE	101330...	-87.22
TOTAL								-174.44
100339	09/04/13 12:40:14	9/4/13	81272	WALLACE GROUP	WALLACE GR...	INVOICE #35539	100010...	
99989	08/21/13 11:40:38	8/14/13	35539		WALLACE GR...	MEASURE A GRANT 1	207927...	-824.25
					WALLACE GR...	MEASURE A GRANT 1	202027...	-824.25
TOTAL								-1,648.50
100418	09/11/13 11:54:49	9/11/13	81273	ACCESS CONTROL ...	ACCESS CONT...	INVOICE #0017728	100010...	
100414	09/11/13 11:33:19	8/27/13	0017728		ACCESS CONT...	VETS HALL SECURITY	484835...	-238.14
TOTAL								-238.14
100419	09/11/13 11:54:50	9/11/13	81274	AERIOCONNECT	AERIOCONNECT	INVOICE 684643	100010...	
100388	09/11/13 10:53:06	9/2/13	684643		AERIOCONNECT	DSL MONTHLY SERVICE CHAR...	101822...	-66.06
TOTAL								-66.06
100420	09/11/13 11:54:51	9/11/13	81275	AG ENT INC	AG ENT INC		100010...	
100353	09/10/13 10:56:52	8/27/13	13078		AG ENT INC	EL CARRO PARK BF TEST	236122...	-155.00
100354	09/10/13 10:57:26	8/27/13	13082		AG ENT INC	MEMORIAL PARK BF TEST	236122...	-45.00
100355	09/10/13 10:57:58	8/27/13	13081		AG ENT INC	CARP AVE PKG LOT BF TEST	236122...	-45.00
100356	09/10/13 10:58:25	8/27/13	13079		AG ENT INC	5TH ST PKG LOT BF TEST	236122...	-45.00
100357	09/10/13 10:59:03	8/27/13	13080		AG ENT INC	YUCCA LN BF TEST	236122...	-80.00

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TOTAL								-370.00
100421	09/11/13 11:54:51	9/11/13	81276	CARDENAS, JOE	CARDENAS, JOE	UMPIRE FEES	100010...	
100352	09/10/13 10:56:16	9/10/13	UMPIRE F...		CARDENAS, JOE	UMPIRE FEES	486330...	-418.00
TOTAL								-418.00
100422	09/11/13 11:54:52	9/11/13	81277	CARDENAS, JOSEPH II	CARDENAS, J...	UMPIRE FEES	100010...	
100350	09/10/13 10:54:58	9/10/13	UMPIRE F...		CARDENAS, J...	UMPIRE FEES	486330...	-506.00
TOTAL								-506.00
100423	09/11/13 11:54:52	9/11/13	81278	CARPINTERIA-SUMM...	CARPINTERIA-...	AUGUST 2013 FIRE FEES	100010...	
100360	09/10/13 11:03:35	9/5/13	AUG 2013...		CARPINTERIA-...	BP 10985	100026...	-205.00
					CARPINTERIA-...	BP 10968	100026...	-205.00
TOTAL								-410.00
100424	09/11/13 11:54:53	9/11/13	81279	CARPINTERIA BOYS ...	CARPINTERIA ...	FY 13-14 SERVICE GRANT	100010...	
100406	09/11/13 11:22:29	8/14/13	SERVICE ...		CARPINTERIA ...	FY 13-14 COMMUNITY SERVICE...	104621...	-17,000.00
TOTAL								-17,000.00
100425	09/11/13 11:54:53	9/11/13	81280	CARPINTERIA VETE...	CARPINTERIA ...		100010...	
100362	09/10/13 11:11:58	8/2/13	197285		CARPINTERIA ...	DOG LICENSE	104721...	-90.00
100363	09/10/13 11:12:24	8/8/13	197652		CARPINTERIA ...	DOG LICENSE	104721...	-50.00
100364	09/10/13 11:12:47	8/21/13	198503		CARPINTERIA ...	DOG LICENSE	104721...	-60.00
TOTAL								-200.00
100426	09/11/13 11:54:54	9/11/13	81281	CCI CENTRAL, INC.	CCI CENTRAL, ...	INVOICE #19060	100010...	
100383	09/11/13 10:39:43	9/6/13	19060		CCI CENTRAL, ...	POSTAGE MACHINE	101330...	-346.15
TOTAL								-346.15
100427	09/11/13 11:54:54	9/11/13	81282	CENTRAL COAST IM...	CENTRAL COA...	INVOICE #AR25191	100010...	
100389	09/11/13 10:53:34	9/4/13	AR25191		CENTRAL COA...	COPIER MAINTENANCE	101822...	-231.72
TOTAL								-231.72

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Trans #	Entered/Last Modified	Date	Num	Name	Source Name	Memo	Account	Paid Amount
100428	09/11/13 11:54:55	9/11/13	81283	CISNEROS, ROSANA	CISNEROS, RO...	VETS HALL REFUND	100010...	
100380	09/10/13 16:43:14	8/31/13	VETS HA...		CISNEROS, RO...	SECURITY DEPOSIT REFUND	484835...	-33.25
					CISNEROS, RO...	VETS HALL REFUND	100023...	-300.00
TOTAL								-333.25
100429	09/11/13 11:54:55	9/11/13	81284	COAST AUTO PARTS...	COAST AUTO ...	ACCT NO 1165	100010...	
100366	09/10/13 11:48:41	8/31/13	AUG 2013...		COAST AUTO ...	VEHICLE MAINTENANCE	253130...	-8.64
					COAST AUTO ...	VEHICLE MAINTENANCE	253130...	-22.48
					COAST AUTO ...	VEHICLE MAINTENANCE	101330...	-123.34
					COAST AUTO ...	VEHICLE MAINTENANCE	101330...	-34.75
					COAST AUTO ...	VEHICLE MAINTENANCE	253130...	-481.82
					COAST AUTO ...	VEHICLE MAINTENANCE	253130...	-282.34
					COAST AUTO ...	VEHICLE MAINTENANCE	253130...	-21.46
					COAST AUTO ...	VEHICLE MAINTENANCE	101330...	-20.00
					COAST AUTO ...	VEHICLE MAINTENANCE	253130...	-17.85
					COAST AUTO ...	VEHICLE MAINTENANCE	253130...	-21.36
					COAST AUTO ...	VEHICLE MAINTENANCE	253130...	-118.08
					COAST AUTO ...	VEHICLE MAINTENANCE	253130...	-439.15
TOTAL								-1,591.27
100430	09/11/13 11:54:56	9/11/13	81285	COAST OFFICE TEC...	COAST OFFIC...		100010...	
100415	09/11/13 11:34:50	8/1/13	4869		COAST OFFIC...	COMPUTER MAINTENANCE	101822...	-1,987.50
100416	09/11/13 11:35:23	9/1/13	4874		COAST OFFIC...	COMPUTER MAINTENANCE	101822...	-4,290.00
TOTAL								-6,277.50
100431	09/11/13 11:54:57	9/11/13	81286	COASTAL VIEW NEWS	COASTAL VIE...		100010...	
100368	09/10/13 11:49:34	8/26/13	41647		COASTAL VIE...	LEGAL NOTICES	101130...	-157.50
100367	09/10/13 11:49:06	8/29/13	41691		COASTAL VIE...	LEGAL NOTICES	101130...	-210.00
100369	09/10/13 11:50:26	8/29/13	41680		COASTAL VIE...	PET ADS	104730...	-60.00
100371	09/10/13 11:51:50	8/29/13	41668		COASTAL VIE...	LEGAL NOTICES	103030...	-103.12
100370	09/10/13 11:51:07	9/5/13	41717		COASTAL VIE...	OIL PAYMENT PROGRAM GRANT	200026...	-215.00
TOTAL								-745.62
100432	09/11/13 11:54:58	9/11/13	81287	COLSON'S TOWING I...	COLSON'S TO...		100010...	
100372	09/10/13 11:53:08	8/14/13	40318		COLSON'S TO...	TOW FEES	253130...	-60.00
100373	09/10/13 11:53:28	8/14/13	40142		COLSON'S TO...	TOW FEES	253130...	-60.00

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Trans #	Entered/Last Modified	Date	Num	Name	Source Name	Memo	Account	Paid Amount
TOTAL								-120.00
100433	09/11/13 11:54:58	9/11/13	81288	DAWKINS, CAROL	DAWKINS, CA...	UMPIRE FEES	100010...	
100351	09/10/13 10:55:38	9/10/13	UMPIRE F...		DAWKINS, CA...	UMPIRE FEES	486330...	-286.00
TOTAL								-286.00
100434	09/11/13 11:54:59	9/11/13	81289	EASY LIFT TRANSP...	EASY LIFT TRA...	INVOICE 5963	100010...	
100375	09/10/13 11:55:23	9/1/13	5963		EASY LIFT TRA...	CLAIM PER CONTRACT FOR SE...	273422...	-1,000.00
TOTAL								-1,000.00
100435	09/11/13 11:54:59	9/11/13	81290	ENDEMAN-LINCOLN...	ENDEMAN-LIN...	MAY-JULY 2013 LEGAL SERVICES	100010...	
100232	09/04/13 11:18:45	8/26/13	MAY-JUL ...		ENDEMAN-LIN...	MHP	101722...	-2,280.00
TOTAL								-2,280.00
100436	09/11/13 11:55:00	9/11/13	81291	MISSION UNIFORM S...	MISSION UNIF...	AUGUST 2013 UNIFORM	100010...	
100379	09/10/13 12:55:34	8/31/13	AUGUST ...		MISSION UNIF...	UNIFORM RENTAL - AUGUST	253119...	-72.72
					MISSION UNIF...	UNIFORM RENTAL - AUGUST	333219...	-72.72
					MISSION UNIF...	UNIFORM RENTAL - AUGUST	101319...	-36.36
					MISSION UNIF...	UNIFORM RENTAL - AUGUST	236119...	-36.16
TOTAL								-217.96
100437	09/11/13 11:55:01	9/11/13	81292	MONTECITO BANK &...	MONTECITO B...		100010...	
100392	09/11/13 10:59:55	8/23/13	4563		MONTECITO B...	VOLUNTEER SERIVES	102430...	-559.95
					MONTECITO B...	VOLUNTEER SERIVES	104530...	-13.25
					MONTECITO B...	COUNCIL AWARDS	105131...	-32.37
					MONTECITO B...	INTEREST CHARGES	101130...	-27.93
100393	09/11/13 11:01:32	8/23/13	1577		MONTECITO B...	CM MEETING	105130...	-97.67
					MONTECITO B...	CM EXPENSE	105130...	-40.50
					MONTECITO B...	FINANCE CHARGES	101230...	-23.19
100394	09/11/13 11:03:43	8/23/13	4379		MONTECITO B...	TREE BOARD EXPENSE	103030...	-37.85
					MONTECITO B...	ANNUAL FEE	103030...	-6.66
					MONTECITO B...	FINANCE CHARGE	103030...	-14.19
100412	09/11/13 11:32:20	8/23/13	4270		MONTECITO B...	TRIATHLON EXPENSE	486330...	-199.80
					MONTECITO B...	WEB SERVICES	486630...	-59.97
					MONTECITO B...	POOL	486630...	-242.41
					MONTECITO B...	REC DESK	286230...	-609.07
					MONTECITO B...	REC DESK	486630...	-69.63

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100417	09/11/13 11:42:12	8/23/13	4692		MONTECITO B...	PROJ 4865	100025...	-176.55
					MONTECITO B...	POOL	486630...	-40.00
					MONTECITO B...	PROJ 4865	100025...	-96.27
					MONTECITO B...	JR GUARDS BBQ	286230...	-260.67
					MONTECITO B...	BEACHES	286430...	-227.98
					MONTECITO B...	INTEREST CHARGES	286230...	-39.00
					MONTECITO B...	BIRTHDAYS	101631...	-42.43
					MONTECITO B...	COMPUTER EQUIPMENT	101822...	-32.39
					MONTECITO B...	MEETINGS & TRAVEL - MAKER	101622...	-480.00
					MONTECITO B...	CITY HALL	101322...	-70.00
					MONTECITO B...	FLOWERS	105131...	-62.64
					MONTECITO B...	FLOWERS	101631...	-70.20
					MONTECITO B...	TRAINING	101622...	-399.00
					MONTECITO B...	COMPUTER EQUIPMENT	101822...	-50.48
TOTAL								-4,082.05
100438	09/11/13 11:55:02	9/11/13	81293	PACIFIC COAST BUS...	PACIFIC COAS...	SUBSCRIPTION RENEWAL	100010...	
100407	09/11/13 11:23:00	8/28/13	SUBSCRI...		PACIFIC COAS...	SUBSCRIPTION RENEWAL	104430...	-44.99
TOTAL								-44.99
100439	09/11/13 11:55:02	9/11/13	81294	PALOR, JEFF	PALOR, JEFF	UMPIRE FEES	100010...	
100349	09/10/13 10:53:38	9/10/13	UMPIRE F...		PALOR, JEFF	UMPIRE FEES	486330...	-814.00
TOTAL								-814.00
100440	09/11/13 11:55:03	9/11/13	81295	PITZER-JELVANI, TE...	PITZER-JELVA...	PAYROLL 09-05-13	100010...	
100382	09/11/13 09:49:29	9/11/13	PAYROL ...		PITZER-JELVA...	PAYROLL 09-05-13	100010...	-291.61
TOTAL								-291.61
100441	09/11/13 11:55:03	9/11/13	81296	ROCKWELL PRINTING	ROCKWELL P...	INVOICE #23532	100010...	
100396	09/11/13 11:05:36	9/4/13	23532		ROCKWELL P...	OFFICE SUPPLIES	101330...	-814.29
TOTAL								-814.29
100442	09/11/13 11:55:04	9/11/13	81297	SEGURA, ULISSES	SEGURA, ULIS...	VETS HALL REFUND	100010...	
100381	09/10/13 16:45:28	8/31/13	VETS HA...		SEGURA, ULIS...	VETS HALL REFUND	100023...	-293.35
TOTAL								-293.35

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Trans #	Entered/Last Modified	Date	Num	Name	Source Name	Memo	Account	Paid Amount
100443	09/11/13 11:55:04	9/11/13	81298	SOLID WASTE SOLU...	SOLID WASTE ...	INVOICE NO 97	100010...	
100400	09/11/13 11:10:37	9/2/13	97		SOLID WASTE ...	AB 939 COORDINATION	393722...	-4,026.50
TOTAL								-4,026.50
100444	09/11/13 11:55:05	9/11/13	81299	STAPLES ADVANTAGE	STAPLES ADV...		100010...	
100408	09/11/13 11:23:32	8/16/13	3207162032		STAPLES ADV...	PW SUPPLIES	253130...	-12.99
100409	09/11/13 11:24:05	8/16/13	3207162031		STAPLES ADV...	PW SUPPLIES	253130...	-12.99
100410	09/11/13 11:24:52	8/16/13	3207162030		STAPLES ADV...	PW SUPPLIES	253130...	-199.39
100411	09/11/13 11:25:28	8/16/13	3207162029		STAPLES ADV...	PW SUPPLIES	253130...	-272.67
TOTAL								-498.04
100445	09/11/13 11:55:05	9/11/13	81300	TRI-CO BLUE PRINT ...	TRI-CO BLUE ...	INVOICE #0280319-IN	100010...	
100403	09/11/13 11:19:28	8/15/13	0280319-IN		TRI-CO BLUE ...	BLUEPRINTS	101018...	-22.68
TOTAL								-22.68
100447	09/11/13 11:58:20	9/11/13	81301	BONDELL AWARDS ...	BONDELL AW...	INVOICE #8919	100010...	
100359	09/10/13 11:01:50	9/5/13	8919		BONDELL AW...	NAMEPLATE - ANGELES, BARR...	103030...	-31.54
TOTAL								-31.54
100448	09/11/13 11:58:21	9/11/13	81302	C & W CONSTRUCTI...	C & W CONST...	CLIENT # 647	100010...	
100230	09/04/13 11:15:07	8/21/13	313-13		C & W CONST...	ROW SUPPLIES	253130...	-171.47
TOTAL								-171.47
100449	09/11/13 11:58:21	9/11/13	81303	C3 INTELLIGENCE, I...	C3 INTELLIGE...	INVOICE #2424	100010...	
100413	09/11/13 11:32:45	9/3/13	2424		C3 INTELLIGE...	BACKGROUND REPORTS	101632...	-10.00
TOTAL								-10.00
100450	09/11/13 11:58:22	9/11/13	81304	CARPINTERIA VALL...	CARPINTERIA ...	AUGUST 2013 BILLING	100010...	
100361	09/10/13 11:11:28	8/28/13	AUG 2013...		CARPINTERIA ...	UTILITIES - CIVIC CENTER	101331...	-669.22
					CARPINTERIA ...	UTILITIES - PARKING/STREETS	333231...	-1,974.85
					CARPINTERIA ...	UTILITIES - PARKS	236131...	-8,998.27
					CARPINTERIA ...	UTILITIES - POOL	486631...	-837.02
					CARPINTERIA ...	UTILITIES - VETS HALL	486530...	-200.93
					CARPINTERIA ...	PROJ 4865 - VETS HALL	100025...	-407.96

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Trans #	Entered/Last Modified	Date	Num	Name	Source Name	Memo	Account	Paid Amount
TOTAL								-13,088.25
100451	09/11/13 11:58:23	9/11/13	81305	CARPINTERIA VETE...	CARPINTERIA ...	INVOICE 199029	100010...	
100365	09/10/13 11:13:15	8/29/13	199029		CARPINTERIA ...	DOG LICENSE	104721...	-30.00
TOTAL								-30.00
100452	09/11/13 11:58:23	9/11/13	81306	DETROIT INDUSTRIA...	DETROIT INDU...	INVOICE #489900	100010...	
100374	09/10/13 11:54:24	8/21/13	489900		DETROIT INDU...	SHOP TOOLS	253130...	-137.08
TOTAL								-137.08
100453	09/11/13 11:58:24	9/11/13	81307	HUGO'S AUTO DETAIL	HUGO'S AUTO ...	VEHICLE MAINTENANCE - JULY-...	100010...	
100446	09/11/13 11:57:08	8/23/13	JUL-AUG ...		HUGO'S AUTO ...	VEHICLE MAINTENANCE - JULY ...	101330...	-150.00
TOTAL								-150.00
100454	09/11/13 11:58:24	9/11/13	81308	PRAXAIR	PRAXAIR	INVOICE #46971542	100010...	
100247	09/04/13 11:46:10	8/20/13	46971542		PRAXAIR	PW SUPPLIES	253130...	-25.62
TOTAL								-25.62
100455	09/11/13 11:58:25	9/11/13	81309	SANTA BARBARA C...	SANTA BARBA...		100010...	
100250	09/04/13 11:49:07	8/18/13	14-045		SANTA BARBA...	SHERIFF OVERTIME	102121...	-2,643.93
100251	09/04/13 11:51:28	8/18/13	14-36		SANTA BARBA...	2013 CONTRACT SERVICES	102121...	-274,301.01
					SANTA BARBA...	2013 CONTRACT SERVICES	100015...	-8,333.33
					SANTA BARBA...	2013 CONTRACT SERVICES	102121...	-1,666.66
TOTAL								-286,944.93
100456	09/11/13 11:58:25	9/11/13	81310	SO CA EDISON	SO CA EDISON	2-01-201-6465	100010...	
100387	09/11/13 10:50:21	9/5/13	2-01-201-6...		SO CA EDISON	STREET LIGHTING	292322...	-7,319.03
TOTAL								-7,319.03
100457	09/11/13 11:58:26	9/11/13	81311	STAPLES ADVANTAGE	STAPLES ADV...		100010...	
100260	09/04/13 12:05:48	8/20/13	3207441038		STAPLES ADV...	OFFICE SUPPLIES	101330...	-51.96
					STAPLES ADV...	PW SUPPLIES	103030...	-83.56
100261	09/04/13 12:06:22	8/20/13	3207441037		STAPLES ADV...	OFFICE SUPPLIES	101330...	-633.46

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Trans #	Entered/Last Modified	Date	Num	Name	Source Name	Memo	Account	Paid Amount
100268	09/04/13 12:10:23	8/21/13	3207501367		STAPLES ADV...	PW SUPPLIES	253130...	-12.99
100262	09/04/13 12:06:54	8/22/13	3207530300		STAPLES ADV...	OFFICE SUPPLIES	101330...	-4.83
100263	09/04/13 12:07:36	8/22/13	3207530299		STAPLES ADV...	POOL	486630...	-140.39
100264	09/04/13 12:08:01	8/22/13	3207530298		STAPLES ADV...	POOL	486630...	-82.70
100265	09/04/13 12:08:34	8/22/13	3207530297		STAPLES ADV...	PW SUPPLIES	253130...	-84.94
100266	09/04/13 12:09:07	8/22/13	3207530296		STAPLES ADV...	PW SUPPLIES	253130...	-229.75
100267	09/04/13 12:09:48	8/22/13	3207530295		STAPLES ADV...	PW SUPPLIES	253130...	-49.05
TOTAL								-1,373.63
100458	09/11/13 11:58:27	9/11/13	81312	THE STORAGE PLACE	THE STORAGE...	STORAGE RENTAL SEPTEMBER...	100010...	
100402	09/11/13 11:18:49	9/3/13	SEPT 201...		THE STORAGE...	OFFSITE STORAGE RENTAL	101322...	-305.00
TOTAL								-305.00
100459	09/11/13 11:58:28	9/11/13	81313	VERIZON CALIFORNIA	VERIZON CALI...	01-1711-1143298004-06	100010...	
100384	09/11/13 10:41:41	8/28/13	01171111...		VERIZON CALI...	CIVIC CENTER	101330...	-847.83
					VERIZON CALI...	PW	253130...	-37.80
					VERIZON CALI...	BEACH	286230...	-120.80
					VERIZON CALI...	POOL	486630...	-235.25
					VERIZON CALI...	BEACH CONCESSION	286430...	-113.71
TOTAL								-1,355.39
100460	09/11/13 11:58:28	9/11/13	81314	WESTERN EXTERMI...	WESTERN EXT...	SB CO CLINIC MONTHLY SERVI...	100010...	
100405	09/11/13 11:21:06	8/31/13	AUG 2013...		WESTERN EXT...	PROJ 4865 SB CO CLINIC MONT...	100025...	-44.50
TOTAL								-44.50

TOTAL \$422,715.70

RESOLUTION NO. 5480

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA
RECOGNIZING THE 40TH ANNIVERSARY OF THE ROTARY CLUB OF
CARPINTERIA**

WHEREAS, the Rotary Club of Carpinteria was chartered as part of Rotary International in 1973, through the sponsorship of the Montecito Rotary Club and the efforts of many Carpinterians, including Dr. William Carty, who would become the Club's first President; and

WHEREAS, the Rotary Club of Carpinteria is part of the largest service organization in the world, who's members volunteer in their local communities and around the world to support education, promote job training, provide clean water, combat hunger, improve health and sanitation and eradicate polio; and

WHEREAS, the members of the Rotary Club of Carpinteria are among Carpinteria's business, professional, and community leaders whose motto of "**Service Above Self**" motivates members to contribute financially, raise funds and volunteer on projects locally and internationally; and

WHEREAS, the Rotary Club of Carpinteria has continued to grow in membership and strength, enabling the club to sponsor the formation and charter of the Rotary Club of Carpinteria, Morning, and has worked in tandem with the new club to enhance community life in Carpinteria via fundraising and project support; and

WHEREAS, for the past 40 years the Rotary Club of Carpinteria, through volunteer and fundraising efforts, such as the "Annual Talent Show," raffles, and acquisition of District grants, has annually provided financial support to many Carpinteria community projects and programs that benefit youth, seniors and the disabled; and

WHEREAS, the Rotary Club of Carpinteria sponsors the Rotary Interact Club of Carpinteria High School, which benefits students by encouraging and fostering the ideal of service and opening the door for students to take advantage of leadership training, scholarships, and higher education opportunities all over the world.

Resolution No. 5480
Rotary 40th Anniversary

NOW, THEREFORE, BE IT RESOLVED by the Carpinteria City Council that on the occasion of its 40th Anniversary, the Rotary Club of Carpinteria is recognized and thanked for being a great community partner and for its ongoing commitment to improving lives in Carpinteria and around the world.

PASSED, APPROVED AND ADOPTED on September 23, 2013, by the following vote:

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

J. Bradley Stein, Mayor

ATTEST:

Fidela Garcia, City Clerk

I hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of Carpinteria held on September 23, 2013.

Fidela Garcia, City Clerk

APPROVED AS TO FORM:

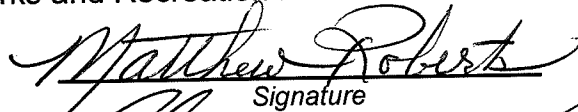
City Attorney

STAFF REPORT
COUNCIL MEETING DATE:
September 23, 2013

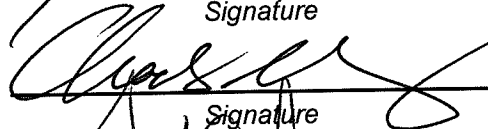
ITEM FOR COUNCIL CONSIDERATION:

Union Pacific Railroad Two-way Lot Split
TPM 25,192 Final Map Clearance
Project #13-1663-TPM/CDP

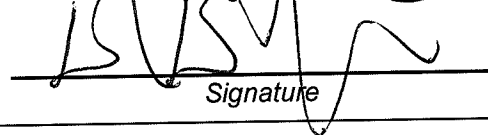
Report prepared by: Matthew Roberts, Parks and Recreation Director


Signature

Reviewed by: Charles Ebeling
Public Works Director


Signature

City Manager: Dave Durlinger


Signature

STAFF RECOMMENDATION:

Action Item X ; Non-Action Item

That the City Council authorize the recordation of Parcel Map 25,192.

I. BACKGROUND

The map allows the Union Pacific Railroad (UPRR) to divide APN 004-105-015, a 5.93-acre parcel located along the south side of the railroad tracks between Holly and Olive Avenues into three parcels of approximately 1.34 ,0.17 and 4.42 acres, thereby facilitating the sale of the two smaller parcels to the City of Carpinteria. These parcels are labeled parcel "A" and parcel "C" on the Parcel Map. The remaining 4.42 -acre parcel would be retained by the UPRR to be used for continued railroad operations.

On May 6, 2013, the Planning Commission found that the acquisition of the Union Pacific Railroad property by the City is consistent with the General Plan/Coastal Plan pursuant to a Government Code §65402 determination request. The requisite Tentative Parcel Map was approved and the Exemption pursuant to §15061 of the State

Guidelines for Implementation of the California Environmental Quality Act was accepted by the Planning Commission on August 5, 2013 under case number 13-1663-TPM/CDP.

II. FINANCIAL CONSIDERATIONS

Based upon the net square footage of the City's proposed acquisition, the land cost will be approximately \$769,653.00. These are proposed to be paid for by the City's Park Land Acquisition Fund, Open Space Acquisition Fund and the Quimby Fund. These fund's have a collective balance of approximately \$802,000.

III. LEGAL ISSUES

There are no Conditions of Approval required to be satisfied before the Map records.

IV. OPTIONS

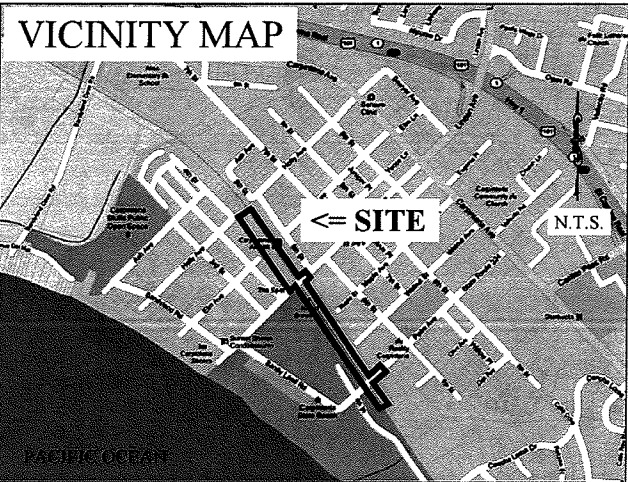
1. Accept and approve Tentative Parcel Map 25,192 for recording.
2. Request revisions to Map sheet and direct staff to return to a future Council meeting.

V. ATTACHMENTS:

Attachment A Reduced copy of Tentative Parcel Map 25,192

PARCEL MAP No. 25,192

In the City of Carpinteria, County of Santa Barbara, State of California
 Being a portion of the certain land described
 in deed dated May 29, 1894 in Book 47, Page 130 of Deeds
 in the Office of the County Recorder Santa Barbara, County, California.



Owner's Statement

We hereby state that we are the owners of or have an interest in the land included within the subdivision shown on the annexed map, and that we are the only person(s) whose consent is necessary to pass clear title to said land. We consent to the making and recordation of said map and subdivision as shown within the distinctive border lines.

Southern Pacific Rail Corporation,
 a Delaware Corporation

By: _____
 Name: _____ Title: _____
 Name: _____ Title: _____

Notary

State of Nebraska
 County of _____

On _____, before me, _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nebraska that the foregoing paragraph is true and correct.

Witness my hand and Official seal.

Signature: _____

Name Printed: _____

Commission Expires: _____

Commission No. _____

Principal Office Located in the County of: _____

Clerk of the Board's Statement

I, Chandra L. Wallar, Clerk of the Board of Supervisors of Santa Barbara County, do hereby state that pursuant to Government Code Section 66464 (State Subdivision Map Act), that the certificates and deposits required under Government Code Section 66492 and Section 66493 (State Subdivision Map Act) on the property within this subdivision have been filed and made.

Chandra L. Wallar
 Clerk of the Board of Supervisors
 of Santa Barbara County
 By: _____
 Deputy _____ Date _____

Surveyor's Statement

This map was prepared by me or under my direction and was compiled from record data in conformance with the requirements of the Subdivision Map Act and local ordinance at the request of the **City of Carpinteria** on day, month, year. I hereby state that this Parcel Map substantially conforms to the approved or conditionally approved Tentative Map, if any.



 Jeffery K. Prober
 P.L.S. 8101
 8-2-2013
 Date

City Surveyor's Statement

I hereby state that I have examined this map and that all provisions of the Subdivision Map Act and Local Ordinances have been complied with and that I am satisfied that this map is technically correct, and that the Parcel Map as shown is substantially the same as it appeared on the Tentative Map and any approved alteration thereof.

By: _____
 Mark E. Reinhardt, P.L.S. 6392
 Date

Signature Omissions

Signatures of the following easement holders have been omitted pursuant to Section 66436(a)(3)(A)(i) of the Government Code (Subdivision Map Act).

- County of Santa Barbara: An easement for highway purposes per Instrument No. 5072, Recorded July 19, 1934 in Book 309, Page 489 Official Records.
- SPTC a Delaware corporation: An easement for fiber optic cables, conduit, and related appurtenances per Instr.No. 88-64998 of Official Records recorded October 11, 1988

City Clerk's Statement

I hereby state that the City Council of the City of Carpinteria, by minute action on the ____ day of _____ 2013 approved this map.

City Clerk -- City of Carpinteria _____ Date _____

Recorder's Statement

Filed this ____ day of _____, 20____ in Book _____ of Parcel Maps at pages _____ to _____ at the request of *Prober Land Surveying*.

Fee: _____

Joseph E. Holland
 Clerk - Recorder - Assessor
 Santa Barbara County

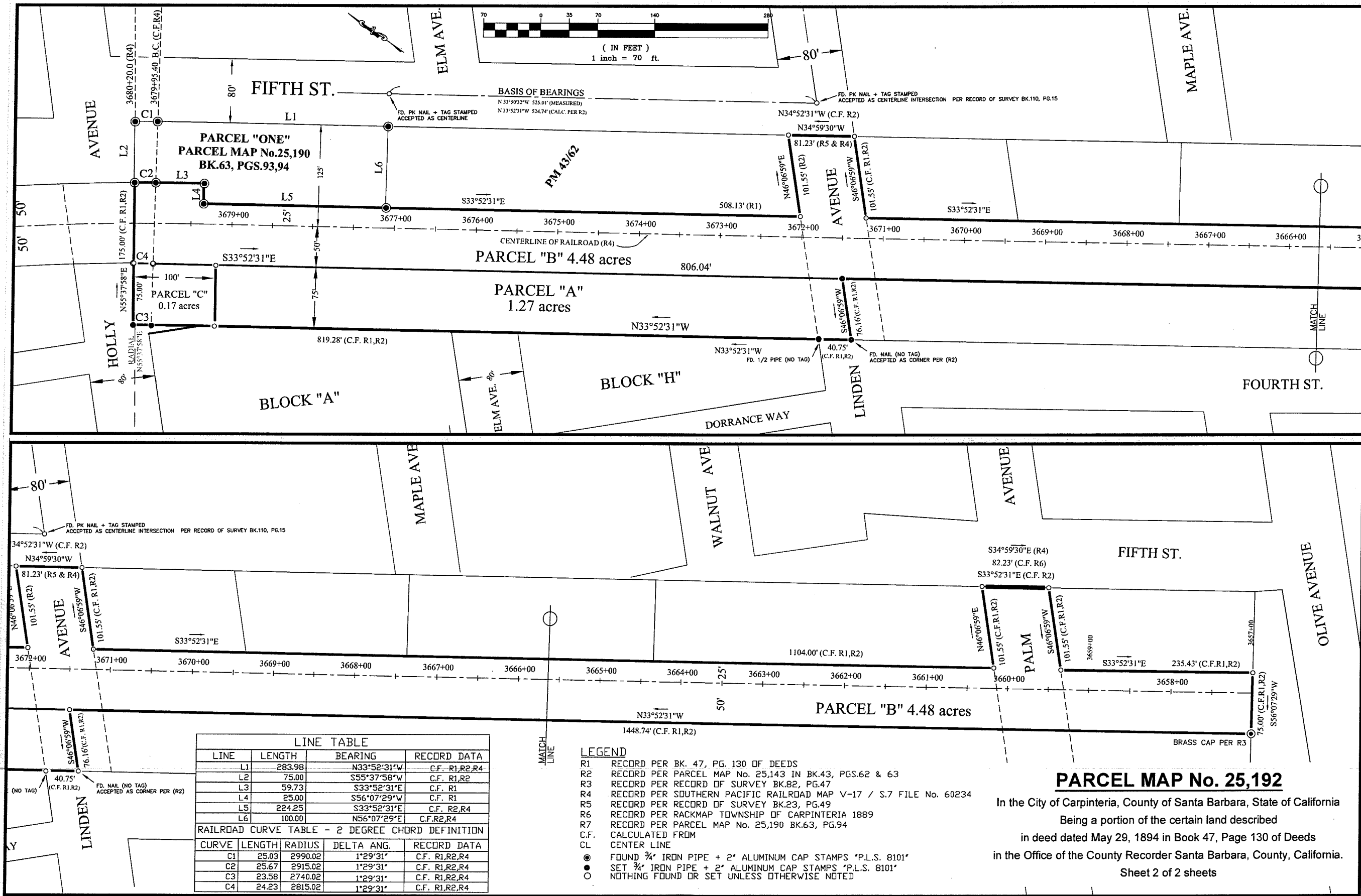
By: _____
 Deputy

Community Development Director's Statement

I hereby state that I have examined this parcel map and have determined that it substantially conforms to the tentative map as approved by the City Council of the City of Carpinteria on month, day year, and to the conditions as imposed thereon.

Jackie Campbell, Community Development Director _____ Date _____

PROBER
 Land Surveying
 645 Flora Vista Drive, Santa Barbara, CA 93109
 Office 805.964-1096 Fax 964-2415 plssb@cox.net
 www.ProberLandSurveying.com



LINE TABLE			
LINE	LENGTH	BEARING	RECORD DATA
L1	283.98	N33°52'31"W	C.F. R1,R2,R4
L2	75.00	S55°37'58"W	C.F. R1,R2
L3	59.73	S33°52'31"E	C.F. R1
L4	25.00	S56°07'29"W	C.F. R1
L5	224.25	S33°52'31"E	C.F. R2,R4
L6	100.00	N56°07'29"E	C.F. R2,R4

RAILROAD CURVE TABLE - 2 DEGREE CHORD DEFINITION			
CURVE	LENGTH	RADIUS	DELTA ANG.
C1	25.03	2990.02	1°29'31"
C2	25.67	2915.02	1°29'31"
C3	23.58	2740.02	1°29'31"
C4	24.23	2815.02	1°29'31"

- LEGEND**
- R1 RECORD PER BK. 47, PG. 130 OF DEEDS
 - R2 RECORD PER PARCEL MAP No. 25,143 IN BK.43, PGS.62 & 63
 - R3 RECORD PER RECORD OF SURVEY BK.82, PG.47
 - R4 RECORD PER SOUTHERN PACIFIC RAILROAD MAP V-17 / S.7 FILE No. 60234
 - R5 RECORD PER RECORD OF SURVEY BK.23, PG.49
 - R6 RECORD PER RACKMAP TOWNSHIP OF CARPINTERIA 1889
 - R7 RECORD PER PARCEL MAP No. 25,190 BK.63, PG.94
 - C.F. CALCULATED FROM
 - CL CENTER LINE
 - FOUND 3/4" IRON PIPE + 2" ALUMINUM CAP STAMPS "P.L.S. 8101"
 - SET 3/4" IRON PIPE + 2" ALUMINUM CAP STAMPS "P.L.S. 8101"
 - NOTHING FOUND OR SET UNLESS OTHERWISE NOTED

PARCEL MAP No. 25,192

In the City of Carpinteria, County of Santa Barbara, State of California

Being a portion of the certain land described

in deed dated May 29, 1894 in Book 47, Page 130 of Deeds

in the Office of the County Recorder Santa Barbara, County, California.

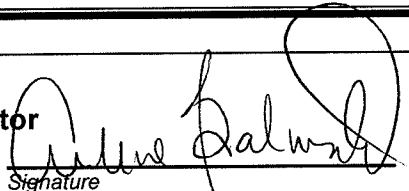
Sheet 2 of 2 sheets

STAFF REPORT
COUNCIL MEETING DATE
September 23, 2013

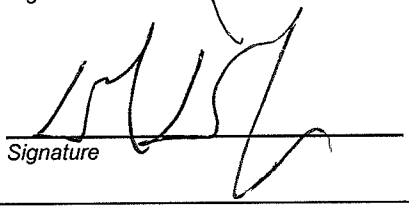
ITEM FOR COUNCIL CONSIDERATION

APPROVING AND ADOPTING RESOLUTION NO. 5482 A CHANGE IN CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM EMPLOYER PAID MEMBER CONTRIBUTIONS (EPMC) FOR THE SEIU LOCAL 620 REPRESENTED EMPLOYEES, GENERAL SERVICE AND PUBLIC WORKS BARGAINING UNITS.

Report prepared by: Arlene Balmadrid, HR Administrator


Signature

Reviewed by: Dave Durflinger, City Manager


Signature

STAFF RECOMMENDATION

Action Item X; Non-Action Item __

Approve Resolution No.5482 adopting a change in the payment of the Employer Paid Member Contribution to the California Public Employees' Retirement System for represented employees.

Motion: I move the approval of Resolution No. 5482, as read by title only, to adopt a change in the payment of the Employer Paid Member Contribution for represented employees.

I. BACKGROUND

At its regular meeting on June 25, 2012, through adoption of Resolution No. 5398, the City Council approved the Memorandum of Understanding for Fiscal Year 2012-2014 between the City of Carpinteria and Service Employees International Union (SEIU) Local 620, representing employees in the general service and public works bargaining units.

Pursuant to Resolution No. 5398 and subsequent CalPERS contract amendment, beginning December 22, 2012, employees who are members of the California Public Employees' Retirement System paid four and one-half percent (4.5%) of their pensionable salary pursuant the cost sharing agreement.

Also, effective the first pay period after July 1, 2012 (in addition to 4.5% cost sharing), the amount the employee pays of the 7% Employer Paid Member Contribution (E.P.M.C.) is to be adjusted by an amount equal to one-half the annual change (July to July fiscal year) in the combined total CalPERS employer and employee contribution rates. The combined employer and employee contribution rate for 2012-13 was 20.2783%, which was an increase of 0.375%, half of which is 0.1875%. For FY 2013-14 the combined employer and employee contribution rates is 20.278% an increase of .00375 from previous fiscal year; half of which is .1875%.

II. DISCUSSION

The City cannot begin collection of the employee payments toward the E.P.M.C. until the subject Resolution is passed. No contribution has been collected to date. The combined two year total of CalPERS employer and employee contribution rates are as follows:

FY Year	Combined Contribution Rates	Rate Increase	1/2 EPMC Employee Share	Cumulative Total \$
2011-12	19.903%			\$ 0
2012-13	20.278%	0.375%	0.1875%	\$ 635.65
2013-14	20.408%	0.13%	0.065%	\$ 223.22

Combined two years Employee share of .2525%

The represented group will now contribute .2525% of the E.P.M.C. in addition to the 4.5% cost sharing on the Employer rate.

III. FINANCIAL CONSIDERATIONS

The benefits and cost savings are compatible to the City's adopted budget and will contain and expand necessary cost savings allowing the City to meet service needs. There will be a total annual cost savings to the City of \$858.87 for seven employees.

IV. LEGAL ISSUES

N/A

V. ATTACHMENTS:

A. Resolution No. 5482

RESOLUTION NO. 5482

**A RESOLUTION OF THE CITY OF CARPINTERIA CITY COUNCIL
APPROVING A CHANGE IN EMPLOYER PAID MEMBER CONTRIBUTIONS
FOR SEIU LOCAL 620 REPRESENTED EMPLOYEES, GENERAL SERVICE
AND PUBLIC WORKS BARGAINING UNITS.**

WHEREAS, the City of Carpinteria has the authority to implement government Code Section 20691;

WHEREAS, the City of Carpinteria has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer;

WHEREAS, one of the steps in the procedures to implement Section 20691 is the adoption by the City of Carpinteria of a Resolution to commence said Employer Paid Member Contributions (EPMC);

WHEREAS, the City of Carpinteria has identified the following conditions for the purpose of its election to pay EPMC:

- This benefit shall apply to all SEIU Local 620 Represented employees, General Service and Public Works bargaining units.
- This benefit shall consist of paying .2525% of the normal member contributions as EPMC.
- The effective date of this Resolution shall be September 23, 2013.

NOW, THEREFORE, BE IT RESOLVED that the City of Carpinteria elects to pay EPMC, as set forth above.

PASSED, APPROVED AND ADOPTED this 23rd day of September 2013, by the following called vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

Bradley Stein
Mayor, City of Carpinteria

ATTEST:

Fidela Garcia
City Clerk, City of Carpinteria

I hereby certify that the foregoing was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of Carpinteria held the 23rd day of September 2013.

Fidela Garcia
City Clerk, City of Carpinteria

Approved as to form:

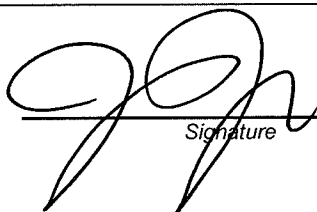
Peter Brown
City Attorney

STAFF REPORT
COUNCIL MEETING DATE:
September 23, 2013

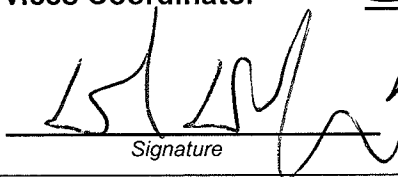
ITEM FOR COUNCIL CONSIDERATION:

A MEMORANDUM OF UNDERSTANDING BETWEEN THE AMERICAN RED CROSS AND THE CITY OF CARPINTERIA.

Report prepared by:
Julie E. Jeakle
Emergency Services Coordinator


Signature

City Manager


Signature

STAFF RECOMMENDATION:

Action X Non-Action

Recommendation: Authorize the City Manager to sign the Memorandum of Understanding with the American Red Cross on behalf of the City of Carpinteria.

Sample Motion: I move to authorize the City Manager to sign the Memorandum of Understanding with the American Red Cross on behalf of the City of Carpinteria.

I. BACKGROUND/DISCUSSION:

The City of Carpinteria is vulnerable to wide variety of disasters from earthquakes, fires and floods to hazardous materials incidents and other man-made threats. A partner in the City's efforts to prepare for and respond to disasters in our community is the American Red Cross. The City has had a longstanding working relationship with the American Red Cross during which we have co-developed and shared preparedness materials; assigned a Red Cross liaison to the City Emergency Operations Center; and cross-trained volunteers to assist both entities in times of emergency. To formalize and define the relationship between the City and American Red Cross, a Memorandum of Understanding was drafted.

The purpose of this Memorandum of Understanding (MOU) is to formalize the working relationship between the City and American Red Cross by defining the relationship as it relates to preparing for and responding to disasters. This MOU provides the broad framework for cooperation and support between the City and the American Red Cross in assisting individuals and families who have been impacted by disaster and providing other humanitarian services.

As stated in this MOU, the City and American Red Cross plan to coordinate disaster relief activities to maximize services to the community and avoid duplication of efforts through close coordination, communication and support. Annually, City and American Red Cross representatives will jointly evaluate progress in implementing this MOU and revise and develop new plans or goals, as appropriate. Every five years, City and American Red Cross representatives will meet to review the progress and success of the cooperative efforts outlined in the MOU and decide whether or not to extend this MOU for an additional period.

II. FINANCIAL CONSIDERATIONS:

The MOU does not require nor anticipate any financial commitment from either the City or the American Red Cross other than what would already be expected in preparing/training and responding to disasters.

III. LEGAL CONSIDERATIONS:

The MOU has been reviewed by the City Attorney's office. The MOU is not binding and either party may terminate the agreement for any reason at any time.

IV. PRINCIPAL PARTIES EXPECTED AT MEETING:

Bill Dutton, Government Relations Volunteer, American Red Cross

V. ATTACHMENTS:

Attachment A: City of Carpinteria – American Red Cross Memorandum of Understanding

Attachment A

Memorandum of Understanding

Between

**The Santa Barbara County Chapter of the
American Red Cross**

and

The City of Carpinteria, California

I. Purpose

The purpose of this Memorandum of Understanding ("MOU") is to define a working relationship between The Santa Barbara County Chapter of the American Red Cross (hereinafter "Red Cross") and City of Carpinteria, California, its agencies, departments, and offices (hereinafter "City") (collectively, "Parties"), in preparing for and responding to disasters. This MOU provides the broad framework for cooperation and support between the Red Cross and the City in assisting individuals and families who have been impacted by disaster and providing other humanitarian services.

II. Parties

A. City of Carpinteria, California

The City of Carpinteria is a municipal corporation formed under the laws of the State of California.

B. American Red Cross

The American Red Cross is a single corporation, chartered by the United States Congress to provide humanitarian services. Its national headquarters, located in Washington, D.C., is responsible for implementing policies and procedures that govern Red Cross activities and provides administrative and technical oversight and guidance to the chartered units, which include chapters and blood services regions. Each region has certain authority and responsibility for carrying out Red Cross disaster preparedness and response activities, delivering local Red Cross services, and meeting corporate obligations within the territorial jurisdiction assigned to it. Each region is familiar with the hazards of the locality and surveys local resources for personnel, equipment, supplies, transportation, emergency communications, and facilities available for disaster relief. The region also formulates cooperative plans and procedures with local government agencies and private organizations for relief activities should a disaster occur.

Through its nationwide organization, the Red Cross coordinates its total resources for use in large disasters. In order to provide these services, the Red Cross may call on the Federal, state or local government for assistance when voluntary contributions are not sufficient to meet community needs.

III. Laws, Regulations, and Policies Regarding States of Emergency

A. Local Emergency

A local emergency may be proclaimed by the local governing body or a duly authorized local official, as described in the California Emergency Services Act, California Government Code § 8550, et. seq., and as provided for in its local emergency ordinance. A local emergency means the duly proclaimed existence of

disaster or of extreme peril to the safety of persons and property within the territorial limits of a county, city and county, or city caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, drought, sudden and severe energy shortage, plant or animal infestation or disease, the Governor's warning of an earthquake or volcanic prediction, or an earthquake, or other conditions, other than conditions resulting from a labor controversy, which conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of that political subdivision and require the combined forces of other political subdivisions to combat, or with respect to regulated energy utilities, a sudden and severe energy shortage requires extraordinary measures beyond the authority vested in the California Public Utilities Commission. (Gov't. Code § 8558(c).)

A Local Emergency may be proclaimed by the Carpinteria City Council as specified by Section 2.40.080 of the City's Municipal Code. A Local Emergency proclaimed by the Director of Emergency Services or designee must be ratified by the City Council within seven days. The governing body shall review the need for continuing the local emergency at least once every 30 days until the governing body terminates the local emergency. (Gov't. Code § 8630(c).)

B. State of Emergency

A disaster may be of such magnitude that it requires extraordinary action by the State in order to protect the lives, property, and environment of its citizens. The Emergency Services Act allows the Governor to proclaim a state of emergency when the "existence of conditions of disaster or of extreme peril to the safety of persons and property within the State caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, drought, sudden and severe energy shortage, plant or animal infestation or disease, the Governor's warning of an earthquake or volcanic prediction, or an earthquake, or other conditions, other than conditions resulting from a labor controversy or conditions causing a 'state of war emergency' which conditions, by reasons of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of any single county, city and county, or city and require the combined forces of a mutual aid region or regions to combat, or with respect to regulated energy utilities, a sudden and severe energy shortage requires extraordinary measures beyond the authority vested in the California Public Utilities Commission." (Gov't. Code §§ 8625(a), 8558(b).)

C. State of War Emergency

If a state of war emergency exists, all provisions associated with a state of emergency apply as stated above. All State agencies and political subdivisions are required to comply with the lawful orders and regulations of the Governor, as provided in the Emergency Services Act. (Gov't. Code § 8621.) A state of war emergency "exists immediately, with or without a proclamation thereof by the Governor, whenever this State or nation is attacked by an enemy of the United States, or upon receipt by the

State of a warning from the federal government indicating that such an enemy attack is probable or imminent.” (Gov’t. Code § 8558(a).)

D. Authorities

The following laws and regulations provide emergency authorities for conducting and/or supporting emergency operations:

Federal

- Federal Civil Defense Act of 1950 (Public Law 920, as amended)
- Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988 (Public Law 93-288, as amended)
- Flood Control and Coastal Emergency Act (Public Law 84-99)
- Homeland Security Presidential Directive (HSPD-5), 2003

State

- California Emergency Services Act (Gov’t. Code § 8550, et. seq.)
- Standardized Emergency Management System (SEMS) Regulations (Title 19, CCR, Chapter 1 of Division 2 and Gov’t. Code § 8607, et. seq.)
- California Governor’s Executive Order S-2-05
- Hazardous Materials Area Plan Regulations (Title 19, CCR, Chapter 4, Division 2, Article 3, and California Health and Safety Code § 25500, et. seq.)
- California Water Code §128
- California Disaster and Civil Defense Master Mutual Aid Agreement, 2006
- Orders and Regulations which may be Selectively Promulgated by the Governor during a State of Emergency
- Orders and Regulations Promulgated by the Governor to Take Effect Upon the Existence of a State of War Emergency
- Good Samaritan Liability, California Health and Safety Code § 1799.102

Local

- Carpinteria Municipal Code Chapter 2.40, Civil Defense
- Adoption of the Standardized Emergency Management System (SEMS) – Resolution 4889 adopted July 26, 2004
- Adoption of the National Incident Management System (NIMS) – Resolution 5095 adopted January 14, 2008.

IV. Red Cross Services for People Affected by Disasters

Founded in 1881, the American Red Cross is an emergency response organization closely integrated into community response efforts, including the efforts of federal, state and local government and non-government organizations. The goal of the Red Cross is to work with all partners to lead a well-integrated, effective and efficient response to every disaster.

The Red Cross provides disaster services pursuant to its Bylaws and other internal policies and procedures as well as its Congressional Charter (36 U.S.C. § 300101-300111). In the Charter, Congress authorized the Red Cross "to carry out a system of national and international relief in time of peace, and apply that system in mitigating the suffering caused by pestilence, famine, fire, floods, and other great national calamities, and to devise and carry out measures for preventing those calamities."

Following a disaster, whether natural or human-made, the Red Cross will provide some or all of the following services:

Food, Shelter and Emergency Supplies

During a disaster, our first priority is to ensure that people have a safe place to stay, food, and emergency supplies. Red Cross works with government and community partners to open shelters where residents will find comfort with a hot meal, recovery information, and a place to rest. For emergency workers and people returning to their homes, the Red Cross mobilizes emergency response vehicles from which disaster workers distribute food, water, and essential clean-up items that might not be immediately available in the community

Welfare Information

Disasters often disrupt regular communication channels and can separate families. Through the Red Cross' nationwide network of chapters, family members may request welfare information regarding their loved ones. The Red Cross "Safe and Well" Web site enables people within a disaster area to let their families and friends outside of the affected region know that they are all right. Clients register on *Safe and Well* at www.redcross.org/safeandwell. During large-scale disasters, individuals without internet access can call 1-800-RED-CROSS to register.

Client Casework and Recovery Planning and Assistance

Red Cross provides individual client services through casework to people with disaster-related needs, with particular attention to those who have experienced significant damage or loss of their homes. This casework process helps the worker to assess the client's immediate needs, and connect the client with items, which may include referrals to local resources and/or financial assistance to meet those needs. The caseworker also engages the client in a brief planning process which can help identify action steps for the client to follow in the first few days or weeks after a disaster. Red Cross caseworkers protect client confidentiality and work closely with other organizations and groups to ensure clients have access to all available resources.

Disaster Health and Mental Health Services

After an emergency, injuries can ensue, essential prescription medicines can be lost, and the shock and stress of sudden loss can overwhelm a person's normal coping skills. The Red Cross deploys licensed health and mental health professionals who are trained and equipped to provide assistance at the time of a disaster. Disaster health services professionals can provide emergency first aid and medical assessment, triage

and replacement of emergency medications with item distribution, financial assistance or referrals to community partners. Disaster mental health professionals provide mental health assessments, crisis intervention and a sympathetic ear to those in need.

Services Related to the National Response Framework

The American Red Cross is a co-lead for the mass care component of Emergency Support Function #6 of the National Response Framework. In this role, the Red Cross engages in a variety of activities to support states in their planning, coordinating and executing of mass care programs and strategies. The Red Cross also takes a leadership role in working with other non-governmental organizations and private companies that provide services during a disaster.

V. Cooperative Actions

The Parties plan to coordinate their respective disaster relief activities to maximize services to the community and avoid duplication of efforts in the following ways:

- A. The Parties will maintain close coordination, liaison, and support at all levels with conferences, meetings, and other means of communication; include a representative of the other party in appropriate committees, planning groups and task forces formed to mitigate, prepare for, respond to, and recover from disasters and other emergencies; develop joint Standard Operating Procedures for notification of disaster and emergency situations.
- B. During disasters and emergencies, the Parties will keep each other informed of the human needs created by the events and the services they are providing; share current data regarding disasters, to include statistical information, historical information, emerging needs and trends, damage assessments, among others, and disaster declarations, and service delivery.
- C. During a disaster or emergency situation the Red Cross will, as appropriate at the request of the City, provide liaison personnel to the City Emergency Operations Center and/or the County of Santa Barbara Emergency Operations Center. The City will provide work space and, whenever possible, other required support, such as a computer, e-mail access and a designated phone line for the Red Cross liaison personnel assigned to the Emergency Operations Center.
- D. The City will support the Red Cross in the use of the American Red Cross National Shelter System (NSS) and the Red Cross will coordinate shelter information sharing and reporting with the City.
- E. The City will facilitate the Red Cross's use of city, county and state-owned facilities for shelters and service delivery sites wherever possible. The terms and conditions of such use will be set forth in a separate agreement.
- F. The Parties will work together to develop plans and secure resources to facilitate delivery of services to people with disabilities and/or functional and access needs during a

disaster.

- G. The Parties will actively participate in reviewing and carrying out responsibilities outlined in the local emergency operations plans.
- H. During the time of disaster and readiness, the Parties will keep the public informed of the Parties' cooperative efforts through the public information offices of the Red Cross and the City.
- I. In accordance with applicable laws and regulations, the City will work together with the Red Cross, as appropriate, to acquire necessary resources and identify funding sources that increase Local Emergency Management and Red Cross capacity to respond to disasters and emergencies.
- J. The Parties will work together to foster programs and public policies, when appropriate, designed to mitigate disaster damage and loss of life in the City of Carpinteria.
- K. The Parties will work together to encourage City residents to support the needs of hospital patients with blood donations, as appropriate.
- L. The Parties will actively seek to determine other areas, projects, and services within the Red Cross and the City where cooperation and support will be mutually beneficial, with jointly defined goals and objectives.
- M. Each Party will use or display the name, emblem, or trademarks of the other Party only in the case of defined projects and only with the prior express written consent of the Party.
- N. Each Party will make training, educational and other developmental opportunities available to the other Party's personnel and explore joint training and exercises. The Parties will encourage all staff and volunteers to engage in training, exercises, and disaster response activities, as appropriate
- O. The Parties will explore opportunities for collaboration to provide community, family, and citizen disaster preparedness within the City.
- P. Each Party will allow the use of its facilities by the other Party, as available and if agreed upon in writing, for the purpose of preparedness training, meetings, and response and recovery activities.
- Q. Each Party will widely distribute this MOU within its departments and administrative offices, and urge full cooperation.
- R. The Parties will cooperatively identify sites suitable for use as Disaster Shelter Facilities, integrating them into the National Shelter System through the Survey and Agreement process.
- S. The Red Cross will support the City in integrating the efforts of the non-governmental

Memorandum of Understanding Between City of Carpinteria and American Red Cross

organizations (NGOs) that provide mass-care services during response operations.

- T. The Red Cross will assist in the City's response to emergencies and disasters with responsibilities in support of Emergency Support Function (ESF) 6.

VI. Periodic Review

The Parties will, on an annual basis on or around the anniversary date of this MOU, jointly evaluate their progress in implementing this MOU, and revise and develop new plans or goals as appropriate.

VII. Term and Termination.

This MOU is effective as of September 1, 2013 and expires on September 1, 2018. Six months prior to expiration, the Parties will meet to review the progress and success of their cooperative efforts under this MOU. In connection with such review, the Parties may decide to extend this MOU for an additional period not exceeding five years, and if so shall confirm this in a written document signed by both parties. This MOU may be terminated by written notification from either Party to the other Party at any time and for any reason, or for no reason.

VIII. Miscellaneous

This MOU does not create a partnership or a joint venture and does not create any financial commitments from one Party to the other. Neither Party has the authority to bind the other to any obligation. It is not intended that this MOU be enforceable as a matter of law in any court or dispute resolution forum. The sole remedy for non-performance under this MOU shall be termination, with no damages or penalty.

City of Carpinteria, California

By: _____
(Signature)

Name: Dave Durlinger
Title: City Manager

Date: _____

American Red Cross, Central Coast Region
Santa Barbara County Chapter

By: Judy Stahl
(Signature)

Name: Judy Stahl
Title: Chief Operations Officer

Date: 9/17/2013

STAFF REPORT
COUNCIL MEETING DATE:
September 23, 2013

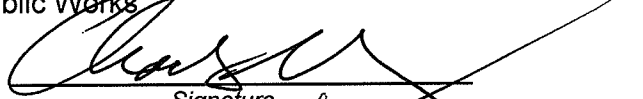
ITEMS FOR COUNCIL CONSIDERATION:

**Updated Agreement with MNS Engineers, Inc. for Professional Engineering Services,
Land Development Review, CIP Management, and Other Tasks**

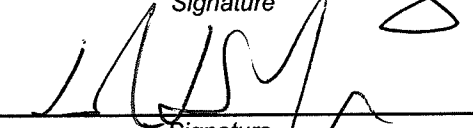
Report prepared by: Brian C. Barrett, Management Analyst
Department: Public Works


Signature

Reviewed by: Charles W. Ebeling, Director
Department: Public Works


Signature

Reviewed by
City Manager:


Signature

ACTION ☒ **NON-ACTION** ☐ **STAFF RECOMMENDATION:**

Recommendation: That the City Council authorize execution of an updated agreement for engineering services with MNS Engineers, Inc. for the scope and cost of work specified in the agreement included as Attachment A.

Sample Motion: I move to authorize the Mayor to sign the agreement for professional engineering services with MNS Engineers, Inc.

I. BACKGROUND:

MNS Engineers, Inc. (MNS) served as contract City Engineer from 1979 to 2004. In 2004, the City shifted the bulk of the day-to-day workload to its own staff to provide a higher administrative service level at a lower cost to the City. On July 12, 2004, the City Council adopted a Professional Services Agreement for Engineering Services with MNS. This agreement deleted

the existing contract City Engineer position and allowed MNS to provide engineering support on an as-needed basis.

Over the past 20 years, the Public Works Department has transitioned from focusing on new development to maintaining an aging infrastructure. The department's administrative and engineering staff has also transitioned from entirely consultant based to a core of City staff managing a variety of consultants, contractors, and vendors. The purpose of creating a core Public Works staff was to reduce costs and improve services.

On May 13, 2013, the City Council adopted Resolution No. 5460, approving the positions of Civil Engineer, Engineering Technician, and a part-time Maintenance Worker in the Public Works Department. These new staff positions allow the Public Works Department to meet its current workload, deliver services to the public more efficiently and at a lower cost, and reduce the use of consultants and their associated costs.

II. DISCUSSION:

The addition of new staff will allow the Department to meet its workload with an effective balance of City employees, vendors, contractors, and technical consultants. The Professional Engineering Services Agreement with MNS, executed in 2004, must be updated to reflect the new balance of City employees and consultants.

The term of this proposed agreement concludes on June 30, 2014. At that time, staff can reassess the Department's needs and determine if MNS' consultant services should be further retained. If staff determines there is a need for MNS to provide further or additional services, staff will bring an amended agreement back to the Council at a future meeting.

IV. FINANCIAL CONSIDERATIONS:

Consultant services will most likely be cost-recoverable, as they are either billed through grants, engineering retainer, or developer deposits. The Department has budgeted \$95,000 for engineering retainer services to compensate for any consultant services that are not cost-recoverable. The adoption of this agreement will have no financial effects on the General Fund.

V. ATTACHMENTS:

Attachment A: Updated Consultant Services Agreement with MNS Engineers, Inc.
Exhibit A to Contract – Scope of Basic Services
Exhibit B to Contract – Fee Schedule
Exhibit C to Contract – Insurance Requirements

ATTACHMENT A

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT FOR CONSULTANT SERVICES (“**Agreement**”) is made and effective as of the ___ day of ___, 2013 by and between the City of Carpinteria, a municipal corporation (“**City**”), and MNS Engineers, Inc. (“**Consultant**”) at Carpinteria, California, with reference to the following facts:

- A. City has determined that it is necessary and appropriate to engage a 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 necessary to complete the work in a 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 (“**Scope of Basic Services**”), which is incorporated by this reference as though set forth in full. Consultant hereby agrees to perform said services within the time frames to be designated by the City and accepts this retention. Consultant shall complete the Basic Services according to a schedule of performance which is also set forth in Exhibit A.
- 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 project, but within the expertise of Consultant (“**Additional Services**”). Such Additional Services shall be mutually agreed to in advance and specified in a writing by task order, 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 the same standards of care utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.
- 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.

- 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.
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, but in no event later than the 30 th day of June, 2014; unless terminated earlier as provided for herein.
4. **COMPENSATION.**
- 4.1 **Basic Services.** For Basic Services, City shall pay Consultant a time and materials, not to exceed amount of One Hundred Thousand Dollars (\$100,000.00) 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.
- 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 those set forth herein, unless such additional services are authorized in advance and in writing by task order in the method provided for herein. Consultant will submit fee estimates for such additional services upon request of City.
- 4.3 **Invoices.** Each and every payment by City shall be subject to City's receipt of an invoice outlining the items for which payment is requested. Payment to Consultant as to any undisputed fees shall be made, after verification of Consultant's performance, within 30 (thirty) days of receipt of invoice. If City disputes any of Consultant's fees, it shall give written notice to Consultant within 30 (thirty) days of receipt of an invoice of such disputed fees.
- 4.4 **Withholding.** City reserves the right to withhold future payment to Consultant if any aspect of the Consultant's work 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.
- 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 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 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; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and 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 three years after receipt of final payment.
- 5.3 **Original Records.** Upon completion of, or in the event of termination or suspension of this Agreement, all completed and incomplete 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 ("**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.

6. TERMINATION.

- 6.1 **Termination Without Cause.** City may at any time terminate this Agreement or any portion thereof for any reason by giving Consultant at least ten (10) days prior written notice of such termination. Upon receipt of said notice, Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

6.2 **Termination With Cause.** City may terminate this Agreement with cause, effective immediately upon written notice of such termination to Consultant, based upon the occurrence of any of the following events:

- Material breach of this Agreement by Consultant;
- Cessation of Consultant to be licensed, as required;
- Failure of Consultant 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 **Payment Upon Termination.** In the event this Agreement is terminated, with or without cause, pursuant to this Section, City shall pay Consultant for the outstanding balance owed up to the time of termination. Upon termination of the Agreement, Consultant will submit an invoice to City as provided for herein.

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

8. **INDEMNIFICATION.**

Indemnification for Professional Liability. To the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any of its officials, employees and agents ("**Indemnified Parties**") from and against any and all losses, liabilities, damages, costs and expenses, including attorneys fees and costs, which arise out of the negligence, recklessness, or willful misconduct of the Consultant.

9. **RELEASE OF INFORMATION.**

9.1 **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 work 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.

9.2 **Notice and Cooperation.** Consultant shall promptly notify the City Manager and City Attorney in writing if Consultant, its officers, employees, agents, or subcontractors or consultants should be 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.

10. RELATIONSHIP TO CITY.

- 10.1 **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.
- 10.2 **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.
- 10.3 **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.
- 10.4 **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.
- 10.5 **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 from 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. GENERAL PROVISIONS.

11.1 **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.

11.2 **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:

Dave Durlinger, City Manager
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013-2698
P: (805) 684-5405
F: (805) 684-5304

To Consultant:

James Salvito
MNS Engineers, Inc.
201 N. Calle Cesar Chavez, Suite 300
Santa Barbara, CA 93103
P: (805) 692-6921
F: (805) 692-6931

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.

11.3 **Legal Responsibilities.** Consultant shall keep itself informed of state and federal 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.

11.4 **Licenses.** At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required by law for the performance of services described in this Agreement.

11.5 **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.

11.6 **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, require Consultant to pay the general prevailing wage rates.

- 11.7 **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.
- 11.8 **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.
- 11.9 **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.
- 11.10 **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.
- 11.11 **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.
- 11.12 **Attorneys Fees.** In the event any action is brought to enforce or interpret the terms of this Agreement or for damages on account of the breach hereof, the prevailing party therein shall be entitled to recover from the other party its costs and expenses incurred in connection therewith, including without limitation, reasonable attorneys fees and the costs and expenses of litigation.
- 11.13 **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.
- 11.14 **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.

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

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"
MNS Engineers, Inc.

By: _____
Mayor

By: _____
James Salvito, President

ATTEST:
City of Carpinteria

By: _____
City Clerk

APPROVED AS TO FORM:
City of Carpinteria

By: _____
Peter Brown, City Attorney

APPROVED AS TO CONTENT:
City of Carpinteria

By: _____
Charles W. Ebeling, P.E.
Public Works Director

EXHIBIT A

SCOPE OF BASIC SERVICES

EXHIBIT A – SCOPE OF BASIC SERVICES

CITY OF CARPINTERIA AGREEMENT FOR CONSULTANT SERVICES WITH MNS ENGINEERS, INC.

A. Land Development Review Tasks (CICRP-1300)

1. Review land development projects (Land use permit projects). Provide application completeness comments, conditions of approval and attend IDAG meetings for coordination.
2. Coordinate with the Community Development Department.
3. Review Engineering Permit Applications for the Public Works Department. Verify completeness and adherence to Public Works requirements.
4. Provide plan check services.
5. Inspect/observe work conducted under the Engineering Permits.
6. Coordinate with Public Works Staff.

B. Capital Improvement Program Project Tasks (CICRP-1311)

1. Prepare scopes of work for CIP projects to obtain PS&E.
2. Plan Check construction documents and recommend signature to the Director of Public Works when PS&E are ready to bid.
3. Coordinate preparation of bid documents. Assist City Staff in the bidding process.
4. Coordinate construction contracts.
5. Provide Project/Construction Management services.
6. Inspect/observe work conducted.
7. Prepare Project Binder and Close-out reports for the Director of Public Works, as requested.
8. Prepare City Council Staff Reports related to CIP projects as requested.

C. Other Tasks Requested by Director of Public Works (CICRP-varies)

1. Specific task orders to be completed as requested by the Director from time to time. Each task order will have an individual cost and scope negotiated. This master scope of services would be amended by these task orders as they are executed.

EXHIBIT B
FEE SCHEDULE



CITY OF CARPINTERIA **AGREEMENT FOR CONSULTANT SERVICES—EXHIBIT B**

Effective September 1, 2013 through June 30, 2014

Project Management

Principal-In-Charge	\$210
Senior Project Manager	200
Project Manager	185
Project Coordinator	100

Engineering

Principal Engineer	\$195
Supervising Engineer	175
Senior Project Engineer	160
Project Engineer	140
Associate Engineer	125
Assistant Engineer	105

Surveying

Principal Surveyor	\$195
Supervising Surveyor	170
Senior Project Surveyor	155
Project Surveyor	140
Senior Land Title Analyst	125
Assistant Project Surveyor	120
Party Chief	130
Chainperson	115
One-Person Survey Crew	170

Technical Support

CADD Manager	\$140
Supervising CADD/Engineering Technician	110
Senior CADD/Engineering Technician	100
CADD/Engineering Technician	90
Senior GIS Analyst	140
GIS Analyst	120
Senior GIS Technician	110
GIS Technician	95

Construction Management

Principal Construction Manager	\$195
Senior Construction Manager	165
Resident Engineer	160
Construction Manager	155
Structure Representative	145
Assistant Resident Engineer	135
Construction Inspector	115
Construction Inspector (PW)	128
Office Engineer	105

Municipal Services

City Engineer	\$195
City Traffic Engineer	\$185
Deputy City Engineer	175
Assistant City Engineer	160
Plan Check Engineer	160
Permit Engineer	150
City Inspector	115
City Inspector (PW)	128
Planning Director	185
Senior City Planner	160
Assistant Planner	125

Administrative Support

Administrative Analyst	\$90
Administrative Assistant	70

Direct Expenses:

Use of outside consultants as well as copies, blueprints, survey stakes, monuments, computer plots, telephone, travel (out of area) and all similar charges directly connected with the work will be charged at cost plus fifteen percent (15%). Mileage will be charged at the current federal mileage reimbursement rate. Expert Witness services will be charged at three (3) times listed rate and will include all time for research, deposition, court appearance and expert testimony.

Prevailing Wage Rates:

Rates shown with Prevailing Wage "(PW)" annotation are used for field work on projects subject to federal or state prevailing wage law.

EXHIBIT C

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.

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 and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. 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.

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.

Acord**CERTIFICATE OF LIABILITY INSURANCE**Date (MM/DD/YR)
8/26/2013

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Risk Strategies Company 2040 Main Street, Suite 580 Irvine, CA 92614 Lic. #OF06675	CONTACT NAME: Sherry Young														
	PHONE (A/C, No, Ext): 949.242.9240	FAX (A/C, No): 949.596.0866													
	EMAIL ADDRESS: syoung@risk-strategies.com														
	<table border="1"> <tr> <th>INSURERS AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Travelers Indemnity Co. of CT</td> <td>25682</td> </tr> <tr> <td>INSURER B: Travelers Property Casualty Co. of Am.</td> <td>25674</td> </tr> <tr> <td>INSURER C: ACE American Insurance Co.</td> <td>22667</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Indemnity Co. of CT	25682	INSURER B: Travelers Property Casualty Co. of Am.	25674	INSURER C: ACE American Insurance Co.	22667	INSURER D:		INSURER E:		INSURER F:
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INSURED
 MNS Engineers, Inc.
 201 N. Calle Cesar Chavez, Suite 300
 Santa Barbara, CA 93103

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

THIS IS TO CERTIFY THAT 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	X	6802217L895	06/14/13	06/14/14	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE \$ 2,000,000
	POLICY ☒ PROJECT ☐ LOC ☐						PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY		X	BA2220L697	06/14/13	06/14/14	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	☒ ANY AUTO	BODILY INJURY (Per person) \$					
	ALL OWNED AUTOS ☐ SCHEDULED AUTOS NON-OWNED AUTOS ☐	BODILY INJURY (Per accident) \$					
	☒ HIRED AUTOS ☒	PROPERTY DAMAGE (Per accident) \$					
							\$
B	☒ UMBRELLA LIAB ☒ OCCUR			CUP6512Y975	06/14/13	06/14/14	EACH OCCURRENCE \$5,000,000
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$5,000,000
	DED ☐ RETENTION \$ ☐						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	X	XJUB3240T745	06/14/13	06/14/14	☒ WC STATUTORY LIMITS ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in N.H.) ☐						E.L. EACH ACCIDENT \$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000
C	PROFESSIONAL LIABILITY			G25659272001	06/14/13	06/14/14	Per Claim Aggregate \$1,000,000 \$2,000,000

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

Projects as on file with the insured. City of Carpinteria, its officials, employees and agents are named as additional insureds on the general liability policy and a waiver of subrogation in favor of City of Carpinteria applies to the general, auto and work comp policies-see attached endorsements.

CERTIFICATE HOLDER

City of Carpinteria
 Attn: Dave Durlinger
 5775 Carpinteria Ave.
 Carpinteria, CA 93013-2698

CANCELLATION

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

[Signature]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED
(ARCHITECTS, ENGINEERS AND SURVEYORS)**

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

A. The following is added to WHO IS AN INSURED (Section II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF INSURANCE (Section III)** for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional 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 additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the

"personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE- This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. BLANKET ADDITIONAL INSURED | H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT |
| B. EMPLOYEE HIRED AUTO | I. WAIVER OF DEDUCTIBLE-GLASS |
| C. EMPLOYEES AS INSURED | J. PERSONAL EFFECTS |
| D. SUPPLEMENTARY PAYMENTS- INCREASED LIMITS | K. AIRBAGS |
| E. TRAILERS -INCREASED LOAD CAPACITY | L. AUTO LOAN LEASE GAP |
| F. HIRED AUTO PHYSICAL DAMAGE | M. BLANKET WAIVER OF SUBROGATION |
| G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT | |

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph A.1., **Who Is An Insured, of SECTION II – LIABILITY COVERAGE:**

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured, of SECTION II – LIABILITY COVERAGE:**

An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while

performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.S., **Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:**

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured, of SECTION II – LIABILITY COVERAGE:**

COMMERCIAL AUTO

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS- INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2) of **SECTION II- LIABILITY COVERAGE:**
 - (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
2. The following replaces Paragraph A.2.a.(4) of **SECTION II- LIABILITY COVERAGE:**
 - (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

E. TRAILERS -INCREASED LOAD CAPACITY

The following replaces Paragraph C.1. of **SECTION I- COVERED AUTOS:**

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph A.4., **Coverage Extensions, of SECTION III - PHYSICAL DAMAGE COVERAGE:**

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

- (1) The most we will pay for "loss" in any one "accident" to a hired, rented or borrowed "auto" is the lesser of:
 - (a) \$50,000;
 - (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
- (2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

- (3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

- (4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

- (5) This Coverage Extension does not apply to:

- (a) Any "auto" that is hired, rented or borrowed with a driver; or
- (b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses, of SECTION III - PHYSICAL DAMAGE COVERAGE:**

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - INCREASED LIMIT

Paragraph C.2.. **Limit Of Insurance, of SECTION III - PHYSICAL DAMAGE COVERAGE** is deleted.

I. WAIVER OF DEDUCTIBLE- GLASS

The following is added to Paragraph D., **Deductible, of SECTION III - PHYSICAL DAMAGE COVERAGE:**

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL EFFECTS

The following is added to Paragraph A.4., **Coverage Extensions, of SECTION III - PHYSICAL DAMAGE COVERAGE:**

Personal Effects Coverage

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions, of SECTION III – PHYSICAL DAMAGE COVERAGE:**

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph A.4., **Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:**

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

- (1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

- (a) Overdue lease or loan payments at the time of the "loss";
- (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (c) Security deposits not returned by the lessor;
- (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- (e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.S., **Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:**

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY**

ENDORSEMENT WC 99 03 76 (00)

POLICY NUMBER: XJUB3240T745

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT – CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 5.000% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

ANY PERSON OR ORGANIZATION WITH WHOM YOU AGREE IN WRITING TO WAIVE YOUR RIGHT TO RECOVER AGAINST THEM. YOU MUST AGREE TO THIS WAIVER PRIOR TO THE DATE OF LOSS

Job Description:

Projects as on file with the insured

Gradatissimo

Authorized Representative