

City of Carpinteria
City Council Regular Meeting Agenda
Monday, March 9, 2015
Council Chamber, 5775 Carpinteria Avenue

4:30 p.m. Closed Session – 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:**

4:30 p.m. **CALL TO ORDER**

4:30 p.m. **ROLL CALL**

4:30 p.m. **PUBLIC COMMENT ON CLOSED SESSION MATTERS**

4:35 p.m. **CLOSES SESSION**

1. Conference with Real Property Negotiator(s) – Government Code
Section 54956.8

Property: A parcel approximately two miles in length and fifty feet in width,
bisecting the area of the City's tidelands jurisdiction.

Negotiating Party/Property Owner: Venoco, Inc. and Ellwood Pipeline, Inc.

Agency Negotiators: Dave Durlinger, City Manager; Peter Brown on
Behalf of Brownstein Hyatt Farber Schreck, LLP acting as City Attorney of
the City of Carpinteria and Matt Roberts, Director of Parks and Recreation.

Under Negotiation: price and/or terms of payment.

4:35 p.m. **TEMPORARY ADJOURNMENT TO CLOSED SESSION**

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

5:30 p.m. **ROLL CALL**

5:31 p.m. **CLOSED SESSION REPORT**

5:31 p.m. **PLEDGE OF ALLEGIANCE**

5:32 p.m. **INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS**

5:33 p.m. **PUBLIC INFORMATION REPORTS AND ANNOUNCEMENTS**

5:33 p.m. **PLEDGE OF ALLEGIANCE**

5:32 p.m. **INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS**

5:33 p.m. **PUBLIC INFORMATION REPORTS AND ANNOUNCEMENTS**

5:34 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.

5:37 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.

5:52 p.m. **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.

5:52 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. Expenditures for the period beginning February 19, 2015 and ending February 25, 2015.

3. Minutes of the regular meeting held February 9 and 23, 2015.
4. Report of Contracts Executed by the City Manager on behalf of the City for the Period of December 2014 through February 2015.

ADMINISTRATIVE MATTERS: None.

5:53 p.m. **PUBLIC HEARINGS: NONE.**

OTHER BUSINESS:

- 6:10 p.m. 6. Closeout Agreement and Release of Claims (Closeout Agreement) for the Seaside Park Project located at 5103 Carpinteria Avenue

Recommendation: Authorize the Mayor to sign the Closeout Agreement for the Seaside Park Project, accept the work performed by DPM Construction Company and to have the City Manager sign and record the Notice of Completion with the County Recorder.

Staff presenter: Matt Roberts, Parks and Recreation Department Director

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

- 6:25 p.m. 7. Agreement with COM3 Consulting for Updating the Development Impact Fee and Capital Improvement Programs

Recommendation: Approve and authorize the Mayor to sign the agreement with COM3 Consulting for updating the Development Impact Fee and Capital Improvement Programs.

Staff presenter: Staff presenter: Charlie W. Ebeling, Public Works Department Director

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

- 6:45 p.m. 8. Agreement with Disability Access Consultants to Update the City's American's with Disabilities Act Transition Plan.

Recommendation: Approve and authorize the Mayor to sign the agreement with Disability Access Consultants to update the City's Americans with Disabilities Act Transition Plan.

Staff presenter: Staff presenter: Charlie W. Ebeling, Public Works Department Director

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

7:00 p.m.

9. Proposed Food Concessionaire Agreement Adjacent to the Linden Avenue Street End

Recommendation: That the City Council approve and authorize the City Manager to execute the food concessionaire agreement.

Staff presenter: Matt Roberts, Parks and Recreation Department Director

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

7:10 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 County 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) (Clark)

- h. South Coast Task Force on Youth Gangs Leadership and Executive Council (Carty & Clark)

2. Joint and Standing 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)
- f. City Council Finance/Budget Committee (Stein & Clark)
- g. 50th Anniversary Committee (Carty & Nomura)

3. Ad Hoc Committees

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

7:15 p.m. **ATTENDANCE OF COUNCILMEMBERS FOR FUTURE MEETINGS**

7:15 p.m. **ADJOURNMENT**

The next regular meeting to be held on **Monday, March 23, 2015** 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 two business days prior to the meeting will enable the City to make reasonable arrangements for accessibility to this meeting.

This agenda was posted on Wednesday, March 4, 2015, in the City Clerk's Office, on the City Hall Public Notices Board, and on the Internet.



City of Carpinteria

COUNCIL AGENDA STAFF REPORT March 9, 2015

ITEM FOR COUNCIL CONSIDERATION

Expenditures for the period beginning February 19, 2015 and ending February 25, 2015.

STAFF RECOMMENDATION

Action Item ; Non-Action Item X

Motion: That the City Council accept this report concerning the current list of warrants pursuant to Carpinteria Municipal Code 2.08.150(F).

DISCUSSION

As part of each regular City Council agenda, a list of all checks (attached) dispersed since the last reporting period is presented to the City Council pursuant to C.M.C. 2.08.150(F). The purpose of the presentation, in part, is the Staff certification that the expenditures have been reviewed and are within the budgeted appropriations.

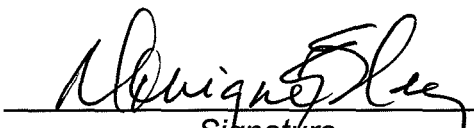
FINANCIAL CONSIDERATIONS

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

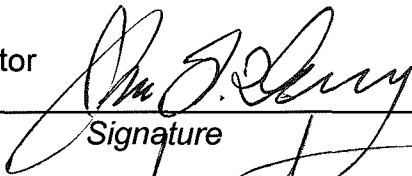
ATTACHMENTS

Attachment A: Warrant Register for the period beginning February 19, 2015 and ending February 25, 2015.

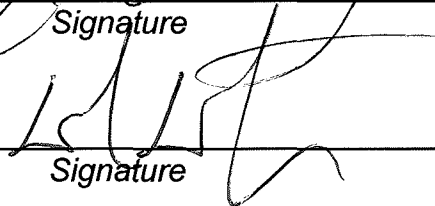
Staff contact: Monique Epley, Finance Supervisor
(805) 684-5405 ext. 406
moniquee@ci.carpinteria.ca.us


Signature

Reviewed by: John Thornberry, Admin. Services Director


Signature

Reviewed by: Dave Durflinger, City Manager


Signature

12:06 PM

02/25/15

CITY OF CARPINTERIA
Warrant Register
February 19 - 25, 2015

Num	Date	Name	Source Name	Memo	Account	Paid Amount
85171	02/19/15	ALLEN, DAVID	ALLEN, DAVID	PC JAN - MAR 2015	1000101 · Operating Cash 10	
PC JAN - M...	02/19/15		ALLEN, DAVID	PC JAN - MAR 2015	1051160 · Advisory Board Stipends	(180.00)
TOTAL						(180.00)
85172	02/19/15	BENEFIELD, JANE L	BENEFIELD, JANE L	PC JAN - MAR 2015	1000101 · Operating Cash 10	
PC JAN - M...	02/19/15		BENEFIELD, JANE L	PC JAN - MAR 2015	1051160 · Advisory Board Stipends	(180.00)
TOTAL						(180.00)
85173	02/19/15	CALIFORNIA STATE DISBURSEMENT UNIT	CALIFORNIA STAT...	CASE NUMBER 0850182383-01	1000101 · Operating Cash 10	
PAYROLL 0...	02/19/15		CALIFORNIA STAT...	PAYROLL WITHHOLDING 02-19-15	1000105 · ICMA Cash	(330.46)
TOTAL						(330.46)
85174	02/19/15	CALLENDER, JOHN	CALLENDER, JOHN	PC JAN - MAR 2015	1000101 · Operating Cash 10	
PC JAN - M...	02/19/15		CALLENDER, JOHN	PC JAN - MAR 2015	1051160 · Advisory Board Stipends	(180.00)
TOTAL						(180.00)
85175	02/19/15	CHAPPELL, DYLAN ARB	CHAPPELL, DYLA...	ARB JAN - MAR 2015	1000101 · Operating Cash 10	
ARB JAN - ...	02/19/15		CHAPPELL, DYLAN...	ARB JAN - MAR 2015	1051160 · Advisory Board Stipends	(100.00)
TOTAL						(100.00)
85176	02/19/15	EDD-SDI	EDD-SDI	776-5147-9	1000101 · Operating Cash 10	
PAYROLL 0...	02/19/15		EDD-SDI	PAYROLL 02-19-15	1000223 · SDI Withheld 10	(848.01)
TOTAL						(848.01)
85177	02/19/15	EDD-SIT	EDD-SIT	932-0283-6	1000101 · Operating Cash 10	
PAYROLL 0...	02/19/15		EDD-SIT	PAYROLL 02-19-15	1000221 · SIT Withheld 10	(3,636.79)
TOTAL						(3,636.79)
85178	02/19/15	ELLINWOOD, SCOTT	ELLINWOOD, SCOTT	ARB JAN - MAR 2015	1000101 · Operating Cash 10	
ARB JAN - ...	02/19/15		ELLINWOOD, SCOTT	ARB JAN - MAR 2015	1051160 · Advisory Board Stipends	(100.00)
TOTAL						(100.00)
85179	02/19/15	GAHAN, RAHCELLE	GAHAN, RAHCELLE	ARB JAN - MAR 2015	1000101 · Operating Cash 10	
ARB JAN - ...	02/19/15		GAHAN, RAHCELLE	ARB JAN - MAR 2015	1051160 · Advisory Board Stipends	(100.00)
TOTAL						(100.00)

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CITY OF CARPINTERIA
Warrant Register
February 19 - 25, 2015

Num	Date	Name	Source Name	Memo	Account	Paid Amount
85180	02/19/15	JOHNSON, RICHARD E	JOHNSON, RICHARD E	ARB JAN - MAR 2015	1000101 · Operating Cash 10	
ARB JAN - ...	02/19/15		JOHNSON, RICHARD E	ARB JAN - MAR 2015	1051160 · Advisory Board Stipends	(100.00)
TOTAL						(100.00)
85181	02/19/15	LA FEVERS, GLENN D	LA FEVERS, GLENN D	PC JAN - MAR 2015	1000101 · Operating Cash 10	
PC JAN - M...	02/19/15		LA FEVERS, GLENN D	PC JAN - MAR 2015	1051160 · Advisory Board Stipends	(180.00)
TOTAL						(180.00)
85182	02/19/15	MOYER, JOHN	MOYER, JOHN	PC JAN - MAR 2015	1000101 · Operating Cash 10	
PC JAN - M...	02/19/15		MOYER, JOHN	PC JAN - MAR 2015	1051160 · Advisory Board Stipends	(180.00)
TOTAL						(180.00)
85183	02/19/15	REGINATO, JIM	REGINATO, JIM	ARB JAN - MAR 2015	1000101 · Operating Cash 10	
ARB JAN - ...	02/19/15		REGINATO, JIM	ARB JAN - MAR 2015	1051160 · Advisory Board Stipends	(100.00)
TOTAL						(100.00)
85184	02/19/15	SEUI LOCAL 620	SEUI LOCAL 620	PAYROLL 02-19-15	1000101 · Operating Cash 10	
PAYROLL 0...	02/19/15		SEUI LOCAL 620	PAYROLL 02-19-15	1000229 · SEIU Local 620	(172.31)
TOTAL						(172.31)
85185	02/19/15	T. ROWE PRICE	T. ROWE PRICE	PAYROLL CONTRIBUTION - ANTHONY VEGA	1000101 · Operating Cash 10	
PAYROLL 0...	02/19/15		T. ROWE PRICE	PAYROLL 02-19-15 - ANTHONY VEGA	1000105 · ICMA Cash	(50.00)
TOTAL						(50.00)
85186	02/19/15	UNITED WAY OF SANTA BARBARA COUN...	UNITED WAY OF S...	PAYROLL 02-19-15	1000101 · Operating Cash 10	
PAYROLL 0...	02/19/15		UNITED WAY OF S...	PAYROLL 02-19-15	1000224 · United Way Payable	(20.00)
TOTAL						(20.00)
85187	02/19/15	VANTAGEPOINT TRANSFER AGENTS - 457	VANTAGEPOINT T...	PAYROLL 02-19-15	1000101 · Operating Cash 10	
PAYROLL 0...	02/19/15		VANTAGEPOINT T...	PAYROLL CONTRIBUTION 02-19-15	1000105 · ICMA Cash	(950.00)
TOTAL						(950.00)
85188	02/19/15	US BANK	US BANK	INVOICE #95462880	1000101 · Operating Cash 10	
95462880	02/19/15		US BANK	CERTIFICATE OF PARTICIPATION SER 1999	1078511 · City Hall Debt	(80,279.75)
			US BANK	CERTIFICATE OF PARTICIPATION SER 1999	1078522 · Swimming Pool Debt	(1,353.00)
			US BANK	CERTIFICATE OF PARTICIPATION SER 1999	1078533 · Lot #3 Debt	(19,395.00)
			US BANK	CERTIFICATE OF PARTICIPATION SER 1999	1078544 · El Carro Park Debt 10	(3,074.00)
			US BANK	CERTIFICATE OF PARTICIPATION SER 1999	2278544 · El Carro Park Debt 22	(29,246.00)

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CITY OF CARPINTERIA
Warrant Register
February 19 - 25, 2015

Num	Date	Name	Source Name	Memo	Account	Paid Amount
			US BANK	CERTIFICATE OF PARTICIPATION SER 1999	3878533 · Lot #3 Debt 38	(14,352.00)
			US BANK	CERTIFICATE OF PARTICIPATION SER 1999	4878522 · Swimming Pool Debt 48	(12,869.00)
TOTAL						(160,568.75)
85189	02/23/15	CA Board of Equalization	CA Board of Equal...	ACCOUNT #15667832	1000101 · Operating Cash 10	
ACCT #156...	02/23/15		CA Board of Equaliz...	SALES & USE TAX	1000225 · Sales Tax Payable	(2,563.75)
TOTAL						(2,563.75)
85190	02/23/15	A-OK POWER EQUIPMENT	A-OK POWER EQU...	INVOICE #79029	1000101 · Operating Cash 10	
79029	01/30/15		A-OK POWER EQU...	BLOWER	3332308 · Supplies & Materials 32	(7.82)
TOTAL						(7.82)
85191	02/25/15	AG ENT INC	AG ENT INC	14533	1000101 · Operating Cash 10	
14533	02/11/15		AG ENT INC	BF TEST	2361221 · Miscellaneous Contracts	(45.00)
TOTAL						(45.00)
85192	02/25/15	ANIMAL MEDICAL CLINIC	ANIMAL MEDICAL ...	INVOICE #156553	1000101 · Operating Cash 10	
156553	02/11/15		ANIMAL MEDICAL ...	ANIMAL SHELTERING	1047213 · Animal Sheltering	(1,643.00)
TOTAL						(1,643.00)
85193	02/25/15	CalPERS	CalPERS	MARCH 2015 HEALTH	1000101 · Operating Cash 10	
MARCH 201...	02/17/15		CalPERS	MARCH 2015 HEALTH	1051194 · Wellness 51	(4,722.92)
			CalPERS	MARCH 2015 HEALTH	1011194 · Wellness 11	(1,039.05)
			CalPERS	MARCH 2015 HEALTH	1012194 · Wellness 12	(1,940.86)
			CalPERS	MARCH 2015 HEALTH	1013194 · Wellness 13	(1,346.46)
			CalPERS	MARCH 2015 HEALTH	1014194 · Wellness 14	(4,253.59)
			CalPERS	MARCH 2015 HEALTH	1016194 · Wellness 16	(585.18)
			CalPERS	MARCH 2015 HEALTH	1030194 · Wellness 30	(4,751.15)
			CalPERS	MARCH 2015 HEALTH	2531194 · Wellness 31	(4,039.38)
			CalPERS	MARCH 2015 HEALTH	1041194 · Wellness 41	(4,019.51)
			CalPERS	MARCH 2015 HEALTH	1042194 · Wellness 42	(1,355.07)
			CalPERS	MARCH 2015 HEALTH	1069194 · Wellness 69	(2,106.65)
			CalPERS	MARCH 2015 HEALTH	1022194 · Wellness 22	(2,382.20)
			CalPERS	MARCH 2015 HEALTH	2361194 · Wellness 61	(1,346.46)
			CalPERS	MARCH 2015 HEALTH	3332194 · Wellness 32	(2,382.20)
			CalPERS	MARCH 2015 HEALTH	1044194 · Wellness 44	(1,346.46)
			CalPERS	MARCH 2015 HEALTH	1000249 · Health Insurance Premi...	(352.63)
			CalPERS	MARCH 2015 HEALTH	1016196 · Health Insurance Surch...	(150.45)
			CalPERS	MARCH 2015 HEALTH	4868194 · Wellness 68	(1,035.74)
TOTAL						(39,155.96)
85194	02/25/15	CCI CENTRAL, INC.	CCI CENTRAL, INC.	INVOICE #21970	1000101 · Operating Cash 10	
21970	01/26/15		CCI CENTRAL, INC.	POSTAGE MACHINE	1013302 · Postage 13	(372.96)

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CITY OF CARPINTERIA
Warrant Register
February 19 - 25, 2015

Num	Date	Name	Source Name	Memo	Account	Paid Amount
TOTAL						(372.96)
85195	02/25/15	CENTRAL COAST IMAGING SOLUTIONS	CENTRAL COAST I...	INVOICE #AR29414	1000101 · Operating Cash 10	
AR29414	02/17/15		CENTRAL COAST I...	COPIER MAINTENANCE	1018222 · Equipment Maintenance	(598.37)
TOTAL						(598.37)
85196	02/25/15	CHEVRON & TEXACO BUSINESS CARD S...	CHEVRON & TEXA...	789-819-058-7	1000101 · Operating Cash 10	
616145	02/22/15		CHEVRON & TEXA...	VEHICLE FUEL	1013307 · Vehicle Oper & Mainten...	(195.59)
			CHEVRON & TEXA...	VEHICLE FUEL	3332307 · Vehicle Oper & Mainten...	(605.33)
			CHEVRON & TEXA...	VEHICLE FUEL	2361307 · Vehicle Oper/Maintena...	(118.51)
			CHEVRON & TEXA...	VEHICLE FUEL	4868308 · Supplies & Materials 68	(34.99)
TOTAL						(954.42)
85197	02/25/15	COAST AUTO PARTS, INC.	COAST AUTO PAR...	JANUARY 2015 BILLING	1000101 · Operating Cash 10	
JAN 2015 BI...	01/31/15		COAST AUTO PAR...	VEHICLE MAINTENANCE	2361221 · Miscellaneous Contracts	(16.39)
			COAST AUTO PAR...	VEHICLE MAINTENANCE	2361221 · Miscellaneous Contracts	(26.07)
			COAST AUTO PAR...	VEHICLE MAINTENANCE	3332308 · Supplies & Materials 32	(46.14)
			COAST AUTO PAR...	VEHICLE MAINTENANCE	2361307 · Vehicle Oper/Maintena...	(23.93)
TOTAL						(112.53)
85198	02/25/15	COASTAL VIEW NEWS	COASTAL VIEW N...	45100	1000101 · Operating Cash 10	
45100	02/12/15		COASTAL VIEW NE...	PET AD	1047303 · Printing & Advertising 47	(40.00)
TOTAL						(40.00)
85199	02/25/15	COM3 CONSULTING INC	COM3 CONSULTIN...	INVOICE NO. CAB-0115	1000101 · Operating Cash 10	
CAB-0115	01/31/15		COM3 CONSULTIN...	DIF HWY INTERCHANGE	3100232 · DIF Highway Interchange	(1,732.50)
			COM3 CONSULTIN...	DIF HWY INTERCHANGE	3179616 · FHWA HBR 31	(1,732.50)
TOTAL						(3,465.00)
85200	02/25/15	COUNTY SANITATION COMPANY, INC.	COUNTY SANITATI...	INVOICE #35009	1000101 · Operating Cash 10	
35009	01/09/15		COUNTY SANITATI...	HYDROVAC SERVICE	2531223 · Drainage Maintenance	(1,125.00)
TOTAL						(1,125.00)
85201	02/25/15	DATA TICKET INC	DATA TICKET INC	INVOICE 58817	1000101 · Operating Cash 10	
58817	02/09/15		DATA TICKET INC	CITATION PROCESSING	1022214 · Hearing Officer	(200.00)
TOTAL						(200.00)
85202	02/25/15	EOS	EOS	INVOICE #AR-8801	1000101 · Operating Cash 10	
AR-8801	02/11/15		EOS	NEPA/CEQA INTEGRATION - MAKER	1030306 · Meetings & Travel 30	(595.00)

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CITY OF CARPINTERIA
Warrant Register
February 19 - 25, 2015

Num	Date	Name	Source Name	Memo	Account	Paid Amount
TOTAL						(595.00)
85203	02/25/15	HOUSE SANITARY SUPPLY	HOUSE SANITARY ...	INVOICE #137596	1000101 · Operating Cash 10	
137596	01/30/15		HOUSE SANITARY ...	CITY HALL	1013224 · Interior Maintenance	(44.46)
TOTAL						(44.46)
85204	02/25/15	J & H ENGINEERING GEN CONT	J & H ENGINEERIN...	APPLICATION #4 - NINTH STREET BRIDGE	1000101 · Operating Cash 10	
4	02/24/15	15018	J & H ENGINEERIN...	NINTH STREET PED BRIDGE	4179612 · Ninth Street Ped. Bridge	(17,228.92)
		15018	J & H ENGINEERIN...	NINTH STREET PED BRIDGE	4179613 · Bikepath Maintenance	(8,988.52)
TOTAL						(26,217.44)
85205	02/25/15	JFM WEB DESIGN	JFM WEB DESIGN	INVOICE 15042	1000101 · Operating Cash 10	
15042	02/25/15		JFM WEB DESIGN	QUARTERLY BASIC HOSTING TRIATHLON 2015	4863300 · Triathlon Expense	(41.85)
TOTAL						(41.85)
85206	02/25/15	KIMBALL MIDWEST	KIMBALL MIDWEST	INVOICE 4022142	1000101 · Operating Cash 10	
4022142	01/30/15		KIMBALL MIDWEST	PW SUPPLIES	3332308 · Supplies & Materials 32	(194.99)
TOTAL						(194.99)
85207	02/25/15	MCCORMIX CORP	MCCORMIX CORP	INVOICE #898541	1000101 · Operating Cash 10	
898541	01/31/15		MCCORMIX CORP	PW VEHICLE FUEL	3332307 · Vehicle Oper & Mainten...	(342.12)
TOTAL						(342.12)
85208	02/25/15	METLIFE - GROUP BENEFITS	METLIFE - GROUP ...	MARCH 2015 DENTAL	1000101 · Operating Cash 10	
MAR 2015 ...	02/15/15		METLIFE - GROUP ...	MARCH 2015 DENTAL	1051194 · Wellness 51	(537.07)
			METLIFE - GROUP ...	MARCH 2015 DENTAL	1011194 · Wellness 11	(175.90)
			METLIFE - GROUP ...	MARCH 2015 DENTAL	1012194 · Wellness 12	(246.38)
			METLIFE - GROUP ...	MARCH 2015 DENTAL	1013194 · Wellness 13	(189.49)
			METLIFE - GROUP ...	MARCH 2015 DENTAL	1014194 · Wellness 14	(378.98)
			METLIFE - GROUP ...	MARCH 2015 DENTAL	1016194 · Wellness 16	(56.89)
			METLIFE - GROUP ...	MARCH 2015 DENTAL	1030194 · Wellness 30	(538.14)
			METLIFE - GROUP ...	MARCH 2015 DENTAL	2531194 · Wellness 31	(568.47)
			METLIFE - GROUP ...	MARCH 2015 DENTAL	1041194 · Wellness 41	(551.73)
			METLIFE - GROUP ...	MARCH 2015 DENTAL	1042194 · Wellness 42	(189.49)
			METLIFE - GROUP ...	MARCH 2015 DENTAL	1069194 · Wellness 69	(246.38)
			METLIFE - GROUP ...	MARCH 2015 DENTAL	1022194 · Wellness 22	(232.79)
			METLIFE - GROUP ...	MARCH 2015 DENTAL	3332194 · Wellness 32	(305.35)
			METLIFE - GROUP ...	MARCH 2015 DENTAL	1044194 · Wellness 44	(189.49)
			METLIFE - GROUP ...	MARCH 2015 DENTAL	2361194 · Wellness 61	(189.49)
			METLIFE - GROUP ...	MARCH 2015 DENTAL	4868194 · Wellness 68	(113.78)
TOTAL						(4,709.82)
85209	02/25/15	RBF CONSULTING	RBF CONSULTING	INVOICE #898607	1000101 · Operating Cash 10	

12:06 PM

02/25/15

CITY OF CARPINTERIA
Warrant Register
February 19 - 25, 2015

Num	Date	Name	Source Name	Memo	Account	Paid Amount
898607	01/29/15	15045	RBF CONSULTING	MEASURE A GRANT 7	2000261 · Deferred Revenue 20	(99.23)
		15045	RBF CONSULTING	MEASURE A GRANT 7	2079275 · Public Work Grants	(99.22)
		15045	RBF CONSULTING	VIA REAL SIDEWALK	2779623 · Ped Facilities Improve...	(242.92)
TOTAL						(441.37)
85210	02/25/15	REYES, SHAREN	REYES, SHAREN	PAYROLL 02-19-15	1000101 · Operating Cash 10	
PAYROLL 0...	02/25/15		REYES, SHAREN	PAYROLL 02-19-15	1000101 · Operating Cash 10	(525.77)
TOTAL						(525.77)
85211	02/25/15	RUIZ, MIREY A	RUIZ, MIREY A	VETS HALL REFUND	1000101 · Operating Cash 10	
VETS HALL...	02/17/15		RUIZ, MIREY A	CLEANING DEPOSIT REFUND	1000231 · Veterans Building Depo...	(295.00)
TOTAL						(295.00)
85212	02/25/15	SANTA BARBARA COUNTY, AIR POLLUTI...	SANTA BARBARA ...	INVOICE #45947	1000101 · Operating Cash 10	
45947	02/09/15		SANTA BARBARA ...	FACILITY PERMITS	1013308 · Supplies & Materials 13	(408.82)
TOTAL						(408.82)
85213	02/25/15	STAPLES ADVANTAGE	STAPLES ADVANT...		1000101 · Operating Cash 10	
3255371655	01/30/15		STAPLES ADVANT...	OFFICE SUPPLIES	1013308 · Supplies & Materials 13	(16.15)
3255823057	01/31/15		STAPLES ADVANT...	OFFICE SUPPLIES	1013308 · Supplies & Materials 13	(219.90)
TOTAL						(236.05)
85214	02/25/15	UCSB ECONOMIC FORECAST PROJECT	UCSB ECONOMIC ...	2015 SPONSORSHIP	1000101 · Operating Cash 10	
2015 SPON...	02/24/15		UCSB ECONOMIC ...	SPONSORSHIP	1044220 · Contract Services 44	(1,250.00)
TOTAL						(1,250.00)
85215	02/25/15	VULCAN MATERIALS COMPANY	VULCAN MATERIA...		1000101 · Operating Cash 10	
70667441	01/30/15		VULCAN MATERIA...	COLD MIX	2531220 · Street Maintenance 31	(963.35)
70667442	01/30/15		VULCAN MATERIA...	COLD MIX	2531220 · Street Maintenance 31	(437.20)
70670706	01/31/15		VULCAN MATERIA...	COLD MIX	2531220 · Street Maintenance 31	(1,221.61)
TOTAL						(2,622.16)
85216	02/25/15	WALLACE GROUP	WALLACE GROUP		1000101 · Operating Cash 10	
38132	11/15/14	15018	WALLACE GROUP	9TH STREET BRIDGE	4179613 · Bikepath Maintenance	(901.54)
38342	12/17/14	15018	WALLACE GROUP	9TH STREET BRIDGE	4179613 · Bikepath Maintenance	(457.00)
38478	01/16/15	15018	WALLACE GROUP	9TH STREET BRIDGE	4179613 · Bikepath Maintenance	(298.00)
TOTAL						(1,656.54)
85217	02/25/15	CARQUEST OF VENTURA #7311	CARQUEST OF VE...	INVOICE #7294-444718	1000101 · Operating Cash 10	

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CITY OF CARPINTERIA

Warrant Register

February 19 - 25, 2015

Num	Date	Name	Source Name	Memo	Account	Paid Amount
7294-444718	01/30/15		CARQUEST OF VE...	SHOP	3332308 · Supplies & Materials 32	(9.64)
TOTAL						(9.64)
85218	02/25/15	AFLAC	AFLAC	INVOICE #778696	1000101 · Operating Cash 10	
778696	02/11/15		AFLAC	WELLNESS - MARCH	2361194 · Wellness 61	(48.80)
			AFLAC	WELLNESS - MARCH	1016194 · Wellness 16	(64.30)
			AFLAC	WELLNESS - MARCH	1041194 · Wellness 41	(24.10)
			AFLAC	WELLNESS - MARCH	1051194 · Wellness 51	(43.30)
			AFLAC	WELLNESS - MARCH	1012194 · Wellness 12	(62.60)
			AFLAC	WELLNESS - MARCH	1030194 · Wellness 30	(43.30)
			AFLAC	WELLNESS - MARCH	1022194 · Wellness 22	(23.60)
			AFLAC	WELLNESS - MARCH	1042194 · Wellness 42	(100.76)
			AFLAC	WELLNESS - MARCH	1041194 · Wellness 41	(32.20)
			AFLAC	WELLNESS - MARCH	1022194 · Wellness 22	(35.10)
			AFLAC	WELLNESS - MARCH	2531194 · Wellness 31	(48.80)
			AFLAC	WELLNESS - MARCH	1042194 · Wellness 42	(63.10)
			AFLAC	WELLNESS - MARCH	1030194 · Wellness 30	(29.60)
			AFLAC	WELLNESS - MARCH	2531194 · Wellness 31	(52.10)
			AFLAC	WELLNESS - MARCH	3332194 · Wellness 32	(106.80)
			AFLAC	WELLNESS - MARCH	1069194 · Wellness 69	(56.96)
			AFLAC	WELLNESS - MARCH	1014194 · Wellness 14	(50.31)
			AFLAC	WELLNESS - MARCH	1069194 · Wellness 69	(76.00)
			AFLAC	WELLNESS - MARCH	1051194 · Wellness 51	(32.20)
			AFLAC	WELLNESS - MARCH	2531194 · Wellness 31	(48.80)
TOTAL						(1,042.73)
85219	02/25/15	BIG GREEN CLEANING COMPANY	BIG GREEN CLEA...		1000101 · Operating Cash 10	
455311	02/01/15		BIG GREEN CLEAN...	ASH AVE	2861225 · Marsh Park Maintenance	(371.00)
			BIG GREEN CLEAN...	PARKING LOTS	3332221 · Miscellaneous Contract...	(742.00)
			BIG GREEN CLEAN...	PARKS	2361221 · Miscellaneous Contracts	(1,488.00)
455308	02/01/15		BIG GREEN CLEAN...	CITY HALL	1013224 · Interior Maintenance	(861.00)
			BIG GREEN CLEAN...	VETS HALL	4865224 · Custodial Services	(776.00)
TOTAL						(4,238.00)
85220	02/25/15	CARAWAN ARCHITECTURE	CARAWAN ARCHI...	CITY HALL ADDITION	1000101 · Operating Cash 10	
CITY HALL ...	02/02/15		CARAWAN ARCHIT...	CITY HALL ADDITION	3100231 · DIF Gen'l Facilities	(2,067.29)
			CARAWAN ARCHIT...	CITY HALL ADDITION	3179614 · City Hall Improvements	(2,067.28)
TOTAL						(4,134.57)
85221	02/25/15	GREEN EARTH NURSERY	GREEN EARTH NU...	INVOICE #17186	1000101 · Operating Cash 10	
17186	02/04/15		GREEN EARTH NU...	PLANTINGS	2361221 · Miscellaneous Contracts	(1,814.40)
TOTAL						(1,814.40)
85222	02/25/15	LAWSON PRODUCTS INC	LAWSON PRODUC...	INVOICE 9303054770	1000101 · Operating Cash 10	
9303054770	02/05/15		LAWSON PRODUC...	GENERAL SHOP SUPPLIES	3332308 · Supplies & Materials 32	(256.53)

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02/25/15

CITY OF CARPINTERIA
Warrant Register
February 19 - 25, 2015

Num	Date	Name	Source Name	Memo	Account	Paid Amount
TOTAL						(256.53)
85223	02/25/15	PAVEMENT ENGINEERING, INC.	PAVEMENT ENGIN...	INVOICE #1501-028	1000101 · Operating Cash 10	
1501-028	02/05/15	15068	PAVEMENT ENGIN...	PAVEMENT REHAB	2779612 · Pavement Rehabilitation	(246.25)
TOTAL						(246.25)
85224	02/25/15	SATCOM GLOBAL FZE	SATCOM GLOBAL ...	INVOICE AS02150170	1000101 · Operating Cash 10	
AS02150170	02/01/15		SATCOM GLOBAL ...	IRIDIUM TRADE-UP	1024215 · Disaster Preparedness	(42.75)
TOTAL						(42.75)
85225	02/25/15	SO CA EDISON	SO CA EDISON		1000101 · Operating Cash 10	
2-25-116-20...	02/19/15		SO CA EDISON	VIOLA	2361313 · Utility - Electric 23	(32.82)
2-27-939-99...	02/19/15		SO CA EDISON	HOCKEY RINK	1013314 · Utility - Natural Gas	(25.36)
TOTAL						(58.18)
85226	02/25/15	STAPLES ADVANTAGE	STAPLES ADVANT...		1000101 · Operating Cash 10	
3256422185	02/04/15		STAPLES ADVANT...	OFFICE SUPPLIES	1030308 · Supplies & Materials 30	(36.87)
3256559975	02/05/15		STAPLES ADVANT...	OFFICE SUPPLIES	1013308 · Supplies & Materials 13	(69.85)
TOTAL						(106.72)

TOTAL \$269,791.29

**City of Carpinteria
City Council Minutes
Regular Meeting
Council Chambers
Monday, February 9, 2015**

CALL TO ORDER

Mayor Carty called the meeting to order at 4:30 p.m.

ROLL CALL

Councilmember Al Clark, Councilmember Wade Nomura, Councilmember J. Bradley Stein, Vice Mayor Fred Shaw, and Mayor Gregg A. Carty were present. City Manager Dave Durlinger and Peter Brown on behalf of Brownstein Hyatt Farber Schreck, LLP, acting City Attorney of the City of Carpinteria and Jena Shoaf, Brownstein Hyatt Farber Schreck, LLP, attorney for the City of Carpinteria were also present.

PUBLIC COMMENT ON CLOSED SESSION MATTER(S): None

CLOSED SESSION

Mr. Brown announced the City Council would temporarily adjourn to a Closed Session for the purpose of the following item:

CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: One case.

TEMPORARY ADJOURNMENT TO CLOSED SESSION

The City Council recessed to Closed Session at 4:33 p.m.

CALL BACK TO ORDER

The meeting was called to order by Mayor Carty at 5:30 p.m.

CLOSED SESSION REPORT

Mr. Brown noted that the City Council met in Closed Session to discuss:

CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: One case.

Mr. Brown announced there were no reportable actions from the Closed Session item.

ROLL CALL

Councilmembers present:

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

Staff members present:

Dave Durlinger, City Manager
Peter Brown, Brownstein Hyatt Farber Schreck
Fidela Garcia, City Clerk
Jackie Campbell, Community Development Director
Erin Maker, Environmental Coordinator
John Thornberry, Administrative Services Director
Arlene Balmadrid, Human Resources Manager

PLEDGE OF ALLEGIANCE

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

INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS: None

PUBLIC INFORMATION REPORTS AND ANNOUNCEMENTS: None

CITY MANAGER'S REPORT

- 50th Anniversary Committee of the City Council will meet on February 10, 2015 at 5:30 p.m.
- County of Santa Barbara Humane Society and C.A.R.E4PAWS will be offering free spay or neuter services for the first 300 cats to apply to the CATNIPS program.
- City will participate in a countywide campaign to improve pet-owner responsibility to reduce dog waste in public spaces. Information can be obtained at CLOSETHEPOPLOOP.ORG

Councilmember Shaw mentioned that County Alcohol Drug Mental Health Services are available on the 2nd and 4th Thursdays of the month from 8:30 am to 5:00 pm at Carpinteria Community Church.

PRESENTATIONS BY CITIZENS/PUBLIC COMMENT

Lynda Lang from the Carpinteria Valley Chamber of Commerce extended an invitation to their February 25th mixer at the Santa Barbara Airport.

Rhonda Gutierrez, representing the Carpinteria Valley Water District, spoke about the current rain levels and stated community must remain vigilant on water conservation. She encouraged residents to contact her with questions regarding available water conversation and rebate programs to help with conservation efforts. Ms. Gutierrez responded to Councilmember Clark's inquiry about a water meters moratorium by stating that the District has not considered it, at this time.

Ben Miller, representing Committee in favor of Measure Z, an upcoming mail-in only election ballot for May 5, 2015, spoke about Measure Z, stating that it is a general obligation bond, and if it should pass, it will allow up to \$9.82 of additional property tax monies per \$100,000 per assessed value to be levied across the Carpinteria/Summerland Fire Protection District. He requested of the City Council that as soon as practical, an agenda item come forth in support of Measure Z. Mr. Miller responded to Councilmember Stein's inquiry stating that the committee would provide a comprehensive presentation on the issue and how funds are proposed to be spent at the time the matter is heard.

AGENDA MODIFICATIONS: None

CONSENT CALENDAR

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

Upon voice vote, Councilmembers Clark, Nomura, Stein, Vice Mayor Shaw, and Mayor Carty were in favor. Motion carried.

1. Minutes of the regular meeting held January 26, 2015.
2. Expenditures for the period of January 21 through February 3, 2015.
3. Ratification of Resolution No. 5566, entitled A Resolution of the Carpinteria City Council Commending and Congratulating David Powdrell upon being named Carpinterian of the Year for 2014.
4. Ratification of Resolution No. 5567, entitled A Resolution of the City Commending and Congratulating Gabriel Paul Zapien-Ybarra upon being named Junior Carpinterian of the Year for 2014.

ADMINISTRATIVE MATTER:

5. Appointments to Integrated Pest Management (IPM) Advisory Committee

Recommendation: Consider making appointments to the IPM Advisory Committee.

Fidela Garcia, City Clerk, presented the staff report.

There was no Public Comment.

Motion by Vice Mayor Shaw, seconded by Councilmember Stein, to adopt Resolution No. 5598 approving appointments as discussed to the Integrated Pest Management Advisory Committee, as read by title.

Upon voice vote, Councilmembers Clark, Nomura, Stein, Vice Mayor Shaw, and Mayor Carty were in favor. Motion carried.

6. Submittal of Grant Applications to the State Department of Housing and Community Development to fund the purchase and installation of new playground equipment and other park amenities for Memorial Park.

Recommendation: Authorize the Community Development Director to submit the grant application to the State Department of Housing and Community Development and Adopt Resolution No. 5589, Authorizing Application for a Housing-Related Parks Grant.

Jackie Campbell, Community Development Director, presented the staff report.

There was no Public Comment.

Motion by Councilmember Stein, seconded by Vice Mayor Shaw, to authorizing submitting the grant application for the Housing-Related Parks Program in the amount \$330,000 and adopt Resolution 5589, as read by title only.

Upon voice vote, motion carried unanimously.

PUBLIC HEARING: None

OTHER BUSINESS:

7. 2015 South County Energy Efficiency Partnership Agreement Extension

Recommendation: Authorize the City Manager to sign the South County Energy Efficiency Partnership Agreement Extension.

Erin Maker, Environmental Coordinator, presented the staff report.

There was no Public Comment.

Motion by Councilmember Stein, seconded by Vice Mayor Shaw, to authorize the City Manager to sign the South Coast Energy Efficiency Partnership Agreement extension.

Upon voice vote, motion carried unanimously.

8. First Amendment to the Employment Agreement for the City Manager Contract, Effective January 3, 2015. The proposed amendment would change the terms of the City Manager's contract to be consistent with other management staff.

Recommendation: Approve the First Amendment to the July 22, 2013 Employment Agreement of the City Manager.

Arlene Balmadrid, Human Resource/Risk Manager, presented the staff.

There was no Public Comment.

Motion by Vice Mayor Shaw, seconded by Councilmember Nomura, to approve the first amendment to the July 22, 2013 employment Agreement of the City Manager.

Upon voice vote, motion carried unanimously.

9. Review of Fiscal Year 2014-15 Mid-year Financial Results and Adjustments of Appropriations

Recommendation: Approve mid-year adjustments to the budget as summarized in the Staff Report.

Dave Durlinger, City Manager and John Thornberry, Finance Director, presented the report.

There was no public comment.

Motion by Councilmember Shaw, seconded by Councilmember Nomura, to amend the adopted budget as provided in Attachment A of the Staff Report.

Upon voice vote, motion carried unanimously.

COMMITTEE REPORTS, INQUIRIES AND OTHER MATTERS PRESENTED BY COUNCILMEMBERS

Councilmember Shaw reported he attended, along with the City Manager, a Bicycle Tourism Conference jointly presented by Santa Barbara First District Supervisor Salud Carbajal and Ventura County First District Supervisor Steve Bennett which discussed the economic benefits of bicycle tourism. He reported that bicycle tourism is a way to greet a different kind of traveler who doesn't have as much of an impact on our

infrastructure such as cars. He said there have been discussions already about smaller groups meeting to move the idea of bicycle tourism forward.

ADJOURNMENT

The meeting was adjourned at 6:24 p.m. by Mayor Carty.

Gregg A. Carty, Mayor

ATTEST:

Fidela Garcia, CMC, City Clerk

**City of Carpinteria
City Council Minutes
Regular Meeting
Council Chambers
Monday, February 23, 2015**

CALL TO ORDER

Mayor Carty called the meeting to order at 4:45 p.m.

ROLL CALL

Councilmember Al Clark, Councilmember Wade Nomura, Councilmember J. Bradley Stein, Vice Mayor Fred Shaw, and Mayor Gregg Carty were present. City Manager Dave Durflinger, Peter Brown on behalf of Brownstein Hyatt Farber Schreck, LLP, acting as City Attorney of the City of Carpinteria and Parks and Recreation Director Matt Roberts were also present.

PUBLIC COMMENT ON CLOSED SESSION MATTER: None.

CLOSED SESSION

Conference with Real Property Negotiator(s) – Government Code Section 54956.8

Property: A portion of US 101 ROW immediately south bound of Hwy 150 and north of Carpinteria Avenue ; No Assessor's Parcel number.

Negotiating Party/Property Owner: Caltrans State of California

Agency Negotiators: Dave Durflinger, City Manager; Matt Roberts, City Parks and Recreation Director; Peter Brown on Behalf of Brownstein Hyatt Farber Schreck, LLP acting City Attorney of the City of Carpinteria

Under Negotiation: price and/or terms of payment.

TEMPORARY ADJOURNMENT TO CLOSED SESSION

The City Council recessed to Closed Session at 4:46 p.m.

CALL BACK TO ORDER

The meeting was reconvened and called to order by Mayor Carty at 5:30 p.m.

ROLL CALL

Councilmembers present:

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

Staff members present:

Dave Durflinger, City Manager
Peter Brown, Brownstein Hyatt Farber Schreck
Fidela Garcia, City Clerk
Matt Maechler, P. E. Civil Engineer
Jackie Campbell, Community Development Director
Michael Lydon, Community Development Department Intern
Charlie W. Ebeling, Public Works Director
Matt Roberts, Parks and Recreation Director
Kevin Silk, Assistant to the City Manager

CLOSED SESSION REPORT

Mr. Brown noted that the City Council met in Closed Session to discuss:

Conference with Real Property Negotiator(s) – Government Code Section 54956.8

Property: A portion of US 101 ROW immediately south bound of Hwy 150 and north of Carpinteria Avenue ; No Assessor's Parcel number.

Negotiating Party/Property Owner: Caltrans State of California

Agency Negotiators: Dave Durflinger, City Manager; Matt Roberts, City Parks and Recreation Director; Peter Brown on Behalf of Brownstein Hyatt Farber Schreck, LLP acting City Attorney of the City of Carpinteria

Under Negotiation: price and/or terms of payment.

Mr. Brown announced there were no required reportable actions from the Closed Session item.

PLEDGE OF ALLEGIANCE

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

INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS

1. Proclamation designating Thursday, March 12, 2015, as California Arbor Day in the City of Carpinteria.

Mayor Carty read the proclamation designating March 12, 2015, as California Arbor Day in the City of Carpinteria.

Public Works Supervisor Paul Medel invited everyone to attend the Arbor Day event on March 12 at 11:00 a.m. at El Carro Park on the north field where a living tree will be planted.

PUBLIC INFORMATION REPORTS AND ANNOUNCEMENTS: None.

CITY MANAGER'S REPORT

- Planning Commission will meet on March 2 at 5:30 to review City Hall Renovation Plan Phase 1, which includes landscaping, accessibility to the building, and improvements to the entrance to the Council Chambers.
- Sand berm will be removed the week of March 9. The public is asked to be cautious during this construction work.
- March 6 is First Friday, which will include a recycled fashion show. The public is encouraged to attend.

PRESENTATIONS BY CITIZENS/PUBLIC COMMENT

Pat Kistler, Carpinteria Valley Chamber of Commerce, invited everyone to attend the First Friday event on March 6. She noted that students would have a recycled fashion show and six students would display their art pieces. She noted that a raffle would be held for a gift basket, and anyone could enter by purchasing any item in the City on First Friday.

Jim Taylor, Carpinteria Valley Association, read from a letter urging the City Council to take action from possible oil train derailment in the City, and to join other cities in opposing the crude oil by rail project. Councilmember Clark asked that this issue be placed on a future agenda for the City Council's consideration. City Manager Dave Durflinger stated an item could be placed on the agenda in March to provide a context review, issues relating to this project, and information regarding oil by rail in general. He noted that the comment period for the environmental impact report would be in late April. He stated the City Council may provide direction on the timing and preparation of a response.

AGENDA MODIFICATIONS: None.

CONSENT CALENDAR

Motion by Vice Mayor Shaw, seconded by Councilmember Stein, to approve the Consent Calendar.

Motion carried unanimously.

2. Expenditures for the period beginning February 4, 2015 and ending February 18, 2015.

ADMINISTRATIVE MATTER: None

3. Closeout of City Maintenance Project No. 15068, Carpinteria Avenue/Casitas Pass Road Pavement Rehabilitation Project

Recommendation: Authorize the Mayor to sign the Closeout Agreement and Release of Claims for City Maintenance Project No. 15068 (Carpinteria Avenue/Casitas Pass Road Pavement Rehabilitation Project) with Toro Enterprises, and authorize the City Clerk to release performance Bond No. 106117749 in the amount of \$914,465.50.

Matt Maechler, P. E. Civil Engineer, presented the staff report and PowerPoint presentation.

There was no Public Comment.

Motion by Councilmember Stein, seconded by Vice Mayor Shaw, to authorize the Mayor to sign the Closeout Agreement and Release of Claims for City Maintenance Project No. 15068 (Carpinteria Avenue/Casitas Pass Road Pavement Rehabilitation Project) with Toro Enterprises, and authorize the City Clerk to release Performance Bond No. 106117749 in the amount of \$914,465.50.

Motion carried unanimously.

PUBLIC HEARING: None.

OTHER BUSINESS:

4. Receive Recommendations on the Community Development Block Grant (CDBG) Public Services Grant Applications and Allocate Program Funds for 2015-2016.

Recommendation: Follow the recommendations of the Community Development Block Grant Committee and allocate the funding as follows: 1) Peoples' Self-Help Housing, Supportive Housing Program \$7,447.50 (50%); 2) Peoples' Self-Help Housing, After School Youth Education \$7,447.50 (50%)

Jackie Campbell, Community Development Department Director introduced Michael Lydon, Community Development Department Intern.

Mr. Lydon presented the staff report and PowerPoint presentation.

There were no Public Comments.

Motion by Councilmember Clark, seconded by Councilmember Nomura, to allocate the funding as recommended by the Community Development Block Grant Committee as follows: 1) Peoples' Self-Help Housing, Supportive Housing Program \$7,447.50 (50%); 2) Peoples' Self-Help Housing, After School Youth Education \$7,447.50 (50%).

Motion carried unanimously.

5. Request to Reserve City Funds from the Community Development Block Grant (CDBG) Entitlement to the City of Carpinteria Public Works Department for the Carpinteria Children's Project (Main School) Sidewalk In-fill Project

Recommendation: Reservation of CDBG Funds for the Carpinteria Children's Project (Main School) Sidewalk In-Fill Project at Sixth Street and Walnut Avenue.

Jackie Campbell, Community Development Department Director, presented the staff report.

There were no Public Comments.

Motion by Councilmember Stein, seconded by Councilmember Vice Mayor Shaw, to approve reserving \$64,545 (100%) of the City of Carpinteria 2015-2016 CDBG capital fund for the Carpinteria Children's Project Sidewalk In-Fill Project.

Motion carried unanimously.

6. Traffic Safety Committee Recommendations

Recommendation: City Council adopt Resolution No. 5597, approving the recommendation of the Traffic Safety Committee from its meeting of February 5, 2015.

Charlie W. Ebeling, Public Works Department Director, presented the staff report and PowerPoint presentation.

There were no Public Comments.

Motion by Vice Mayor Shaw, seconded by Councilmember Nomura, to adopt Resolution No. 5597, as read by title only, approving the recommendation of the Traffic Safety Committee from its meeting of February 5, 2015.

Motion carried unanimously.

7. Status Report on Linden Avenue and Casitas Pass Road Interchanges Project-Initiation of FEMA Flood Insurance Rate Map Revision for the Carpinteria and Franklin Creek Areas of the City

Recommendation: Authorize the Department of Public Work to initiate work on preparing a letter of Map Revision for the Carpinteria area FEMA Flood Insurance Rate Map including public notification.

Charlie W. Ebeling, Public Works Department Director, presented the staff report and PowerPoint presentation.

Councilmember Nomura recused himself due a conflict of interest due to geographic proximity. He stepped down from the dais and exited the Council Chambers at 6:13 p.m.

Mr. Ebeling continued the PowerPoint presentation and responded to questions posed by the City Council.

There were no Public Comments.

Motion by Councilmember Stein, seconded by Vice Mayor Shaw, to authorize the Department of Public Works to initiate work on preparing a letter of Map Revision for the Carpinteria area FEMA Flood Insurance Rate Map including public notification.

Motion carried unanimously.

Councilmember Nomura returned to the Council Chambers at 6:41 p.m. and took his seat at the dais.

8. 2014 Annual Integrated Pest Management (IPM) Report

Recommendation: Receive and file

Matt Roberts, Parks and Recreation Department Director, presented the staff report and PowerPoint presentation. He responded to questions posed by the City Council.

Trish Stone Damon acknowledged Mr. Roberts and Public Works staff for their efforts. She expressed concern with application of glyphosate and referred to a study from the University of Queensland, Australia, which reported on mobility and persistence of glyphosate in water. She also referred to a study from Bangkok regarding breast cancer. She stated the Committee would discuss manual removal of weeds as an alternative to the use of glyphosate. She asked the City Council to consider increasing

the membership from nine to 11 committee members in order to add two at-large members and allow for the formation of subcommittees.

Councilmember Clark inquired whether the Committee had discussed opportunities to further educational outreach beyond holding an annual fair. Ms. Stone Damon responded the Committee had discussed increased website exposure and conducting more workshops.

Vice Mayor Shaw inquired whether increasing the size of the committee would change the requirement for a quorum. City Manager Dave Durflinger responded that increasing the size of the committee could potentially affect having a quorum because six members would be required to meet the quorum requirement. He stated there could be other options such as having non-voting members.

Councilmember Clark inquired whether staff would foresee issues with adding members to this committee. Mr. Roberts responded there has not been an issue where a quorum has not been achieved although some members have been absent. He stated he saw no issue with adding more members.

Mayor Carty suggested sending a letter to the local State Park detailing the City's Integrated Pest Management Plan and asking them to comply. Mr. Roberts noted the Committee has discussed reaching out to the State Beach.

It was the consensus of the City Council to place an item on a future agenda to consider increasing the number of members on this Committee.

Councilmember Nomura referred to the application of glyphosate in State controlled zones such as schools, playgrounds, wetlands, and some aquifers. He inquired whether application of glyphosate was included for the wetlands above the creek areas. Mr. Roberts responded that Roundup is a product that includes glyphosate and a surfactant. He stated that a surfactant should not be introduced in the wetlands waterway. He noted that the City hired a native area restoration company do the two applications for glyphosate and a surfactant that are allowed within that buffer zone. He also noted that the limitation of spraying Roundup within a certain zone of wetland is to prevent application of a surfactant, which could cause issues with aquatic organisms because a surfactant changes how the water behaves. Councilmember Nomura expressed concern with the use of a surfactant because it becomes more soluble in water.

The report was received and filed.

9. Consider Reducing the Size of the Carpinteria First Committee

Recommendation: Reduce the Carpinteria First Committee size from nine to seven members and change the corresponding At-large and Chamber committee representatives from four to three.

Kevin Silk, Assistant to the City Manager, presented the staff report.

Pat Kistler, representing the Carpinteria Valley Chamber of Commerce, spoke in support of reducing the size of the Carpinteria First Committee membership.

Motion by Councilmember Stein, seconded by Councilmember Clark, to approve reducing the Carpinteria First Committee size from nine to seven members and changing the corresponding At-large and Chamber committee representatives from four to three.

Motion carried unanimously.

COMMITTEE REPORTS, INQUIRIES AND OTHER MATTERS PRESENTED BY COUNCILMEMBERS:

Councilmember Nomura stated the 50th Anniversary Committee would meet on March 3 at 5:30 p.m. at City Hall where they would consider initiating the Banner Program for the Downtown T. He also stated the banners could be purchased by individuals and could be kept afterwards as a memento. He also stated the Committee discussed a special recognition of businesses that have been in the City since 1965.

Mayor Carty stated the Avocado Festival Board would meet later during the week.

ADJOURNMENT

The meeting was adjourned at 7:25 p.m. by Mayor Carty.

Gregg Carty, Mayor

ATTEST:

Fidela Garcia, CMC, City Clerk



City of Carpinteria

COUNCIL AGENDA STAFF REPORT March 9, 2015

ITEM FOR COUNCIL CONSIDERATION

Contracts Executed by the City Manager on behalf of the City for the Period of December 2014 through February 2015.

STAFF RECOMMENDATION

Action Item ____ ; Non-Action Item X

Receive and file Report of Contracts Executed by the City Manager for the period of December 2014 through February 2015.

Motion: I move to receive and file the Report of Contracts Executed by the City Manager for the period of December 2014 through February 2015.

DISCUSSION

The City Manager is delegated authority by the Carpinteria Municipal Code (CMC), §2.08.150B, to execute contracts on behalf of the City in the amount of \$30,000 or less. Pursuant to CMC §2.08.150C, a list of all contracts executed by the City Manager is provided for City Council information and appended to this Staff Report as Attachment A. Attachment A lists all contracts entered into on behalf of the City for goods, construction and services for the period of December 2014 through February 2015.

FINANCIAL CONSIDERATIONS

All contracts entered into are within the appropriated budgeted amounts.

ATTACHMENTS

- A. Report of Contracts Executed by the City Manager

Report of Contracts Executed by City Manager
March 9, 2015
Page 2

Staff contact: Fidela Garcia
(805) 684-5405, fidelag@ci.carpinteria.ca.us

Reviewed by: Dave Durflinger, City Manager


Signature


Signature

ATTACHMENT A

Report of Contracts Executed by the City Manager Period of December 2014 to February 2015

VENDOR	PURPOSE	AMOUNT
DYETT & BHATIA URBAN & REGIONAL PLANNERS	ZONNING ORDINANCE UPDATE	\$25,000
PENELOPE'S CARPINTERIA SNO BALLS (ROGER & PENNY GILBERT)	FOOD CONCESSION CONTRACT	\$1,500
JAMEY GESTON	FIRST FRIDAY ENTERTAINER	\$100
VIC MORAGA	FIRST FRIDAY ENTERTAINER	\$200
GRANITE CONSTRUCTION COMPANY	SANTA YNEZ/VIA REAL	\$4,500
FAULCONER & ASSOCIATES	CITY HALL DESIGN WORK	\$5,500 for Phase 1; \$2,250 for Phase 2; and not to exceed \$7,750 for labor, materials, equipment, tools, transportation & services
THE RINCONS	SNOW DAY ENTERTAINER	\$350.00
JANE FULLER DUO	FIRST FRIDAY ENTERTAINER	\$250.00
BEAU WILDING	FIRST FRIDAY ENTERTAINER	\$200
JMPE	9TH STREET PEDESTRIAN BRIDGE ELECTRICAL ENGINEERING & LIGHTING DESIGN	\$1,200
WALLACE GROUP	9TH STREET PEDESTRIAN BRIDGE DESIGN SERVICES	\$9,000
BRANCH OUT TREE CARE	ADVISE STAFF ON TREE CONDITIONS, POLICIES, SOLUTIONS, ETC	\$4,800
AGREEMENT FOR CONSULTANT SERVICES WITH CLARE H. MACDONALD, ATTORNEY AT LAW (HEARING OFFICER)	ADMINISTRATIVE HEARING OFFICER SERVICES	BASED ON HOURLY RATE OF \$200
BH SKATING PARKS, LLC (BHSP)	SNOW DAY EVENT SKATING RINK FOR JANUARY 3, 2015 EVENT	\$1,639.00
VIC MORAGA	FIRST FRIDAY ENTERTAINER	NOT TO EXCEED \$200



City of Carpinteria

COUNCIL AGENDA STAFF REPORT March 9, 2015

ITEM FOR COUNCIL CONSIDERATION

Measure A Five-Year Local Program of Projects for Fiscal Years 2015-16 through 2019-20

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

Receive this report and adopt Resolution No. 5590, approving the Measure A Five-Year Local Program of Projects for Fiscal Years 2015-16 through 2019-20

Motion: I move to adopt Resolution No. 5590, as read by title only, approving the Measure A 5 Year Local Program of Projects for Fiscal Years 2015-16 through 2019-20.

BACKGROUND

In November 2008, voters in Santa Barbara County approved Measure A, which extends for 30 years the one-half percent sales tax for transportation purposes formerly known as Measure D. Measure A contains a strategic spending plan that includes regional projects as well as local programs and projects that are funded by monthly allocations to each local agency. Measure A requires each local agency to annually prepare a 5 year local Program of Projects. The last update to the City's Measure A Program of Projects was approved on March 10, 2014, via Resolution No. 5503.

DISCUSSION

Pursuant to the Measure A rules, the City's Program of Projects must be presented at a Public Hearing and passed by a City Council resolution. The last update to the City's Measure A Program of Projects was approved on March 10, 2014, via Resolution No. 5503. The Program of Projects is then submitted to the Santa Barbara County Association of Governments (SCBAG).

Under Measure A, parameters for the Program of Projects have been formalized. Measure A funds can only be spent on programs and projects that are listed in the local program of projects. Measure A also requires a "Maintenance of Effort" expenditure by

the City and the other participating local government agencies. Each local agency must continue to expend other discretionary non-Measure A funds for transportation maintenance and capital projects equivalent to the amount expended by the local agency in budget year 2007-2008. To meet this requirement and receive the Measure A funds, the City of Carpinteria must continue to spend annually at least \$108,990.74 from discretionary sources of funds. Due to the requirement that the Maintenance of Effort funds come from discretionary sources, the City typically uses the General Fund to meet this requirement.

Measure A also requires a minimum percentage of Local Street and Transportation funds be spent on eligible Alternative Transportation projects. The City's required Alternative Transportation percentage is 10%. This percentage is calculated cumulatively and must be met by the fifth year of the Measure A Program and every fifth year thereafter. This fiscal year 2014-15 is the fifth program year. The Alternative Transportation requirements are tracked annually through the audit process. The City's audited Alternative Transportation percentage through FY 2012-13 is 23.41%. The City expects to exceed the minimum 10% Alternative Transportation requirements calculated for the five year program period. Public Works has conservatively estimated the Alternative Transportation percentage to be 22.38% through FY 2014-15.

The Program of Projects attached to Resolution No. 5590 allocates Measure A funding to the Department of Public Works budgeted programs including Administration, Street Maintenance, Right-of-Way Maintenance and Capital Projects. Capital Projects consist of projects included in the City's Capital Improvement Program and projects that are considered capital maintenance. Capital maintenance projects are developed by the Department of Public Works to address heavy maintenance needs such as curb, gutter and sidewalk repairs and pavement maintenance needs. These projects are typically included in the yearly Department of Public Works budget. The table below lists the Measure A programs and projects proposed for approval as a part of Resolution No. 5590.

City of Carpinteria Measure A Program of Projects, 2015-16 to 2019-20	
Street Maintenance Program	Concrete Repair Program/Curb Ramp Program
Right-of-Way Maintenance Program	Santa Monica Creek Pedestrian Bridge Near Via Real Rehabilitation Project
Transportation, Parking and Lighting Program	Santa Monica Creek Pedestrian Bridge Near El Carro Lane Rehab Project
Carpinteria Avenue Bridge Replacement Project	City of Carpinteria Alternative Transportation Plan
Ash Avenue Improvement Project	Bike Path Maintenance Program
Pavement Maintenance Projects	Via Real at Cravens Sidewalk In-Fill Project
Public Parking Lot 2 Lighting Projects	Easy Lift Transportation, Paratransit Service
Traffic Safety Program	Help of Carpinteria, Dial-A-Ride Service.

Street Tree Management Program	Carpinteria Avenue at Elm Avenue Bus Stop Improvements
Via Real Storm Water Management Project	Camino Trillado Sidewalk Repair
Traffic Operations Program	Linden Avenue Sidewalk Repair
Landscape Maintenance Program	Main School Sidewalk Infill
Linden Avenue and Casitas Pass Interchanges Replacement	Carpinteria Freeway Circulation Improvements

POLICY CONSISTENCY

The adoption of the annual Program of Projects is a requirement included in Ordinance No. 5 of the Santa Barbara County Local Transportation Authority (SBCAG) that established the Measure A Program. Adoption of the Program of Projects binds the City to expending Measure A funds on the projects listed in Exhibit B of the attached Resolution No. 5590. However, the program may be modified each year to reflect the changing priorities of the Council. The Program of Projects may be amended during a program year with approval of the SBCAG Board. Measure A funds are intended to be very flexible and adoption of this list of projects is not meant to hinder Council policy with regard to determining street maintenance and transportation priorities.

FINANCIAL CONSIDERATIONS

The five-year estimate of Measure A local apportionments (totaling approximately \$3.9 million) is shown in Exhibit A of the attached Resolution No. 5590. The total Measure A revenue amount includes the carry-over fund balance of \$33,213 from FY 2014-15 for a total of \$3.9 million. The Santa Barbara County Measure A tax revenues have recovered from the recession and are now exceeding county-wide revenues received prior to the recession. However, it should be noted that current local agency Measure A allocations, including the annual allocation to the City of Carpinteria, remain below 2008, i.e. Measure D, local allocation levels due primarily to Measure A's including an "off the top" allocation to the Highway 101 Improvements Project. For the five-year period, FY 2015-16 to 2019-20, revenues are estimated to grow at a rate of 3% to 3.75% annually per the Measure A Strategic Plan. Exhibit B of the attached Resolution No. 5590 presents the programs and projects that comprise the Five-Year Program of Projects to be submitted to SBCAG with Resolution No. 5590.

The table below shows the Measure D & A allocations, MTD electric shuttle, Easy Lift, and Help of Carpinteria expenditures, and Measure A grants received by the City for the past 10 years. The City received Measure D dollars until Measure A replaced Measure D in FY 2010-11. Under the Measure D Program, the City received Measure D allocations and then expended Measure D money on the MTD electric shuttle. Under the Measure A Program, the MTD electric shuttle expense was deducted from the Measure A allocation before the City received it. In FYs 2011-12 and 2012-13, the City was awarded Measure A Cycle 1 and 2 grants used for capital projects. The last column of the table reflects the net amount of Measure A & D allocations after

expending money on the MTD electric shuttle, Easy Lift, Help of Carpinteria expenses, and including Measure A grant monies received by the City.

Fiscal Year	Measure D Allocation	Measure A Allocation	MTD Electric Shuttle	Easy Lift	Help of Carpinteria	Measure A Grant Programs	Net
04/05	\$748,764	0	\$54,802	\$12,612	\$5,000	0	\$676,350
05/06	\$815,976	0	\$56,173	\$12,612	\$5,000	0	\$742,191
06/07	\$748,857	0	\$57,577	\$12,612	\$5,000	0	\$673,668
07/08	\$787,107	0	\$59,016	\$12,612	\$5,000	0	\$710,479
08/09	\$709,093	0	\$85,751	\$12,612	\$5,000	0	\$605,730
09/10	\$717,435	0	\$64,527	\$12,612	\$5,000	0	\$635,296
10/11	0	\$633,709	0	\$17,000	0	0	\$616,709
11/12	0	\$800,356	0	\$12,000	\$5,000	\$541,150	\$1,324,506
12/13	0	\$648,772	0	\$12,000	\$5,000	\$263,623	\$895,395
13/14	0	\$624,459	0	\$12,000	\$5,000	0	\$607,459
14/15	0	\$720,000	0	\$12,000	\$5,000	0	\$703,000

Note: All amounts shown in table are actuals except for FY 14/15 which are estimates.

Measure A / D allocations have grown by 4% since 2004. Comparing the same time period, the Caltrans Price Index for Selected Highway Construction Items has shown an increase of 23% while the Engineering New Record Construction Cost Index shows an increase of 36%. It's worthwhile to note that the Caltrans Index peaked in 2006, just before the recession hit, and comparing 2006 to 2004 showed an increase of 32%. The City must compete for the Measure A grants and the call for grant proposals occurs about every two/three years. This explains why there is not an allocation for Measure A grants every year. Measure A grants are to be used solely for capital projects instead of maintenance.

LEGAL

There are no legal issues concerning this item.

OPTIONS

The City Council could choose to direct staff to revise the Measure A Local Program of Projects for FY 2015-16 to 2019-20 and adopt at a future meeting held before April 1st. However, Measure A Program of Projects are due to SBCAG no later than April 15th.

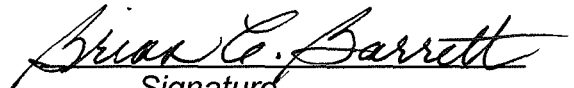
PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at this meeting.

ATTACHMENTS

Attachment A: Resolution No. 5590 with
Exhibit A – Five Year Estimate of Measure A Local Apportionments
Exhibit B – Measure A Five Year Program of Local Projects

Staff contact:
Brian C. Barrett, Management Analyst
(805) 684-5405, ext. 446
brianb@ci.carpinteria.ca.us


Signature

Reviewed by:
Charles W. Ebeling, P.E., Public Works Director


Signature

Reviewed by: Dave Durflinger, City Manager


Signature

ATTACHMENT A

Resolution No. 5590

RESOLUTION NO. 5590

**A RESOLUTION OF THE CARPINTERIA CITY COUNCIL ADOPTING
THE MEASURE A FIVE-YEAR LOCAL PROGRAM OF PROJECTS
FOR FY 2015-16 THROUGH FY 2019-20**

WHEREAS, on November 4, 2008, the voters of Santa Barbara County approved Ordinance No.5, the Road Repair, Traffic Relief and Transportation Safety Measure known as Measure A; and

WHEREAS, the Ordinance provides that the Santa Barbara County Local Transportation Authority shall annually approve a program of projects submitted by local jurisdictions identifying those transportation projects eligible to use Measure A funds during the succeeding five-year period; and

WHEREAS, the City of Carpinteria was provided with an estimate of annual Measure A local revenues for fiscal years 2015-16 through 2019-20 (Exhibit A); and

WHEREAS, the City of Carpinteria has held a public hearing in accordance with Section 18 of the Ordinance;

NOW, THEREFORE, BE IT RESOLVED that the City of Carpinteria does hereby adopt the attached Five-Year Local Program of Projects (Exhibit B) to be funded in part with Measure A revenues.

BE IT FURTHER RESOLVED that the City of Carpinteria certifies that it will include in its budget an amount of local discretionary funding for local streets and roads sufficient to comply with the Maintenance of Effort requirements contained in Section 27 of the Measure A Ordinance, and

BE IT FURTHER RESOLVED that pursuant to the Measure A ordinance, the City of Carpinteria will not use Measure A revenues to replace private developer funding that has been committed to a transportation project or would otherwise be required under current City policies.

BE IT FURTHER RESOLVED that the City of Carpinteria has complied with all other applicable provisions and requirements of the Measure A Ordinance.

PASSED, APPROVED AND ADOPTED this 9th day of March, 2015, by the following called votes:

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

Mayor, City of Carpinteria

ATTEST:

City Clerk, City of Carpinteria

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 the 9th day of March, 2015.

City Clerk, City of Carpinteria

APPROVED AS TO FORM:

Peter N. Brown, on behalf of
Brownstein Hyatt Farber Schreck, LLP
Acting as City Attorney of the City of Carpinteria

EXHIBIT A
TO RESOLUTION NO. 5590

Five-Year Estimate of Measure A Local Apportionments

EXHIBIT A

CITY OF CARPINTERIA
Five-Year Measure A Revenue Estimate
Local Street and Transportation Improvements

Jurisdiction	Carry-over from prior years	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	Total
City of Carpinteria	\$33,213	\$753,460	\$739,735	\$762,710	\$786,775	\$816,462	\$3,892,355

Alternative Mode Percentage	10%
Minimum to be Spent on Alternative Modes by FY 19/20	\$389,236

EXHIBIT B
TO RESOLUTION NO. 5590

Measure A Five-Year Program of Local Projects

CITY OF CARPINTERIA
Five Year Measure A Program of Projects (FY 2015/16 - 2019/20)
Measure A Local Street and Transportation Improvements Submittal Form
(Figures in \$000)
March 9, 2015

[illegible]



City of Carpinteria

COUNCIL AGENDA STAFF REPORT March 9, 2015

ITEM FOR COUNCIL CONSIDERATION

Execution of the Closeout Agreement and Release of Claims (Closeout Agreement) for the Seaside Park Project, 5103 Carpinteria Avenue, Carpinteria, CA 93013

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

Authorize the Mayor to sign the Closeout Agreement for the Seaside Park Project (5103 Carpinteria Ave.), accept the work performed by DPM Construction Company and to have the City Manager sign and record the Notice of Completion with the County Recorder.

Motion: I move to authorize the Mayor to sign the Closeout Agreement for the Seaside Park Project, formally accept the work performed by DPM Construction Company and to have the City Manager sign and record the Notice of Completion.

BACKGROUND / DISCUSSION

The City of Carpinteria purchased the park site located at 5103 Carpinteria Avenue in July 2008. The Seaside Park improvements were designed by Van Atta and Associates. The Architectural Review Board gave final approval of the design on October 17, 2013.

The Final plan set for the Project is dated January 17, 2014.

The project was bid publically following the standards of the California Contract Code.

On March 10, 2014, based upon Staff's recommendation, the City Council awarded the contract to DPM Construction Company for a contract amount of \$189,831.00.

The project features a reconstructed parking area, parking lot and landscape lighting, a new public bus stop, new landscaping and a new patio seating area that features a millstone fountain and sandstone benches.

The final project outcome is satisfactory with the Project being completed to meet most of the plans and specifications. Field conditions resulted in some minor changes to the Project design with some additional work being performed while at the same time, some work tasks were deleted. The combined total of all added and deleted items resulted in no net change in the cost of the project as negotiated with DPM Construction.

The primary purpose of the Closeout Agreement is to accept the work performed by DPM Construction Company, confirm that the City and the Contractor agree to the final contract amount and to confirm that the Contractor releases all claims against the City (if any).

DPM Construction Company has signed the agreement. Once executed by the City, the City will cause a Notice of Completion to be recorded with the County Recorder.

As described on the Notice of Completion, the City formally accepts DPM Construction Company's work on the Seaside Park on the date of execution of the Closeout Agreement, proposed to be March 9, 2015. Cessation of labor on this project occurred fewer than sixty days. Accordingly, "Completion of this Work of Improvement" is deemed to occur on March 9, 2015, provided that the City Council votes to authorize the Mayor to execute the Closeout Agreement on such date. The recording of a Notice of Completion initiates the time period for the recording of mechanics liens and service of stop payment notices. Once the Notice of Completion is recorded, the deadline to file a mechanics lien under most circumstances accelerates and subcontractors and suppliers must record a mechanics lien or file a stop payment notice within thirty days.

The City will retain the retention for this project as required and permitted by applicable law, including but not limited to Public Contract Code §7107, Labor Code §1727, and Civil Code §9358. For Example, the release of the retention by the City to DPM Construction Company may also be delayed for this project due to a Civil Wage and Penalty Assessment (CWPA) pending with the Department of Industrial Relations (DIR), Division of Labor Standards Enforcement.

POLICY CONSISTENCY

As required by the project specifications, the contractor and the City are to sign the Closeout Agreement to finalize the project contract. The City, after inspection of the Contractor's work is satisfied that the Contractor completed the project to the City's satisfaction and hereby accepts the Contractor's work. The Contractor has indicated that there are no pending claims and has signed the Closeout Agreement (**Attachment A**).

FINANCIAL CONSIDERATIONS

The initial project contract cost was \$189,831.00. These funds were appropriated from the Parks Improvement Fund, a development impact fee fund.

The City so far has paid DPM Construction a total of \$167,157.89 and has held back a \$22,673.11 retention as provided for in the contract.

LEGAL

The Closeout Agreement is a procedural requirement of the project's contract and is a part of the City's approved construction contract documents.

OPTIONS

1. Approve and authorize the Mayor to sign the Closeout Agreement. Authorize the City Manager to sign and record the Notice of Completion.
2. Direct Staff at the City Council's discretion

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting

ATTACHMENTS

- A. Closeout Agreement for the Seaside Park Project
- B. Notice of Completion for the Seaside Park Project

Staff contact:

Matthew Roberts
(805) 684-5405 ext. 449
mattr@ci.carpinteria.ca.us


Signature


Signature

Reviewed by: Dave Durflinger, City Manager

Attachment A

Closeout Agreement
Seaside Park Project

CITY of CARPINTERIA, CALIFORNIA



CLOSEOUT AGREEMENT AND RELEASE OF CLAIMS

THIS AGREEMENT AND RELEASE OF CLAIMS (Agreement) is made in Carpinteria, California, this 9th day of March, 2015, by and between the City of Carpinteria, (City), and DPM Construction Company.

KNOW ALL PERSONS BY THESE PRESENTS:

1. That the undersigned, as the authorized representative of Contractor, and for each of its successors, assigns and partners, for and in consideration in the total amount of One hundred eighty-nine thousand eight-hundred thirty-one and 00/100 dollars (\$189,831.00), an amount equal to the original contract amount and change orders receipt of which is acknowledged, does release and forever discharge City, and each of its successors, assigns, council members, officers, agents, servants, volunteers and employees, from any and all rights, claims, causes of action, demands, debts, obligations, liabilities, actions, damages, costs and expenses (including but not limited to attorneys', paralegal and experts' fees, costs and expenses) and other claims, which may be asserted against City by reason of any matter or thing which was the subject matter of or basis for:
 - A. The performance of all terms and conditions of that certain agreement, for City, project described as the Seaside Park Project.
 - B. All change orders as approved by the parties, with both adds and credits totaling \$0.00.
2. Nothing contained in this Agreement shall waive or alter the rights, privileges, and powers of City or the duties, liabilities and obligations of Contractor and its surety(ies) in respect to any portion of the Contract.
3. City has paid the Contractor One hundred sixty seven thousand one hundred fifty seven and 89/100 dollars (\$167,157.89) to date for the Project.
4. Contractor and City agree that the total adjusted Contract Price and time of performance after the execution of change orders, is as follows:

Original Contract Price	\$ 189,831.00
Original Calendar Days	150
Adjusted Contract Price	\$ 189,831.00

Adjusted Calendar Days

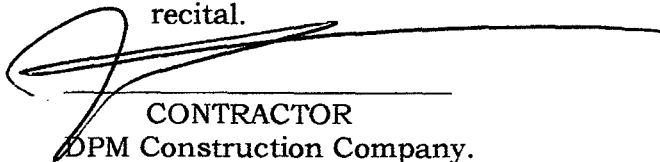
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5. The current amount owing to Contractor is:
- | | |
|---|---------------|
| Adjusted Contract Price: | \$ 189,831.00 |
| Less: Amount Previously Paid
(Request Nos. 1 through 5) | \$ 167,157.89 |
-

BALANCE DUE (retention) to Contractor as
full and complete compensation for the Project. \$ 22,673.11

6. The retention will be released to Contractor at the expiration of thirty-five (35) calendar days after the date of recording a notice of completion with the Santa Barbara County Recorder or when all stop notices have been released, whichever last occurs. The release provided pursuant to this Agreement shall not apply to Contractor's right to the retention amount until and to the extent such amounts are received by Contractor.
7. It is understood and agreed by Contractor that the facts with respect to which the release provided pursuant to this Agreement is given may turn out to be other than or different from the facts as now known or believed to be, and Contractor expressly assumes the risk of the facts turning out to be different than they now appear, and agrees that the release provided pursuant to this Agreement shall be, in all respects, effective and not subject to termination or rescission by any such difference in facts and Contractor expressly waives any and all rights it has or may have under California Civil Code Section 1542, which provides as follows:
- "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the Release which if known by him must have materially affected his settlement with the debtor."
8. The release made by Contractor is not to be construed as an admission or admissions of liability and Contractor denies any such liability. Contractor agrees that it will forever refrain and forbear from commencing, instituting or prosecuting any lawsuit, action or other proceeding against City based on, arising out of, or in any way connected with the subject matter of this release.
9. Except as specifically provided in this Agreement, the Contractor releases City from all claims, including but not limited to those of its Subcontractors for all delay and impact costs, if any.

10. The Contractor represents and warrants to City that Contractor has not assigned or transferred or purported to assign or transfer to any person, firm, corporation, association or entity any of the rights, claims, warranties, demands, debts, obligations, liabilities, actions, causes of action, damages, costs, expenses and other claims and Contractor agrees to indemnify and hold harmless City, its successors, assigns, council members, officers, agents, servants, volunteers and employees, from and against, without limitation, any and all rights, claims, warranties, demands, debts, obligations, liabilities, actions, causes of action, damages, costs, expenses and other claims, including but not limited to attorneys', paralegal and experts' fees, costs and expenses arising out of or connected with any such assignment or transfer or purported assignment or transfer.
11. The parties acknowledge that they have been represented by counsel of their own choice in connection with the preparation and execution of this Agreement. The parties acknowledge and represent that they understand and voluntarily consent and agree to each and every provision contained in this Agreement.
12. The persons executing this Agreement represent and warrant to the other party that the execution and performance of the terms of this Agreement have been duly authorized by all individual, corporate, partnership, or other entity requirements and that such persons have the right, power, legal capacity and authority to execute and enter into this Agreement.
13. The parties further acknowledge and represent that no promise, inducement or agreement, not expressed in this Agreement, have been made and that, with respect to the matters considered, this Agreement contains the entire agreement among the parties and that the terms of the Agreement are contractual and not a mere recital.



CONTRACTOR
DPM Construction Company.

CITY OF CARPINTERIA
a Municipal Corporation

Attachment B

Notice of Completion
Seaside Park Project

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013

NO FEE RECORDING
Gov. Code § 6103 and 27383

Space above this line reserved for recorder's use

NOTICE OF COMPLETION

For Seaside Park Project located at 5103 Carpinteria Avenue, Carpinteria, CA 93013
APN 004-047-001

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is the owner of the Improvement described below.
2. The full name of the undersigned is The City of Carpinteria.
3. The full address of the undersigned is 5775 Carpinteria Avenue, Carpinteria, CA 93013.
4. The nature of the interest or estate of the owner is Fee Simple Absolute of 5103 Carpinteria Avenue, Carpinteria, CA 93013 (APN 004-047-001)
5. There are none who hold title with the undersigned as joint tenant or as tenants in common for the above described property.
6. The improvement on the property was completed as a whole on March 9, 2015. The improvement completed was and is described as the Seaside Park as shown on plans prepared by Van Atta and Associates dated .
7. The full name and address of the original contractor for such work of improvement was; DPM Construction, 2390 Las Posas #450 Camarillo, CA 93010
Date of contract: March 14, 2014
8. The full name and address of the transferor of the undersigned. None.
9. The property on which said work of improvement was completed is located in the County of Santa Barbara.
10. The location description of the property where the work of improvement was completed is 5103 Carpinteria Avenue, Carpinteria, CA 93013

DATE: _____

SIGNATURE OF OWNER OR AGENT

VERIFICATION

I, Dave Durflinger, City Manager, state: I am the duly authorized representative of the Owner identified in Paragraph 2 the foregoing Notice of Completion. I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on _____, _____ (date), at

_____ (City), _____ (State).

Dave Durflinger, City Manager



City of Carpinteria

COUNCIL AGENDA STAFF REPORT March 9, 2015

ITEM FOR COUNCIL CONSIDERATION

Agreement with COM3 Consulting for Updating the Development Impact Fee and Capital Improvement Programs

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

Approve and authorize the Mayor to sign the agreement with COM3 Consulting for updating the Development Impact Fee and Capital Improvement Programs

Motion: I move to approve and authorize the Mayor to sign the agreement with COM3 Consulting for updating the Development Impact Fee and Capital Improvement Programs

BACKGROUND

The City's Development Impact Fee Program is authorized by AB 1600 (Mitigation Fee Act), codified as Government Code Sections 66000 – 69000. AB1600, adopted in 1989, permits local agencies to collect fees from developers and to apply the revenue to public improvement projects that are needed to serve new land development projects. The fees provide funding for public improvements required to serve new development, such as roads, parks, and storm drains. Under AB 1600, the fees that new development is assessed must serve to mitigate the impacts of new development, not those caused by existing development.

The City of Carpinteria collects eleven categories of Development Impact Fees (DIF's) to help offset the additional demands generated by new development on public facilities throughout the City. The City has been collecting DIF's consistent with the established program.

The City's Capital Improvement Program is a list of capital projects that the City has determined are needed to improve public facilities and related services. Both new capital projects that are necessary in part to serve new development and significant

capital maintenance projects are identified and prioritized in the Capital Improvement Program. Projects that are needed to respond to new development are typically funded, in part if not entirely, by DIF Program fee payments, as discussed above.

The current City of Carpinteria Development Impact Fee and Capital Improvement Programs were established in 2003. The cost estimates for the projects included in the Capital Improvement Program (CIP) were updated in 2007. It is important for the City to update its Capital Improvement Program and Development Impact Fee Program to assist the Department of Public Works in planning and budgeting for capital and maintenance projects as well as in ensuring that development impact fees reflect a fair share allocation to new development of the cost of identified projects.

DISCUSSION

On March 10, 2014, the City Council authorized Public Works to solicit proposals for updating the City's DIF and CIP Programs and appropriated \$150,000 from the Available Fund Balance for this work item.

On October 7, 2014, the City entered into an agreement with COM3 Consulting in the amount of \$7,100 to proceed with Phase I of the CIP and DIF Update. Phase I included reviewing and updating the existing CIP project list with associated project descriptions and cost estimates.

The proposed agreement with COM3 is for Phase II of the CIP/DIF Update and includes the following:

- Preparation of project cost estimates
- Determination of funding sources and project schedules
- Development of CIP project information sheets and assembly of a CIP binder
- Creation of a separate DIF funded capital project list and DIF project cost estimate binder which will demonstrate how the DIF funded project costs were developed

COM3 Consulting plans on sub-consulting with MNS Engineers to prepare the project cost estimates. MNS Engineers' fee is included in the proposed agreement. Phase III will proceed once the DIF funded Capital Project list is developed. The Capital Project List will be provided to a consulting firm that specializes in the preparation of development impact fees and nexus studies identifying the need for capital facilities and distributing the costs of such facilities as required by law. The City will execute a separate agreement with the consulting firm for the preparation of the DIF nexus study.

POLICY CONSISTENCY

The Capital Improvement Program is consistent with the many goals, objectives, and policies included in the General Plan/Local Coastal Plan. Updates to the Development

Impact Fee Program are appropriate. The CIP/DIF updates are part of the Public Works 2015 Work Plan approved by the City Council as high priority projects.

FINANCIAL CONSIDERATIONS

The proposed agreement with COM3 Consulting is for \$82,740. With the adoption of the FY 2014-15 Budget, the City Council approved \$150,000 from the General Fund for the DIF and CIP Program Updates. This \$150,000 was reduced as a mid-year budget adjustment and to pay for the high priority Americans with Disabilities Act (ADA) Update on City facilities this year. There is currently \$128,081 available in the budget for this work which is more than adequate to pay for the agreement with COM3.

LEGAL

This item complies with the requirements of the Mitigation Fee Act.

OPTIONS

The City Council could choose not to execute the Agreement and/or direct staff to make revisions to the agreement.

PRINCIPAL PARTIES EXPECTED AT MEETING

Gerald Comati, President of COM3 Consulting, is expected to be at the meeting should the City Council have any questions.

ATTACHMENTS

Attachment A: Agreement with COM3 Consulting

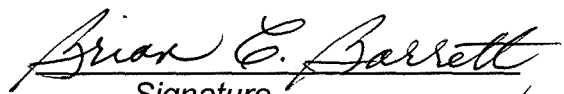
Staff contact:

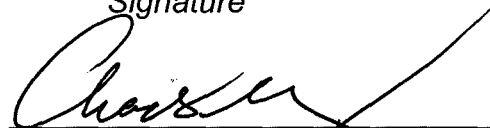
Brian C. Barrett, Management Analyst
(805) 684-5405, ext. 446
brianb@ci.carpinteria.ca.us

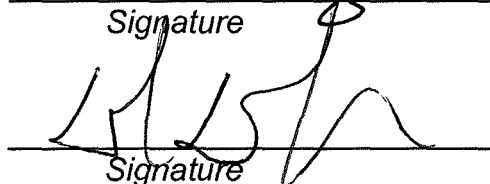
Reviewed by:

Charles W. Ebeling, P.E., Public Works Director

Reviewed by: Dave Durlinger, City Manager


Signature


Signature


Signature

ATTACHMENT A

Agreement with COM3 Consulting

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT FOR CONSULTANT SERVICES (“**Agreement**”) is made and effective as of the 9th day of March, 2015 by and between the City of Carpinteria, a municipal corporation (“**City**”), and **COM3 Consulting** (“**Consultant**”) at Carpinteria, California, with reference to the following facts:

- A. City has determined that it is necessary and appropriate to engage a 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 (“**Basic Services**”), which is incorporated by this reference as though set forth in full. Consultant hereby agrees to perform said services within the designated time frames and accepts this retention. Consultant shall complete the Basic Services according to a schedule of performance which is also set forth in Exhibit A.
- 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, 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 30th day of June, 2016; 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 Eighty Two Thousand Seven Hundred Forty Dollars(\$82,740) 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 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 Durflinger, City Manager
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013-2698
P: (805) 684-5405
F: (805) 684-5304

To Consultant:

Gerald Comati
COM3 Consulting
723 East Figueroa Street
Santa Barbara, CA 93101
P:(805) 962-0488
F:(805) 962-5209

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

By: _____
Gregg A. Carty, Mayor

"CONSULTANT"
COM3 Consulting

By:  _____
Gerald Comati, P.E., President

ATTEST:
City of Carpinteria

By: _____
Fidela Garcia, CMC, City Clerk

APPROVED AS TO FORM:
City of Carpinteria

By: _____
Peter N. Brown, on behalf of
Brownstein Hyatt Farber Schreck, LLP
acting as City Attorney of the City of Carpinteria

EXHIBIT A

TASKS TO BE PERFORMED



723 East Figueroa Street
Santa Barbara, CA 931013
T: 805 962-0488
F: 805 962-5209
E: gerald@com3consulting.com

February 19, 2015

Mr. Charles W. Ebeling P.E, T.E.
Public Works Director
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013

Subject: CIP/DIF Update – Phase 2

Dear Mr. Ebeling:

Thank you for considering COM3 Consulting to update the City of Carpinteria's Capital Improvement Plan. Attached is the Phase 2 work effort proposal for preparation of cost estimates, the updated CIP, and cost data for the DIF development by Muni Financial. If you have any question please contact me at 962-0488.

Sincerely,

A handwritten signature in black ink, appearing to read "Gerald Comati", with a stylized flourish at the end.

Gerald Comati, P.E.
President
COM3 Consulting Inc.

GCC:gc
Enclosures

Mr. Charles W. Ebeling P.E., T.E.
February 19, 2015
CIP Update – Phase 2

ATTACHMENT A – SCOPE OF WORK

Introduction

The City of Carpinteria is revising and updating its existing Capital Improvement Plan (CIP) for public works projects.

The City of Carpinteria Department of Public Works currently has over thirty projects programmed for implementation. The projects include Street, Wastewater, Water, and General categories. To effectively implement these projects the City recognizes the need to clearly define the projects in terms of scope, cost, funding and schedule within a public Capital Improvement Plan (CIP) document. A CIP document has been developed in the past but is in need of updating. In an effort to complete this update, the City has secured the services of COM3 Consulting from Santa Barbara. COM3 Consulting has completed the initial project identification phase of work. The scope for the second phase of the effort follows.

Scope of Work

A. Cost Estimates

1. Utilizing existing examples, submit a cost estimate format proposal to City for approval.
2. Based on site review and discussions with Public Works Director the COM3 Consulting Team will prepare cost estimates for all CIP Projects. Each estimate, as appropriate, will include back up documentations showing take-off and assumptions. Take-offs will be taken from aerial mapping provided by the City.
3. For the larger CIP Projects, the COM3 Consulting Team will prepare existing and proposed line plans for the projects overlaid onto the aerial mapping.

B. Funding and Schedule

4. Meet with Public Works Director to review cost estimates, funding and schedule for each CIP Project.
5. Based on agreed to project schedules, estimated costs, and programmed funding (revenue) develop cash flow model for CIP reflecting anticipated project expenditures and funding over time.
6. Coordination with Muni Financial regarding Development Impact Fee.

C. Project Information Sheets

7. Develop draft format for Project Information Sheets which includes the project scope, cost estimate totals, funding, and layout graphics if applicable.

ATTACHMENT A – SCOPE OF WORK

8. Submit draft Project Information Sheet to Public Works Director for review and obtain approval on project format.
9. Complete draft Project Information Sheets for all CIP projects and submit to Public Works Director for approval.

D. CIP Binder

10. Complete a draft CIP Binder which includes the following elements:
 - a. Introduction.
 - b. Project Information Sheets.
 - c. Project Cost Estimates with backup.
 - d. Cash Flow Model.
11. Submit draft CIP Binder to Public Works Director for approval.
12. Incorporate comments from Public Works Director and finalize CIP Binder.

E. Development Impact Fee

13. Using the CIP documents already developed, a separate DIF funded Capital Project list will be developed and approved by the City. This list will be provided to Muni Financial for review and comment. Upon finalization of the DIF Funded Project List, Muni-Financial will use it to develop the new Development Impact Fees.
14. Upon completion of the new Development Impact Fees, a DIF Project Cost Estimate Binder will be prepared consisting of the same information included in the CIP Binder, but only including DIF funded projects. This binder will serve as a defensible document for how the DIF funded project costs were developed.

EXHIBIT B
PAYMENT SCHEDULE

Mr. Charles W. Ebeling P.E., T.E.

Public Works Director

City of Carpinteria

5775 Carpinteria Avenue

Carpinteria, CA 93013

com3 consulting

February 19, 2015

PROJECT - CIP/DIF Update, Phase 2

ATTACHMENT B - COMPENSATION

Labor:		COM3 Consulting				Subconsultant (MNS)	Total
Task		Name	All In Hourly Rate	Total Hours	Labor Budget		
			\$/hr	hrs	\$		
A	CIP/DIF Update - Cost Estimates	Gerald Comati	170	120	\$20,400	\$39,640	\$60,040
B	CIP/DIF Update - Funding and Schedule	Gerald Comati	170	25	\$4,250		\$4,250
C	CIP/DIF Update - Project Information Sheets	Gerald Comati	170	60	\$10,200		\$10,200
D	CIP/DIF Update - CIP Binder	Gerald Comati	170	20	\$3,400		\$3,400
E	CIP/DIF Update - Development Impact Fee	Gerald Comati	170	25	\$4,250		\$4,250
Total				250	\$42,500	\$39,640	\$82,140

Expenses:

Description		Comments	Expense Budget
			\$
1.	Reproduction	Includes cost for all copying	400
2.	Travel	Includes all cost related to travel. Car mileage reimbursement rate of 0.33 \$/mile.	100
3.	Miscellaneous	Includes cost for miscellaneous expenses	100
Total - Expenses			\$600

Total Contract		Total Budget
		\$82,740



201 N. Calle Cesar Chavez, Ste. 300 / Santa Barbara, CA 93103

Ph. (805) 692-6921 / F. (805) 692-6931

January 28, 2015

Gerald Comati, P.E.
Project Manager
COM3 Consulting
214 E. Victoria Street
Santa Barbara CA 93101

**Regarding: Proposal for Professional Engineering Services
Carpinteria 2015 Capital Improvement Program (CIP) Update**

Dear Gerald,

Thank you for the opportunity to propose support services to COM3 on City's 2015 Capital Improvement Program. MNS Engineers, Inc. (MNS) has a talented team that is available to tackle this project and we are excited to work with you and the City on this important project.

SCOPE OF WORK

MNS will perform site review of the proposed CIP projects and develop graphics and cost estimates for new CIP projects. For purposes of this proposal MNS assumes 20 new projects will be developed.

Deliverables:

- Project graphics and cost estimates for 20 new CIP projects.

SERVICES NOT INCLUDED

- Land surveying or public right of way or private real property investigations.
- Utility research and location of underground utilities.
- Revisions to estimates and sketches.

Should work be required in these areas, or areas not previously described, MNS will prepare a proposal or amendment, at the City's request, that contains the Scope of Services, fee and schedule required to complete the additional work items.

CITY PROVIDED ITEMS

- Detailed descriptions of the proposed CIP projects.
- GIS or CAD files for aerial/base mapping, photography and project concepts.

mnsengineers.com

TRANSPORTATION / WATER RESOURCES / GOVERNMENT SERVICES / FEDERAL

COMPENSATION

We propose to provide our services on a time and materials basis. Based on our understanding of the requirements and our experience with similar projects, we have estimated the costs required for this scope of service to be \$39,640. This includes \$5,140 for overall tasks (regardless of the number of CIP projects) and \$1,725 per each CIP project developed.

Task/Staff	Rate	Per Site		Project (20 Sites)	
		Hours	Cost	Hours	Cost
PM & Overall Project Tasks	-	-	-	32	\$5,140
Shawn Kowalewski	\$200	-	-	4	\$800
Adam Chase	\$170	-	-	16	\$2,720
Todd Wilkinson	\$135	-	-	12	\$1,620
Field Work/Site Visit	-	\$305		\$6,100	
Adam Chase	\$170	1	\$170	20	\$3,400
Todd Wilkinson	\$135	1	\$135	20	\$2,700
Sketches	-	\$710		\$14,200	
Adam Chase	\$170	1	\$170	20	\$3,400
Todd Wilkinson	\$135	4	\$540	80	\$10,800
Quantities & Estimates	-	\$710		\$14,200	
Adam Chase	\$170	1	\$170	20	\$3,400
Todd Wilkinson	\$135	4	\$540	80	\$10,800

CLOSURE

Please contact me directly at (805) 456-3540 or at skowalewski@mnsengineers.com should you have any questions concerning our proposal.

Sincerely,

MNS ENGINEERS, INC.



Shawn Kowalewski, P.E.
VP, Principal-In-Charge

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/5/2014

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 may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Michael J Hall & Company 19660 10th Ave NE Poulsbo WA 98370		CONTACT NAME: Michael J Hall & Company PHONE (A/C, No, Ext): 360-598-3700 FAX (A/C, No): E-MAIL ADDRESS: certificates@hallandcompany.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Sentinel Insurance Company	
		INSURER B: Underwriters at Lloyd's, London	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 81665920 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ OCP/XCU/BFPD ☒ Separation Instds GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC		52SBVV4878	10/13/2014	10/13/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		52SBVV4878	10/13/2014	10/13/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A					WC STATUTORY LIMITS ☐ OTHER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Prof Liability: Claims Made Form		1098211626/014	10/21/2014	10/21/2015	\$1,000,000 Per Claim \$1,000,000 Aggregate

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

Certificate Holder(s) is/are an Additional Insured on the Commercial General Liability and Auto Liability when required by written contract or agreement regarding activities by or on behalf of the Named Insured. This insurance is primary insurance and any other insurance maintained by the Additional Insured shall be excess only and non-contributing with this insurance. A waiver of subrogation applies to the Commercial General Liability and Auto Liability in favor of the Additional Insured
Job Name: On-Call Project Management Services

CERTIFICATE HOLDER

City of Carpinteria
Attn: Brian C. Barrett
5775 Carpinteria Avenue
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

Jessica Sharpe

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- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.



6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written



BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising 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 connection with your premises; or
 - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
 This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising 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 your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

BUSINESS LIABILITY COVERAGE FORM

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

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to 2.a. or 2.b above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to 2.b. above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

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

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

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

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

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

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

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

BUSINESS LIABILITY COVERAGE FORM

This Paragraph f. applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

*** (b) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

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

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

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

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

c. Method Of Sharing

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

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

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

*** b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.



City of Carpinteria

COUNCIL AGENDA STAFF REPORT March 9, 2015

ITEM FOR COUNCIL CONSIDERATION

Agreement with Disability Access Consultants to Update the City's Americans with Disabilities Act Transition Plan

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

Approve and authorize the Mayor to sign the agreement with Disability Access Consultants to update the City's Americans with Disabilities Act Transition Plan.

Motion: I move to approve and authorize the Mayor to sign the agreement with Disability Access Consultants to update the City's Americans with Disabilities Act Transition Plan.

BACKGROUND

The Department of Justice (DOJ) initiated a compliance review of the City of Carpinteria in November 2003 as part of Project Civic Access, a program of the DOJ that assists cities in achieving compliance with Title II of the Americans with Disabilities Act (ADA), relating to access to public facilities, programs, and services. City staff worked cooperatively with the Department throughout the investigation in order to reach an agreement.

The DOJ conducted an on-site survey of City facilities and services in January 2004. The DOJ also reviewed access for persons with disabilities to Carpinteria's programs, services, and activities operating at a variety of City facilities. In addition, the DOJ reviewed the City's policies and procedures regarding sidewalk maintenance to evaluate whether persons with disabilities have an equal opportunity to utilize this program.

In an effort to make programs and services accessible to all members of the public, the City Council adopted a non-discrimination public notice and a grievance procedure via Resolution No. 4899 in September 2004. The purpose of the public notice and

grievance procedure was to effectively communicate with the public about the availability of accessible City programs and services and provide a path by which the public can communicate to the City regarding problems they may be having related to program or service accessibility.

On December 16, 2004, the City and DOJ entered into a settlement agreement that, in part, serves as the City's Transition Plan. Pursuant to the Plan, the City has made many modifications to its facilities to ensure accessibility for people with disabilities, ensure that the City's website is accessible to people with disabilities, and has completed training on the requirements of the ADA and appropriate ways of serving persons with disabilities.

DISCUSSION

In a continued effort to improve access to City facilities, services, and programs, the City proposes to update and enhance its Transition Plan and enlist the services of Disability Access Consultants (DAC) to inspect, evaluate, and prepare reports identifying the extent of construction related and potential barriers in the City's facilities and public rights-of-way. The inspections will identify barriers or potential barriers in accordance with applicable Federal and State accessibility standards and regulations. DAC has developed a web-based software called DACTrak where all the information gathered from site inspections will be captured for City use. DACTrak will provide for easy management and updates to the City's Transition Plan and documentation of compliance efforts. The software provides custom reports to assist City staff in developing a prioritization list to further the Transition Plan for accessible barrier removal for both construction-related barriers as well as service, program, and activity barriers.

DAC's scope of work includes the following:

- Surveying City facilities and public rights-of-way to identify all physical barriers, actual as-is conditions, and GIS locations of each barrier
- Developing an ADA Transition Plan for facilities, buildings, parks, and public rights-of-way
- Providing the City with the DACTrak web-based software to track and manage barrier removal
- Advise the City on conducting a self-evaluation of the City's programs, services, activities, and events

POLICY CONSISTENCY

Updating the City's Transition Plan will assist the City in ensuring that the programs, services, and facilities comply with the Americans with Disabilities Act.

FINANCIAL CONSIDERATIONS

The proposed agreement with Disability Access Consultants is for \$38,180. The Facilities portion of the Transition Plan will be funded by the General Fund while the Right-of-Way portion will be funded by Measure A. The cost breakdown is shown below and is within the adopted FY 2014-15 Budget.

Funding for Transition Plan Update:

Category	Funding Source	Amount
Facilities	General Fund	\$23,265
Right-of-Way	Measure A Fund	\$14,915
Total:		\$38,180

LEGAL

The task of updating the City's Transition Plan is consistent with the Americans with Disabilities Act.

OPTIONS

The City Council could choose to not approve the agreement with Disability Access Consultants and direct staff to make revisions.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

ATTACHMENTS

Attachment A: Agreement with Disability Access Consultants

Staff contact:

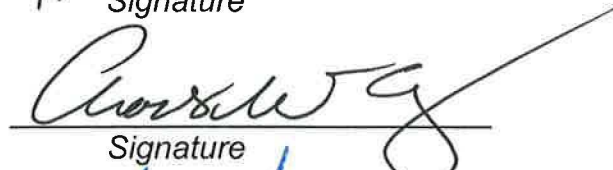
Kevin Silk, Assistant to the City Manager
(805) 684-5405, ext. 450
kevins@ci.carpinteria.ca.us



Signature

Staff Contact:

Charles W. Ebeling, P.E., Public Works Director
(805) 684-5405, ext. 402
cebeling@ci.carpinteria.ca.us



Signature

Reviewed by: Dave Durflinger, City Manager



Signature

ATTACHMENT A

Agreement with Disability Access Consultants

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT FOR CONSULTANT SERVICES (“Agreement”) is made and effective as of the 9th day of March, 2015 by and between the City of Carpinteria, a municipal corporation (“**City**”), and **Disability Access Consultants (“Consultant”)** at Carpinteria, California, with reference to the following facts:

- A. City has determined that it is necessary and appropriate to engage a 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 (“Basic Services”), which is incorporated by this reference as though set forth in full. Consultant hereby agrees to perform said services within the designated time frames and accepts this retention. Consultant shall complete the Basic Services according to a schedule of performance which is also set forth in Exhibit A.
- 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, 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 30th day of June, 2016; unless terminated earlier as provided for herein.

4. **COMPENSATION.**

4.1 **Basic Services.** For Basic Services, City shall pay Consultant for time and materials, not to exceed amount of Thirty Eight Thousand One Hundred Eighty Dollars (\$38,180) 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 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.** To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City and any of its officials, employees and agents ("Indemnified Parties") from and against any Claims, where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for whom Consultant is legally liable, including but not limited to, officers, agents, employees, subcontractors or consultants of 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 Durflinger, City Manager
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013-2698
P: (805) 684-5405
F: (805) 684-5304

To Consultant:

Barbara Thorpe
Disability Access Consultants
2243 Feather River Blvd.
Oroville, CA 95965
P:(800) 743-7067
F:Fax Number

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"
Disability Access Consultants

By: _____
Gregg A. Carty, Mayor

By: _____
Barbara Thorpe, President

ATTEST:
City of Carpinteria

By: _____
Fidela Garcia, CMC, City Clerk

APPROVED AS TO FORM:
City of Carpinteria

By: _____
Peter N. Brown, on behalf of
Brownstein Hyatt Farber Schreck, LLP
acting as City Attorney of the City of Carpinteria

EXHIBIT A

TASKS TO BE PERFORMED



City of Carpinteria

Proposal for Accessibility Services

AMERICANS WITH DISABILITIES ACT TRANSITION PLAN

February 4, 2015

Disability Access Consultants
2243 Feather River Blvd
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FIRM BACKGROUND

Disability Access Consultants was founded as a woman owned California Corporation in 1998, DAC has provided services for the past 16 years to assist public entities to comply and implement accessibility requirements in accordance with the ADA, Title 24 of the California Building Code, Section 504 and related federal, state and local disability-related nondiscrimination laws and regulation. DAC has extensive experience in the evaluation of program and facility accessibility and provides a full continuum of Americans with Disabilities Act (ADA) and accessibility services for public entities, such as the City of Carpinteria.

DAC has extensive knowledge and experience during the past 17 years with municipalities and public entities. Based on our experience and listening to the needs of our clients, DAC has developed tools to enhance ADA projects and streamline the scope of work in a cost effective manner. DACTrak provides an easy to use web based tool to manage the ADA project and document progress.

DAC has conducted over 12,000 building inspections, surveyed thousands of parks and playgrounds and performed hundreds of programmatic reviews and self-evaluations to study the accessibility of programs, services, activities, events and related areas. DAC staff includes certified playground safety inspectors to provide a value added service if requested by the City.

As our founder, Barbara Thorpe, worked with a public entity for 19 years as the ADA Coordinator, 504 Coordinator, and Director of Planning and Compliance, she has extensive experience working with individuals with disabilities and organizations representing individuals with disabilities. In addition, she has collaborated with individuals with disabilities and organizations that represent individuals with disabilities in a facilitative manner that has benefited city governments during her work with other municipalities. Barbara and the DAC team members have demonstrated the ability to engage and interact with individuals and organizations to assist with the prioritization, long range planning and implementation of the ADA plan.

DAC has a team of 12 staff, including two CAsp certified inspectors, dedicated to assisting public entities, such as the City of Carpinteria, with ADA compliance. DAC has a comprehensive understanding of applicable standards, regulations and requirement under Title II of the ADA, California Building Code and related state accessibility standards.

DAC recently completed similar studies for the City of Newport Beach, City of Cypress, City of La Quinta, City of Fountain Valley, the City of San Clemente, City of Del Mar, City of Grass Valley and Calaveras County and the City of Palm Springs. DAC was also awarded a project to train County of Shasta staff and City of Modesto staff to complete their own study using our DACTrak accessibility management program. DAC is currently working with Solano County, the City of Palos Robles Estates and City of Moreno Valley. DAC has extensive experience with similar public entity clients.

DAC has a reputation to being responsive to the client's needs, providing on-time project completion within budgets. DAC has a proven track record for comprehensive experience in conducting ADA Self Evaluations and Transition Plans, implementation and related services.

DAC was recently awarded a project for the Department of Transportation in Washington, D.C. to develop a pilot study for potential duplication of methodologies in other areas, using tools and standards for public rights-of-way accessibility reviews by means of a software program to update and manage the ADA public rights-of-way transition plan. DAC will be providing recommendations for best practices and technologies for the DOT. In addition, DAC was awarded an additional project with the Department of Transportation in Washington, D.C. to develop a model self-evaluation and transition plan for public rights-of-way to be replicated as a best practice in other areas.



Other public entities for which DAC has provided similar services include Fair Oaks Recreation and Park District, Padre Dam Water District, Hayward Parks and Recreation, 15 California Fairs, 160 California public school districts, and several large Joint Power Authorities and insurance carriers for groups of public entities.

DAC is currently assisting the California Joint Powers Insurance Authority (CJPIA) members, of which the City of Carpinteria belongs, to assist members with ADA compliance at a discounted rate. DAC has been assisting several Joint Power Authorities in Sacramento and El Dorado County since 2000 and currently provides updates, consultation, plan reviews and expert witness services. DAC has worked with public entities of all sizes, from one site to 506 sites. Members of the DAC team have also served as expert witnesses to assist public entities to defend their current practices and ADA plan. DAC has only served on the side to assist public entities to defend their practices and plan and has never assisted with litigation against a public entity. Our mission statement and philosophy embrace the enhancement and assistance to our clients to build an ADA accessibility plan while documenting previous and current compliance methods.

Over the 17 years of serving our clients, DAC has demonstrated financial stability, staff stability and has a no claims insurance record.

DAC provides a full continuum of professional services that include, but are not limited to:

- Facility inspections
- Self-evaluations for ADA and Section 504 of the Rehabilitation Act
- Policy review and development
- Transition plans
- Public rights-of-way surveys
- Consultation
- Accessibility compliance intake and management software – DACTrak
- DACTrak training to conduct your own inspections
- Expert witness services
- Plan reviews
- ADA Plan implementation assistance and consultation
- Outdoor developed and recreational areas (pools, parks, trails, camping areas)
- NPSI playground safety inspections
- ADA Playground inspections

DAC utilizes the appropriate standard(s) for the inspection that may include, but is not limited to:

- ADA 2010 Standards
- California Building Code
- ADA-ABA
- UFAS
- ANSI
- Section 504 of the Rehabilitation Act
- Outdoor developed and recreational standards
- National Playground Safety Institute (NPSI) standards
- PROWAG – Federal Public Rights-of-way Guidelines
- Federal Highway Administration's Manual on Uniform Traffic Control Devices (MUTCD)

Our firm stands out in the public entity arena due to proven performance in a wide range of services, from programmatic and policy reviews, facility inspections, transition plans, consultation, plan reviews and expert witness services. We excel at providing a comprehensive assessment of our clients' current status by preparing a study of all areas related to accessibility in different departments to document ongoing compliance.

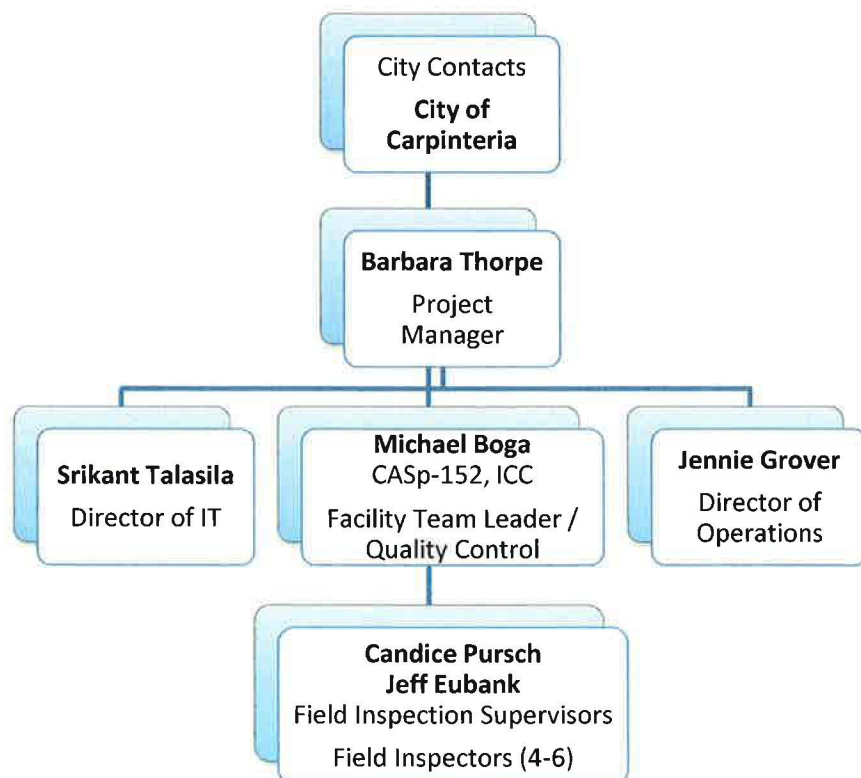
Innovative Tools, Strategies and Best Practices

Based on experience and knowledge of the accessibility field and best practices, DAC continues to develop innovative methodologies, easy to use ADA management tools, and proven, successful strategies for evaluating programs, services, activities, events, facilities, parks and public rights-of-way. DACTrak was developed by DAC for the purpose of easy and useful importing and management of the accessibility data collected in the field. DACTrak is interactive web based software and is not an enhanced excel spreadsheet. The ability to collect, compile, analyze and use report data in a practical format was one of the driving forces to develop the DACTrak intake and management software.

Our DAC accessibility management software, DACTrak, provides our clients with a powerful management tool to document compliance, project costs, print custom reports and record progress. DACTrak is not an excel spreadsheet, but actual software that has been developed by our company to assist with the implementation and documentation of the City's ADA plan and provides photographs of as-is site conditions, which has proved to be valuable documentation. Findings and recommendations, in addition to other data are preloaded into the DACTrak software. As DAC owns and licenses the DACTrak software, we can make custom modifications for our clients.

PROJECT TEAM

Disability Access Consultants (DAC) has a dedicated team of twelve professionals with backgrounds in administrative leadership roles with public entities, construction and code enforcement. DAC is an equal opportunity employer and our team composition includes minority and veteran representation. The team has worked together on numerous ADA compliance projects with City governments and public entities. DAC works with several large JPA's and insurance pools to assist public entities with ADA compliance.



The DAC team has a proven record to provide on-site services in a collaborative and efficient manner. DAC has experienced team members who have worked with public entities for successful and on time completion of numerous projects. Necessary staff members have ICC, NPSI, and CASp certification. A CASp certified Team Leader will be involved with the project and field evaluations. The project team is organized to provide a representation of skills needed to accomplish the project objectives. In addition,

teams that have worked together previously will be assigned to the City of Carpinteria project. Following are descriptions of key team members' qualifications and their assigned roles.

Barbara Thorpe, M.Ed., LOT

DAC Project Manager

As DAC Project Manager, Barbara will coordinate activities and schedules and report to the Development Services Director or designee. Barbara will serve in the advisement role regarding the ADA Self-Evaluation of programs, services, activities and events and the review of policies and procedures. Barbara brings twenty years of experience in public administration and providing services to individuals with disabilities to Disability Access Consultants. As an administrator in a public entity, Barbara provides unparalleled understanding of the application of the Americans with Disabilities Act and related legislation. In addition to assisting public entities with compliance with the ADA, Barbara has conducted compliance reviews for the Department of the Interior to audit for compliance with the ADA, Section 504 of the Rehabilitation Act and related civil rights laws and regulations. Barbara has served as an expert witness for the Department of Justice, Office of the Attorney General. Additionally, Barbara is a licensed occupational therapist. Barbara serves on the Division of State Architect Advisory Board and serves as the vice-chair for the DSA Access Compliance Committee. Barbara has worked on over 200 public entity projects that are similar to the City of Carpinteria.

Michael Boga, B.A. Education, California Certified Access Specialist, ICC Accessibility, Usability and Plans Examiner

Inspection Team Leader

As manager of the production and the inspection team, Michael brings a unique blend of experience in the building industry along with his understanding of individuals with disabilities to the accessibility team. Michael is a certified accessibility specialist through the International Conference of Building Officials (ICC), certified in Accessibility, Usability and Plans examination and is California certified CAsp inspector #152. Michael has completed the updated DSA courses regarding the 2010 California Building Code. Michael has provided numerous staff development sessions to public entities regarding accessibility requirements. If requested, Michael would provide training, assist with plan reviews and review new work completed for compliance, as requested. Mike has worked on over 260 projects that are similar to the City of Carpinteria.

Srikant Talasila

Director, Information Technology

Srikant brings many years of experience with information technology and management information services from a large corporation. He has the ability to categorize and organize large volumes of information regarding public and school facilities into a manageable database. He provides training and consultation to our clients in the use of DACTrak. Srikant would work directly with City of Carpinteria staff to train and assist with the data entry and management of data.

Jennie Grover

Director of Operations

Jennie draws on her experience in technical writing to provide leadership and management of the production and technical writing team, organizing the completion of technical reports, as well as managing production schedules, staff and timelines.

QUALIFICATIONS AND EXPERIENCE

The DAC team members proposed for the City of Carpinteria project have worked together on similar projects. A few projects are listed below. References and a description for the scope of work are provided for several of the following recent California projects:

- City of San Clemente
- City of Fountain Valley
- City of Modesto
- City of La Quinta
- City of Newport Beach
- City of Claremont
- City of Huntington Beach
- City of Modesto
- City of Manteca
- City of Grass Valley
- City of Banning
- County of Butte
- Solano County
- City of Palos Verdes Estates
- City of Moreno Valley
- City of Palm Springs
- City of Cypress
- City of Lincoln City
- Calaveras County
- Desert Recreation District
- Fair Oaks Recreation and Park District
- City of Huntington Beach
- City of Glendale
- City of Oroville
- City of Clovis
- County of Santa Clara
- County of Shasta
- Town of Paradise

DACTrak Accessibility Management Software

The accessibility management software is included at **no cost** to the City of a period of two years. If the City decides to continue with the use of the web based management software after the initial two years at no cost, a small licensure fee is charged for unlimited City users and includes the storage and maintenance of the City data. DAC also offers a volume discount if other JPA members are using the secure, web based DACTrak system.

If the City decides not to continue to use the web based DACTrak Accessibility Management System to maintain, update and document compliance of the ADA plan, the data can be transferred to an excel spreadsheet or an alternate format. DAC has found that usable and easy to manage software (instead of excel spreadsheets) is imperative to maintaining and updating the ADA plan.

Categories can be customized and findings organized as demonstrated in the screen shots of the DACTrak software included as supplemental materials.



References

The following are a few of the recently completed references for scopes of work similar to the City of Carpinteria that include City and County Governments and Park Districts. Numerous additional references are available.

County of Butte Grant Hunsicker Director of General Services 2081 2nd Street Oroville, CA 95965-3413 Phone: (530) 538-2511 Ghunner@buttecounty.net Thomas Cowles Capital Improvement Project Manager 2081 2nd Street Oroville, CA 95965-3413 Phone: (530) 538-6055 TCowles@buttecounty.net	• DAC is currently working with the County to inspect County facilities for compliance with the Americans with Disabilities Act and California Building Code. • DAC is also performing a review of County policies, grievance procedures and public notices to evaluate their compliance with the ADA and suggest alternatives if necessary. • DAC is assisting the County in developing their updated transition plan. • DAC has provided training to County staff on ADA compliance, methods for reasonable accommodations, and effective communications with individuals with disabilities.
County of Solano Rosa Lane, PhD, AIA, LEED AP Associate County Architect Division of Architectural Services 675 Texas Street, Suite 2500 Fairfield, CA 94533 Phone: (707) 784-7908 rmlane@solanocounty.com	• DAC is currently performing ADA Accessibility surveys of County facilities using the DACTrak Accessibility Management software. • DAC is also assisting the County to perform a Self-Evaluation of services, policies, programs and practices. • County staff will use DACTrak to update and implement their Transition Plan.
City of Newport Beach Fong Tse Principal Civil Engineer 3300 Newport Boulevard Newport Beach, CA 92663 Phone: (949) 644-3321 FTSE@newportbeachca.gov	• ADA Self-evaluation and transition plans of buildings, parks, intersections, roadways, sidewalks and public rights-of-way. The City was provided DACTrak Accessibility Management Software to manage the implementation of the plan, document resources needed and document progress.
County of Shasta Thomas Forbish Facilities & Fleet Divisions Manager Facilities & Fleet Services Division 1958 Placer Street Redding, CA 96001 Phone: (530) 225-5659 tforbish@co.shasta.ca.us	• DAC is training County staff to use DACTrak to perform self-inspections of County facilities using the DACTrak Intake inspection software. • The County is also using the DACTrak online management software to update the County's transition and barrier removal plan.
City of La Quinta Terry Deeringer Human Resources/General Services Manager 78495 Calle Tampico La Quinta, CA 92253 Phone: (760) 777-7041 Tdeeringer@la-quinta.org	• ADA Self-evaluation and transition plans of buildings, parks, intersections, roadways, sidewalks and public rights-of-way. The City was provided DACTrak Accessibility Management Software to manage the implementation of the plan, document resources needed and document progress. • The ADA Self-Evaluation of programs, services and activities to determine if any were discriminatory for individuals with disabilities was completed by DAC.

City of San Clemente Johanne Thordahl Risk Mgmt. Analyst 100 Avenida Presidio San Clemente, CA 82672 Phone: (949) 361-8203 ThordahlJ@san-clemente.org Sam Penrod Human Resources Manager 100 Avenida Presidio San Clemente, CA 92672 Phone: (949) 361-8313 PenrodS@san-clemente.org	• ADA Self-evaluation and transition plans of buildings, parks, piers, beach areas, golf course, pools, beach concessions, lifeguard areas, trails and public rights-of-way. • The City was provided DACTrak Accessibility Management Software to manage the implementation of the plan, document resources needed and document progress. • The ADA Self-Evaluation of programs, services and activities to determine if any were discriminatory for individuals with disabilities was completed by DAC. • DAC also assisted with the resolution of two complaints.
City of Fountain Valley Temo Galvez Deputy City Engineer 10200 Slater Avenue Fountain Valley, CA 92708 Phone: (714) 593-4517 Temo.galvez@fountainvalley.org	• ADA Self-evaluation and transition plans of buildings, parks, intersections, sidewalks and public rights-of-way. The City was provided DACTrak Accessibility Management Software to manage the implementation of the plan, document resources needed and document progress. • The ADA Self-Evaluation of programs, services and activities to determine if any were discriminatory for individuals with disabilities was completed by DAC.
Fair Oaks Recreation and Park District Maureen Zamarripa District Administrator 4150 Temescal Street Fair Oaks, CA 95628 Phone: (916) 966-1036 - ext. 13 mzamarripa@fairoakspark.org	• DAC performed ADA inspections of all District parks, facilities and playgrounds to identify elements that need modification to achieve compliance with the Americans with Disabilities Act and CBC Title 24. • DAC also performed playground safety assessments to ensure the District's compliance with the California Playground Safety Regulations.
City of Modesto Paul Liu Senior Planner 1010 Tenth Street, Suite 300 Modesto, CA 95354 Phone: (209) 577-5282 pliu@modestogov.com	• DAC trained City staff to use the DACTrak tablet to inspect selected City buildings • DAC staff inspected City Parks • DAC assisted with the development of an ADA Self-evaluation • DAC assisted the City with the public input process

Disability Access Consultants has never been removed from a project or disqualified from proposing on a project.

Subcontractors

DAC does not use subcontractors, as DAC prefers team members that have direct accountability and training by DAC to provide a seamless project delivery and interaction with City staff.

No Conflict of Interest

DAC does not have any actual, apparent, potential, direct or indirect conflicts of interest that may exist with respect to the firm, management, or employees of the firm or other persons relative to the services to be provided for this project.

STATEMENT OF UNDERSTANDING AND SCOPE OF WORK

Disability Access Consultants (DAC) understands that the City of Carpinteria (City) is seeking a qualified firm to inspect, evaluate and prepare reports identifying the extent of construction-related and potential barriers in the City's facilities and public rights of way.

The inspections will identify barriers or potential barriers in accordance with applicable Federal and State accessibility standards and regulations

DAC has extensive knowledge and experience with all Federal and State regulations including but not limited to the ADA up to and including the current 2010 American's Disability Act Standards (ADAS), 28 Code of Federal Regulation (CFR) 35, Title 24 California Building Standards Code, Title II of the ADA, PROWAG, MUTCD, Section 504 and related Federal and State Standards and Regulations.

The reports will assist City staff to develop the prioritization list to further the implementation plan for accessibility barrier removal for both construction related barriers as well as service, program, and activity barriers.

Value Added Items to Enhance the Project at No Additional Cost or that Provide a Cost Savings

DAC has found through its experience of working with City and County Governments and Joint Power Authorities, such as the California Joint Powers Insurance Authority, of which the City of Carpinteria is a member, that certain other items enhance the level of success and implementation of ADA Transition Plans and Self-Evaluations by public entities.

As an additional value at no cost, DAC provides at least one photograph of each noncompliant accessible item or element, a record number for reference, estimated costs and other features to assist with the implementation of the Transition Plan. To provide for easy management of the transition plan and documentation of compliance efforts, DAC has developed web-based software called DACTrak. DACTrak is a powerful tool to manage and update the accessibility plan, project costs and document progress. Custom reports can be easily prepared, printed and saved in a variety of formats.

Disability Access Consultants (DAC) includes the following features at no additional cost:

- Noncompliant findings and recommendations are included in the DACTrak software
- One or more photographs of each noncompliant finding are included
- Additional photographs can be viewed of the noncompliant item by one click
- DACTrak provides a method to schedule and track the barrier removal
- Documentation of progress and compliance using the progress reporting feature of DACTrak
- Priorities can be established and further refined using DACTrak

DACTrak provides for an organized input method that captures all of the information gathered from the site inspections with photographs for each noncompliant finding. In essence, all of the field information is captured in a web-based software package and provides for "green" data collection and avoids paper and pencil checklists and unorganized photographs. DACTrak can also be used on a tablet pc to add new facilities and update compliance assessments and transition plans.

DAC has also found that having usable "software" and not just a database is very important to be able to easily manage and update the transition plan. Our extensive experience with clients needing to have an easy to manage and update plan was the catalyst for DAC to develop our DACTrak software for use by our clients. Thus, other critical issues include:

- Software to update and manage your Transition Plan
- The ability to document progress and barrier removal
- The ability to print custom reports
- The ability to update the plan "automatically" when codes change without re-inspecting sites

- The ability to project costs
- The ability to add or delete facilities

DAC's collection of actual measurements of as-is conditions and GIS information for public rights-of-way is another value added item. The collection of an as-is condition is a valuable asset to allow the user to make an informed decision based on an actual measurement. For example, if a "yes" or "no" approach is utilized to indicate if an item is compliant, the user may not know what the actual level of noncompliance is and would not be able to set a priority or severity rating. If codes change, the information collected can be reprocess without the need to re-inspect, thus providing longevity of the plan and internal capacity of the City in a cost effective manner.

SCOPE OF WORK DETAIL AND DELIVERABLES

The scope of work may include, but is not limited to:

1. Facility Survey/Barrier Assessment

- Survey by DAC of buildings, sites, parks, parking lots and public right-of-way;
- Surveys will identify all physical barriers (interior and exterior) that identify physical barriers in each site in accordance with Title 24 of the California Building Code and the ADA Standards (previously referred to as ADAAG);
- Providing photographs, findings, recommendations, code references, estimated costs, priority settings (in addition to prioritized report) in accessibility software, not just an excel spreadsheet, for accessibility management;
- Identification of actual as-is conditions with photographs (not just compliant or noncompliant notation);
- Providing management, monitoring, and web based tracking tools that will allow staff to manage current and future accessibility issues, update the deficiency status, and generate reports to show progress in meeting the Transition Plan requirements;
- Conducting a survey of City public right-of-ways to include but not limited to sidewalks, crosswalks, pathways, curb ramps for compliance with the ADA, PROWAG, CAMUTCD and other applicable standards and regulations;
- GIS locations will be provided in the DACTrak web based accessibility management software for all public right-of-way measurements;
- Incorporated public right-of-way data and curb ramps into the overall ADA Transition Plan document;

2. ADA Transition Plan

- DAC will develop, in collaboration with the City, an ADA Transition Plan for facilities, buildings, parks and the public right-of-way;
- The ADA requires a minimum of four items to be included in a transition plan. The four (4) requirements will be included in the City's plan, as listed below:
 - the noncompliant finding
 - recommended method for barrier removal
 - process to record a projected schedule for barrier removal
 - the identity of the person that is responsible for the implementation of the plan
- The ADA Transition Plan prepared for the City will also include:
 - Identification of the actual, as-is barrier
 - Method of evaluation of the barrier
 - Prioritization for removal of barriers
 - Estimated costs

- e. Procedures, forms, methodology and technology for monitoring implementation of the plan
- f. Documentation of barrier removal

3. Project Database and Mapping (Added Value at no Additional Cost)

DAC will provide the City with actual accessibility management software, not just electronic database of items contained in the Facility Survey Report. DAC has found that an electronic database does not provide the City with a tool containing integrated photographs needed to implement the plan, set priorities, make notes and print custom reports. If the City does not want to use the software, the data can be placed in an excel spreadsheet.

DAC will provide the City with DACTrak, a web-based monitoring, tracking, and management system at project completion. DACTrak allows users to review and update progress in barrier removal, and to generate many different styles of reports to document progress. DACTrak contains one or more integrated photographs that are attached to the finding, eliminating the need to reference another area or report supplement.

- a) DAC will license DACTrak to the City for a period of two years at no cost to manage all of the field data collected, print custom reports, document progress, estimate costs and perform other management functions;
- b) Data collected will be the property of the City should the City decide for any reason not to continue to use the DACTrak accessibility intake and management software system;
- c) DACTrak will include and provide correlation with field data collected, reports, transition plans, drawings, code references, estimated costs and photographs for each noncompliant accessibility item or element;
- d) Reference maps for GIS information will be provided in addition to a linked mapping system for each item;
- e) DACTrak provides a description, location and record number for each barrier that allows the user to access the information and location;

4. Advisement on methods to perform an ADA Self-evaluation (Programmatic and Policy Review)

- a) DAC will offer advisement to the City in
 - Developing the procedures, forms and postings needed to conduct a self-evaluation of the City's programs, services, activities and events;
 - Conducting the self-evaluation of all relevant public facilities, programs, services, and activities, to include research, field data collection, and data analysis;
 - Reviewing policies, procedures and practices to determine if any are discriminatory or potentially discriminatory;
 - Determining the best method to meet the Title II ADA requirement for opportunities for public input (on-line surveys, questionnaires, postings, notices, meetings, etc.);
 - Compiling a Self-evaluation report.

Activities will include, but are not limited to the following:

1. Orientation/Project Conference, Clarification of Project Scope, and Schedule

DAC will conduct an initial project kick-off with selected City of Carpinteria staff to establish roles and lines of communication, refine project goals, review the overall project schedule, schedule surveys of City of Carpinteria facilities and identify key City of Carpinteria personnel related to the project scope.

More specific activities will include:

- ☐ Information that is needed will be clarified at the initial orientation, if requested or needed. The project methodology is generally designed to develop a comprehensive plan without placing additional activities and impact upon City of Carpinteria staff.
- ☐ Barbara Thorpe of DAC will be designated as the project manager and policy and program analyst and will be the DAC contact for the project and serve as the point of contact for the City of Carpinteria. The CASp designated team member that will coordinate the inspection team during the facility reviews will be Mike Boga. Mike will be directly involved in the project and field evaluations. Other roles and responsibilities of key team members are indicated in the organizational chart and in the description of the roles and responsibilities.
- ☐ Specific methodologies and data collection will be clarified. Operational and procedural requirements will be reviewed, such as coordination of schedules, name tags, project dates and other relevant information. DAC staff members wear DAC company shirts and have DAC identification badges.
- ☐ The initial orientation meeting should include an assessment of previous compliance activities and areas of current or potential litigation. The review of compliance activities and high priority areas will assist with the development of an overall project plan. The review and documentation of prior initiatives will also build a more defensible plan if the City is challenged by litigation.
- ☐ Project objectives will be clarified and elements that may be unique or of particular importance for the City of Carpinteria will be discussed. Items such as community input and staff needs will be confirmed.

- ☐ Hours of operation, schedules and City of Carpinteria activities by location will be discussed.

2. Survey Facilities-Access Compliance Assessment Reports and Software for Transition Plans

- ☐ DAC will survey the facility locations established at the time of contracting or at the kick off meeting. Areas open to the public are required to be accessible. Areas that are staff only and do not have access by the public can be assessed and prioritized differently.
- ☐ As required by the ADA, the 2010 ADA Standards will be compared with state codes (Title 24 of the California Building Code) and the standard that provides the greater level of accessibility utilized. As DAC collects as-is field conditions and records all information, data can be reprocessed if codes change without conducting a re-inspection, thus resulting in a significant savings when codes change and the plan needs to be updated. Items and areas in the DAC site surveys may include, but are not limited to the following:

- Parking
- Parking garages
- Curbs
- Curb ramps
- Entrances
- Passenger Loading Zones
- Crosswalks
- Paths of Travel
- Ramps
- Handrails
- Elevators
- Platform Lifts
- Stairs
- Doors
- Door hardware
- Telecommunications Devices (TDD/TTY)
- Signage-Permanent and Directional
- Visual & Audible Communications and Alarms
- Restrooms
- Drinking Fountains
- Common use areas
- Employee break areas
- Meeting and conference rooms
- Locker Rooms
- Stadiums
- Playgrounds and outdoor areas
- Areas of Rescue Assistance
- Sidewalks
- Intersections
- Transit stops
- Street Furniture
- Trails
- Recreational areas
- Outdoor Developed Areas



- ☐ Assessments and reports will include a high degree of detail with photographs, code references, and cost estimates. The DACTrak software and reports will include additional specifics, such as as-built dimensions, progress reports, additional prioritizations, preset reporting features and other custom reports. Reports will be delivered in the format requested, and reports will also be available using DACTrak. The inclusion of photographs showing the as-is condition has proven to be valuable assistance to clients in the formulation of the decisions regarding barrier removal priorities. The DACTrak software provides an easy to use accessibility management platform that exceeds the ability to manage the plan by hard copies and binders. The assessment report of each facility will include cost estimates to correct deficiencies in accordance with the ADA, Title 24 of the California Building Code.
- ☐ Barriers are identified by building, floor, or location and given a unique identifier record number (UIN) to assist with navigation in the accessibility software and location of the finding and recommendation by area and site. Estimated applicable costs will be given by item and

element in accordance with industry standards. Costs can be easily adjusted to adhere to any cost estimates the City of Carpinteria may utilize.

- ☐ Public Rights-of-Way: The review of public rights-of-way (PROW) is a requirement for ADA compliance.
- ☐ DAC currently provides geographical information (latitude and longitude) for each identified exterior barrier in the public right-of-way that can be incorporated into the City's Geographical Information System (GIS). If this optional item is selected by the City, there is no additional cost for the GIS service as it is incorporated into the DACTrak inspection and intake information collected in the field by the pc tablets used during the inspection of the public rights-of-way accessible items and elements. DAC incorporated the map-linked GIS feature based on the needs of many of our City and County clients.
- ☐ Public rights-of-way that have GIS information and photographs incorporated, include but are not limited to the following:

Sidewalks

- Width
- Cross Slope
- Running slope
- Changes in elevation greater than 1/4 inch and changes in elevation that are not beveled up to 1/2 inch
- Any obstructions in the sidewalk that obstruct or narrow the path of travel such as protruding objects and items that narrow the required width
- Street furniture

Intersections

- Street furniture
- Crosswalks
- Pedestrian ramps-curb ramps; width, slope, side flares, grooved borders, truncated domes, alignment with the crosswalk
- Accessible pedestrian signals
- Traffic stop bars

DAC uses a comprehensive approach to inspecting public rights-of-way (PROW). In order to conduct an assessment of all the requirements in the PROW, DAC conducts manual measurements of the field conditions and enters the information into our DACTrak pc tablet in the field. DAC has found that the use of automated equipment for running slopes on sidewalks, such as ultra-light profilers, do not provide an actual measurement, but only provide a chart showing ranges. In some cases, if a change in level is greater than 1/2 inch, no actual quantifiable information is reported of how much greater or of the severity. In order to get the actual measurements for the sidewalks and intersections, the use of a "profiler" does not provide the measurements needed for items such as automated pedestrian signals and street furniture.

- ☐ Physical access problems that require structural solutions will be documented in the Compliance Assessment/Transition Plan. The proposed method for removal will be provided. The transition plan will identify physical barriers that may limit accessibility of the City of Carpinteria programs, services or activities for individuals with disabilities. The schedule for removal of barriers and appropriate timelines will be developed by the City of Carpinteria.

- ❑ Identified barriers and obstacles will be prioritized as discussed in the Scope of Work. Use of the DACTrak software will provide the City of Carpinteria with an additional tool to reprioritize items depending upon the unique and ongoing needs of the City of Carpinteria and public comments during the public input process. Public and nonpublic areas will be identified, if requested. Employee only areas, for example, as usually given a lower priority for barrier removal.

Adams Street

Sidewalks - Exterior : Sidewalks , Hazards & Gratings

East Side Of Adams Street From Avenue 47 To Highway 111

Change In Level 287 Feet North Of Avenue 47 @ 33.7073, -116.2860

Tripping Hazard Height Non Beveled

Sidewalks , Hazards & Gratings : Tripping
Hazard Height Non Beveled

Finding

Sidewalk has a tripping hazard that is higher than recommended value.

On-Site Finding 0.50 inches

Recommendation

Make sure that the sidewalk has no tripping hazards.

Recommended Up to 0.25 inches

Costing Information (Estimated)

Remove tripping hazards.

\$198

Code Reference:

ADA 4.3.CA 1133B



Record Number : 33590

2611

2307

2926

- ❑ Detailed findings, inspection intake records and digital photos are utilized during the intake process. Findings are incorporated into the transition/barrier removal plans. Information collected during the survey process is preloaded by DAC into our DACTrak accessibility management software.
 - ❑ DAC team members from the Oroville, California office will conduct on-site inspections on our DACTrak pc tablets or slates and export the on-site field conditions for processing by our servers the same day of the inspection while located in Carpinteria. Thus, the draft report is ready the same day or at the end of the inspection of the particular site. Cost estimates are then refined by Michael Boga, Inspection Team Leader, in collaboration with the City. If the City has utilized particular cost estimates for standard nonaccessible items or elements, then the City's cost is entered into the DACTrak program. The on-site facility team leader conducts a quality assurance review and contacts the field inspector regarding any items in the report that may need further investigation. The on-site facility team leader completes any necessary edits and the final quality control editor is notified that the report is ready for the final edit.
3. Compliance Assessment/Transition Plan Reports and Implementation
- ❑ Following the completion of facility and public rights of way surveys, DAC will present the transition plan and findings by demonstrating the use of the DACTrak Accessibility Management software program and providing a training session. The City will have use of the DACTrak software for a period of two years at no cost to update and manage their information and print progress reports and other custom report formats.
 - ❑ The draft plan shall describe the methods that will be used to make the facilities accessible and outline a strategy over time. It is recommended that the schedule and timelines be developed by the City of Carpinteria. It is not recommended that DAC unilaterally place dates

in the plan that the City of Carpinteria may not approve, and DAC would not want to inadvertently commit the City of Carpinteria to dates that may be unrealistic or inappropriate. The projected schedule for barrier removal is required by the ADA for the development and implementation of the required transition plan. It is anticipated that the City would opt for a phased implementation plan with a timeline of a minimum of five years.

Welcome, mbuga | Support | Sign Out | Help

DACTrak Reports Tools Support

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Facility: Boys & Girls Club

Parking - Exterior : Parking Lot , Parking Space

Parking Off Of Park Avenue

Left Accessible Space

Parking Space Width

Finding
The accessible parking space does not meet the minimum requirements for width.
On Site Finding: 98.00 inches

Recommendation
Re-stripe the accessible parking space.
Recommended: At least 108.00 inches

Costing Information
Re-stripe existing parking space. \$350.00

Citations
ADA 4.6.3
CA 11298.4



1 2 3 4 5 of 5

Priority: 3
Progress: Not Started
Resolution:

Projected Date of Completion: 4/12/2012
Actual Date of Completion:
Actual Cost:

New Comment: Send PO to ABC Contracting

Prev 5 < 6 7 8 9 10 > Next 4 of 14

- ☐ Cost estimates will be provided when available for the specific item or element and can be easily be adjusted in the DACTrak software to utilize any specific costs adopted by the City of Carpinteria.
- ☐ The phased implementation plan is best developed in collaboration with the City of Carpinteria. DAC will recommend a prioritized plan that can be modified and updated by the City.
- ☐ It is not recommended, nor is it required that the ADA Self-Evaluation be approved by City Council. Projected dates that are incorporated into the plan may become problematic if the dates are not met. The plan is intended to be a working, ongoing plan that benefits from flexibility.

SCHEDULE: SCOPE OF SERVICES SUMMARY BY ESTIMATED TIMELINES

Based upon experience, a project milestone chart is provided in months.

Scope of Service –Activity or Task	1	2	3
DAC Team Meeting with City of Carpinteria; kick-off meeting; survey methodologies, deliverables and schedule confirmation			
Project planning, scheduling			
Field inspection data compiled for City buildings, facilities, parks and public rights of way			
Deliverables completed and presented to selected City staff			

DAC agrees to survey City of Carpinteria facilities as listed below:

Facilities:

- City Hall/Police
- Veterans Memorial Hall
- Carpinteria Community Pool
- Seaside Building
- Carpinteria Boathouse
- Carpinteria Beach Store (if available at time of survey)

Parks and associated pedestrian and bike trails

- Memorial Park
- Heath Ranch Park
- El Carro Park
- Viola Fields/Carpinteria Nature Bluffs Preserve
- Monte Vista Park
- Marsh Park
- Franklin Creek Park
- Tar Pits Park
- City Beach
- Carpinteria Creek Park
- Bluffs II Trails
- Trail in Venoco Parking Lot

City Parking Lots

- Parking Lot 1 – located at 9th St & Elm Ave. Has restroom.
- Parking Lot 2 – located on Cactus Lane between Carpinteria Ave and Wullbrandt Way. No restroom.
- Parking Lot 3 – located at Linden Ave & 5th St. Has a restroom.
- Small lot on Wullbrandt Way, approximately 16 stalls.

Public Rights of Way

- Sidewalks and curb ramps along thirty two (32) centerline street miles that are maintained or owned by the City of Carpinteria
- Three (3) signalized intersections that are within City boundaries.

Additional Information

Insurance Coverage and Stability

Disability Access Consultants carries all the necessary insurance coverage, such as general liability, automobile liability, worker's compensation and employer's liability, and professional errors and omissions malpractice liability insurance. DAC has a no claims record on all policies for our entire 17 years in business and does not have any pending or current litigation.

Minority Utilization and Affirmative Action

DAC is an equal opportunity employer and has recruited minorities and veterans. DAC's quality control team leader is a Vietnam veteran with a disability.

Background Checks and Fingerprinting

All employees of Disability Access Consultants have been fingerprinted and have background checks. DAC has FBI and DOJ fingerprint clearances on file for DAC staff. We have conducted studies for school districts, state and local governments, the Federal Government, Judicial Chambers and Correctional Institutions that require background checks. DAC has found that background checks are important

especially in situations where inspection staff may be working near children, and are required in certain situations.

Supplemental Materials

Actual screen shots from the DACTrak accessibility management software from the City of La Quinta and the Fair Oaks Recreation and Park District are also included as an appendix.

APPENDIX

Sample DACTrak Screen Shots and Information

These samples are generated from the DACTrak Accessibility Management web-based software program. The following screen shots are recent examples of the DACTrak Management software prepared for several public entity clients.

DACTrak

Reports
Tools

Clients: City of La Quinta
Projects: Buildings

Buildings

Project Information
Address : 78-495 Calle Tampico La Quinta, CA 92253
Start Date : 7/6/2011

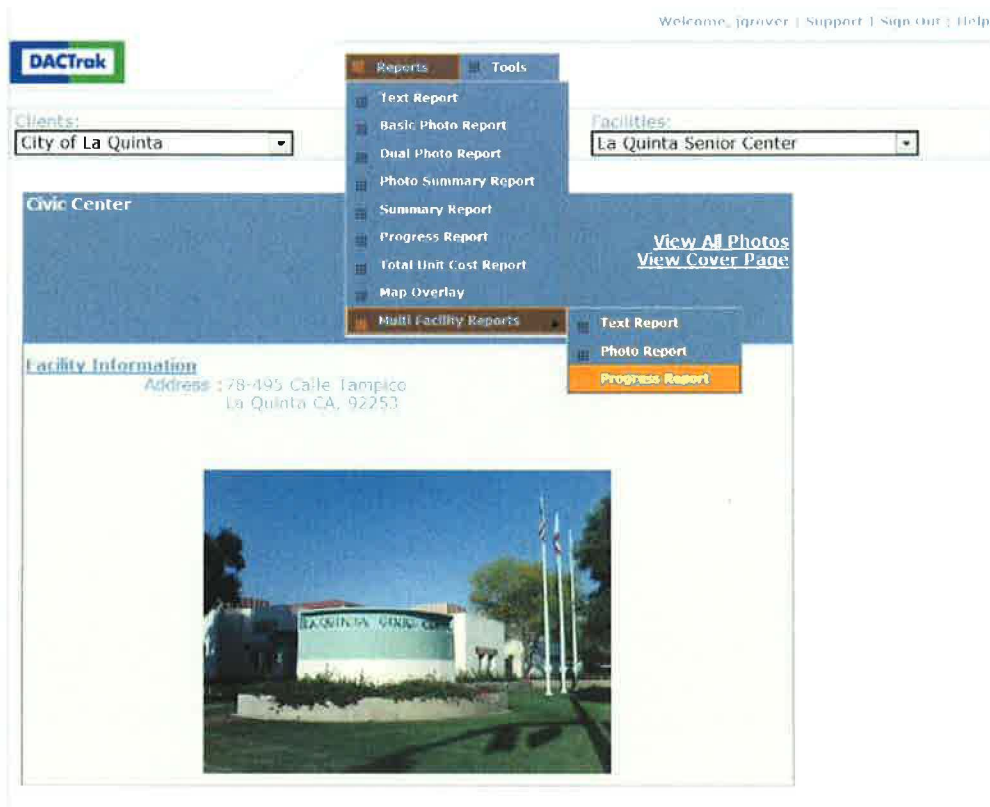
Facility List	
Boys & Girls Club	49995 Park Avenue La Quinta, CA 92253
City Of La Quinta Sports Complex	Sports Complex La Quinta, CA 92253
Civic Center	78-495 Calle Tampico La Quinta, CA 92253
Fire Station #70	54001 Madison Street La Quinta, CA 92253
Fire Station #93	44555 Adams Street La Quinta, CA 92253
La Quinta Library	78-275 Calle Tampico La Quinta, CA 92253
La Quinta Museum	77-885 Avenida Montezuma La Quinta, CA 92253
La Quinta Senior Center	78-450 Avenida La Fonda La Quinta, CA 92253
La Quinta YMCA Daycare	49-955 Avenue 50 La Quinta, CA 92253
New Fire Station (Fire Station #32)	78111 Avenue 52 La Quinta, CA 92253
Police Substation	51351 Avenida Bermudas La Quinta, CA 92253
Public Works & Maintenance	78109 Avenue 52 La Quinta, CA 92253
Silver Rock Temporary Clubhouse	79-179 Ahmanson Lane La Quinta, CA 92253
Silverrock Maintenance Building	79-600 54 Avenue La Quinta, CA 92253

Fair Oaks Recreation and Parks District

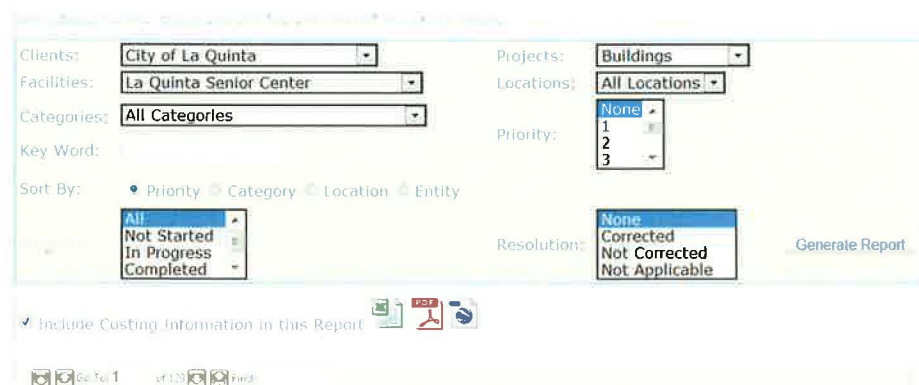
Project Information
Address : 4150 Temescal Street Fair Oaks, CA 95628
Start Date : 4/8/2011

Facility List	
Arts & Crafts Building	7997 California Avenue Fair Oaks, CA 95628
Bannister Park	3820 Bannister Road Fair Oaks, CA 95628
Community Clubhouse	7997 California Avenue Fair Oaks, CA 95628
District Office	4150 Temescal Street Fair Oaks, CA 95628
Fair Oaks Park	11549 Fair Oaks Boulevard Fair Oaks, CA 95628
Fair Oaks Preschool	8090 Grand Avenue Fair Oaks, CA 95628
Little Phoenix Park	9041 Phoenix Avenue Fair Oaks, CA 95628
McMillan Center	8020 Temple Park Road Fair Oaks, CA 95628
Miller Park	8480 Sunset Avenue Fair Oaks, CA 95628

Upon logging in to the secure DACTrak website, you are able to choose the facility you would like to view and manage. These two screen shots are examples of facility lists for two recent public entity transition plan projects.



After choosing a facility, you are able to use Reports drop down menu to choose which report style to view. You may also choose to view multiple facilities in one report.



This screenshot is an example of the home page for a Basic Photo Report. The sort and filter panel allows users to quickly run reports that generate findings for specified locations or categories, or by progress, priority or resolution status.



La Quinta Library

Doors - Chamber Of Commerce : Door , Hardware

Door Between Library & Chamber Of Commerce

Push Bar / Lever

Door , Hardware : Door Opening Pressure

Finding

The door opening force for this door is greater than allowed.

On-Site Finding 10.00 pounds

Recommendation

Adjust the closer on the door to meet the door opening force requirements.

Recommendation Up to 5.00 pounds

Costing Info (Estimated)

Adjust door closer pressure. \$25



Code Reference CA 1133B.2.5, ADA 404.2.9

Progress

Record Number	43596	Resolution	None
Progress	Not Started	Actual Date	
Projected Date	06/30/2013	Priority	Two
Actual Cost	\$0.00		
Contractor			
Comments	No Comments		

La Quinta Museum

Doors - Museum 1st Floor : Door , Hardware

Archives 102

Lever

Door , Hardware : Door Opening Pressure

Finding

The door opening force for this door is greater than allowed.

On-Site Finding 8.00 pounds

Recommendation

Adjust the closer on the door to meet the door opening force requirements.

Recommendation Up to 5.00 pounds

Costing Info (Estimated)

Adjust door closer pressure. \$25



Code Reference CA 1133B.2.5, ADA 404.2.9

Progress

Record Number	43936	Resolution	None
Progress	Not Started	Actual Date	
Projected Date		Priority	Two
Actual Cost	\$0.00		
Contractor			
Comments	No Comments		

These two screenshots are examples of a finding page in a Basic Photo Report. This type of report shows the user the finding, with accompanying recommendation to correct the non-compliant item, the associated photo, code reference(s), estimated cost to remove the barrier, and any progress that has been added to update the transition plan.

Fair Oaks Park

Path of Travel - Exterior : Path Of Travel , Walking Surfaces

Path Of Travel At The Basketball Court

Exterior Walkway

Walking Surface Slope

Finding

There are slopes greater than allowed maximum slope on the primary path of travel.

On-Site Finding 14.70 percent

Recommendation

Provide compliant sidewalk.

Recommended Up to 5.00 percent

Costing Information (Estimated)

Install compliant pathway.

\$1,840

Path Of Travel , Walking Surfaces : Walking Surface Slope



Code Reference:
ADA 4.3.7, CA 11338.7.3

Record Number : 988033

Path of Travel - Exterior : Path Of Travel , Walking Surfaces

Path Of Travel At The Entrance To The Horticultural Center

Exterior Walkway

Walking Surface Slope

Finding

There are slopes greater than allowed maximum slope on the primary path of travel.

On-Site Finding 6.40 percent

Recommendation

Provide compliant sidewalk.

Recommended Up to 5.00 percent

Costing Information (Estimated)

Install compliant pathway.

\$1,840

Path Of Travel , Walking Surfaces : Walking Surface Slope

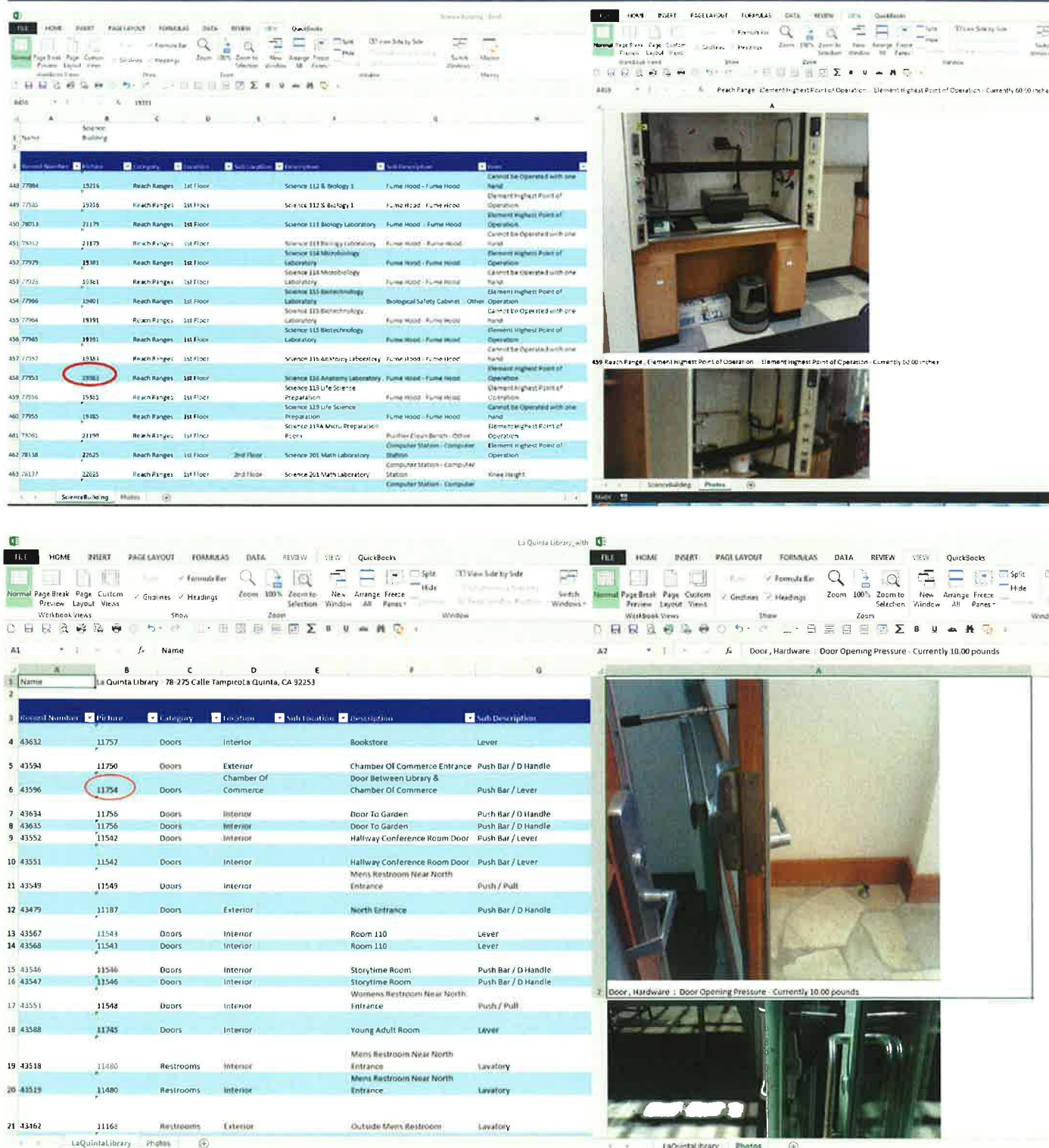


Code Reference:
ADA 4.3.7, CA 11338.7.3

Record Number : 987873

This screenshot is an example of a finding page in a Dual Photo Report. This type of report shows the user two findings per page, with accompanying recommendations to correct the non-compliant item, the associated photo, code reference(s), and estimated cost to remove the barrier.

The Dual Photo and Basic Photo Reports may be exported to an Excel workbook for easy management of the transition plan data. The Excel workbook exports into a pre-formatted table with the filter function atop each data column. The report is a fully functioning Excel spreadsheet that may be sorted, filtered and manipulated by the user. The column for Picture identification numbers includes cells that are live links to the second tab of the workbook which contains report photos. Clicking the cell for a particular report finding will bring up the associated picture on the Photos tab.



The screenshot displays an Excel spreadsheet with the following data:

Request Number	Picture	Category	Location	Sub-Location	Description	Sub-Description
448	77984	Reach Ranges	1st Floor	Science 112 & Biology 1	Fume Hood - Fume Hood	Cannot Be Operated with one hand
449	77985	Reach Ranges	1st Floor	Science 112 & Biology 1	Fume Hood - Fume Hood	Element Highest Point of Operation
450	78013	Reach Ranges	1st Floor	Science 113 Biology Laboratory	Fume Hood - Fume Hood	Element Highest Point of Operation
451	78012	Reach Ranges	1st Floor	Science 113 Biology Laboratory	Fume Hood - Fume Hood	Cannot Be Operated with one hand
452	77979	Reach Ranges	1st Floor	Science 114 Microbiology Laboratory	Fume Hood - Fume Hood	Element Highest Point of Operation
453	77978	Reach Ranges	1st Floor	Science 114 Microbiology Laboratory	Fume Hood - Fume Hood	Cannot Be Operated with one hand
454	77966	Reach Ranges	1st Floor	Science 115 Biotechnology Laboratory	Biological Safety Cabinet - Other	Element Highest Point of Operation
455	77964	Reach Ranges	1st Floor	Science 115 Biotechnology Laboratory	Fume Hood - Fume Hood	Cannot Be Operated with one hand
456	77965	Reach Ranges	1st Floor	Science 115 Biotechnology Laboratory	Fume Hood - Fume Hood	Element Highest Point of Operation
457	77957	Reach Ranges	1st Floor	Science 116 Anatomy Laboratory	Fume Hood - Fume Hood	Cannot Be Operated with one hand
458	77953	Reach Ranges	1st Floor	Science 116 Anatomy Laboratory	Fume Hood - Fume Hood	Element Highest Point of Operation
459	77956	Reach Ranges	1st Floor	Science 117 Life Science Preparation	Fume Hood - Fume Hood	Element Highest Point of Operation
460	77955	Reach Ranges	1st Floor	Science 117 Life Science Preparation	Fume Hood - Fume Hood	Cannot Be Operated with one hand
461	78061	Reach Ranges	1st Floor	Science 118 Micro Preparation Room	Fume Hood - Fume Hood	Element Highest Point of Operation
462	78138	Reach Ranges	1st Floor	Science 201 Math Laboratory	Computer Station - Computer Station	Element Highest Point of Operation
463	78137	Reach Ranges	1st Floor	Science 201 Math Laboratory	Computer Station - Computer Station	Element Highest Point of Operation

The 'Photos' tab is visible at the bottom, showing two photos of a laboratory setting. The first photo shows a fume hood with a reach range. The second photo shows a fume hood with a reach range. The 'Sub-Description' column contains details about the findings, such as 'Cannot Be Operated with one hand' and 'Element Highest Point of Operation'.

Welcome, |grover | Support | Sign Out | Help

DACTrak

Reports Tools

Clients: City of La Quinta

Buildings: Buildings

Buildings

Project Information

Address : 78-495 Calle Tampico La Quinta, CA 92253
Start Date : 7/6/2011

Facility List

Boys & Girls Club	49995 Park Avenue La Quinta, CA 92253
City Of La Quinta Sports Complex	Sports Complex La Quinta, CA 92253
Civic Center	78-495 Calle Tampico La Quinta, CA 92253
Fire Station #70	54001 Madison Street La Quinta, CA 92253
Fire Station #93	44555 Adams Street La Quinta, CA 92253
La Quinta Library	78-275 Calle Tampico La Quinta, CA 92253
La Quinta Museum	77-885 Avenida Montezuma La Quinta, CA 92253
La Quinta Senior Center	78-450 Avenida La Fonda La Quinta, CA 92253
La Quinta YMCA Daycare	49-955 Avenue 50 La Quinta, CA 92253
New Fire Station (Fire Station #32)	78111 Avenue 52 La Quinta, CA 92253
Police Substation	51351 Avenida Bermidas La Quinta, CA 92253
Public Works & Maintenance	78109 Avenue 52 La Quinta, CA 92253
Silver Rock Temporary Clubhouse	79-179 Ahmanson Lane La Quinta, CA 92253
Silverrock Maintenance Building	79-600 54 Avenue La Quinta, CA 92253

Tools

- Project Portfolio
- Project Home
- Facility Home
- Change Password
- Contact Us
- Record Manager**
- Global Progress Editor**
- Priority Manager**

Users can update progress using the Tools drop down menu.

Record Manager allows each record to be updated individually.

Global Progress Editor allows many records to be updated at once with identical information.

Priority Manager allows many records to be updated at once with unique information.

DACTrak

Reports Tools

Please select the client, project, facility, location and category to generate list of initial data to manage.

Clients: Fair Oaks Recreation and Parks District Projects: Fair Oaks Recreation and Parks District

Facilities: Fair Oaks Park Locations: All Locations

Categories: All Categories

Generate List

Name	Deficiency Type	Location
Accessible Parking	Element	Exterior
Benches Near The Play Area	Element	Exterior
Community Garden Parking Lot	Element	Exterior
Continuing Path Of Travel From The Softball Fields To The Skate Park	Element	Exterior
Curb Ramp From The Accessible Space Near The Play Area	Element	Exterior
Directional Signage From The Public Right Of Way	Element	Exterior
Directional Signage To All Common Areas	Element	Exterior
Drinking Fountain At The Horticultural Center	Element	Exterior
Drinking Fountain Near The BBQ Area	Element	Exterior
Drinking Fountain Near The Restrooms	Element	Exterior
Drinking Fountain Near The Skate Park	Element	Exterior
Drinking Fountain Near The Softball Field Concession Stands	Element	Exterior
Gates To The Community Garden	Element	Exterior
Horticultural Center	Element	Exterior
Left Curb Ramp From The Accessible Spaces Near The Skate Park	Element	Exterior
Mens & Womens Restrooms	Element	Restrooms
Mens Restroom	Element	Restrooms
Mens Restroom	Element	Restrooms

Record Manager allows the user to choose which record to update individually.

DACTrak Reports Tools

1 2 of 2 Back to List

Facility: Fair Oaks Park

Curb Ramps - Exterior : Curb Ramp

Curb Ramp From The Accessible Space Near The Play Area

No Detectable Warnings

Finding
The curb ramp does not provide a detectable warning surface which includes truncated domes.
On Site Finding: Not Found

Recommendation
Provide compliant detectable warnings to surface.
Recommended: See Above

Costing Information
Provide detectable warning to surface: \$144.00

Citations
CA 11278.5.8
ADA 4.7.7

Curb Ramp : No Detectable Warnings



1 of 2

Priority: None
Progress: Not Started
Resolution: Select One

Projected Date of Completion
Actual Date of Completion
Actual Cost

New Comment

Update Cancel

1 2 of 2

Once a record is chosen in Record Manager, the user can set the priority, select the status of progress, add projected and actual dates of completion and also document any notes regarding the record.

Drinking Fountains - Exterior : Drinking Fountains

Drinking Fountain Near The Skate Park

Clear Floor Space Slope

Finding
The Clear Floor Space Slope is not compliant.
On Site Finding: 8.40 percent

Recommendation
Provide compliant Clear Floor Space at the drinking fountain.
Recommended: Up to 2.00 percent

Costing Information
(None) \$0.00

Citations
ADA 4.15.5

Drinking Fountains : Clear Floor Space Slope



1 of 1

Drinking fountain not operational at time of inspection.

Priority: 1
Progress: Completed
Resolution: Corrected

Projected Date of Completion: 6/1/2011
Actual Date of Completion: 7/8/2011
Actual Cost: 565.33

New Comment: Slope corrected and verified to be compliant by inspector #36. Repair grass area near fountain.

Update Cancel

This screen shot represents an example of a record with progress, updates and comments added.

Record Manager

Welcome, Bthorpe | Support | Sign Out | Help

DACTrak Reports Tools Support

Facility: Sacramento National Wildlife Refuge Back to List

Restrooms - Visitors Center : Restroom , Toilet Compartment

Mens Visitor Center Restroom

Toilet Compartment Width

Finding
There is insufficient clear floor space in the compartment
On Site Finding: 41.75 inches

Recommendation
Modify or replace the compartment to provide adequate clear floor space:
Recommended: At least 60.00 inches

Costing Information
Install accessible stall: \$4,000.00

Citations
ADA 604.8.1.1

1 2 3 of 3

Remove one urinal, provide a compliant urinal, and make the toilet compartment accessible when the new visitors center is completed.

Priority: None Projected Date of Completion
Progress: Not Started Actual Date of Completion
Resolution: Select One Actual Cost

New Comment

Update Cancel

1 2 3 of 3

Powered By DACTrak

Record Manager gives an Administrator the most options to examine, manage and update the transition plan for the selected site.

By clicking on the photo number, the Administrator can view more than one photo within the same screen.

All comments saved using the Update command are shown under the finding. All new comments that are added will also be listed in this area.

An Administrator is able to view findings related to the same element by using the advance controls, also located under the tool bar at the top of the page.

Record Manager

Welcome, Bthorpe | Support | Sign Out | Help

DACTrak Reports Tools Support

Facility: Sacramento National Wildlife Refuge Back to List

Reach Ranges - Exterior , Check Station : Reach Range , Element Highest Point Of Operation

Check Station

Map Box - Other

Element Highest Point Of Operation

Finding
The highest point of operation for the element is not compliant.
On Site Finding: 59.67 inches

Recommendation
Make sure that the highest point of operation is within the recommended value:
Recommended: 28.00 - 44.00 inches

Costing Information
Readjust element height: \$50.00

Citations
ADA 309
ADA 308
ADA 902.4.2

1 of 1

Reach Range , Element Highest Point Of Operation : Element Highest Point Of Operation

Priority: 1 Projected Date of Completion: 6/6/2012
Progress: In Progress Actual Date of Completion
Resolution: Select One Actual Cost

New Comment

Staff to relocate when repainting building in July 2012

Update Cancel

1 2 3 of 3

Powered By DACTrak

A priority level of 1 through 7 can be assigned to the element.

Projected and actual dates of completion are entered here. The Administrator can also add the actual cost of bringing the element into compliance for budgeting and expense reporting.

New Comments can be added here and saved using the Update command.

DACTrak Reports Tools

Please select the Facility, Project, and Location to view the data and add new records.

Clients: Fair Oaks Recreation and Parks District Projects: Fair Oaks Recreation and Parks District
 Facilities: Fair Oaks Park Locations: All Locations
 Categories: Passenger Loading Zones Generate List

Location	Element Description	Finding	Progress	Projected Completion Date	Actual Completion Date
Exterior	Passenger Loading Zone At The Horticultural Center	There is less than the minimum required length in the access aisle at the passenger loading zone.			
Exterior	Passenger Loading Zone At The Horticultural Center	The slope of the asphalt surface for the access aisle at the passenger loading zone is greater than 2%.			
Exterior	Passenger Loading Zone At The Horticultural Center	There is no signage designating accessibility posted at the passenger loading zone.			
Exterior	Passenger Loading Zone At The Horticultural Center	There are no detectable warning devices provided at the passenger loading zone.			
Exterior	Passenger Loading Zone Near The Restrooms	There is no signage designating accessibility posted at the passenger loading zone.			
Exterior	Passenger Loading Zone Near The Restrooms	The slope of the asphalt surface for the access aisle at the passenger loading zone is greater than 2%.			
Exterior	Passenger Loading Zone Near The Restrooms	There are curbs between the access aisle and the vehicle pull-up space.			

Projected Date: Clear
 Actual Date: Clear
 Priority: Not Started
 Progress: Set
 Resolution: Set

This is an example of Global Progress Editor, where the user may select many records to update at one time. In this example, the category has been filtered to Passenger Loading Zones using the Categories drop down menu.

DACTrak Reports Tools

Please select the Area, Project, and Location to view the data and add new records.

Clients: City of La Quinta Projects: Buildings
 Facilities: Silverrock Maintenance Building Locations: All Locations
 Categories: Sinks Generate List

Location	Element Description	Finding	On Site Finding	Priority	Progress	Resolution	Projected Completion Date	Actual Completion Date	Cost Responsibility	Contractor
Interior	Maintenance Sink counter Bay	height is not compliant.	35.32 inches	None	None	None			None	
Interior	Maintenance Sink counter Bay	The height of the controls and operating mechanisms for the dispenser is not at the correct height.	55.75 inches	None	None	None			None	
Interior	Maintenance Sink counter Bay	The height of the controls and operating mechanisms for the dispenser is not at the correct height.	49.50 inches	None	None	None			None	

Select conflicts from the left column, and enter new values in the right column. Move the field back.

Submit

This is an example of Priority Manager, where the user may select many records to update with unique information from one screen. The user may select progress information from the drop down menus and enter dates for each line item. All information is updated with one click of the Submit button. In this example, the category has been filtered to Sinks using the Categories drop down menu.

When GPS information is recorded for the location of an outdoor finding, such as the sidewalk report below, a Map Overlay report is available to view on DACTrak. This report shows a map of the area where the survey was performed, and pinpoints the location of the finding. Clicking on the pinpoint brings up a screen showing the finding, recommendation to bring the item into compliance, a photo of the finding and the associated code references.

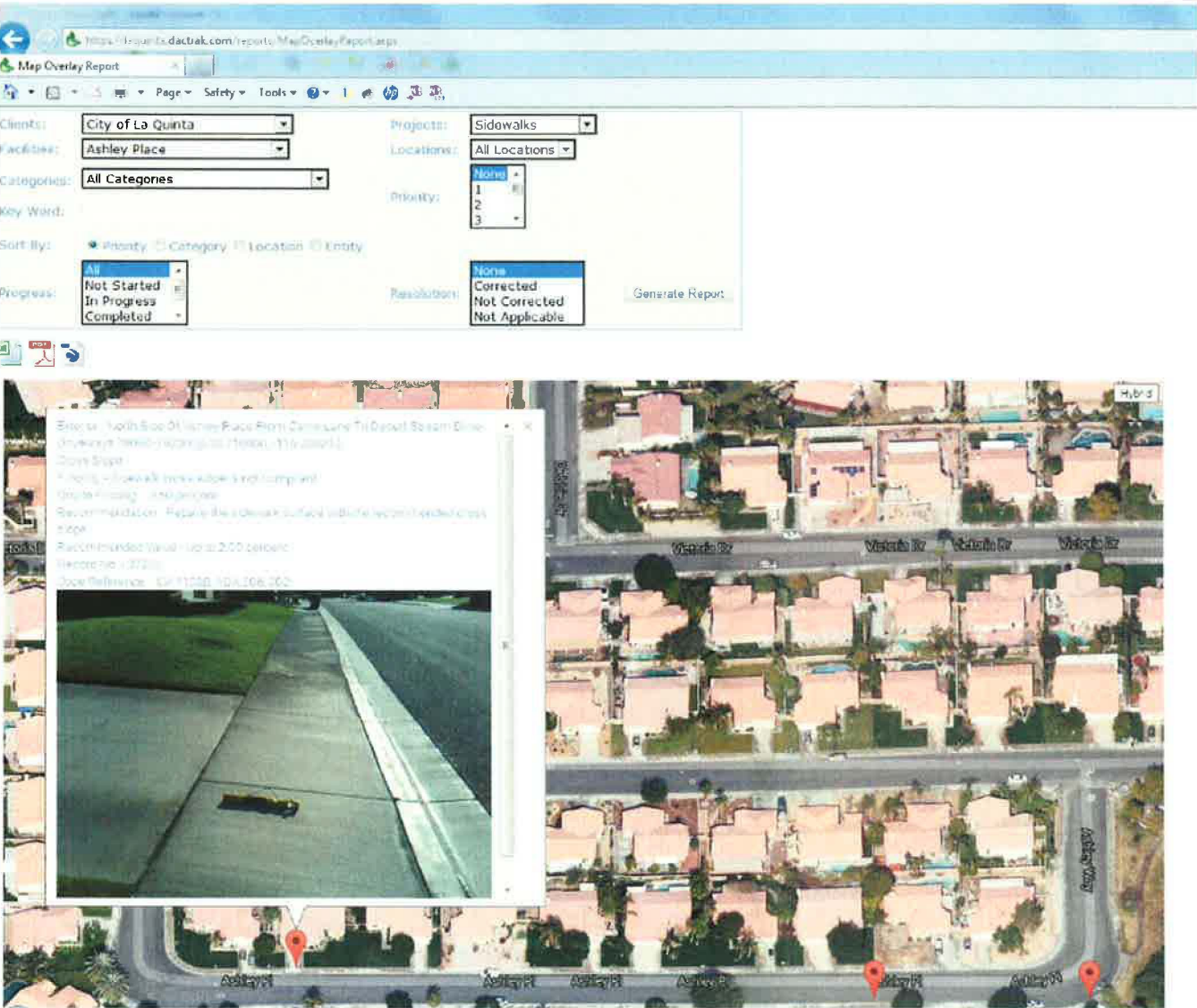


EXHIBIT B
PAYMENT SCHEDULE



FEE SCHEDULE -BILLING RATES AND NOT TO EXCEED COST –February 2015

Total Not to Exceed Billing Rates and Cost

Disability Access Consultants (DAC) proposes the following rates for all services to be performed for the City of Carpinteria:

1. Hourly rates are indicated in the Schedule for Activities/Staff and Billing Rates Chart.
2. There are no reimbursable charges and all expenses are included.
3. The method of payment will adhere to City of Carpinteria payment policies and frequencies.

A total proposed cost for the performance of all services described in the scope of services is indicated in the chart.

An estimated cost breakdown for each major component of service is indicated in the chart below, listed by the team member who will be performing the service.

Team Member	Task or Activity	Total Hours	Rate	Costs
Project Manager	Kick-off Meeting, Meetings with City and other ADA Compliance and Advisory Teams, Coordination of Tasks and Project Updates for Designated City Staff	40	120.00	4,800
Director of Operations	Coordinate and schedule sites, collaborates with City; provide project updates	30	65.00	1,950
Senior Accessibility Specialist Team Leader	Quality Control/Meetings with City and other ADA Compliance and Advisory Teams/Facility Inspections/Coordination of Team	35	95.00	3,325
Accessibility Specialist	Facility Inspections of Buildings and Parks and Trails	172	75.00	12,900
Accessibility Specialist	Surveys of Public Rights of Way, includes sidewalks (cross slope, running slope, changes in elevation, interruptions, street furniture) curb ramps, and 3 signalized intersections	150	75.00	11,250
Policy and Procedures Specialist/Project Manager	Advisement in evaluation of Policies, Procedures, Practices, Alternate Formats, Communication Methods for Self-Evaluation; Development of Self-Evaluation; public input, public outreach	10	120.00	1,200
Information Specialist	Prepare software, deliver software, custom reports DACTrak Training & licensure of DACTrak at no cost for two years.	15	No charge	0
Report editors	Quality assurance	31	80.00	2,400
Clerical assistance	Production, printing	5	55.00	275
SUBTOTAL OF FACILITIES				\$23,265
SUBTOTAL OF PUBLIC RIGHTS OF WAY				\$14,915
TOTAL NOT TO EXCEED COST OF ALL SERVICES (INCLUDES EXPENSES)				\$38,180

Respectfully submitted on February 27, 2015 by Barbara Thorpe, President

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/9/2015

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 may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cavignac & Associates 450 B Street, Suite 1800 San Diego, CA 92101-8005 License No. 0A99520	CONTACT NAME: Certificate Department	
	PHONE (A/C, No, Ext): 619-234-6848	FAX (A/C, No): 619-234-8601
INSURED Disability Access Consultants, LLC 23025 N 15th Ave., Suite 204 Phoenix, AZ 85027 United States	E-MAIL ADDRESS: certificates@cavignac.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: GOLDEN EAGLE INS CO	
	INSURER B: NATL FIRE INS CO HARTFORD	
	INSURER C: PHILADELPHIA IND INS CO	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 304756

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC			B4022222820	2/13/2015	2/13/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS			BA1069847	9/7/2014	9/7/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Professional Liability			PHSD924234	3/13/2014	3/13/2015	Ea Claim & Aggreg \$5,000,000

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

Prof. Liab. - Claims made, defense costs included within limit.

CERTIFICATE HOLDER**CANCELLATION**City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013-2698
United States

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

Jeffrey W. Cavignac

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IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C., OF THIS ENDORSEMENT FOR THESE DUTIES.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED ENDORSEMENT
WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE
&
BLANKET WAIVER OF SUBROGATION
Architects, Engineers and Surveyors**

This endorsement modifies insurance provided under the following

**BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS**

- A. WHO IS AN INSURED (Section C.)** of the Businessowners Liability Coverage Form is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement, but the written contract or written agreement must be
1. Currently in effect or becoming effective during the term of this policy; and
 2. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."
- B. The insurance provided to the additional insured is limited as follows:**
1. That person or organization is an additional insured solely for liability due to your negligence specifically resulting from "your work" for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured
 2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
 3. The coverage provided to the additional insured within this endorsement and section titled **LIABILITY AND MEDICAL EXPENSE DEFINITIONS – "Insured Contract" (Section F.9.)** within the Businessowners Liability Coverage Form, does not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement
 4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
 - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project of which you serve as construction manager; or
 - b. Inspection, supervision, quality control, engineering or architectural services done by you on a project of which you serve as construction manager
 5. This insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of:
 - a. The construction or demolition work while you are acting as a construction or demolition contractor. This exclusion does not apply to work done for or by you at your premises
- C. BUSINESSOWNERS GENERAL LIABILITY CONDITIONS – Duties In The Event of Occurrence, Offense, Claim or Suit (Section E.2.)** of the Businessowners Liability Coverage Form is amended to add the following:
- An additional insured under this endorsement will as soon as practicable:
1. Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;

2. Tender the defense and indemnity of any claim or "suit" to us for a loss we cover under this Coverage Part,
3. Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part, and
4. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured

D. OTHER INSURANCE (Section H. 2. & 3.) of the Businessowners Common Policy Conditions are deleted and replaced with the following.

2. This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing to the additional insured's own coverage. This insurance is excess over any other insurance to which the additional insured has been added as an additional insured by endorsement.
3. When this insurance is excess, we will have no duty under Coverages A or B to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured

against that "suit" If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

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

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

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

E. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (Section K.2.) of the Businessowners Common Policy Conditions is deleted and replaced with the following:

2. We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included within the "products-completed operations hazard."



City of Carpinteria

COUNCIL AGENDA STAFF REPORT March 9, 2015

ITEM FOR COUNCIL CONSIDERATION

Proposed food concessionaire agreement adjacent to the Linden Avenue street end

STAFF RECOMMENDATION

Action Item X ; Non-Action Item

Staff recommends that City Council approve and authorize the City Manager to execute the food concessionaire agreement.

Motion: Authorize the City Manager to execute the food concession agreement with Roger and Penelope Gilbert for a one year term with two one year extensions.

BACKGROUND

Since 1993 the City has had a concession program that includes a beach store and a food concession at the end of Linden Avenue. Roger and Penelope Gilbert, DBA Santa Barbara Sno Cones, have entered into an agreement with the City over the past three years to operate a small concession trailer as depicted on pages 12 and 13 of this report. They have expressed an interest in entering another agreement to continue this service.

DISCUSSION

A food concession at the beach provides a convenient service attracting tourists and local residents to our beach area and downtown. Local families and tourists are attracted to our beach because of the high level of cleanliness and family friendly attributes.

Roger and Penny Gilbert, residents of Carpinteria, have provided reliable consistent service with a variety of choices including hot dogs, chips, sodas, and snow cones at family friendly prices. The concession is present during the day over the summer months and is removed from the site each evening. The hours of operation begin no earlier than 7:00 a.m. and no later than 9:00 p.m.

POLICY CONSISTENCY

Under the Land Use Element of the General Plan it is states the desire to maintain the positive benefits of tourism and refers to tourism in Appendix F, Glossary of Planning Terms as “the business of providing services for persons traveling for pleasure, tourism contributes to the vitality of the community by providing revenue to local business.” Concessions at the beach conform to these statements by providing convenience services that support the local economy.

If approved, the concessionaire will have a contractual relationship with the City based upon an agreed compensation. The agreement provides for City control of concession operations to ensure an appropriate outcome.

FINANCIAL CONSIDERATIONS

The concession has minimal fiscal impact. The compensation to the City covers staff time and utilities. The City allows the concessionaire to use City provided electricity and water at the site.

LEGAL

The concessionaire is required to obtain a City business license, all required health permits and insurance.

The City Council has the authority to enter into an agreement at its discretion and consequentially a peddlers permit is not required, as stated in a memo from the City Attorney May 7, 1996. See attachment C.

OPTIONS

1. Council may authorize the City Manager to execute the concession agreement as presented.
2. Council may authorize the City Manager to execute the concession agreement with changes.
3. Council may provide alternate direction to staff.

PRINCIPAL PARTIES EXPECTED AT MEETING

No principal parties are expected to attend the meeting.

ATTACHMENTS

- A. Proposed Agreement for Services
- B. Proposed menu and price list

Staff contact: Ann Meyer
annm@ci.carpinteria.ca.us
(805) 684-5405 x432


Signature

Reviewed by: Matthew Roberts
mattr@ci.carpinteria.ca.us
(805) 684-5405 x449


Signature

Reviewed by: Dave Durflinger, City Manager


Signature

Attachment A

Proposed agreement for Services
Between the City and Roger and Penelope Gilbert

**AGREEMENT FOR SERVICES
between
City of Carpinteria
and Roger and Penny Gilbert DBA
as Santa Barbara Sno Balls (Concessionaire)
For the Food Concession
at Carpinteria City Beach**

THIS AGREEMENT is made as of _____ by and between the City of Carpinteria (City) and Roger and Penelope Gilbert doing business as Santa Barbara Sno-Balls (Concessionaire), at Carpinteria, California, with reference to the following facts and intentions:

A. City and Concessionaire desire to provide a food cart concession at the Carpinteria City Beach;

B. To accomplish these goals City and Concessionaire desire to enter into this Agreement to provide a quality food cart concession at the Carpinteria City Beach.

NOW THEREFORE, IT IS AGREED THAT:

1. Services by Concessionaire: Concessionaire shall provide and operate a food concession to serve food and drink items to the general public at Carpinteria City Beach as specified herein.

2. Compensation to the City: Concessionaire shall pay one thousand six hundred dollars (\$1,600.00) in three equal installments to the City prior to commencing concessionaire services at the location (see Section 3 below). The first installment (\$533.33) will be due prior to May 1, 2015. The second installment (\$533.33) is due prior to July 1, 2015, and the third installment (\$533.33) will be made prior to August 1, 2015. An additional payment of one half (1/2) of the gross proceeds received by Concessionaire from any City Parks and Recreation Department sponsored special events that Concessionaire sells food will be due three (3) days following said event (section 4 below). The Concessionaire shall pay this agreed upon compensation to the City no later than the aforementioned due dates. If such payment is not made on time, the Concessionaire shall pay, in addition, a monthly service fee in the sum of 1.5% of the outstanding balance of the amount indicated for each thirty-day period following the due date, until paid in full.

3. Location: The location of the food concession shall be on the east side of the Linden Avenue beach parking area on the sidewalk between Sandyland Road and the sandy beach as determined by the City's Parks and Recreation Director. The concession is to remain stationary during hours in which it is in operation and must be removed from the area at the end of each day. Also, the size of the concession equipment and the location shall not interfere with any accessible pathway.

4. Other Special Events: At the sole discretion of the City, Concessionaire may provide food concession services at other City locations determined by the City during City Parks and Recreation Department Special Events. Examples of these types of Special Events include the Junior Lifeguard competitions Community Pool Events and the Carpinteria Triathlon. Such service shall include the same menu as being routinely served at the Location described above (Section 3).

5. Hours and season of operation: The primary season of operation is summer. The food concession operation may begin as early as May 25, 2015 and may continue through April 30, 2016, at which date this agreement expires. However, the concessionaire may be granted an extension of this agreement upon mutually agreed upon terms. Under no circumstances can the operation occur before 7:00 a.m. or after 9:00 p.m. daily. In the event that the Concessionaire does not operate at the specified site for fourteen (14) consecutive days during the summer season, July thru August, the contract may be deemed by the City to be terminated and in the event of such termination, concessionaire will remain liable for its full compensation to City as set forth in Section 2 above. Concessionaire may operate during months other than summer season based upon Concessionaire's convenience.

6. Term of Agreement: The term of this agreement shall begin on April 1, 2015 and shall end on April 30, 2016. However, if the Concessionaire has consistently complied with the Carpinteria Municipal Code provisions, Administrative Regulations or State and County Health and Safety Codes during the term of this agreement, and the concessionaire may be offered an extension of this term for as many as two additional one year terms by a written extension at the City's sole discretion. This extension will be available only at a rate of \$1,700 for the period of May 1, 2016 to April 30 2017, if extended.

7. Health Permits: It is the responsibility of the Concessionaire to obtain all required health permits and to provide the City with duplicate permits as well as properly displaying them at the location of operation. Additionally, it is the responsibility of the Concessionaire to maintain a sanitary, healthful and safe operation at all times; and the failure to do so will constitute a material breach of this Agreement. Noncompliance with Carpinteria Municipal Code provisions, Administrative Regulations or State and County Health and Safety Codes may result in immediate termination of the contract. In the event of such termination, the Concessionaire will remain liable for its full bid amount as set forth in section 2 above.

8. Business License: It is the responsibility of the Concessionaire to obtain and properly display a City of Carpinteria business license while conducting business within the Carpinteria City limits.

9. Liability and Worker's Compensation Insurance: The City of Carpinteria requires the Concessionaire to obtain and maintain a one million dollar (\$1,000,000) General Liability Insurance policy with a company approved by, and in a form satisfactory to the City' and provide a certificate of insurance to the City. Additionally, said insurance policy must include the following special endorsements:

- I. City of Carpinteria is to be included as an additional insured but only insofar as operations under this contract are concerned.
- b. The insurer will not cancel or reduce the insured's coverage without thirty (30) days prior written notice to the City.

c. A Products Liability Endorsement

No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of the Concessionaire to furnish insurance during the term of the proposed contract. Said policy or policies shall be underwritten to the satisfaction of the City.

Furthermore, the City requires the Concessionaire to obtain and maintain a Statutory Workers' Compensation policy covering all Concessionaire's employees while performing any work incidental to the performance of this Agreement.

The Concessionaire shall provide the City with a certificate of insurance documenting the required insurance coverage's prior to any Agreement becoming effective. The policies shall provide that no cancellation, expiration or reduction in coverage shall be effective or occur until at least thirty (30) days after receipt of a notice by the City describing changes in insurance coverage's. Upon request by the City, the Concessionaire shall provide a certified copy of any insurance policy to the City within ten (10) working days.

10. Indemnification: Concessionaire indemnifies, defends and holds the City, and its officers, agents and employees, harmless from and against all claims, damages, losses and expenses, including attorneys' fees and costs, which arise out of, relate to or result from Concessionaire's obligations under, or its performance of services pursuant to this concession contract, whether caused by, or alleged to have been caused by, any act or omission, negligent or otherwise, of Concessionaire or any employee or subcontractor of Concessionaire.

11. Compliance with Laws: Concessionaire shall comply with all applicable laws in performing its obligations under this contract.

12. Labor Requirements: Concessionaire agrees to abide by all wage and labor laws of the Federal Government and State of California, and further agrees that no person shall be excluded from employment by the Concessionaire on the grounds of race, creed, color, gender, age, marital status or place of national origin. In this connection the Concessionaire agrees to comply with all City, State and Federal laws relating to equal opportunity rights and shall abide by the City's policies regarding unlawful discrimination, which policies and ordinances are incorporated herein by this reference.

13. Equipment description: Concessionaire, at Concessionaire's own expense, agrees to completely equip the concession and shall keep the same in good appearance and equipped in a safe and healthful manner throughout the term of this contract. The equipment shall include a hot or cold food vending cart or trailer in new or like new condition. The City reserves the right to inspect and approve or disapprove the Concessionaire's equipment for use in fulfilling the terms of this agreement. The intent of this stipulation is to insure the Concessionaire's equipment is of appropriate dimensions and is in good appearance and that Concessionaire's operation remains within the original scope of a small scale food concession concept. No signs, names or placards shall be installed or displayed by Concessionaire, except those permanently affixed to the cart and/or approved by the City. A photograph of the food vending cart showing adequate detail to assess the appearance of the cart must be submitted and approved by the City prior to use by concessionaire.

14. Menu and Prices: The City or its agent, reserves the right to review and/or disallow any menu or retail sales item proposed to be sold by the Concessionaire. Additionally, the City reserves the right to review and/or disallow the retail price suggested by the Concessionaire for any menu item. The intent of this stipulation is to insure quality food items, fair pricing policies and that Concessionaire's operation remains within the original scope of a small scale food concession concept. Additionally the Concessionaire agrees not to store or serve food or beverages in glass containers.

15. Records: The Concessionaire agrees to keep and maintain good and sufficient books and records, including all records of financial transactions adequate to permit an audit of the gross sales for the concession described herein. Such books and records shall be available for the inspection of the officers, agents and employees of the City at all reasonable times. Such books and records shall be maintained for a period of two (2) years following the end of the term provided for herein.

The Concessionaire agrees that the City is entitled to conduct such audit of the records of the Concessionaire as the City may deem necessary, through its own employees or using an independent auditor, at the discretion of the City.

16. Termination: The City at its sole discretion shall have the right to terminate this agreement with twenty-four (24) hours written notice. Either party may cancel this Agreement without cause upon thirty (30) days written notice. Compensation to the City, however, will remain at the level agreed to herein (see above Section 3) in the event the Concessionaire cancels this Agreement. In the event the City cancels this agreement, the City may refund a portion of the compensation to the City to Concessionaire. If Concessionaire is not allowed to operate during the months of July and August during the term of this agreement, City may refund a prorated share of compensation based upon the percentage of July and August Concessionaire was disallowed from operating.

17. Evaluation: The Concessionaire shall furnish the City with reasonable opportunities from time to time to ascertain whether the services of the Concessionaire are being performed in accordance with this Agreement. An evaluation by the City will be conducted on the quality and efficiency of the services provided by the Concessionaire. The Concessionaire shall be evaluated on the following criteria for consideration of any contract extension:

- a) Overall cleanliness of operation
- b) Professionalism and courtesy of all employees
- c) Relationship with participants, organizations and City staff
- d) Other relevant criteria
- e) Quality of product

18. General Provisions:

a. Notices: All notices, approvals, acceptances, demands and other communications required or permitted hereunder, to be effective shall be in writing and shall be delivered either in person or by mailing the same by United States mail (postage prepaid, registered or certified, return receipt requested) or by Federal Express or other similar overnight delivery service to the party to whom the notice is directed at the address of such party as follows:

To City: City Manager
 City of Carpinteria
 5775 Carpinteria Ave.
 Carpinteria, CA 93013

With copy to: Peter Brown
 Brownstein Hyatt Farber Schreck, LLP
 21 East Carrillo St.
 Santa Barbara, CA 93101

To Concessionaire: Roger and Penelope Gilbert
 669 Olive Avenue
 Carpinteria, CA 93013
 (503) 729-0925

Any written communication given by mail shall be deemed delivered two (2) business days after such mailing date and any written communication given by overnight delivery service shall be deemed delivered one (1) business day after the dispatch date. Either party may change its address by giving the other party written notice of its new address as herein provided.

b. Independent Contractor. The parties hereto, in the performance of this Agreement, will be acting in an independent contractor relationship and not as agents, employees, partners or joint ventures of one another. It is the express intention of the parties that the Concessionaire is an independent contractor and not the City's employee, that the employees of the Concessionaire and Concessionaire's subcontractors are not the City's employees and that the Concessionaire, its subcontractors and their employees are not entitled to any of the rights, benefits or privileges attributable to City employees. The Concessionaire shall have the control of the means, methods and details of performing the services required under this Agreement and shall only be subject to the general direction and supervision of the City to ensure the results contracted for are achieved.

c. Assignment. This Agreement shall not be assigned by the Concessionaire to any third party without the prior written consent of the City, who shall have the sole discretion to consent or not to consent to any proposed assignment. Any attempted assignment without approval of the City shall be voidable at the option of the City.

d. 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.

e. 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. The captions and heading of this Agreement are for convenience only and have no force and effect in the interpretation or construction of this Agreement.

f. **Severability.** 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 such invalidity, voidness or unenforceability, the parties hereto agree to enter into supplemental agreements to effectuate the intent of the parties and the purposes of this Agreement.

g. **Controlling Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of California, with venue proper only in the County of Santa Barbara, State of California.

h. **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 indicates.

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

IN WITNESS WHEREOF, the parties hereto have set forth their signatures as of the date and at the time first written above.

CITY

City of Carpinteria

By _____
Dave Durflinger
City Manager

CONCESSIONAIRE

By _____
Roger Gilbert

By _____
Penny Gilbert

Statement of Workman's Compensation Insurance

_____, 2015

Santa Barbara Sno Balls intends to conduct business without any employees. Therefore Workman's Compensation Insurance is not required. If we should decide to hire employees as a part our operations, we will procure workman's compensation insurance prior to using any employees and provide the City with a certificate evidencing said coverage in compliance with the terms of our Concession Agreement with the City.

By _____
Roger Gilbert

By _____
Penny Gilbert





Attachment B

Proposed menu and price list for 2015

Proposed Menu and Price List

Hawaiian Shave Ice-----Large	\$3.00	Small	\$2.00
Root Beer Floats	\$3.00		
Nathan Hot Dogs	\$2.00		
Sodas and Water	\$1.00		
Chips, Candy Bars, Popcorn	\$1.00		

A Junior Lifeguard special \$4.00 includes: 1 hot dog, chips, and a small shaved ice.
Other treats may be offered and reviewed pertaining to content and price.