City of Carpinteria
City Council Agenda
Monday, June 28, 2021

Virtual Meeting

3:30 p.m. Closed Session - 5:30 p.m. Regular Meeting

THE CITY OF CARPINTERIA HAS DETERMINED THIS MEETING TO BE AN ESSENTIAL PUBLIC MEETING THAT WILL BE CONDUCTED PURSUANT TO THE PROVISIONS OF THE GOVERNOR'S EXECUTIVE ORDERS N-29-20 AND N-33-20 AND SANTA BARBARA COUNTY HEALTH OFFICER ORDERS

In response to the spread of the COVID-19 virus, Governor Newsom has temporarily suspended the requirement for local agencies to provide a physical location from which members of the public can observe and offer public comment, and has ordered all Californians to stay home except as needed to maintain continuity of operations of certain critical infrastructure.

In compliance with these orders, and to minimize the potential spread of the COVID-19 virus, the City of Carpinteria is limiting public access to the City Council Chambers for this meeting. With this in mind, you are strongly encouraged to participate in the alternative methods explained below.

Virtual Viewing of Public Meetings
This meeting is available to view live on the City of Carpinteria's website at https://carpinteria.ca.us/city-hall/agendas-meetings, on Zoom Webinar by CLICKING HERE! Alternatively, you can join in by following one of these methods: (1) log on to www.zoom.us, download the application, select "Join Meeting", and enter Webinar ID 889 0390 2262; OR (2) call +1 (669) 900-9128 and enter Webinar ID 889 0390 2262 or on Government Access Television Channel 21 (broadcast live and rebroadcast on Wednesday after the meeting at 8:00 p.m. and on Saturday at 5:00 p.m.).

Public Comments
If you wish to make a general public comment or to make a comment on a specific agenda item, the following methods are available:

- Distribution to Board Members. If you wish to submit a hard copy of written comments to be distributed to board members (as either general public comment or on a specific agenda item), please submit your comment via email to PublicComment@ci.carpinteria.ca.us by **12:00 P.M. on the day of the meeting.** Please note that these comments will not be read into the record during the meeting unless you include this request with your comments.

- Read Into the Record During Meeting. If you would like your comment read into the record during the meeting (as either general public comment or on a specific agenda item), please include this request with your comments and provide your comments (of no more than 250 words) in one of the following ways:
    - Via email to PublicComment@ci.carpinteria.ca.us by **12:00 P.M. on the day of the meeting.** In your email, please specify (1) the meeting date and agenda item (number and title) on which you are providing a comment and (2) that you would like your comment read into the record during the meeting.
    - Via the **eComment** link on the City's agenda website (https://carpinteria.ca.us/city-hall/agendas-meetings) by **12:00 P.M. on the day of the meeting.** Please note that this link does not become active until an agenda is posted. If you would like your comment read into the record during the meeting, please specify this in your comment.

  Every effort will be made to read your comment into the record, but some comments may not be read due to time limitations. Please also note that if you submit a written comment and do not specify that you would like this comment read into the record during the meeting, consistent with the City's practice when it receives written public comments on agenda items, your comment will be forwarded to board members for their consideration.

- Public Comment by Phone. If you wish to make a verbal public comment as a specific item is being heard (as either *general* public comment or on a specific agenda item), please send an email to PublicComment@ci.carpinteria.ca.us by **12:00 P.M. on the day of the meeting** and include the following information in your email: (1) the meeting date and agenda item (number and title) on which you wish to speak, (2) your full name, (3) your call back number and area code. During public comment on the agenda item specified in your email, City staff will make every effort to contact you via your provided telephone number so that you can provide public comment electronically. Please note the City has the discretion to limit the speaker's time for any meeting or agenda matter. Typically, the practice has been 3 minutes per speaker on each item.

- Real-Time Public Comment Through Zoom Webinar. Members of the public attending the public meeting through the City's Zoom Webinar platform (through the link provided by the City) have the option of providing real-time public comments on agenda matters. To make public comments through this platform please use the "raise your hand" feature to notify staff that you would like to make a public comment during designated public comment times. Once it is your turn to provide a public comment, staff will unmute your microphone and you will be given a designated amount of time to provide your comment (typically, the practice has been up to 3 minutes per speaker on each item). At the end of your comment, staff will once again mute your microphone.

The situation with COVID-19 is constantly evolving and the City will provide updates to any changes to this policy as soon as possible. The public is referred to the City's website at **www.carpinteria.ca.us** for the latest COVID-19 policies and information. The City of Carpinteria thanks you in advance for taking all precautions to prevent spreading the COVID-19 virus.

CALL TO ORDER

ROLL CALL

PUBLIC COMMENT ON CLOSED SESSION MATTERS

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**.**
   Based on existing facts and circumstances, the legislative body is deciding whether to initiate litigation pursuant to Government Code Section 54956.9(d)(4) with regard to one potential case. Pursuant to Government Code Section 54956.9 (a), and based on advice from legal counsel, the City Council finds that discussion in open session will prejudice the position of the City in the litigation.

2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
   Government Code Section 54957(b)(1); Title: City Manager Dave Durflinger

3. CONFERENCE WITH LABOR NEGOTIATOR(S)
   Government Code Section 54957.6; City Negotiator(s): Laura Hernandez, Human Resources Administrator and Dave Durflinger, City Manager;
   Employee Organization: Service Employees International Union (SEIU) Local 620

TEMPORARY ADJOURNMENT TO CLOSED SESSION

CALL TO ORDER

ROLL CALL

CLOSED SESSION REPORT

PLEDGE OF ALLEGIANCE

INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS

PUBLIC INFORMATION REPORTS AND ANNOUNCEMENTS

This may include updates on law enforcement activity within the City from a Sheriff's Office representative.

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.

PRESENTATIONS BY CITIZENS / PUBLIC COMMENT

This is a time for public comments on matters not otherwise on the agenda but within the subject matter jurisdiction of the City Council. The Public Comment period is limited to 15 minutes and divided among those persons desiring to speak. No person shall speak longer than three minutes; however, the Mayor may establish shorter periods based on the time available and/or the number of persons waiting to speak. Persons wishing to speak on a specific item will be recognized at the time the agenda item is considered.

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

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

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

CONSENT CALENDAR:

4. Approve the minutes of the regular City Council meeting of June 14, 2021.

5. Receive and file the Expenditures for the period beginning June 5, 2021 and ending June 18, 2021.

6. Receive and file the Contracts Executed by the City Manager on behalf of the City for the Period of May 15, 2021, through June 14, 2021.

7. Receive and file a Report of Monthly City Treasure's Report on Compliance with Statement of Safekeeping and Investment of Public Funds.

ADMINISTRATIVE MATTERS:

8. Consideration of Resolution No. 6061, authorizing the engagement of Santa Barbara County Office of Elections/Registrar of Voters to assist the City Clerk in matters related to a proposed initiative measure.

   Recommendation: (1) Adopt Resolution No. 6061, authorizing the engagement of the Santa Barbara County Office of Elections/Registrar of Voters to assist the City Clerk in matters related to a proposed initiative measure.

   Staff Presenter: Brian C. Barrett, Interim City Clerk

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

9. Resolution No. 6062, authorizing the submittal of an application for Locally-Operated State Park Program Grant (LOSPP) funds to the California Department of Parks and Recreation Office of Grants and Local Services (OGALS).

   Recommendation: Adopt Resolution No. 6062, authorizing the submittal of an application for Locally-Operated State Park Program Grant Funds.

   Staff Presenter: Matt Roberts, Parks, Recreation & Public Facilities Director

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

10. Designation of City Attorney Representative from Brownstein Hyatt Farber Schreck ("Brownstein").

    Recommendation: Authorize the Mayor to sign an amendment to section 3 of the Legal Services Agreement between Brownstein and City of Carpinteria ("Agreement") designating City Attorney Representative.

    Staff Presenter: Dave Durflinger, City Manager

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

PUBLIC HEARING: NONE

OTHER BUSINESS:

11. (1) Update on the City's prohibition of electronic nicotine delivery systems (ENDS) and flavored tobacco products; and (2) Consideration of options in response to a proposal to amend the City's Smoking Regulations to include a prohibition on smoking within multi-family housing units.

    Recommendation: (1) Receive and file the update on the City's prohibition of electronic nicotine delivery systems (ENDS) and flavored tobacco products; and (2) Provide staff direction regarding any measures the Council would like to pursue concerning smoking within multi-family housing units pursuant to the discussion at the hearing.

    Staff Presenter: Steve Goggia, Community Development Director

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

12. A progress report on the process for drawing district boundaries as a part of instituting district-based elections for City Council seats by the November 2022 regular election.

    Recommendation: Receive and file report.

    Staff Presenter: Dave Durflinger, City Manager

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

13. Renewal of the Memorandum of Understanding between the City of Carpinteria, County of Santa Barbara, Cities of Santa Barbara and Goleta, and CommUnify, concerning the South Coast Youth Safety Partnership.

    Recommendation: Authorize the City Manager, on behalf of the City, to enter into the Memorandum of Understanding concerning the South Coast Youth Safety Partnership.

    Staff Presenter: Dave Durflinger, City Manager

    a. Staff Report
    b. Public Comment

c. City Council Determination

14. Authorization for the City Manager to execute a Professional Services Agreement on behalf of the City of Carpinteria with HdL Companies to provide Tax and Fee Administration Services.

Recommendation: Approve and authorize the City Manager to execute the agreement with HdL Companies for Tax and Fee Administration Services.

Staff Presenter: Licette Maldonado, Administrative Services Director

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

15. A Construction Contract for the 2021 Pavement Rehabilitation Project (City Project No. 15120) to Toro Enterprises, Inc., and Agreements for related Construction Management and Inspection, and Testing Services.

Recommendation: (1) Award a Construction Contract for the 2021 Pavement Rehabilitation Project (City Project No. 15120) to Toro Enterprises, Inc., in the Total Base Bid amount of $1,408,598.50. (2) Authorize the City Manager to execute an Agreement with Davis CME to provide construction management and inspection services for the 2021 Pavement Rehabilitation Project in an amount not-to-exceed $145,310. (3) Authorize the City Manager to expend $60,000 to procure Acceptance/Materials Testing Services.

Staff Presenter: John L. Ilasin, Public Works Director

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

16. A proposed retail produce cart agreement with Farm Cart Organics located at Seaside Park, 5103 Carpinteria Avenue.

Recommendation: Staff recommends that City Council authorize the City Manager to execute the proposed retail produce cart agreement with Farm Cart Organics for a one-year term with two one-year extensions.

Staff Presenter: Matt Roberts, Parks, Recreation & Public Facilities Director

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

17. Approval of a three-year consultant services agreement with Two Trumpets Communications for an annual amount not-to-exceed $66,600.

    Recommendation: That the City Council authorize the City Manager to execute a consultant services agreement on behalf of the City with Two Trumpets Communications for a not-to-exceed amount of $66,600.

    Staff Presenter: Dave Durflinger, City Manager

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

18. Appointment of City of Carpinteria Trustee Representative to the Mosquito and Vector Management District of Santa Barbara County.

    Recommendation: Approve the Nomination of _____ to serve as the City Trustee Representative on the Mosquito and Vector Management District of Santa Barbara County.

    Staff Presenter: Brian C. Barrett, Interim City Clerk

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

19. Introduction (first reading) of Ordinance No. 748, adding Chapter 2.45 of Title 2 of the Carpinteria Municipal Code Relating to the Electronic Filing of Campaign Disclosure Statements and Statements of Economic Interest and Waive Further Reading.

    Recommendation: Approve Ordinance No. 748, as read by title only (first reading).

    Staff Presenter: Brian C. Barrett, Interim City Clerk

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

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

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) (Clark/Alt. Carty)
    b. California Joint Powers Insurance Authority (CJPIA) (Clark/Alt. Carty)
    c. Channel Counties Division, League of California Cities (Nomura/Alt. Lee)
    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 Affordable Housing Task Group (Carty & Alarcon)
    g. Santa Barbara County Elected Leaders Forum to Address Homelessness (Clark/Alt. Alarcon)
    h. Home for Good of Santa Barbara County (Clark/Alt. Alarcon)
    i. South Coast Youth Safety Partnership (Lee & Alarcon)
    J. Central Coast Community Energy (3CE) (Nomura/Alt. Goleta)
    k. Multijurisdictional Solid Waste Task Group (Lee/Alt. Alarcon)

2. Joint and Standing Committees

    a. City Council/Economic Vitality Committee (Carty & Lee)
    b. City Council/Public Safety Committee (Clark & Nomura)
    c. City Council/School Board Committee (Lee & Alarcon)
    d. City Council/Utilities Committee (Lee & Nomura)
    e. City Council/First District Supervisor Committee (Lee & Carty)
    f. City Council Finance/Budget Committee (Carty & Clark)
    g. Transportation Committee (Lee & Clark)
    h. Development Review Committee (Joint Committee membership from City Council, Planning Commission and Architectural Review Board) (CC: Clark & Nomura/Alt. Carty) (PC: Benefield and Callender) (ARB: Reginato and Stein)
    i. General Plan and Coastal Plan Update Committee (Joint Committee membership from City Council and Planning Commission) (Clark & Lee) (PC: Allen/Callender)
    j. Public Facility Site Acquisition/Development Committee (Carty & Nomura)

3. Ad Hoc Committees

a. Library Committee (Lee & Alarcon/Alt. Carty)
b. District Elections Committee (Alarcon & Clark)
c. COVID-19 Communications Committee (Clark & Nomura)
d. COVID-19 Recovery Committee (Carty & Lee)
e. Racial Equity and Social Justice Program Planning Committee (Nomura & Alarcon)

4. City Representatives on other Committees

a. Community Media Access Center (Gary Dobbins)
b. Santa Barbara Mosquito and Vector Management District (Vacant)
c. Santa Barbara Metropolitan Transit District (Chuck McQuary)
d. County Library Advisory Committee (Gaby Edwards)

ATTENDANCE OF COUNCILMEMBERS FOR FUTURE MEETINGS

ADJOURNMENT

The next regular meeting of the City Council will be held July 12, 2021 at 5:30 p.m.

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 755-4403 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.

Materials related to an agenda item submitted to the City Council after distribution of the agenda packet are available for public review at the City Clerk's Office.

This agenda was posted on Wednesday, June 23, 2021, in the City Clerk's Office, on the City Hall Public Notices Window, and on the Internet.

City of Carpinteria
City Council Agenda
Monday, June 14, 2021

Virtual Meeting

Interim City Clerk Brian C. Barrett noted for the record that this meeting would be conducted pursuant to the provisions of the Governor's Executive Orders N-29-20 and N-33-20 and Santa Barbara County Health Officer's Order as it relates to temporarily suspending a physical location from which members of the public can observe and orders to stay at home in response to the spread of the COVID-19 virus, and additionally noted the protocols by which the public would be participating and stated that members of the Council, staff and any presenters would be participating by video conference.

CALL TO ORDER

Mayor Nomura called the meeting to order at 5:34 pm.

ROLL CALL

Councilmembers present: Councilmember Natalia Alarcon
Councilmember Gregg A. Carty
Councilmember Roy Lee
Vice Mayor Al Clark
Mayor Wade T. Nomura

Staff members present: Dave Durflinger, City Manager
Jena Acos, on behalf of Brownstein Hyatt Farber Schreck, LLP acting as City Attorney of the City of Carpinteria
Brian C. Barrett, Interim City Clerk
Licette Maldonado, Administrative Services Director
Steve Goggia, Community Development Director
John L. Ilasin, Public Works Director
Matt Roberts, Parks, Recreation & Public Facilities Director

PLEDGE OF ALLEGIANCE

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

INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS: NONE

PUBLIC INFORMATION REPORTS AND ANNOUNCEMENTS

Lieutenant Butch Arnoldi with the Santa Barbara County Sheriff's Department provided an update on crime in the City.

CITY MANAGER'S REPORT

- June 15th marks milestone in reopening toward recovery from the COVID-19 pandemic, health protective measures and occupancy limits and social distancing will be lifted
- Remaining state measures in place include face masks not being required for fully vaccinated individuals except in certain circumstances such as public transportation, indoor school settings (Kindergarten through 12th grade) and healthcare
- Unvaccinated individuals are still required to wear masks, in particular inside businesses
- Options available to businesses in how to implement requirements for mask wearing for unvaccinated individuals
- City Hall will begin holding in-person meeting in July
- Tomorrow the public will be allowed back in to the lobby at City Hall with limited access until the City is fully setup to accommodate the public
- Several job openings at the City
- Beginning July 5th weekly residential trash collection will include trash, recycling, and green waste
- Commended Parks, Recreation and Public Facilities Department and Public Works Department for cleaning up graffiti vandalism and mentioned graffiti hotline

Councilmember Lee asked if there was a cooling center in the City or County with the upcoming heatwave. City Manager Durflinger replied that the City hasn't received a request from the County to open up a cooler center.

Mayor Nomura inquired about how the City was expediting building permits. City Manager Durflinger responded that COVID-19 slowed the process, but it would improve with the reopening of City Hall. Community Development Director Goggia added that the process has sped up with the electronic submittals for building permits and other applications.

PRESENTATIONS BY CITIZENS / PUBLIC COMMENT

There were no public comments.

AGENDA MODIFICATIONS

There were no agenda modifications.

CONSENT CALENDAR:

Motion by Councilmember Lee, seconded by Vice Mayor Clark, to approve Consent Calendar Item Nos. 1 through 5. The roll call vote was as follows:

AYES: Councilmember Alarcon, Councilmember Carty, Councilmember Lee, Vice Mayor Clark, and Mayor Nomura
NOES: None
ABSENT: None
ABSTAIN: None

The motion carried unanimously.

1. Approve the minutes of the regular City Council meeting of April 26, 2021 and May 24, 2021.

2. Receive and file the Expenditures for the period beginning May 15, 2021 and ending June 4, 2021.

3. Receive and file a Report of Monthly City Treasure's Report on Compliance with Statement of Safekeeping and Investment of Public Funds.

4. Adoption of Resolution No. 6057, Commending and Congratulating Isa Alarcon Upon Being Named Junior Carpinterian of the Year for 2020.

5. Adoption of Ordinance No. 747, establishing a Municipal Library, Library Board of Trustees, and the Library Division of the Parks, Recreation and Public Facilities Department.

ADMINISTRATIVE MATTERS:

6. Approval of a letter submittal to the California Library Services Board requesting recognition of the City of Carpinteria municipal library and Black Gold Cooperative membership.

   Recommendation: Approve the draft letter for the Mayor's signature and submittal to the California Library Services Board requesting recognition of the City of Carpinteria municipal library and Black Gold Cooperative membership.

Staff Presenter: Dave Durflinger, City Manager and Dale Redfield, Consultant

There was no public comment.

Motion by Councilmember Alarcon, seconded by Vice Mayor Clark, to approve the draft letter for the Mayor's signature and submittal to the California Library Services Board

requesting recognition of the City of Carpinteria municipal library and Black Gold Cooperative membership. The roll call vote was as follows:

AYES: Councilmember Alarcon, Councilmember Carty, Councilmember Lee, Vice Mayor Clark, and Mayor Nomura
NOES: None
ABSENT: None
ABSTAIN: None

The motion passed unanimously.

PUBLIC HEARING:

7. Adoption of the Fiscal Year (FY) 2021/22 Budget, setting related Appropriations Limits as required by State Law, and making year-end amendments to the FY 2020/21 Budget, including making allocation adjustments, lifting of the hiring freeze and restoration of employee compensation.

   Recommendation: Receive the staff report, open the public hearing and receive public comment, close the public hearing, provide staff with direction concerning any changes to the proposed budget and take the following actions: (1.) Approve and adopt by Resolution No. 6058, the Municipal Budget for Fiscal Year 2021/22, including authorization of year-end amendments for Fiscal Year 2020/21; and (2.) Establish the appropriation limit for the City of Carpinteria for the 2021/22 Fiscal Year through adoption of Resolution No. 6059; and (3.) Establish the appropriation limit for the Street Lighting District No. 1 for the 2021/22 Fiscal Year through adoption of Resolution No. 6060.

Staff presenter: Dave Durflinger, City Manager; Licette Maldonado, Administrative Services Director; Steve Goggia, Community Development Director; John L. Ilasin, Public Works Director; and Matt Roberts, Parks, Recreation & Public Facilities Director

Councilmember Alarcon noted a potential conflict of interest due to her employment with CommUnify and recused herself from the discussion and voting on the approval of the Community Services Support Program FY 2021/22 Funding Chart. She proposed separating the discussion and vote of approval of the Community Services Support Program Funding Chart from the remainder of the approval of the Municipal Budget. Mayor Nomura concurred and directed staff as such.

Emails read into the record: George & Roberta Lehtinen, Gail Marshall

Emails distributed: Jamie Collins

There was no oral public comment.

Motion by Councilmember Lee, seconded by Councilmember Carty, to adopt Resolution Nos. 6058, 6059, 6060, as read by title only, approving the Municipal Budget for FY 2021/22, setting related Appropriations Limits, and making year-end amendments to the FY 2020/21 Budget, including changes necessary to allow for lifting the hiring freeze and restoring employee compensation, and directing that those actions be implemented retroactive to July 1, 2020. The roll call vote was as follows:

AYES: Councilmember Alarcon, Councilmember Carty, Councilmember Lee, Vice Mayor Clark, and Mayor Nomura
NOES: None
ABSENT: None
ABSTAIN: None

The motion passed unanimously.

Jena Acos, on behalf of Brownstein Hyatt Farber Schreck, LLP acting as City Attorney of the City of Carpinteria requested that Councilmember Alarcon turn off her video due to her recusal of the following discussion and vote of the approval of the Community Services Support Program FY 2021/22 Funding Chart. Councilmember Alarcon turned off her video at 8:07 pm.

Motion by Vice Mayor Clark, seconded by Councilmember Carty, to approve the Community Services Support Program FY 2021/22 Funding Chart. The roll call vote was as follows:

AYES: Councilmember Carty, Councilmember Lee, Vice Mayor Clark, and Mayor Nomura
NOES: None
ABSENT: Councilmember Alarcon
ABSTAIN: None

The motion passed.

Councilmember Alarcon turned on her video at 8:08 pm.

OTHER BUSINESS: NONE

LEGISLATIVE UPDATE

City Manager Durflinger noted the usual attachment from the League and Action Center.

COMMITTEE REPORTS, INQUIRIES AND OTHER MATTERS PRESENTED BY COUNCILMEMBERS

Councilmember Lee noted his and Vice Mayor Clark's attendance at a recent Transportation Committee meeting and reported that the Seaside Shuttle won't be returning this year, though possibly in 2022 and if it does come back it may have a new route. He also announced that Santa Barbara Metropolitan Transit District has available job openings.

ATTENDANCE OF COUNCILMEMBERS FOR FUTURE MEETINGS

All Councilmembers are expected to be in attendance at the next City Council Meeting.

ADJOURNMENT

Mayor Nomura adjourned the meeting at 8:11 p.m.

_____
Wade T. Nomura, Mayor

ATTEST:

_____
Brian C. Barrett, Interim City Clerk

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
June 28, 2021

ITEM FOR COUNCIL CONSIDERATION

Expenditures for the period beginning June 5, 2021 and ending June 18, 2021.

STAFF RECOMMENDATION

Action Item ___; Non-Action Item _X_

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 report is provided for City Council and public information and serves as Staff's verification that the expenditures have been reviewed and are within budgeted appropriations.

FINANCIAL CONSIDERATIONS

The warrant register included as an attachment is designed to communicate fiscal activity since the prior reporting period. No action is requested as part of this report.

ATTACHMENTS

Attachment A: Warrant Register for the period beginning June 5, 2021 and ending June 18, 2021.

Staff contact: Ashley Chaparro, Sr. Financial Analyst
(805) 880-3406, AshleyC@ci.carpinteria.ca.us

Signature

Staff contact: Licette Maldonado, Admin Services Dir.
(805) 755-4448, LicetteM@ci.carpinteria.ca.us

Signature

Reviewed by: Dave Durflinger, City Manager
(805) 755-4400, DaveD@ci.carpinteria.ca.us

Signature

Warrant Register

City of Carpinteria

Date Range: 06/05/2021 - 06/18/2021

Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Payment Amount	Number
Bank Code: AP Bank-AP Bank						
	ADVANTAGE TELECOM		06/10/2021	Regular	73.43	99485
125108	Invoice	06/10/2021	JUN21 EMERGENCY PHONE LINE SERVICES			
	ALL LANGUAGES INTERPRETING & TRANSLATI		06/10/2021	Regular	700.00	99486
27574	Invoice	06/10/2021	2 SPANISH INTERPRETERS FOR COUNCIL MEETING 5/10/21			
	ANIMAL MEDICAL CLINIC		06/10/2021	Regular	1,560.00	99487
290438	Invoice	06/10/2021	MAY21 DOG LICENSING ISSUANCE			
290440	Invoice	06/10/2021	MAY21 CONTRACTED VET SERVICES			
	BENGAL ENGINEERING		06/10/2021	Regular	24,479.75	99488
4486	Invoice	06/10/2021	DESIGN SERVICES FOR RINCON TRAIL THROUGH 04/30/21			
	CARPINTERIA VALLEY LUMBER CO		06/10/2021	Regular	829.76	99489
447730	Invoice	06/10/2021	DOUG FIR STAKE FOR 7TH ST SIDEWALK			
448458	Invoice	06/10/2021	MOUSE BAIT AND FLAT WASHER			
448845	Invoice	06/10/2021	MISC HARDWARE FOR CITY TRASH			
448853	Invoice	06/10/2021	NOZZLE FOR SIGN MAINTENANCE			
449196	Invoice	06/10/2021	HOLE 80, 60, & 220 FOR SHOP			
449220	Invoice	06/10/2021	MOP, GRAPHITE TUBE FOR GARDEN			
449319	Invoice	06/10/2021	OIL FINISH FOR BENCHES ON LINDEN			
449367	Invoice	06/10/2021	GLOSS PAINT, WHITE KNIT RAGS FOR VISITORS KIOSK			
449382	Invoice	06/10/2021	PAINTING MATERIALS FOR VISITORS KIOSK			
449383	Credit Memo	06/10/2021	RETURN OF PAINTING MATERIALS FOR VISITORS KIOSK			
449590	Invoice	06/10/2021	PAINT ROLLER AND BRUSH FOR SIGN			
449812	Invoice	06/10/2021	5 PIECE UNIVERSAL FIT TOOLS			
449901	Invoice	06/10/2021	CLAMPS FOR ROW			
449936	Invoice	06/10/2021	BATTERY, TAPE, MISC HARDWARE			
450078	Invoice	06/10/2021	GLUE, COUPLING, PIPES, ADAPTORS FOR ASH ST			
450087	Invoice	06/10/2021	PLYWOOD			
450098	Invoice	06/10/2021	BALL VALVES & ADAPTERS			
450111	Invoice	06/10/2021	PVC PIPE, BRAID FLEX PIPE			
	Void		06/10/2021	VOIDED CHECK	-	99490
	CCP INDUSTRIES INC		06/10/2021	Regular	318.74	99491
IN02707908	Invoice	06/10/2021	GLOVES & TOWELS FOR PW SHOP			
	COX BUSINESS		06/10/2021	Regular	603.13	99492
JUN21 001 3011 02	Invoice	06/10/2021	JUN21-CITY HALL TV & INTERNET SERVICE			
JUN21 001 3011 02	Invoice	06/10/2021	JUN21-POOL & GARDEN INTERNET & PHONE			
	CRAFCO INC		06/10/2021	Regular	7,194.00	99493
9402463738	Invoice	06/10/2021	Z-TRAILER RENTAL FOR CRACKSEALING			
	DAVIS CME		06/10/2021	Regular	19,220.00	99494
1006	Invoice	06/10/2021	MAR-MAY21 PROJECT SERVICES FOR PED XING IMPROV			
	ENRIQUETA ALCALA		06/10/2021	Regular	35.00	99495
INV0002438	Invoice	06/10/2021	PARK RESERVATION 06/19/2021 REFUND			
	FIRST NATIONAL BANK OF OMAHA		06/10/2021	Regular	3,913.53	99496
MAY21 0503	Invoice	06/10/2021	CREDIT CARD PAYMENT-MR			
MAY21 1949	Invoice	06/10/2021	CREDIT CARD PAYMENT-SG			
MAY21 6160	Invoice	06/10/2021	CREDIT CARD PAYMENT-JI			
MAY21 9003	Invoice	06/10/2021	CREDIT CARD PAYMENT-LH			

Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Payment Amount	Number
	FRONTIER COMMUNICATIONS		06/10/2021	Regular	148.76	99497
JUN21 209-188-25(	Invoice	06/10/2021	PHONE & INTERNET SERVICES FOR LG TOWER			
	INTERWEST CONSULTING GROUP		06/10/2021	Regular	1,040.00	99498
69090	Invoice	06/10/2021	APR21 TRAFFIC AUGMENTATION SERVICES			
	KEYSER MARSTON ASSOCIATES, INC. *		06/10/2021	Regular	3,780.00	99499
0035607	Invoice	06/10/2021	APR21 PROFESSIONAL SERVICES FOR SURFLINER INN			
	LESLIE'S POOL SUPPLIES INC		06/10/2021	Regular	543.97	99500
03009-01-025195	Invoice	06/10/2021	15 GAL CARBOY ACID FOR POOL			
	LIEBERT CASSIDY WHITMORE		06/10/2021	Regular	10,514.00	99501
1519122	Invoice	06/10/2021	PROFESSIONAL LEGAL SERVICES THROUGH 04/30/21			
1519123	Invoice	06/10/2021	PROFESSIONAL SERVICES THROUGH 04/30/21			
INV0002440	Invoice	06/10/2021	AMERICAN RESCUE PLAN ACT TRAINING FOR L.M			
	MAYRA CARRILLO		06/10/2021	Regular	300.00	99502
INV0002437	Invoice	06/10/2021	VETS HALL 05/22/21 CLEANING DEPOSIT REFUND			
	NANCY WRIGHT		06/10/2021	Regular	105.00	99503
INV0002441	Invoice	06/10/2021	REFUND STR RENEWAL APPLICATION FEE			
	OAKRIDGE GEOSCIENCE INC		06/10/2021	Regular	902.00	99504
056.009-01	Invoice	06/10/2021	APR21 GEOTECHNICAL SERVICES FOR SIDEWLK IMPROV PRJ			
	PROJECT SUPPORT SERVICES INC.		06/10/2021	Regular	125.00	99505
03092991	Invoice	06/10/2021	APR21 PROJECT SERVICES FOR POOL MULTIPURPOSE RM			
	SANSUM CLINIC		06/10/2021	Regular	120.00	99506
48919	Invoice	06/10/2021	PRE-PLACEMENT HEALTH SCREENING FOR P.T			
	SANTA BARBARA COUNTY CLERK OF THE BOA		06/10/2021	Regular	50.00	99507
CEQA FILING 2072	Invoice	06/10/2021	NOTICE OF EXEMPTION FILING FEE			
	SANTA BARBARA SAND & TOP SOIL CORP		06/10/2021	Regular	673.44	99508
189614	Invoice	06/10/2021	FILL FOR TURF HOLES AT EL CARRO PARK			
	SHOWSCAPES		06/10/2021	Regular	1,274.00	99509
38827086	Invoice	06/10/2021	DOWNTOWN IRRIGATION REPAIRS 05/06/2021			
38827099	Invoice	06/10/2021	DOWNTOWN IRRIGATION REPAIRS 05/06/2021			
	SITEONE LANDSCAPE SUPPLY (ALL AROUND)		06/10/2021	Regular	230.45	99510
109069000-001	Invoice	06/10/2021	PLANTING MULCH			
109264426-001	Invoice	06/10/2021	VALVES, ROTOR TOOLS, PVC PIPE, PRIMER, SOCKETS,			
109340572-001	Invoice	06/10/2021	LEATHER GLOVES			
109520031-001	Invoice	06/10/2021	TUBING FOR CITY HALL			
	SO CA EDISON		06/10/2021	Regular	8,036.86	99511
MAY21 700405192	Invoice	06/10/2021	ELECTRICITY-MULTIPLE LOCATIONS			
MAY21 700604790	Invoice	06/10/2021	ELECTRICITY-CAPP AV/CSTS PAS 609			
	SO CAL GAS		06/10/2021	Regular	2,452.72	99512
MAY21 006 514 27	Invoice	06/10/2021	NATURAL GAS-5305 CARPINTERIA AVE APT B (POOL)			
MAY21 014 914 32	Invoice	06/10/2021	NATURAL GAS-5103 CARPINTERIA AVE (FRIENDS OF LIBR)			
MAY21 016 913 95	Invoice	06/10/2021	NATURAL GAS-5775 CARPINTERIA AVE (CITY HALL)			
MAY21 140 914 30	Invoice	06/10/2021	NATURAL GAS-941 WALNUT AVE (VETS HALL)			
	STAPLES ADVANTAGE		06/10/2021	Regular	232.49	99513
3476522713	Invoice	06/10/2021	INK FOR PRINTER, FOLDERS			
	STATEWIDE SAFETY & SIGNS INC		06/10/2021	Regular	5,123.11	99514
03018417	Invoice	06/10/2021	5 GALLON ASPHALT SEALANT			
03018499	Invoice	06/10/2021	MAY21 COVID-19 CHANGEABLE MESSAGE SIGN RENTAL			
	THE WHARF		06/10/2021	Regular	512.79	99515

Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Payment Amount	Number
170394	Invoice	06/10/2021	SOCKS, RAIN GEAR, KEEN FOR T.G.			
170398	Invoice	06/10/2021	BLACK WORKZONE, JACKET, OVERALL FOR J.K.			
	TRAFFIC TECHNOLOGIES LLC		06/10/2021	Regular	216.86	99516
37701	Invoice	06/10/2021	HIGH INTENSITY STOP/SLOW SIGNS			
37765	Invoice	06/10/2021	DECALS FOR TRUCKS			
	TWO TRUMPETS COMMUNICATIONS		06/10/2021	Regular	5,100.00	99517
1166	Invoice	06/10/2021	APR21 COMMUNICATIONS SERVICES			
	UNDERGROUND SERVICE ALERT OF SOUTHER		06/10/2021	Regular	225.18	99518
420210155	Invoice	06/10/2021	NEW TICKET CHARGES & DATABASE MAINTENANCE			
DSB20201939	Invoice	06/10/2021	MAY21 CA STATE FEE FOR REGULATORY COSTS			
	VAN ATTA ASSOCIATES INC		06/10/2021	Regular	11,018.75	99519
6752	Invoice	06/10/2021	MAR21 DESIGN SERVICES FOR RINCON BLUFFS PARK			
	WESTERN EXTERMINATOR COMPANY		06/10/2021	Regular	60.00	99520
8005094	Invoice	06/10/2021	MAY 2021 PEST CONTROL AT VETS HALL			
	WILLIAMS SCOTSMAN INC.		06/10/2021	Regular	448.08	99521
9010534860	Invoice	06/10/2021	MAY21 LEASE FOR PARK & FAC MOBILE OFFICE			
	BIG GREEN CLEANING COMPANY		06/17/2021	Regular	20,934.00	99522
573132	Invoice	06/17/2021	FEB21 CONTRACTED CLEANING SERVICE-PUBLIC RESTROOMS			
574643	Invoice	06/17/2021	MAR21 CONTRACTED CLEANING SERVICE-PUBLIC RESTROOMS			
576580	Invoice	06/17/2021	APR21 CONTRACTED CLEANING SERVICE-PUBLIC RESTROOMS			
580193	Invoice	06/17/2021	JUN21 CONTRACTED CLEANING SERVICE-5103 CARP AVE			
580194	Invoice	06/17/2021	JUN21 CONTRACTED CLEANING SERVICE-CITY & VETS HALL			
580200	Invoice	06/17/2021	JUN21 CONTRACTED CLEANING SERVICE-PUBLIC RESTROOMS			
	MISSION UNIFORM SERVICE		06/17/2021	Regular	127.35	99523
514763553	Invoice	06/17/2021	MAT & TOWEL REPLACEMENT AT CITY HALL-05/17/2021			
514807767	Invoice	06/17/2021	MAT & TOWEL REPLACEMENT AT CITY HALL-05/24/2021			
514852454	Invoice	06/17/2021	MAT & TOWEL REPLACEMENT AT CITY HALL-05/31/2021			
	RISDON'S 76 SERVICE		06/17/2021	Regular	30.00	99524
7132	Invoice	06/17/2021	CAR WASH FOR CODE COMPLIANCE VEHICLE-HM 05/20/21			
8607	Invoice	06/17/2021	CAR WASH FOR CODE COMPLIANCE VEHICLE-HM 05/23/21			
	SANTA BARBARA PEST CONTROL		06/17/2021	Regular	120.00	99525
132614	Invoice	06/17/2021	MAY21 PEST CONTROL AT CITY HALL			
132615	Invoice	06/17/2021	MAY21 PEST CONTROL AT VETS HALL			
	TRI-CO REPROGRAPHICS		06/17/2021	Regular	1,278.30	99526
140597	Invoice	06/17/2021	MYLAR FOR PAVEMENT REHAB-05/13/21			
140683	Invoice	06/17/2021	COLOR SCANNING, DEBINDNG, PDF EXTRACT-05/14/2021			
140686	Invoice	06/17/2021	MONOCHROME SCANNING/BONDING, STAPLING-05/14/2021			
140739	Invoice	06/17/2021	UPLOADING AND HYPERLINK			
140758	Invoice	06/17/2021	COLOR SCANNING, SMALL FORMAT, PDF EXTRACT-05/17/21			
141064	Invoice	06/17/2021	COLOR SCANNING, SMALL FORMAT, FILE RENAME-05/21/21			
141126	Invoice	06/17/2021	COLOR SCANNING, REBINDING, PDF EXTRACT-05/24/2021			
141183	Invoice	06/17/2021	COLOR SCANNING, DEBINDING, PDF EXTRACT-05/24/2021			
	ADELE GOGGIA		06/17/2021	Regular	1,200.00	99527
INV0002455	Invoice	06/17/2021	PAY PERIOD #12			
	SEIU LOCAL 620		06/17/2021	Regular	226.18	99528
INV0002464	Invoice	06/17/2021	Employee Union Dues Contribution			
	UNITED WAY OF SANTA BARBARA COUNTY		06/17/2021	Regular	24.00	99529
INV0002465	Invoice	06/17/2021	Employee United Way Contribution			
	VANTAGEPOINT TRANSFER AGENTS - 457		06/17/2021	Regular	5,019.48	99530
INV0002456	Invoice	06/17/2021	ICMA Employee Contributions			

Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Payment Amount	Number
INV0002457	Invoice	06/17/2021	ICMA Employee Contributions			
INV0002470	Invoice	06/17/2021	ICMA Employee Contributions			
	AT&T MOBILITY		06/17/2021	Regular	210.56	99531
287303896883X06	Invoice	06/17/2021	CITY HALL MONTHLY PHONE BILL-MAY 2021			
	BIG GREEN CLEANING COMPANY		06/17/2021	Regular	658.00	99532
579557	Invoice	06/17/2021	WASHING OF CITY HALL WINDOWS-05/06/21			
	CANNON		06/17/2021	Regular	3,414.00	99533
76376	Invoice	06/17/2021	APR21 CARPINTERIA FEMA CRS APPLICATION			
76434	Invoice	06/17/2021	APR21 PLAN CHECKS FOR 477 CONCHA LOMA			
76435	Invoice	06/17/2021	APR21 PLAN CHECKS FOR 4295 CARP AVE			
	CARPINTERIA VALLEY WATER DISTRICT		06/17/2021	Regular	16,904.51	99534
CARP CITY 06/28/2	Invoice	06/17/2021	WATER SERVICE AT MULTIPLE LOCATIONS			
MAY21 1554876	Invoice	06/17/2021	WATER SERVICE AT TEMPORARY METER			
	COASTAL VIEW NEWS		06/17/2021	Regular	419.00	99535
57071	Invoice	06/17/2021	NOTICES OF PUBLIC HEARING ADVERTISING 05/20/2021			
57072	Invoice	06/17/2021	NOTICE INVITING BIDS FOR PAVEMENT REHAB 05/20/2021			
	COX BUSINESS		06/17/2021	Regular	135.94	99536
JUN21 001 3011 02	Invoice	06/17/2021	JUN21-VETS HALL INTERNET SERVICES			
	CPS HR CONSULTING		06/17/2021	Regular	8,700.00	99537
3074	Invoice	06/17/2021	MAY 2021 TOTAL COMPENSATION STUDY SERVICES			
	FRONTIER COMMUNICATIONS		06/17/2021	Regular	144.64	99538
JUN21 805-684-76	Invoice	06/17/2021	PHONE & INTERNET SERVICES FOR LG TOWER & BOATHOUSE			
	HOME DEPOT CREDIT SERVICES		06/17/2021	Regular	106.91	99539
5521103	Invoice	06/17/2021	27 GALLON STORAGE TOTES			
	HOUSING TRUST FUND OF SANTA BARBARA C		06/17/2021	Regular	2,000.00	99540
05/26/21	Invoice	06/17/2021	WORKFORCE HOMEBUYER DOWN PAYMENT PROGRAM SERVICES			
	MCCORMIX CORP		06/17/2021	Regular	289.29	99541
981290	Invoice	06/17/2021	FUEL FOR CITY VEHICLES			
	MNS ENGINEERS INC		06/17/2021	Regular	6,003.75	99542
77802	Invoice	06/17/2021	APR21 PROJECT OVERSIGHT SERVICES-HWY 101 PHASE 4A			
77863	Invoice	06/17/2021	APR21 INSPECTION SERVICES FOR GREEN HERON PROJECT			
77893	Invoice	06/17/2021	APR21 PLAN/MAP CHECKING FOR 5139 8TH ST			
	Void		06/17/2021	VOIDED CHECK	-	99543
	Void		06/17/2021	VOIDED CHECK	-	99544
	Void		06/17/2021	VOIDED CHECK	-	99545
	Void		06/17/2021	VOIDED CHECK	-	99546
	Void		06/17/2021	VOIDED CHECK	-	99547
	OAKRIDGE GEOSCIENCE INC		06/17/2021	Regular	660.00	99548
056.010-02	Invoice	06/17/2021	MAY21 GEOTECHNICAL SERVICES FOR 4295 CARP AVE			
056.011-02	Invoice	06/17/2021	MAY21 GEOTECHNICAL SERVICES FOR 5885 CARP AVE			
	SO CA EDISON		06/17/2021	Regular	11.94	99549
MAY21 700474689	Invoice	06/17/2021	ELECTRICITY-4683 9TH ST			
	STAPLES ADVANTAGE		06/17/2021	Regular	263.48	99550
3476957353	Invoice	06/17/2021	COFFEE CREAMER			
3477512144	Invoice	06/17/2021	PAPER, TONER FOR PRINTER			
	THE STORAGE PLACE		06/17/2021	Regular	370.00	99551
53812	Invoice	06/17/2021	UNIT 0905 RENT 6/23/21-7/22/21			
	TORO ENTERPRISES, INC.		06/17/2021	Regular	141,931.27	99552
14600	Invoice	06/17/2021	APR21 PROJECT SERVICES FOR PEDESTRIAN CROSSING SAFETY			

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
June 28, 2021

ITEM FOR COUNCIL CONSIDERATION

Contracts Executed by the City Manager on behalf of the City for the Period of May 15, 2021, through June 14, 2021.

STAFF RECOMMENDATION

Action Item ___; Non-Action Item _X_

Receive and file Report of Contracts Executed by the City Manager for the Period of May 15, 2021, through June 14, 2021.

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 May 15, 2021, through June 14, 2021.

FINANCIAL CONSIDERATIONS

All contracts entered into are within the appropriated budgeted amounts.

ATTACHMENTS

A. Report of Contracts Executed by the City Manager

Staff contact:
Brian C. Barrett, Interim City Clerk
(805) 755-4446, brianb@ci.carpinteria.ca.us

Reviewed by: Dave Durflinger, City Manager

Signature

Signature

ATTACHMENT A

Report of Contracts Executed by the City Manager
Period of May 15, 2021, through June 14, 2021.

VENDOR	PURPOSE	AMOUNT
Optony Inc.	RFP Management & Support Related to Solar Storage Development.	4,200.00
County of Santa Barbara	Tobacco Retailer Licensure Program	N/A

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
June 28, 2021

ITEM FOR COUNCIL CONSIDERATION

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

STAFF RECOMMENDATION

Action Item ___ Non-Action Item __x__

Receive and file the report

Sample Motion: None required

BACKGROUND / DISCUSSION

The City Council is the City of Carpinteria trustees and authorized to make investment decisions concerning public funds that are subject to the prudent investment standard. The Prudent Investor Standard of the California Government Code Section 53600.3 states, "when investing, reinvesting, purchasing, acquiring, exchanging, selling or managing public funds, a trustee shall act with care, skill, prudence and diligence under circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated need of the City, that a prudent person in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the City." The standard or prudence to be used by investment officials shall be applied in the context of managing the overall portfolio.

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

The purpose of this agenda matter is to provide the City Council with the required monthly Treasurer's Report.

POLICY CONSISTENCY

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

FINANCIAL CONSIDERATIONS

Cash Statement: At May 31, 2021, the City held cash and cash investments as shown in the table below.

Table I

CASH ACTIVITY FOR THE MONTH:	
Cash and Investment Beginning of the Month	$ 13,536,996.22
Cash Receipts	4,819,335.20
Cash Disbursements	(3,854,393.20)
Cash and Investment End of the Month	$ 14,501,938.22

Investments:

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

At May 31st the portfolio's average days to maturity was 1.49 years, the average coupon rate was 2.12%, the average yield to maturity was 0.12%, the par value was $4,764,000 and Market Value was $4,918,397.07.

The City does not intend to sell nor does it have any foreseeable need to sell any securities. The intention of the City's investment policy is to hold all securities to maturity; and securities so held are redeemed at par value resulting in no net market gain or loss.

Attached for City Council review is the Treasurer's Report that details a listing of all the investments and cash activity during the month.

The City of Carpinteria will be able to meet all expenditure obligations that might reasonably be anticipated for the next six-month period December 1, 2021.

LEGAL

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

PRINCIPAL PARTIES EXPECTED AT MEETING

Unknown

ATTACHMENTS

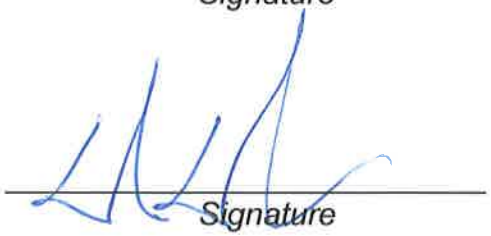
City of Carpinteria Treasurer's Report

Staff contact: Licette Maldonado,
Administrative Services Director
(805) 755-4448, licettem@ci.carpinterial.ca.us



Signature

Reviewed by: Dave Durflinger, City Manager
(805) 755-4400, daved@ci.carpinteria.ca.us



Signature

City Treasurer's Report

CITY OF CARPINTERIA TREASURER'S REPORT
For the Month Ended May 2021

CASH ACTIVITY FOR THE MONTH:

Cash and Investment Beginning of the Month	$ 13,536,996.22
Cash Receipts	4,819,335.20
Cash Disbursements	(3,854,393.20)
Cash and Investment End of the Month	$ 14,501,938.22

CASH AND INVESTMENT PORTFOLIO:

Type of Investment/Coupon/CUSIP #	Institution/Issuer	Yield to Maturity	Maturity Date	# Days to Maturity	Par Value	Market Value (1)	Book Value (2)
Demand Deposit - General Checking	Montecito Bank	N/A	N/A	N/A	597,284.04	597,284.04	597,284.04
Demand Deposit - Premier Public Money Market	Montecito Bank	0.62%	6/1/2021	1	3,258,459.04	3,258,459.04	3,258,459.04
Demand Deposit - Section 125 Checking	Montecito Bank	N/A	N/A	N/A	9,486.85	9,486.85	9,486.85
Demand Deposit - Payroll Checking	Montecito Bank	N/A	N/A	N/A	2,000.00	2,000.00	2,000.00
Demand Deposit - Money Market	Charles Schwab	0.01%	6/1/2021	1	9.38	9.38	9.38
Local Agency Investment Fund	State of California	0.62%	6/1/2021	1	5,883,703.70	5,883,703.70	5,883,703.70
Treasury Note, 1.375% (912828R77)	U.S. Government	0.13%	5/31/2021	0	90,000.00	90,000.00	89,913.36
Treasury Note, 1.125% (912828S27)	U.S. Government	0.13%	6/30/2021	30	93,000.00	93,072.65	92,581.69
Treasury Note, 1.125%, (912828S76)	U.S. Government	0.14%	7/31/2021	61	94,000.00	94,161.56	93,749.81
Treasury Note, 1.125%, (9128282F6)	U.S. Government	0.14%	8/31/2021	92	91,000.00	91,241.71	91,000.00
Treasury Note, 1.125%, (912828T34)	U.S. Government	0.15%	9/30/2021	122	91,000.00	91,327.03	90,982.35
Treasury Note, 1.25%, (912828T67)	U.S. Government	0.15%	10/31/2021	153	94,000.00	94,470.00	93,759.60
Treasury Note, 1.75%, (912828U65)	U.S. Government	0.14%	11/30/2021	183	95,000.00	95,801.56	94,954.72
Treasury Note, 2.0%, (912828U81)	U.S. Government	0.14%	12/31/2021	214	107,000.00	108,203.75	106,711.89
Treasury Note, 1.875%, (912828V72)	U.S. Government	0.15%	1/31/2022	245	130,000.00	131,584.38	129,304.11
Treasury Note, 1.875%, (912828W55)	U.S. Government	0.15%	2/28/2022	273	138,000.00	139,875.93	137,594.13
Treasury Note, 1.875%, (912828W89)	U.S. Government	0.15%	3/31/2022	304	132,000.00	133,980.00	131,530.54
Treasury Note, 1.875%, (912828X47)	U.S. Government	0.16%	4/30/2022	334	167,000.00	169,739.84	166,999.92
Treasury Note, 1.75%, (912828XR6)	U.S. Government	0.16%	5/31/2022	365	179,000.00	181,992.65	178,310.26
Treasury Note, 1.75%, (912828XW5)	U.S. Government	0.16%	6/30/2022	395	177,000.00	180,180.46	176,343.17
Treasury Note, 1.875%, (9128282P4)	U.S. Government	0.16%	7/31/2022	426	177,000.00	180,705.94	176,924.33
Treasury Note, 1.625%, (9128282S8)	U.S. Government	0.16%	8/31/2022	457	168,000.00	171,228.74	167,062.69
Treasury Note, 1.875%, (9128282W9)	U.S. Government	0.16%	9/30/2022	487	165,000.00	168,892.96	164,718.17
Treasury Note, 2.0%, (9128283C2)	U.S. Government	0.16%	10/31/2022	518	179,000.00	183,782.65	178,509.11
Treasury Note, 2.0%, (912828M80)	U.S. Government	0.17%	11/30/2022	548	175,000.00	179,949.21	174,454.00
Treasury Note, 2.125%, (912828N30)	U.S. Government	0.17%	12/31/2022	579	161,000.00	166,106.71	160,091.79
Treasury Note, 2.375%, (9128283U2)	U.S. Government	0.17%	1/31/2023	610	169,000.00	175,337.50	168,003.85
Treasury Note, 2.625%, (9128284A5)	U.S. Government	0.17%	2/28/2023	638	171,000.00	178,454.52	171,184.09
Treasury Note, 2.5%, (9128284D9)	U.S. Government	0.17%	3/31/2023	669	171,000.00	178,401.09	170,243.30
Treasury Note, 2.625%, (9128284U1)	U.S. Government	0.19%	6/30/2023	760	100,000.00	105,156.25	99,563.57
Treasury Note, 2.75%, (912828Y61)	U.S. Government	0.19%	7/31/2023	791	400,000.00	422,375.00	398,795.22
Treasury Note, 2.75%, (9128284X5)	U.S. Government	0.20%	8/31/2023	822	400,000.00	423,062.48	399,721.60
Treasury Note, 2.875%, (9128285D8)	U.S. Government	0.20%	9/30/2023	852	250,000.00	265,625.00	249,335.00
Treasury Note, 2.5%, (9128285Z9)	U.S. Government	0.22%	1/31/2024	975	200,000.00	212,062.50	199,388.94

Treasury Note, 2.375%, (9128286G0)	U.S. Government	0.23%	2/29/2024	1004	200,000.00	211,625.00	199,264.00
					14,514,943.01	**14,669,340.08**	**14,501,938.22**

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

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

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

Based upon currently budgeted revenues and expenditures, the City currently has sufficient liquid financial resources to meet anticipated expenditures during the period 6/01/21 through 12/01/21.

WEIGHTED AVERAGE MATURITY OF PORTFOLIO

As of May 31, 2021 the weighted average days to maturity of the City's investment portfolio is 1.49 years.

FOOTNOTES TO REPORT/DEFINITION OF TERMS:

(1) The market value of U.S. Goverment Securities was provided by the custodial agent, Charles Schwab.
For the Local Agency Investment Fund the market value represents the contract value.

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

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

Par Value: Equals face value of security (value of the security when it reaches maturity).
Market Value: The last price for which a security was bought or sold. In this case, the value as of the last day of the month of this report.
Book Value: The amount at which the security is carried in the City's accounting records (adjusted at year-end for GASB 40 reporting purposes).

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
June 28, 2021

ITEM FOR COUNCIL CONSIDERATION

Consideration of Resolution No. 6061, authorizing the engagement of Santa Barbara County Office of Elections/Registrar of Voters to assist the City Clerk in matters related to a proposed initiative measure.

STAFF RECOMMENDATION

Action Item X; Non-Action Item ___

1. Adopt Resolution No. 6061, authorizing the engagement of the Santa Barbara County Office of Elections/Registrar of Voters to assist the City Clerk in matters related to a proposed initiative measure.

Sample Motion: I move to:

1. Adopt Resolution No. 6061, as read by title only.

(This motion requires a roll call vote.)

BACKGROUND/

On June 4, 2021, the proponents of a proposed initiative measure filed a Notice of Intent to Circulate Petition with the City Clerk. The City Attorney has prepared an impartial ballot title and measure summary, which the City Clerk submitted to the proponents on June 18, 2021. The process of a municipal initiative measure is described in Elections Code Section 9200 – 9226. Should the initiative measure proceed, petition signatures will need to be verified pursuant to the Elections Code.

The purpose of this agenda matter is for the Council to consider adopting Resolution No. 6061 (see Attachment C) authorizing the engagement of Santa Barbara County Office of Elections/Registrar of Voters to assist the City Clerk in matters related to a proposed initiative measure.

DISCUSSION

An initiative is a means by which citizens may proposed to create, amend, or repeal a State law, constitutional provision, or a local ordinance through the collection of petition signatures from a certain minimum number of registered voters. Successful petition efforts result in the proposal being presented to voters within the State or other local government jurisdiction. Initiatives are also referred to as ballot initiatives, ballot measures, popular initiatives, voter initiatives, citizen initiatives, and proposition.[1]

The California Elections Code section 9200 et seq. specifies the procedure for the processing of voter initiatives. The major actions and due dates are bolded and described below in chronological order and are included with the specific references to the Elections Code in Attachment B of this report. The timeframe for the majority of actions required in the initiative process are predicated by the timing of prior actions. Since the initiative process recently began, there are still many dates still to be determined.

Proponents File Notice of Intent to Circulate Petition **June 4, 2021**
The proponents of the proposed ballot measure filed a Notice of Intent to Circulate Petition with the City Clerk on June 4, 2021. This filing date starts the clock on the initiative process.

City Attorney Prepares Ballot Title and Summary **June 19, 2021**
The City Attorney must prepare an impartial ballot title and summary of the proposed measure within 15 days of the filing of the Notice of Intent (June 19, 2021). The City Attorney submitted the ballot title and summary to the City Clerk on June 18, 2021.

Proponents Receive Ballot Title and Summary **June 18, 2021**
The City Clerk provided a copy of the ballot title and summary of the proposed measure to the proponents on June 18, 2021.

Publish/Post Notice of Intent, Ballot Title and Summary **To Be Determined**
The proponents are required to publish and/or post the notice of intent, ballot title and summary of the proposed measure after receipt from the City Clerk.

File Proof of Publication, Affidavit of Posting, or Both **To Be Determined**
The proponents must file proof of publication, an affidavit of posting, or both with the City Clerk within 10 days after the date of publication/posting.

Commence with Circulating Petition for Signatures **To Be Determined**
The proponents can begin collecting signatures on the petition after the publication of the notice of intent, ballot title and summary of the proposed measure.

[1] https://ballotpedia.org/Ballot_initiative

Order Report of Effect **To Be Determined**

The City Council may order a report of effect of the proposed initiative during the circulation of the petition or during the Council meeting at which the Certificate of Sufficiency is approved (see below). The report may include fiscal impacts, effect on the General Plan, and impacts on funding for infrastructure, the community's ability to attract/retain business, among others matters.

File Signed Petition with City Clerk **No Later Than December 15, 2021**

The proponents must file the signed petition with the City Clerk within 180 days after receipt of the ballot title and summary. The deadline to submit the petition is December 15, 2021. If the petition is not filed by December 15, 2021, the petition is voided and the process stops.

Conduct Cursory Review of Signatures **To Be Determined**

Once the proponents file the signed petition with the City Clerk, the Clerk shall conduct a cursory check of signatures to determine if the number of signatures equals or exceeds ten percent (10%) of the registered voters in the City at the time of the last election. If it is determined that the number of valid signatures does equal or exceed ten percent (10%) of the registered voters in the City, the Clerk will submit the signed petition to County Elections for signature verification. If it is determined that the number of valid signatures does not equal or exceed ten percent (10%) of the registered voters in the City, the City Clerk shall take no further action.

Conduct Signature Verification **To Be Determined**

County Elections would conduct signature verification of the petition within 30 days from the date the proponents filed the petition with the City Clerk.

Approve Certificate of Sufficiency **To Be Determined**

If the number of valid signatures on the petition equals or exceeds ten percent (10%) of the registered voters in the City at the time of the last election, the Council shall approve the Certificate of Sufficiency at the next regular Council meeting following receipt of the certificate from the County.

Adoption of Ordinance, or Submittal to the Voters, or Ordering of Report of Effect
To Be Determined

Within ten (10) days after the Council meeting where the Certificate of Sufficiency is presented, the City Council must either (1) adopt the Ordinance (unchanged), or (2) submit the Ordinance to the Voters (unchanged), or (3) order report of effect of the proposed measure. If the Council orders the report of effect, the Council must adopt the Ordinance or submit to the Voters within ten (10) days of the presentation of the report. In addition, the Council must hear the report of effect within thirty (30) days of the approval of the Certificate of Sufficiency. The report may include fiscal impacts, effect on the General Plan, and impacts on funding for infrastructure, the community's ability to attract/retain business, among others matters.

Consolidation with County **To Be Determined**

At least eighty eight (88) days prior to the date of the next regular election, the Council must file with the Board of Supervisors a resolution requesting consolidation with the County for consideration of the proposed measure. The next regular election will be held on November 8, 2022 and the last date to file the initiative with the Board of Supervisors is August 12, 2022.

Election Day **To Be Determined**

POLICY CONSISTENCY

The initiative process outlined in this report is consistent with the California Elections Code.

FINANCIAL CONSIDERATIONS

The cost of engaging Santa Barbara County Office of Elections/Registrar of Voters for signature verification services is not known at this time. The County will provide a cost estimate in the near future.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The City Attorney's Office has reviewed this staff report and attachments and will be available at the meeting to answer questions.

OPTIONS

1. Adopt Resolution No. 6061, authorizing the engagement of the Santa Barbara County Office of Elections/Registrar of Voters to assist the City Clerk in matters related to a proposed initiative measure.
2. The Council could choose to not adopt Resolution No. 6061 and direct staff as appropriate.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

ATTACHMENTS

Attachment A: Draft Resolution No. 6061

Staff contact:
Brian C. Barrett, Interim City Clerk
(805) 755-4446; brianb@ci.carpinteria.ca.us

Signature

Reviewed by: Dave Durflinger, City Manager
(805) 755-4400, daved@ci.carpinteria.ca.us

Signature

Attachment A

Resolution No. 6061

RESOLUTION NO. 6061

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA, CALIFORNIA, AUTHORIZING THE ENGAGEMENT OF SANTA BARBARA COUNTY OFFICE OF ELECTIONS/REGISTRAR OF VOTERS TO ASSIST THE CITY CLERK IN MATTERS RELATED TO A PROPOSED INITIATIVE MEASURE

WHEREAS, the City of Carpinteria ("City") received a Notice of Intent to Circulate Petition for a proposed initiative measure on June 4, 2021 which the City Clerk immediately transmitted to the City Attorney; and

WHEREAS, the City Attorney prepared an impartial ballot title and measure summary which the City Clerk submitted to the proponents on June 18, 2021; and

WHEREAS, the City finds it beneficial to begin working with Santa Barbara County Office of Elections/Registrar of Voters ("County Elections") as soon as possible in order to meet the processing deadlines required by law; and

WHEREAS, the City Council desires the assistance of the County Elections in providing support services to the City Clerk regarding the City Clerk's duties under the Elections Code related to the proposed initiative petition, including a full check and examination of signatures and determination of the sufficiency/verification of signatures should the initiative proponents file signatures on a petition with the City; and

WHEREAS, the City shall reimburse the County of Santa Barbara for the cost of any services provided hereunder.

NOW, THEREFORE, **BE IT RESOLVED** as follows:

SECTION 1. The above recitals are true and correct.

SECTION 2. The City Council authorizes the City Manager, City Clerk, or their designees to enter into an agreement with the County of Santa Barbara Office of Elections/Registrar of Voters for the provision of election support services to the City Clerk in support of the City Clerk's duties under the Elections Code, including but not limited to those duties set forth in Elections Code Section 9211.

PASSED, APPROVED AND ADOPTED on the 28th day of June, 2021, by the following vote:

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

ABSTAIN: COUNCILMEMBER:

_____
Mayor, City of Carpinteria

ATTEST:

_____
Interim 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 on June 28, 2021.

_____
Interim 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

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
June 28, 2021

ITEM FOR COUNCIL CONSIDERATION

Resolution No. 6062, authorizing the submittal of an application for Locally-Operated State Park Program Grant (LOSPP) funds to the California Department of Parks and Recreation Office of Grants and Local Services (OGALS).

STAFF RECOMMENDATION

Action Item _X_; Non-Action Item ___

Adopt Resolution No. 6062, authorizing the submittal of an application for Locally-Operated State Park Program Grant Funds.

Sample Motion: I move to Adopt Resolution No. 6062, as read by title only.

(Roll Call Vote required)

BACKGROUND

The Locally-Operated State Park Program originates from Proposition 68, placed on the ballot via Senate Bill 5 (DeLeon, Chapter 852, statutes of 2017), and approved by voters on June 5, 2018. Funds for the program have been appropriated in the State Budget. Legislative program information is found in the Public Resources Code (PRC) beginning at §80073(a).

Under the general Locally-Operated State Park Program, funds are available for renovation of aging infrastructure in urgent need of repair within a locally-operated unit of the California State Park System.

In order to apply for the funding, the City of Carpinteria must pass one resolution approving the filing of all application packets associated with the contract.

DISCUSSION

In order to receive Locally-Operated State Park Program grant funds for improvements and rehabilitation of the beach at the end of Linden Avenue, Resolution No. 6062 must be approved.

The project includes coordination of coastal access improvements on both City and State-owned property. The goal is to replace the worn out and poorly designed

pedestrian amenities with replacements that address current deficiencies. The primary goal is to make this very popular coastal access location accessible. The Concept Project also improves bicycle parking, enlarges the area available for outdoor furnishings such as tables with seating, emergency and maintenance vehicle access, a new lifeguard station, improved accommodation of trash service. See Attachment B, Site Plan.

Once completed, the project will enhance coastal access and public safety while improving aesthetics and encouraging public use.

The Resolution includes provisions requiring the City to further expand efforts in promoting diversity and inclusion in our public park system.

POLICY CONSISTENCY

The City's General Plan and Local Coastal Plan supports providing adequate parks and recreation facilities to meet the needs of the Community.

> **Open Space, Recreation & Conservation Element**
> **Objective OSC-14.** *Provide for adequate park and recreation facilities to meet the needs of the community and visitors.*
>
> **Implementation Measure 61.** *Support development of new or expanded park and recreation facilities* as *demand/need dictates. When latent demand for parks and recreation facilities is identified, adequate parkland and facilities shall be identified and pursued.*

FINANCIAL CONSIDERATIONS

Adoption of the Resolution will allow the City of Carpinteria to apply for Locally-Operated State Park Program grants for parks and recreation of 300,000. A minimum match requirement is at least 25% ($75,000) of the total project cost. The match funds are available in the City's Park Improvement Fund.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

No legal analysis is presented as a part of this report.

OPTIONS

1. Approve and adopt the Resolution No. 6062 to allow application for Locally-Operated State Park Program grants.

2. Do not adopt Resolution No. 6062 and do not apply for grant funds under this program.

PRINCIPAL PARTIES EXPECTED AT MEETING

None.

ATTACHMENTS

A. Resolution Number: 6062
B. Concept Site Plan

Staff contact: Matt Roberts, Parks, Recreation, and Public Facilities Director
(805) 755-4449 mattr@ci.carpinteria.ca.us

Matthew Roberts
Signature

Reviewed by: Dave Durflinger, City Manager
(805) 755-4400, daved@ci.carpinteria.ca.us

Signature

RESOLUTION NUMBER: 6062

RESOLUTION OF THE CITY COUNCIL OF CITY OF CARPINTERIA APPROVING THE APPLICATION FOR LOCALLY-OPERATED STATE PARK PROGRAM GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Locally-Operated State Park Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

NOW, THEREFORE, BE IT RESOLVED that the City of Carpinteria hereby:

APPROVES THE FILING OF AN APPLICATION FOR THE LINDEN BEACH PLAZA COASTAL ACCESS PROJECT; AND

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and

2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and

3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and

4. Delegates the authority to the City Manager, or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and

5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

6. Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G)

PASSED, APPROVED AND ADOPTED on 28th day of June, 2021, by the following vote:

AYES: COUNCILMEMBER(S): _____
NOES: COUNCILMEMBER(S): _____
ABSENT: COUNCILMEMBER(S): _____
ABSTAIN: COUNCILMEMBER(S): _____

_____
Mayor, City of Carpinteria

ATTEST:

_____
City Clerk, City of Carpinteria

I, the undersigned, hereby certify that the foregoing Resolution Number 6062 was duly adopted on 28th day of June, 2021 by the City of Carpinteria following a roll call vote:

_____
City Clerk, City of Carpinteria

APPROVED AS TO FORM:

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

Attachment B

Site Plan

(E) CONCRETE WALL
(N) CURB CUT RAMP
(N) TRASH ENCLOSURE
(N) BEACH ACCESS RAMP; PEDESTRIAN AND EMERGENCY VEHICLES
ROW
ROW
(E) SIDEWALK
HC
(N) POLE LIGHTS WITH DOUBLE LAMPS
(N) PINDO PALMS ALONG ON AT GRADE PLANTERS
(N) CONCRETE BENCHES
(E) PINDO PALM
(E) MEXICAN FAN PALMS
SLOPE DOWN 3% MAX
(E) PARKING LOT
(N) ELEC. PANEL
HC VAN
(E) SEAL MONUMENT
(E) SIDEWALK
(N) LIFEGUARD TOWER; SEE L2 FOR PLAN AND ELEVATIONS
SLOPE DOWN 3% MAX.
3% MAX. SLOPE
ROW
ROW
(N) BIKE RACKS
(N) DRINKING FOUNTAIN
ALTERNATE 12' WIDE BEACH ACCESS FOR EMERGENCY VEHICLES
(N) SEAT WALL AND SHOWERS
AT GRADE TRANSITION TO BEACH SAND
(N) REMOVABLE CONCRETE CORNHOLE BOARDS
(N) CONCRETE PICNIC TABLES
(N) GUADALUPE PALM ON RAISED PLANTER
(N) SHUFFLEBOARD COURT
(N) INTEGRAL COLOR CONCRETE PAVEMENT W/ SANDCAST FINISH AND SAWCUT PATTERN
BEACH
(E) METAL BENCHES
(N) SEAT WALL
(N) CONCRETE BENCH RETAINING WALL
(E) GUADALUPE PALM
(E) SEASONAL CONCESSIONS TRAILER
3% MAX. SLOPE
(E) BOARDWALK
(N) SAND DUNE RESTORATION AREA
(N) ELEC. PANEL
(N) BAT RAY RAISED STAGE WITH SCULPTURES
(N) POLE LIGHTS TO MATCH EXISTING
(N) STAGGERING CONCRETE RETAINING SEAT WALL WITH SEA CREATURES RELIEF PANELS AND BOULDERS
(N) GUADALUPE PALMS AT PLAZA; PLANTED ON AT GRADE PLANTERS
(E) GUADALUPE PALMS ON NEW 12" H RAISED PLANTER

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
June 28, 2021

ITEM FOR COUNCIL CONSIDERATION

Designation of City Attorney Representative from Brownstein Hyatt Farber Schreck ("Brownstein").

STAFF RECOMMENDATION

Action Item X; Non-Action Item ___

Authorize the Mayor to sign an amendment to section 3 of the Legal Services Agreement between Brownstein and City of Carpinteria ("Agreement") designating City Attorney representative.

Sample Motion: I move to Authorize Mayor to sign the attached amendment designating the City Attorney Representative.

BACKGROUND AND DISCUSSION

The City of Carpinteria ("City") has contracted with the law firm of Brownstein for City Attorney services since the 1980s. Brownstein is a full service law firm and provides the City with routine legal services, e.g., attendance at City Council meetings and with special services, e.g., litigation representation.

Under the current Agreement, Peter Brown ("Mr. Brown") is designated as the City Attorney representative from Brownstein. Mr. Brown recently notified the City Council that he is planning to retire at the end of the current month. Although the current Agreement, attached hereto as Attachment A, identifies Peter Brown as the "principal contact attorney", numerous Brownstein attorneys provide legal services to the City. Specifically, for the past several years, Jena Acos has provided day-to-day management of the City's legal issues on behalf of Brownstein.

As a result of Mr. Brown's impending retirement, Section 3 of the Agreement must be updated to designate a City Attorney representative from Brownstein as the "principal contact attorney". According to the terms of the Agreement, an amendment has been

prepared by Brownstein's General Counsel for the City Council's consideration. The draft amendment is attached to this staff report as Attachment B.

POLICY CONSISTENCY

Updating the Agreement for legal services as recommended is consistent with the City's interest in maintaining effective legal counsel via an appropriate agreement.

FINANCIAL CONSIDERATIONS

There are no financial impacts associated with this item.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The original Agreement and attached amendment will be reviewed prior to execution by special legal counsel for the City.

OPTIONS

1. The Council could authorize the Mayor to sign the attached amendment designating Jena Acos as the City Attorney Representative under the Agreement.
2. The Council could choose to not authorize the Mayor to sign the attached amendment designating Jena Acos as the City Attorney Representative under the Agreement.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

ATTACHMENTS

Attachment A:	Legal Services Agreement between Brownstein and City of Carpinteria
Attachment B:	*[Proposed]* Amendment to Section 3 of Legal Services Agreement between Brownstein and City of Carpinteria

Staff contact:
Dave Durflinger, City Manager
(805) 755-4400, daved@ci.carpinteria.ca.us

Signature

ATTACHMENT A

AGREEMENT FOR PERFORMANCE OF LEGAL SERVICES

THIS AGREEMENT FOR PERFORMANCE OF LEGAL SERVICES ("Agreement") is effective _____, 2014, between the **CITY OF CARPINTERIA,** hereinafter referred to as "City," and **BROWNSTEIN HYATT FARBER SCHRECK,** a Colorado limited liability partnership, hereinafter referred to as "Firm" (together referred to as the "parties").

WHEREAS, Firm desires to perform legal services for City; and

WHEREAS, City desires to contract for legal services with Firm under the terms and conditions of this Agreement;

NOW, THEREFORE, City and Firm mutually agree as follows:

1. **RETENTION OF FIRM.**

City hereby contracts with Firm and Firm hereby agrees to perform legal services on the terms and conditions as set forth below.

2. **DESCRIPTION OF LEGAL SERVICES.**

The legal services to be performed by Firm, including those legal services that otherwise would be provided by a City Attorney if the City appointed one, shall be determined and modified from time to time by the City Council and shall include the following, without limitation:

a. Firm will provide legal advice to the City Council, City Boards, Commissions, Committees, other entities formed by the City Council to serve the interests of the City or as may be designated by the City Manager, and City staff in the performance of their duties.

b. Firm will represent City, and its officers, employees and agents as deemed appropriate, in all administrative and legal proceedings, as authorized by the City Council and requested by the City Manager.

c. Firm will prepare or review as to form all resolutions, ordinances, contracts, agreements, and other legal documents or instruments as may be required.

d. An attorney of Firm will attend all City Council meetings and such meetings of City Boards, Commissions, Committees, and other entities as may be requested by the City Council or City Manager, and will meet with City staff to discuss matters involving legal issues related to City business as requested by the City Manager.

e. Firm specifically will advise the City Council in a manner designed to avoid potential litigation as appropriate and expeditiously resolve outstanding lawsuits and legal issues in the most cost-effective manner.

f. Firm will provide training to the City Council, City Boards, Commissions, Committees, and City staff as deemed appropriate and as requested by the City Manager.

g. Firm will perform all other duties as may be requested by the City Council or City Manager.

City may engage legal representation other than from Firm when such representation is necessary to avoid a potential conflict of interest or to obtain expertise not offered by Firm.

3. DESIGNATION OF PRINCIPAL CONTACT.

Peter N. Brown, who is employed by Firm, will serve as the principal contact attorney for City with responsibility for account management and overall performance of the legal services provided hereunder. Mr. Brown shall have the authority to designate other attorneys from Firm to assist in the provision of the legal services provided hereunder. Should Mr. Brown cease to be employed by Firm, Firm will appoint another attorney of Firm to serve as the principal contact attorney under this Agreement, which appointment shall be memorialized by an amendment to this Agreement.

4. INDEPENDENT CONTRACTOR STATUS.

City and Firm agree that any employee of Firm providing legal services under this Agreement is at all times acting as an independent contractor rather than as an employee of City. Firm's employees shall at all times be under Firm's exclusive direction and control. Firm and its employees are free to contract to provide similar or different legal services to other clients while Firm is under contract with City. No provision of this Agreement shall be interpreted or construed to give City the right to (i) direct Firm or any employee of Firm as to the details of how the legal services provided hereunder are to be rendered or (ii) exercise any measure of control over the means by which such legal services are accomplished. City only has the right to direct Firm as to the desired end results with respect to any legal services to be provided hereunder. No employee of Firm shall be eligible for any employee benefits provided by City in connection with performance of legal services under this Agreement. Except for fees and costs paid to Firm as provided in this Agreement, City shall not pay salaries, wages or other compensation to Firm or to any employee of Firm for performing legal services for City hereunder.

5. FEES AND COSTS.

Firm shall provide legal services by charging an hourly fee for time which any employee of Firm spends on such services. Rates for hourly fees for legal services are attached hereto as Schedule A. Time for legal services is billed in minimum units of 0.10 hours (six minutes) for all tasks performed, including, but not limited to, telephone calls, correspondence, meetings,

research and investigation, review and preparation of documents, and travel and waiting time. The hourly rates set forth in Schedule A are subject to change not more than once each calendar year. Firm will give City not less than thirty (30) days' prior written notice of any such change. Firm shall consult with City on any matter which is likely to require substantial attorney time for completion so as to assist City in budgeting.

Highly specialized legal services outside the scope of services commonly required by municipalities, including but not limited to lobbying, tax, and intellectual property services, are available to City pursuant to this Agreement; the parties may agree to the provision of such services at rates to be agreed upon by the parties at the time that provision of such services may be appropriate.

6. INVOICES FOR LEGAL SERVICES; COSTS AND EXPENSES.

a. Firm may incur various costs and expenses in performing legal services under this Agreement, including but not limited to long distance telephone calls, facsimiles, messenger and delivery fees, postage, charges for computer-assisted research and outside legal research, investigation expenses, consultant fees, witness fees, filing fees, court reporter fees, mileage door to door and parking, out of town travel, photocopying and other reproduction, word processing charges, charges for computer time, and other similar items.

b. For specified items, costs will be charged by Firm at the rates listed on Schedule B. For cost items not listed on Schedule B, Firm will charge City Firm's actual costs for all costs and expenses incurred on City's behalf. The rates on Schedule B are subject to change not more than once each calendar year. Firm will give City not less than thirty (30) days notice of any changes.

c. City agrees to pay all fees, costs and other charges promptly upon Firm's submission of invoices. If Firm advances any costs, Firm will bill City for such costs along with invoices for fees, and City agrees to promptly reimburse Firm.

d. Each month City will be sent a statement of the fees and costs City has incurred for legal services. City's payment is to be received by Firm by the last day of the month following the cutoff date of the statement. By way of example, in June, City will receive a statement for May's fees and costs; Firm should receive City's payment by June 30. Should City have questions regarding a statement, City will promptly contact the principal contact Firm attorney designated in Section 3 above to resolve any such questions.

7. LOYAL AND CONSCIENTIOUS PERFORMANCE OF SERVICES.

Firm agrees that to the best of its ability and experience, Firm will at all times loyally and conscientiously perform all of the legal services and obligations required of Firm, either expressly or implicitly by the terms of this Agreement.

8. TERMINATION OF AGREEMENT BY CITY OR BY FIRM WITHOUT CAUSE.

Either City or Firm, upon thirty (30) days' written notice to the other, may terminate this Agreement without the necessity of providing or otherwise establishing any cause for such termination.

Either City or Firm will at all times have the right to terminate this Agreement immediately upon written notice (for Firm, subject to applicable professional and ethical obligations) if such party determines that continued operation under the Agreement would be unethical or inappropriate.

9. PROCEDURE FOR TERMINATION OF AGREEMENT; EFFECT OF TERMINATION OF AGREEMENT ON FEES AND COSTS.

Each party agrees to sign any documents reasonably necessary to effect or complete Firm's discharge or withdrawal. Upon the conclusion of Firm's services, all unpaid fees for legal services and costs through the conclusion date shall become immediately due and payable.

In the event of the termination of this Agreement, Firm shall be entitled to the compensation earned by Firm prior to the date of termination as provided for in this Agreement computed on a prorated basis up to and including the date on which this Agreement terminates. Firm shall be entitled to no compensation under this Agreement for any legal services rendered after the date of termination other than for services deemed reasonably necessary and required to protect City's interest and fulfill Firm's legal and/or ethical obligations to City.

If City discharges Firm or Firm elects to withdraw, City agrees to immediately secure new counsel. If an attorney of Firm is the attorney of record in any proceeding at such time, City agrees to cooperate fully in substituting such new counsel as City's attorney of record.

All legal files maintained by Firm pertaining to the services provided to City pursuant to this Agreement are and will remain property of City; however, work product of Firm, including but not limited to notes and research prepared by Firm, will be and remain the property of Firm. At the conclusion of Firm's services, City's files will be transferred to City upon request. If City does not request the return of City's files within two (2) years from either the completion of work on the matter or the termination of Firm's relationship by discharge or withdrawal, Firm has the right, but not the obligation, to destroy any files created and maintained by Firm with respect to such matter after providing the City with thirty (30) days prior written notice of City's right to receive transfer of such files.

10. INSURANCE.

Firm will obtain and carry in full force and effect during the term of this Agreement the following insurance coverage:

a. Liability insurance coverage as is customary for law firms;

b. Worker's compensation insurance; and

c. Professional liability insurance in an amount not less than $10 million each event/general aggregate.

11. PERMITS AND LICENSES.

Firm, at its sole expense, will acquire and maintain or will require the acquisition and maintenance, during the term of this Agreement, of all permits, licenses, and certificates that may be required, as determined by Firm, in connection with the performance of legal services under this Agreement. Firm occasionally provides lists of representative clients in response to requests for proposal or to legal or other publications and may use City's name in marketing materials. By entering into this Agreement, City consents that such use is acceptable.

12. NOTICES.

Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid, with return receipt requested. Mailed notices shall be to Firm at 1020 State Street, Santa Barbara, California 93101 to the attention of the Firm attorney specified in Section 3 above, and to City at the City Hall, City of Carpinteria, 5775 Carpinteria Avenue, Carpinteria, California 93013. Each party may change its address by written notice in accordance with this Section. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed received as of two (2) days after mailing.

13. ASSIGNABILITY.

This Agreement is for Firm's provision of legal services to City. Any attempt by Firm to assign the benefits or burdens of this Agreement without City's written approval is prohibited and will be null and void.

14. RULES OF CONSTRUCTION.

Each party to this Agreement has had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either party.

15. AUTHORITY/MODIFICATION.

The parties represent and warrant that all necessary action has been taken by the parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment that is executed by both parties. The City Manager, or designee, may execute such amendment on behalf of City.

16. ACCEPTANCE OF FACSIMILE AND ELECTRONIC SIGNATURES.

The parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile or electronic transmission. Such facsimile or electronic signature will be treated in all respects as having the same effect as an original signature.

17. EFFECTIVE DATE.

Unless City Manager gives verbal or written direction to Firm to begin providing legal services sooner, this Agreement becomes effective on December 15, 2014.

18. ENTIRE AGREEMENT.

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the performance of legal services by Firm with City and contains all of the covenants and agreements between the parties with respect to the performance of such legal services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

Firm makes no representations, promises or guarantees about the outcome of any matter for which Firm provides representation to City. Nothing in this Agreement shall be construed as such a representation, promise or guarantee, nor shall any oral statement of any attorney or personnel employed by Firm be construed as such a representation, promise or guarantee.

19. MODIFICATION; SEVERABILITY.

If any provision of this Agreement is held to be invalid, illegal or unenforceable by any court or arbitrator of competent jurisdiction, then solely as to such jurisdiction and subject to this Section, that provision shall be limited ("blue-penciled") to the minimum extent necessary so that this Agreement shall otherwise remain enforceable in full force and effect in such jurisdiction and without affecting in any way the enforceability of this Agreement in other jurisdictions. To the extent such provision cannot be so modified, the offending provision shall, solely as to such jurisdiction, be deemed severable from the remainder of this Agreement, and the remaining provisions contained in this Agreement shall be construed to preserve to the maximum permissible extent the intent and purposes of this Agreement in such jurisdiction and without affecting in any way the enforceability of this Agreement in other jurisdictions.

20. CALIFORNIA LAW TO GOVERN.

This Agreement shall be governed by and construed in accordance with the laws of the State of California, with exclusive venue lying in the County of Santa Barbara.

IN WITNESS WHEREOF, the parties have executed this Agreement in triplicate on the date first above written.

CITY OF CARPINTERIA

By _____
Gregg Carty
Mayor, City of Carpinteria

ATTEST:

_____
Fidela Garcia, City Clerk

APPROVED AS TO FORM:

_____
Jeffrey A. Dinkin
Special Counsel to City

BROWNSTEIN HYATT FARBER SCHRECK

By _____
Jonathan G. Pray
Deputy General Counsel

20. CALIFORNIA LAW TO GOVERN.

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IN WITNESS WHEREOF, the parties have executed this Agreement in triplicate on the date first above written.

CITY OF CARPINTERIA

By _____
Gregg Carty
Mayor, City of Carpinteria

ATTEST:

_____
Fidela Garcia, City Clerk

APPROVED AS TO FORM:

_____
Jeffrey A. Dinkin
Special Counsel to City

BROWNSTEIN HYATT FARBER SCHRECK

By _____
Jonathan G. Pray
Deputy General Counsel

SCHEDULE A

The hourly rates for legal personnel of Brownstein Hyatt Farber Schreck for legal services related to representation of City pursuant to the Agreement are provided below.

Partners	$350/Hour
Except: attendance at City Council and Planning Commission meetings; simple review of staff–generated ordinances, resolutions and contracts	$275/Hour
Counsel	$330/Hour
Except: attendance at City Council and Planning Commission meetings; simple review of staff–generated ordinances, resolutions and contracts	$275/Hour
Associates	$270/Hour
Except: attendance at City Council and Planning Commission meetings; simple review of staff–generated ordinances, resolutions and contracts	$270/Hour
Planners	$170/Hour
Paralegals/Law Clerks	$170/Hour

All of the above rates are subject to change as set forth in the Agreement to which this Schedule is attached.

SCHEDULE B:

The items listed below will be charged to City at the indicated rates.

City of Carpinteria Cost Summary – Description and Rate	
Airfare	Carrier's Standard Rate
Research – Westlaw	Firm's Cost
Research – Lexis	Firm's Cost
Business Meals	Vendor's Rate
Deposition Costs	Vendor's Rate
Delivery/Ground Transportation	Carrier's Standard Rate
Federal Express	Carrier's Standard Rate
Filing Fees	Vendor's Rate
Lodging	Vendor's Rate
Miscellaneous	Vendor's Rate
Mileage/Parking Expense	IRS Rate/Vendor's Rate
Out of Office Copying	Vendor's Rate
Photocopying	Vendor's Rate
Postage Expense	Carrier's Standard Rate
Professional Fees	Vendor's Rate
Recording Fees	Vendor's Rate
Research	Firm's Cost
Secretarial Overtime	Firm's Cost
Service Fees	Vendor's Rate
Transcript Expenses	Vendor's Rate
Travel Expenses	Vendor's Rate
Witness Fees	Vendor's Rate
Telephone	Vendor's Rate
Facsimile	Vendor's Rate

All of the above rates are subject to change as set forth in the Agreement to which this Schedule is attached

ATTACHMENT B

AMENDMENT TO AGREEMENT FOR PERFORMANCE OF LEGAL SERVICES

THIS AMENDMENT TO AGREEMENT FOR PERFORMANCE OF LEGAL SERVICES ("Amendment") is made on this _____ day of _____, 2021, by and between the CITY OF CARPINTERIA (the "City"), and BROWNSTEIN HYATT FARBER SCHRECK, a Colorado limited liability partnership, (the "Firm").

RECITALS

WHEREAS, City and Firm are parties to an Agreement for Performance of Legal Services ("Agreement") originally executed in 2014;

WHEREAS, the principal contact attorney designated in the Agreement, Peter N. Brown, is retiring from the active practice of law; and

WHEREAS, the City and Firm desire to amend the Agreement to designate a new principal contact attorney for the purpose of continuing their relationship pursuant to the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Agreement as amended and modified hereby, it is hereby mutually agreed as follows:

A. Section 3 of the Agreement, DESIGNATION OF PRINCIPAL CONTACT, is hereby amended to remove the name "Peter N. Brown" and all references to "Mr. Brown," and to insert in its stead the name "Jena Shoaf Acos" and all subsequent references to "Ms. Acos," such that Jena Shoaf Acos shall serve as the principal contact attorney for the City for all purposes described in the Agreement.

B. Except as modified herein, all of the other terms, covenants and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment in triplicate on the date first above written.

CITY OF CARPINTERIA

By_____
Wade Nomura
Mayor, City of Carpinteria

ATTEST:

_____
Brian Barrett, Acting City Clerk

APPROVED AS TO FORM:

Jeffrey A. Dinkin
Special Counsel to City

BROWNSTEIN HYATT FARBER SCHRECK

By_____
Jonathan G. Pray
General Counsel

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
June 28, 2021

ITEM FOR COUNCIL CONSIDERATION

1. Update on the City's prohibition of electronic nicotine delivery systems (ENDS) and flavored tobacco products; and

2. Consideration of options in response to a proposal to amend the City's Smoking Regulations to include a prohibition on smoking within multi-family housing units.

STAFF RECOMMENDATION

Action Item ___ ; Non-Action Item ___

Staff recommends that the City Council:

1. Receive and file the update on the City's prohibition of electronic nicotine delivery systems (ENDS) and flavored tobacco products; and

2. Provide staff direction regarding any measures the Council would like to pursue concerning smoking within multi-family housing units pursuant to the discussion at the hearing.

Sample Motion:

1. I move to receive and file the update on the City's prohibition of electronic nicotine delivery systems (ENDS) and flavored tobacco products; and

2. I move to direct staff (as determined by the outcome of City Council deliberation) concerning smoking within multi-family housing units.

BACKGROUND:

The City Council has previously directed that staff conduct outreach and analysis of local regulation addressing electronic nicotine delivery smoking regulations and flavored tobacco products, refer to the Discussion below.

On April 12th of this year Ms. Melisa Villafuerte Mendoza, Carpinteria Youth Organizer for Future Leaders of America (FLA) organized a presentation to the Council requesting the Council to consider Carpinteria's Smoking Ordinance to prohibit smoking in multi-unit housing developments. The Council was in favor of placing an item for consideration on the Council's future agenda.

The purpose of this agenda matter is to provide an update on the City's schedule for considering ENDS regulations and to allow the Council to consider and provide staff direction regarding response the FLA concerns and proposal.

DISCUSSION:

The City's prohibition of electronic nicotine delivery systems (ENDS) and flavored tobacco products

Title 8 of the Municipal Code, Health and Safety, includes Smoking Regulations (Chapter 8.52) which govern smoking in public spaces and the sale of tobacco products.

In October of 2019, the City Council heard from staff, members of the public, and a pulmonary physician regarding the community health impacts of electronic nicotine delivery systems (ENDS), including links to the current outbreak of lung injuries and deaths across the country, and the role of flavored tobacco and e-liquids in the rise of ENDS and nicotine use in youth. The Council directed staff to return with an urgency ordinance to establish a moratorium on sales of flavored tobacco and vaping-related products in the City as well as a ban on the use of all electronic nicotine delivery systems in public spaces in the City of Carpinteria.

On November 12, 2019, the City Council adopted urgency Ordinance No. 731, prohibiting sale in the City of Carpinteria of all flavored tobacco products, all electronic nicotine delivery systems (ENDS), and all e-liquids, pods, e-juices, or other products used in electronic nicotine delivery systems to protect the public health, safety, and welfare during the national outbreak of lung injuries associated with ENDS products such as e-cigarettes and vaping devices.

The City Council Passed the urgency ordinance in order to ensure the orderly and effective implementation of code regulations after further study by staff and conduct of public hearings to hear from interested members of the public and licensed retailers. Those hearings were scheduled to take place the Spring of 2020, but put on hold due to the COVID-19 restrictions on public gatherings. Staff is preparing to resume the public hearing process this Fall. Ordinance No. 731 is still in effect as it has no sunset date.

Meanwhile, parallel federal and state legislation addressing ENDS sales and use are pending. On August 28, 2020, California Governor Gavin Newsome signed Senate Bill 793. This bill would prohibit a tobacco retailer, or any of the tobacco retailer's agents or employees, from selling, offering for sale, or possessing with the intent to sell or offer for sale, a flavored tobacco product or a tobacco product flavor enhancer, as those terms are defined, except as specified. The bill would make a violation of this prohibition an infraction punishable by a fine of $250 for each violation.

On August 31, 2020, a proposed referendum of Senate Bill 793 was submitted to the Attorney General of California. On January 22, 2021, the referendum qualified for the ballot, putting SB 793 on hold until the November 8, 2022 general election referendum vote.

On April 29, 2021, the U.S. Food and Drug Administration announced that it plans to go ahead with efforts to ban ENDS products.

Smoke-free Multi-unit Housing

Many communities have passed laws prohibiting smoking in multi-unit residences. Even in the absence of such laws, landlords can voluntarily prohibit smoking to protect tenants from secondhand smoke and to protect their property from damage caused by smoke. Landlords have the legal right to prohibit smoking anywhere and everywhere on their property, including common areas and individual units. Staff notes, for example, that all of the apartments owned and operated by Peoples' Self Help Housing Corporation (PSHHC) in Carpinteria are smoke free as PSHHC prohibits smoking on their properties.

Smoke-Free Common Areas

In many cases, indoor common areas like hallways, stairwells, lobbies, and laundry rooms are already required to be smoke-free under the California Smoke-Free Workplace Law (AB-13) if there are employees on the premises, such as on-site property managers or maintenance staff. AB-13 is enforced by local law enforcement agencies, including but not limited to, local health departments, and ultimately Cal/OSHA. Unfortunately, because it is not always clear when an indoor common area falls under the legal definition of "place of employment," this law is not always enforced. Meanwhile, outdoor common areas (like backyards, gardens, shared porches, and pool areas) are not covered at all by state law. To protect residents from exposure to secondhand smoke in common areas, once again, landlords have discretion to prohibit smoking in all common areas, indoors and out.

Smoke-Free Units

Landlords can choose to make some or all of the units on their property smoke-free by amending tenants' leases. Studies have shown that secondhand smoke can seep under doorways and drift from one unit into another through cracks around plumbing fixtures,

lighting fixtures, and electrical outlets. Smoke-free unit policies can also apply to outdoor portions of units, including patios and balconies.

Smoke-Free Buffer Zones

When landlords prohibit smoking on parts of their property, they can also establish smoke-free "buffer zones" to keep secondhand smoke from drifting into the nonsmoking areas. Landlords can create buffer zones by prohibiting smoking within a specific distance (typically 20 to 25 feet) of all entrances, doorways, or operable windows of a building, or any area where smoking is prohibited. Landlords who want to create designated smoking areas for their tenants who smoke should take care to locate them outside of the buffer zone. These type of landlord/tenant agreements or rules, are enforceable by landlords and tenants.

What other cities and counties are doing.

Regulations:

As of April 1st of this year, 65 municipalities have enacted a law at the city or county level that prohibits smoking in all residential units of multi-unit rental housing properties, and 59 municipalities have enacted laws that prohibit smoking in all residential units of all multi-unit housing properties, i.e., both rental and owner housing. The vast majority of the laws, 56 municipalities, apply to properties with two or more units. A comprehensive list is included in Attachment A, the source for this information.[1]

Attachment B provides more detail on how several jurisdictions apply their law. As indicated above, in the absence of laws prohibiting smoking in multi-unit residential properties, landlords have the legal right to voluntarily prohibit smoking anywhere and everywhere on their property, including common areas and individual units.

Guidance:

Attachment B provides more detail on how several jurisdictions apply their law.

Attachment C to this report is a Model California Ordinance Regulating Smoking in Multiunit Residences prepared by ChangeLab Solutions[2]. The Model Ordinance is provided to show the many options available to local governments that elect to regulate in this area.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The City's legal team will be available to respond to questions should they arise at the meeting.

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[1] American Nonsmokers' Rights Foundation. Access online here.
[2] ChangeLab Solutions https://www.changelabsolutions.org/
Access Model Ordinance online: https://www.changelabsolutions.org/product/creating-smokefree-housing

OPTIONS

1. The City Council may direct staff to bring back a matter that would allow the Council to initiate legislation and determine its direction and scope based on the above discussion.
2. The Council may choose to ask staff to prepare informational packets to be distributed to apartment owners and Homeowners Associations regarding actions that can be taken to reduce smoke impacts in multifamily housing units.
3. The Council may choose to receive and file the information provided and not take action.

PRINCIPAL PARTIES EXPECTED AT MEETING

Melisa Villafuerte Mendoza, Carpinteria Youth Organizer, Future Leaders of America
Future Leaders of America members

ATTACHMENTS

Attachment A:	U.S. Laws for 100% Smoke Free Multi-Unit Housing
Attachment B:	Additional detail on how several jurisdictions apply their law
Attachment C:	Model California Ordinance Regulating Smoking in Multiunit Residences

Staff contact: Ron Alonzo, Code Compliance Supervisor
(805) 755-4408, rona@ci.carpinteria.ca.us

Steve Goggia for
Signature

Reviewed by: Steve Goggia, Community Development Director
(805) 755-4414, steveg@ci.carpinteria.ca.us

Steve Goggia
Signature

Reviewed by: Dave Durflinger, City Manager
(805) 755-4400, daved@ci.carpinteria.ca.us

Signature

Attachment A

U.S. Laws for 100% Smoke Free Multi-Unit Housing

Smoking Regulations

June 28, 2021

ANRF AMERICAN NONSMOKERS' RIGHTS FOUNDATION

U.S. Laws for 100% Smokefree Multi-Unit Housing

April 1, 2021

This list represents communities with laws that regulate smoking in **private units** of multi-unit housing.

As of April 1, **65 municipalities** have enacted a law at the city or county level that prohibits smoking in **100% of private units** of rental multi-unit housing properties, and **59 municipalities** have enacted a law at the city or county level that prohibits smoking in **100% of private units** of both rental and owner-occupied multi-unit housing properties. The vast majority of the laws—56 municipalities—apply to properties with 2 or more units.

For public housing policies, see U.S. Public Housing Authority Policies Restricting or Prohibiting Smoking.

See Definitions and Explanatory Notes starting on page 4.

Visit our smokefree multi-unit housing page at no-smoke.org/at-risk-places/homes/ for more information.

Municipalities with Laws for 100% Smokefree Multi-Unit Housing:

This table represents communities that have **municipal laws** at the city or county level that prohibit smoking in **100% of private units** of all specified types of multi-unit housing. These laws apply to both privately-owned and publicly-owned multi-unit residences, as well as all existing and future buildings, and do not permit current residents to continue smoking in the building (i.e. no "grandfather" clause). Most, but not all, municipal laws include condominiums and other owner-occupied properties.

Municipalities marked with **#** require multi-unit buildings to be 100% smokefree when the law is in full effect as of the listed Final Effective Date. Municipalities marked **Some** under "% of Units Currently Smokefree" will be 100% when the law is in full effect.

Municipality	State	% of Units Currently Smokefree	Final Effective Date	Minimum Number of Units	Includes Patio/ Balcony	Includes Condos
1. Alameda	CA	100%	1/1/2013	2	Yes	Yes
2. Albany	CA	100%	3/24/2018	2	Yes	Yes
3. Bell Gardens#	CA	Some	6/1/2021	3	Yes	Yes
4. Belmont	CA	100%	1/8/2009	2	Yes	Yes
5. Belvedere	CA	100%	11/9/2017	2	Yes	Yes
6. Benicia	CA	100%	9/2/2020	2	Yes	Yes
7. Berkeley	CA	100%	5/1/2014	2	Yes	Yes
8. Beverley Hills	CA	100%	1/1/2019	2	Yes	Yes
9. Brisbane	CA	100%	6/3/2017	2	Yes	Yes
10. Burlingame	CA	100%	2/13/2016	2	Yes	Yes
11. Clayton	CA	100%	5/1/2019	2	Yes	Yes
12. Compton	CA	100%	1/1/2013	3	Yes	Yes
13. Concord	CA	100%	1/1/2021	2	Yes	Yes
14. Contra Costa County	CA	100%	7/1/2019	2	Yes	Yes
15. Cotati	CA	100%	1/1/2017	2	Yes	Yes
16. Crescent City#	CA	Some	1/1/2022	2	Yes	Yes
17. Culver City	CA	100%	5/26/2016	2	Yes	Yes

Municipality	State	% of Units Currently Smokefree	Final Effective Date	Minimum Number of Units	Includes Patio/ Balcony	Includes Condos
18. Daly City	CA	100%	1/21/2014	2	Yes	No
19. Danville	CA	100%	5/1/2016	3	Yes	Yes
20. El Cerrito	CA	100%	10/1/2015	2	Yes	Yes
21. El Monte	CA	100%	8/19/2017	3	Yes	Yes
22. Emeryville	CA	100%	7/1/2019	2	N/S	Yes
23. Firebaugh	CA	100%	7/1/2019	2	Yes	Yes
24. Foster City	CA	100%	11/5/2015	N/S	Yes	Yes
25. Half Moon Bay	CA	Some	1/15/2020	2	Yes	Yes
26. Healdsburg	CA	100%	5/6/2020	2	N/S	Yes
27. Huntington Park	CA	100%	7/1/2013	2	Yes	Yes
28. Los Gatos	CA	100%	6/25/2017	2	Yes	No
29. Manhattan Beach	CA	100%	5/5/2017	3	Yes	Yes
30. Millbrae	CA	100%	1/1/2020	2	Yes	Yes
31. Mill Valley	CA	100%	11/18/2016	2	Yes	Yes
32. Moorpark	CA	100%	2/1/2019	2	Yes	No
33. Morro Bay	CA	100%	8/1/2020	2	Yes	Yes
34. Novato	CA	100%	1/1/2018	2	Yes	Yes
35. Pacific Grove#	CA	Some	10/1/2021	2	Yes	Yes
36. Pacifica	CA	100%	10/9/2020	2	Yes	Yes
37. Palo Alto	CA	100%	1/1/2018	2	Yes	Yes
38. Pasadena	CA	100%	1/1/2013	2	Yes	Yes
39. Petaluma	CA	100%	1/1/2014	2	Yes	Yes
40. Pleasanton	CA	100%	10/4/2018	2	Yes	No
41. Rancho Cordova#	CA	Some	11/4/2021	2	N/S	Yes
42. Redwood City	CA	100%	1/1/2019	2	Yes	Yes
43. Richmond	CA	100%	1/1/2011	2	Yes	Yes
44. Rohnert Park	CA	100%	4/23/2018	2	Yes	Yes
45. Ross	CA	100%	2/9/2020	2	Yes	Yes
46. San Anselmo	CA	100%	1/8/2016	2	Yes	Yes
47. San Bruno	CA	100%	2/22/2018	2	Yes	Yes
48. San Carlos	CA	100%	7/8/2020	2	Yes	Yes
49. San Mateo	CA	100%	11/14/2015	2	Yes	Yes
50. San Mateo County	CA	100%	2/4/2016	2	Yes	Yes
51. San Pablo#	CA	Some	7/1/2021	2	Yes	No
52. San Rafael	CA	100%	11/14/2013	3	Yes	Yes
53. Santa Clara	CA	100%	8/1/2019	2	Yes	Yes
54. Santa Clara County	CA	100%	2/9/2012	2	Yes	Yes
55. Santa Rosa	CA	100%	8/7/2016	2	Yes	Yes
56. Saratoga	CA	100%	9/16/2016	4	Yes	Yes
57. Sebastopol	CA	100%	11/2/2011	2	Yes	Yes
58. Sonoma	CA	100%	12/12/2016	2	Yes	Yes
59. Sonoma County	CA	100%	1/12/2013	2	Yes	Yes
60. South San Francisco	CA	100%	11/9/2017	2	N/S	Yes
61. Sunnyvale	CA	100%	9/23/2016	2	Yes	Yes
62. Tiburon	CA	100%	10/16/2018	4	Yes	Yes
63. Union City	CA	100%	2/23/2012	2	Yes	No
64. Walnut Creek	CA	100%	1/30/2014	2	Yes	Yes
65. Windsor	CA	100%	8/15/2017	2	Yes	Yes

= Law requires multi-unit buildings to be 100% smokefree, but the law is not yet fully in effect.

Municipalities with Laws that Partially Restrict Smoking in Multi-Unit Housing:

This table represents communities that have **municipal laws** at the city or county level that **restrict smoking in some private units** of multi-unit housing, but do not require multi-unit buildings to be 100% smokefree.

The trend is now for communities to adopt laws that require multi-unit properties to be 100% smokefree, as listed in the chart above. It is not recommended that communities adopt the types of partial laws represented in the chart below.

Municipalities marked **Some** under "All Units Currently Smokefree?" have some buildings that are required to be 100% smokefree. Often, these laws prohibit smoking in all newly occupied buildings or newly leased units, but either do not address smoking in existing buildings or only apply to a certain percent of units in existing buildings.

Municipalities marked **No** under "All Units Currently Smokefree?" have no buildings required to be 100% smokefree now or in the future. These laws may apply to only a certain percent of units in existing and future buildings, or permit current residents to continue smoking in the building indefinitely (a "grandfather" clause).

Additionally, communities not represented on this list may have local laws that do not address smoking in private units, but restrict smoking in multi-unit housing to a lesser extent, such as by prohibiting smoking in indoor common areas or only on patios and balconies.

Municipality	State	All Units Currently Smokefree?	Min. % of Units Currently Smokefree	Initial Effective Date	Final Effective Date	Min. # of Units	Includes Condos
1. Baldwin Park	CA	Some	80%	6/21/2012	Not Specified	2	Yes
2. Burbank	CA	No	N/S		5/1/2011	N/S	Yes
3. Calabasas	CA	No	N/S		Not Specified	2	No
4. Corte Madera	CA	No	80%	12/2/2014	6/5/2015	2	Yes
5. Dublin	CA	No	75%		1/1/2013	16	N/S
6. Fairfax	CA	No	75%		9/1/2012	4	N/S
7. Fremont	CA	Some	N/S	2/1/2017	Not Specified	2	Yes
8. Glendale	CA	Some	N/S	6/27/2013	Not Specified	2	Yes
9. Lafayette	CA	Some	N/S	2/10/2014	Not Specified	3	Yes
10. Larkspur	CA	No	N/S		Not Specified	2	Yes
11. Loma Linda	CA	No	N/S		Not Specified	2	No
12. Marin County	CA	Some	80%	2/16/2013	Not Specified	2	Yes
13. Oakley	CA	No	N/S	4/1/2014	4/1/2014	2	Yes
14. Pinole	CA	Some	N/S	5/20/2010	Not Specified	2	Yes
15. Pleasant Hill	CA	Some	N/S	5/5/2010	Not Specified	4	No
16. Santa Monica	CA	Some	N/S	11/22/2012	Not Specified	N/S	Yes
17. Sausalito	CA	Some	80%	2/27/2014	Not Specified	2	Yes
18. South Pasadena	CA	Some	80%	3/3/2011	Not Specified	2	Yes
19. Temecula	CA	No	25%		6/7/2012	10	N/S

Definitions and Explanatory Notes:

Communities on the two charts of municipal laws adopted a municipal ordinance to regulate smoking in all (first chart) or some (second chart) types of multi-unit housing.

= Law will require all multi-unit buildings to be 100% smokefree as of a future date, but currently the law provides partial coverage.

Minimum Percent of Units Currently Smokefree:

The percent of specified multi-unit housing that is currently required to be smokefree:

100%: All units in specified multi-unit housing must be smokefree.

Another stated %: The stated percent of units in specified multi-unit housing must be smokefree.

N/S = Not Specified: The law does not specify the percent of units currently required to be smokefree or the percent of units currently required to be smokefree cannot determined by how the law is written, such as: applying only to new multi-unit buildings but not to existing multi-unit buildings or designating at certain percentage of units as nonsmoking or limiting smoking to certain buildings or permitting current residents to continue to smoke indefinitely.

Initial Effective Date:

The date when some multi-unit housing must be 100% smokefree. For example, Baldwin Park, CA (marked as Some for *All Units Currently Smokefree*) requires that all newly occupied buildings must be 100% smokefree as of 6/21/2012, which is the Initial Effective Date. Baldwin Park also requires that at least 80% of units in all existing buildings be smokefree. Because existing buildings may never be fully smokefree, the Final Effective Date is "Not Specified."

Final Effective Date:

For communities marked as Yes or Some for All Units Currently Smokefree, the Final Effective Date is when all buildings must be 100% smokefree. For communities marked as No for All Units Currently Smokefree, the Final Effective Date is when the strongest provisions of the law goes into effect.

Not Specified:

The law does not specify when all multi-unit buildings must be completely smokefree, due to provisions such as: law permits current residents to continue smoking indefinitely ***or*** law applies only to newly constructed buildings ***or*** law applies only to a certain percent of existing units.

ANR Foundation is actively collecting additional laws. **If you know of local laws that you think should be included on the list,** or want to inquire about additional information on particular laws, please contact the ANR Foundation at info@no-smoke.org or 510-841-3032.

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[LS-41]

Attachment B

Additional detail on how several jurisdictions apply their law

Smoking Regulations

June 28, 2021

Laws applied by other jurisdictions

Compton - Required Lease Terms. Every lease or other agreement for the occupancy of a unit in a new multi-unit residence shall include: A clause stating that smoking is prohibited in the unit; Enforcement of this chapter shall be the responsibility of the City Manager or his or her designee. In addition, any peace officer or code enforcement official also may enforce this section.

Culver City - Every lease or other rental agreement for the occupancy of a unit in a rental complex, including new units and existing units, entered into, renewed, or continued month-to-month after November 26, 2014, shall include the provisions set forth in Section 9.11.235. B below on the earliest possible date such lease or other rental agreement may be amended in accordance with applicable law, including providing the minimum legal notice. PENALTIES AND ENFORCEMENT. A violation of this chapter is subject to a civil action brought by the City Attorney, punishable by a civil fine of not less than $100, and not exceeding $1,000, per violation.

Daly City - For legal occupants on the effective date of this chapter, lease or rental agreement renewals for the occupancy of a unit in a multi-unit residence in which smoking is prohibited shall include: 1.A clause stating that smoking is prohibited in the unit; Penalties and enforcement. Each violation of this chapter by a person because of the person's smoking is an infraction subject to a one hundred dollar fine. Other violations of this chapter constitute misdemeanors punishable as provided in Section 1-8 of the Daly City Municipal Code or may, in the discretion of the city attorney, be prosecuted as infractions if the interests of justice so require. Any peace officer or code enforcement official may enforce this chapter.

Healdsburg - Multi-unit building common areas, except that a person with legal control over a multi-unit building common area, such as a landlord, property manager or homeowners' association, may designate a portion of the multi-unit building common area as a smoking area; provided, that distance requirements to entrances, exits, open windows, or ventilation intake systems of a multi-unit building are met and are compliant with the criteria set out in subsection (B)(1) of this section. Enforcement. Enforcement of this chapter shall be implemented by the City of Healdsburg. Any person who violates any provision of this chapter shall be guilty of an infraction and subject to a fine not to exceed $100.00 for a first violation, and a fine not to exceed $200.00 for a second violation within 12 months. A third, and any subsequent, violation of any provision of this chapter within 12 months may be punished as a misdemeanor. As an alternative to the monetary fine described herein, any person who violates any provision of this chapter may be ordered by a court of competent jurisdiction to perform community service.

Morro Bay - Every lease or other agreement (collectively, "lease") for the occupancy of a unit in a multi-unit residence, entered into, renewed, or continued month-to-month, effective on or after August 1, 2020, shall include the following:1. A clause stating that smoking is prohibited in the unit, including exclusive-use areas such as balconies, porches, or patios. Enforcement and penalties. Any violation of the provisions of this chapter is punishable as a misdemeanor or an infraction, at the discretion of the city prosecutor, pursuant to Chapter 1.16 of the Morro Bay City Code; and, any violation of the provisions of this chapter is subject to administrative citation, at the discretion of the city, pursuant to Chapter 1.03 of the Morro Bay City Code.

Manhattan Beach -Prior to the effective date of a new lease, or of an amendment that extends the term, a landlord shall provide each tenant and prospective tenant in a rental complex with: 1.A written notice clearly stating that as of May 5, 2017, smoking is prohibited in the rental complex, including but not limited to within the unit and all common areas. Penalties and enforcement. Except as otherwise provided in Section

4.117.070(B) below, a violation of this chapter is not a misdemeanor or an infraction. The enforcement of this chapter shall be by the private parties involved.

Novato - Every lease or other rental agreement governed by subsection a. above shall be amended or prepared to include the following provisions:1. A clause providing that as of the commencement date of the agreement, it is a material breach of the agreement to allow or engage in smoking in the unit. Such a clause might state, "It is a material breach of this agreement for tenant or any other person subject to the control of the tenant or present by invitation or permission of the tenant to engage in smoking in the unit." Penalties and Enforcement. Each incident of smoking or use of tobacco products or other conduct in violation of this section shall be punishable pursuant to section 1-5 of this Code. In addition, any peace officer or code enforcement official also may enforce this section. Violations of this section are subject to a civil action brought by the City of Novato, punishable by a civil fine not less than two hundred fifty dollars ($250.00) and not exceeding one thousand dollars ($1,000.00) per violation.

Redwood City - Every lease or other rental agreement for the occupancy of an existing unit in a multi-unit residence entered into, amended, renewed or continued month-to-month after January 1, 2018 shall include the following provisions. A clause providing that as of January 1, 2019 smoking is prohibited in the existing unit, including exclusive-use areas such as balconies, porches, or patios, and in any common area other than a designated smoking area; Every instance of smoking in violation of this article is an infraction punishable as provided in Section 1.7. Other violations of this article may be prosecuted as infractions or misdemeanors when the interests of justice so require. Any peace officer or code enforcement official may enforce this chapter.

Sunnyvale - Every lease or other rental agreement for the occupancy of a new or existing unit in a multi-unit residence entered into, renewed, or continued month-to-month after the effective date of this ordinance shall include the following: A clause providing that as of September 23, 2016, it is a material breach of the agreement to allow or engage in smoking in the unit, including exclusive-use areas such as balconies, porches, or patios. Such a clause might state, "It is a material breach of this agreement for tenant or any other person subject to the control of the tenant or present by invitation or permission of the tenant to engage in smoking in the unit or exclusive use areas such as balconies, porches, or patios as of September 23, 2016." Enforcement: Violations of this article may be subject to a civil action brought by the city, punishable by a fine of not less than two hundred fifty dollars and not exceeding one thousand dollars per violation.

Walnut Creek - With respect to each multi-unit residence, the owner, in cases where the units may not be sold individually, or the person responsible for maintenance of the common area, in cases where the units may be sold individually, shall: (1) within thirty (30) days of the effective date of this section, notify the occupants and owners of units in writing by mail or delivery to the unit of the prohibitions imposed In addition to those requirements, the signage shall indicate that smoking is prohibited within units in the multi-unit residence and within the common area. (Penalties and Enforcement. Each incident of smoking in violation of this chapter is an infraction subject to a one hundred dollar ($100.00) fine or otherwise punishable pursuant to Section 1-2.01. Other violations of this chapter may, in the discretion of the City Attorney, be prosecuted as infractions or misdemeanors when the interests of justice so require. Enforcement of this chapter shall be the responsibility of the City Manager or his or her designee. In addition, any peace officer or code enforcement official also may enforce this chapter

Attachment C

Model California Ordinance Regulating Smoking in Multiunit Residences

Smoking Regulations

June 28, 2021

ChangeLab Solutions
Law & policy innovation for the common good.

Smokefree Housing Ordinance

A Model California Ordinance Regulating Smoking in Multiunit Residences

(with Annotations)

Revised June 2018
(Originally issued April 2005)

Developed by ChangeLab Solutions

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ChangeLab Solutions

INTRODUCTION

ChangeLab Solutions developed this Model Ordinance to help California cities and counties limit exposure to secondhand smoke in multiunit residences such as apartment buildings, condominium complexes, senior housing, and single-resident occupancy hotels. By creating nonsmoking living environments in multiunit residences, communities can provide an opportunity for everyone to live smokefree.

Smokefree multiunit housing is an important policy initiative to address health inequities in communities of color and low-income populations. Nearly two-thirds of residents of multiunit housing are people of color, and nearly half of all multiunit housing residents are low-income or below the poverty level. By adopting laws eliminating exposure to secondhand smoke in people's homes, communities can ensure that smokefree living is not a luxury, but an option available to all, regardless of economic means, race, or ethnicity.

This Model Ordinance is very broad and can be used to limit smoking in *all* types of multiunit dwelling places, from hotels to long-term health care facilities to apartments and condominiums. The Model Ordinance's comprehensive design limits exposure to secondhand smoke by:

- Restricting smoking in the indoor and outdoor common areas of all types of multiunit residences, with the option to create designated outdoor smoking areas that meet specific criteria;
- Prohibiting smoking inside all units of multiunit residences, including apartments and condominiums; and
- Providing robust enforcement mechanisms, including no-smoking lease terms and options for private individuals and organizations to enforce the smokefree housing provisions.

This 2018 edition of the Model Ordinance will help local jurisdictions address a significant change in state law—the legalization of cannabis for adult use. Although it is now legal to smoke cannabis, state law limits where one can smoke or ingest it. Specifically, cannabis cannot be smoked or ingested in public places, or smoked anywhere smoking tobacco is prohibited—whether by state or local law. Thus, the Model Ordinance regulates cannabis smoking—indoors and out—wherever tobacco smoking is prohibited.

The Model Ordinance also includes limitations on the use of electronic smoking devices in multiunit housing. Since 2015, the Model Ordinance has included electronic smoking devices within its definition of "Tobacco Products." State law recently expanded its definition of

tobacco products specifically to incorporate electronic smoking devices (eg, e-cigarettes). Having this broad definition ensures that the use of electronic smoking devices is regulated in the same manner as conventional tobacco products.

The Model Ordinance offers a variety of options. In some instances, blanks (eg, [____]) prompt you to customize the language to fit your community's needs. In other cases, the ordinance offers you a choice of options (eg, [choice one / choice two]). Some of the ordinance options are followed by a comment that describes the provisions in more detail. Some degree of customization is always necessary to make sure the ordinance is consistent with a community's existing laws. Your city attorney or county counsel will likely be the best person to check this for you.

ChangeLab Solutions also has developed a Comprehensive Smokefree Places Ordinance to: (i) create smokefree outdoor areas, such as parks, dining patios, and public events, and (ii) address the few remaining exemptions in California's Labor Code section 6404.5, which prohibits smoking in most—but not all—indoor places of employment.

While this Ordinance is not written specifically for communities with rent control laws, there are no legal restrictions that would prevent those cities from adopting a smokefree housing law. However, it is recommended that, in such jurisdictions, the city attorney and rent control board be included in selecting and adopting the specific provisions for a smokefree housing law.

If you have questions about how to adapt ChangeLab Solutions' ordinances for your community, please contact ChangeLab Solutions through our website at www.changelabsolutions.org/tobaccoquestions. The model ordinances and other tobacco control resources can be found on our website at www.changelabsolutions.org/tobacco-control.

ChangeLab Solutions

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ChangeLabSolutions

AN ORDINANCE OF THE [CITY / COUNTY OF ____] PROHIBITING SMOKING IN AND AROUND MULTIUNIT RESIDENCES AND AMENDING THE [____] MUNICIPAL CODE

The [City Council / County Board of Supervisors] of the [City / County of ____] does ordain as follows:

SECTION I. [See **Appendix A: Findings**]

COMMENT: The findings section is part of the ordinance and legislative record, but it usually does not become codified in the municipal code. An ordinance based on this Model Ordinance should include findings of fact—data, statistics, relevant epidemiological information, for instance—that support the purposes of this ordinance, as well as any legal precedent that directly supports the ordinance. In addition to serving an educational purpose and building support for the ordinance, the findings can also serve a legal purpose. If the ordinance is challenged in court, the findings are an admissible record of the factual determinations made by the legislative body when considering the ordinance. Courts will generally defer to legislative determinations of factual issues, which often influence legal conclusions. A list of findings supporting this Model Ordinance appears in "Appendix A: Findings" on page 26. Jurisdictions may select findings from that list to insert here, along with additional findings on local or regional conditions, outcomes, and issues that help make the case for the law.

SECTION II. [Article / Section] of the [City / County of ____] Municipal Code is hereby amended to read as follows:

Sec. [____ (*1)]. DEFINITIONS. For the purposes of this [article / chapter] the following definitions shall govern unless the context clearly requires otherwise:

(a) "Adjacent Unenclosed Property" means any Unenclosed Area of property, publicly or privately owned, that abuts a Multiunit Residence, but does not include property containing detached single-family homes.

COMMENT: This definition is used to describe the reach of nonsmoking "buffer zones" around Multiunit Residences. It defines where Smoking is prohibited when buffer zones reach beyond the property lines of the Multiunit Residence and extend onto neighboring property (see Section *4 "Nonsmoking Buffer Zones").

(b) "Cannabis" has the meaning set forth in California Business and Professions Code section 26001, as that section may be amended from time to time.

(c) "Common Area" means every Enclosed Area and every Unenclosed Area of a

Multiunit Residence that residents of more than one Unit are entitled to enter or use, including, but not limited to, halls, pathways, lobbies, courtyards, elevators, stairs, community rooms, playgrounds, gym facilities, swimming pools, parking garages, parking lots, grassy or landscaped areas, restrooms, laundry rooms, cooking areas, and eating areas.

COMMENT: California Labor Code section 6404.5 (the state smokefree workplace law) prohibits Smoking in indoor Common Areas if the Multiunit Residence has employees, such as maintenance workers, property managers, or others who work in those areas.

The definition of Common Areas in the Model Ordinance does not include balconies, patios, or decks associated with individual Units because these are not shared areas. Balconies, patios, and decks are included in the definition of Unit.

(d) "Enclosed Area" means an area in which outside air cannot circulate freely to all parts of the area, and includes an area that has

(1) any type of overhead cover, whether or not that cover includes vents or other openings, and at least three (3) walls or other vertical constraints to airflow, including, but not limited to, vegetation of any height, whether or not those boundaries include vents or other openings; or

(2) four (4) walls or other vertical constraints to airflow, regardless of composition, including, but not limited to, vegetation, that exceed six (6) feet in height, whether or not those boundaries include vents or other openings.

(e) "Landlord" means any Person or agent of a Person who owns, manages, or is otherwise legally responsible for a Unit in a Multiunit Residence that is leased to a residential tenant. For purposes of this ordinance, a tenant who sublets their Unit (eg, a sublessor) is not a Landlord.

COMMENT: The municipal code may already contain a definition of "Landlord." If so, the definition provided here can be omitted, although sublessors should specifically be excluded.

(f) "Multiunit Residence" means property containing two (2) or more Units, including, but not limited to, apartment buildings, condominium complexes, senior and assisted living facilities, and long-term health care facilities. [Multiunit Residences do not include the following:

(1) a hotel or motel that meets the requirements of California Civil Code section

1940(b)(2);

(2) a mobile home park;

(3) a campground;

(4) a marina or port;

(5) a single-family home, except if used as a health care facility subject to licensing requirements; and

(6) a single-family home with a detached or attached in-law or second unit permitted pursuant to California Government Code sections 65852.1, 65852.150, 65852.2 or an ordinance of the [City / County] adopted pursuant to those sections, except if the single-family home or in-law/second Unit is used as a health care facility subject to licensing requirements.]

COMMENT: This definition is intended to be used in conjunction with the definition of Unit in this Model Ordinance, which makes clear that this term is limited to dwelling spaces.

Because the definition of Unit in this ordinance is very broad and includes all types of dwelling places—from rooms in a hotel to tents at a campground—a community may want to limit the types of dwelling places covered by the smokefree housing ordinance. The optional language provides examples of the types of exceptions communities are likely to consider. Hotels and motels are included in the list of optional exemptions because many communities regulate Smoking in these facilities using a smokefree workplace ordinance, but there is no legal reason hotels and motels could not be made completely smokefree using this Model Ordinance. Single-family residences are suggested as an exemption, because the definition of Unit in this ordinance includes individual bedrooms in a single-family home. Thus, a two-bedroom free-standing house would be a Multiunit Residence per the definitions in this ordinance, unless the exemption is included.

Note that the definition of Multiunit Residence without any exemptions includes the following types of dwelling places: apartments, condominium projects, townhomes, stock cooperatives, and co-housing; affordable housing (for seniors, disabled tenants, Section 8, etc.); long-term health care facilities, assisted living facilities, hospitals, and family support facilities; hotels, motels, single-room occupancy ("SRO") facilities, dormitories, and homeless shelters; mobile home parks, campgrounds, marinas, and ports; as well as single-family homes and single-family homes with an in-law unit.

The U.S. Department of Housing and Urban Development requires public housing agencies to adopt a policy prohibiting Smoking in all indoor areas, including residential units, and outside spaces within 25 feet of indoor areas by July 31, 2018.

(g) "New Unit" means a Unit that is issued a [certificate of occupancy / final inspection] after [*insert effective date of ordinance*] [and any Unit that is let for residential use for the first time after [*insert effective date of ordinance*].

COMMENT: This definition is used to differentiate between Units that are already built and occupied when the ordinance is adopted and Units constructed afterward. The distinction is important because, under this ordinance, all Units built after the ordinance is adopted are required to be nonsmoking as soon as they are deemed ready for occupancy. However, Smoking may be allowed in existing Units for a period of time after the effective date of the ordinance (the implementation period) to allow Landlords and tenants time to become aware of and comply with the new ordinance.

The *certificate of occupancy* or *final inspection* is an easy way to distinguish between existing and New Units. Alternatively, a community could distinguish between Units for which land use entitlements have or have not been issued or Units that have or have not been occupied by a tenant for the first time.

To include existing housing that may become available to the rental market after the ordinance is adopted, such as an in-law cottage that has not been rented previously, add the optional clause at the end of the definition.

Note that the term "New Unit" is a subset of "Unit," so whenever the term Unit is used in the ordinance, it includes all New Units.

(h) "Nonsmoking Area" means any Enclosed Area or Unenclosed Area in which Smoking is prohibited by

(1) this [chapter / article] or other law;

(2) binding agreement relating to the ownership, occupancy, or use of real property; or

(3) a Person with legal control over the area.

(i) "Person" means any natural person, partnership, cooperative association, corporation, personal representative, receiver, trustee, assignee, or any other legal entity, including government agencies.

COMMENT: The municipal code may contain a definition of "Person." Review any existing definition of "Person" in the municipal code to determine whether to include this definition in your ordinance.

(j) "Smoke" means the gases, particles, or vapors released into the air as a result of combustion, electrical ignition, or vaporization when the apparent or usual purpose of the combustion, electrical ignition, or vaporization is human inhalation of the byproducts, except when the combusting or vaporizing material contains no tobacco or nicotine *and* the purpose of inhalation is solely olfactory, such as, for example, smoke from incense. The term "Smoke" includes, but is not limited to, tobacco smoke, vapors from an electronic device, and Cannabis smoke.

COMMENT: Proposition 64 was a 2016 ballot initiative that legalized the use of Cannabis for persons aged 21 years or older. Like many ballot initiatives, Proposition 64 created ambiguities in its interpretation and implementation. Some interpretations regarding the regulation of Cannabis use at the local level may carry legal risk. Communities should consult with their city attorney or county counsel to determine the best course of action for their jurisdiction. Please contact ChangeLab Solutions for more information about the regulation of Cannabis in local smokefree ordinances.

COMMENT: This is a definition that differs from the common understanding of what "smoke" is. For example, smoke from a fireplace or a barbecue grill is not "Smoke" for the purposes of this ordinance because the smoke generated by those activities is not produced for the purpose of inhalation. The limitation placed on "Smoke" by this definition is important to prevent unintended consequences, such as inadvertently prohibiting the burning of incense or use of barbecue grills.

At the same time, this definition is designed to be broad enough to cover any emissions released into the air as a result of combustion or heating, so long as the purpose of the combustion or heating is to inhale the byproduct, as discussed above. By clarifying that the term "Smoke" applies not just to solid particles but also to vapor and gas, this definition covers the vapor emitted by electronic smoking devices, such as electronic cigarettes, electronic hookahs, etc.

(k) "Smoking" means inhaling, exhaling, burning, or carrying any lighted, heated, or ignited cigar, cigarette, cigarillo, pipe, hookah, electronic device, or any other device that delivers nicotine or other substances to a person.

(l) "Unenclosed Area" means any area that is not an Enclosed Area.

(m) "Unit" means a personal dwelling space, even one lacking cooking facilities or private plumbing facilities, and includes any associated exclusive-use Enclosed

Area or Unenclosed Area, such as a private balcony, porch, deck, or patio. "Unit" includes, without limitation, an apartment; a condominium; a townhouse; a room in a senior facility; a room in a long-term health care facility, assisted living facility, or hospital; a room in a hotel or motel; a dormitory room; a room in a single-room occupancy ("SRO") facility; a room in a homeless shelter; a mobile home; a camper vehicle or tent; a single-family home; and an in-law or second unit. Unit includes, without limitation, a New Unit.

COMMENT: This definition is intentionally broad. It is designed to capture all conceivable "dwelling spaces," as the examples illustrate. However, due to the design of this Model Ordinance, any limitations on the types of housing covered by the ordinance should be added to the defined term "Multiunit Residence," *not* to the definition of "Unit." For example, some "mobile homes" in mobile home parks may be included in this definition and even cited in the examples, but "mobile homes" can be specifically excluded from the ordinance under the definition of "Multiunit Residence."

Sec. [____ (*2)]. SMOKING RESTRICTIONS IN NEW AND EXISTING UNITS OF MULTIUNIT RESIDENCES.

(a) As provided in subsections (1) and (2), Smoking is prohibited in all Units of a Multiunit Residence, including any associated exclusive-use Enclosed Areas or Unenclosed Areas, such as a private balcony, porch, deck, or patio.

(1) Smoking in a New Unit of a Multiunit Residence, on or after [*insert effective date of ordinance*], is a violation of this [article / chapter].

(2) Smoking in a Unit of a Multiunit Residence that is not a New Unit, on or after [*insert effective date of ordinance* + *1 year*], is a violation of this [article / chapter].

COMMENT: The Smoking restrictions in existing Units become effective a year after the ordinance is adopted to allow time for people to become familiar with the new law and take the necessary steps to comply with it.

Implementing a smokefree housing law by using a reasonable phase-in period, followed by a specific date on which everyone is required to abide by the law, is generally perceived to be the most equitable approach. This strategy balances public health needs against the potential inconvenience the ordinance puts on people who smoke and those who must implement the new policy. A 12-month phase-in period takes into account both the potential legal rights of tenants under existing rental agreements and the legal authority of Landlords to modify those agreements, as this ordinance requires.

Sec. [____ (*3)]. NO SMOKING PERMITTED IN COMMON AREAS EXCEPT IN DESIGNATED SMOKING AREAS.

COMMENT: If your municipal code already has Smoking restrictions, it may contain a provision for smokefree Common Areas of multiunit housing. Review the code and make any necessary modification to existing definitions and/or operative provisions to ensure consistency with new ordinance language.

Note: California Labor Code section 6404.5 (the state smokefree workplace law) already prohibits Smoking in indoor Common Areas if the Multiunit Residence has employees, such as maintenance workers, property managers, or others, who work in those areas.

(a) Smoking in a Common Area, on or after [*insert effective date of ordinance*], other than in a designated Smoking area established pursuant to subsection (b), is a violation of this [article / chapter].

(b) A Person with legal control over a Common Area, such as a Landlord or homeowners' association, may designate a portion of the Common Area as a designated Smoking area provided the designated Smoking area complies with paragraph (c) below at all times.

COMMENT: Establishing a designated Smoking area is *optional*, not mandatory. While a designated Smoking area is convenient for people to use for Smoking, a Landlord or homeowners' association may decide not to create a designated Smoking area. In this case, a Person may go off site to smoke, or remain on the property and use a smokeless tobacco product or an FDA-approved nicotine replacement therapy (eg, nicotine gum or nicotine patch). More information on these nicotine replacement products can be found through the California Smokers' Helpline (www.nobutts.org or 1-800-no-butts).

Should a designated Smoking area be created, the following criteria are highly recommended.

(c) A designated Smoking area:

(1) Must be an Unenclosed Area;

(2) Must be at least twenty-five (25) feet from Unenclosed Areas primarily used by children and Unenclosed Areas with improvements that facilitate physical activity including, for example, playgrounds, tennis courts, swimming pools, and school campuses;

(3) Must be located at least twenty-five (25) feet from any Nonsmoking Area. The location of Nonsmoking Areas may change due to the new enactment of a law, execution of an agreement, or other event that affects the area's nonsmoking designation. If an event occurs that changes a Nonsmoking Area, a Person with legal control over a designated Smoking area located less than twenty-five (25) feet from that Nonsmoking Area must modify, relocate, or eliminate that designated Smoking area so as to maintain compliance with the requirements of this subsection (c). In the case of a Nonsmoking Area on a neighboring property established by private agreement or designation and not by this [chapter / article] or other law, it shall not be a violation of this [chapter / article] for a Person with legal control over the property to designate a Smoking area within twenty-five (25) feet of the Nonsmoking Area unless that Person has actual knowledge of, or a reasonable person would know of, the private agreement or designation;

COMMENT: This clause limits where a designated Smoking area can be located in order to prevent drifting Smoke from entering neighboring property. It includes areas designated as nonsmoking either by law or by a neighboring business or homeowner by contract or private designation.

In some communities, it may be difficult to designate a Smoking area twenty-five (25) feet away from a Nonsmoking Area (eg, where neighboring buildings are close together or when there are limited Unenclosed Areas on site). In this case, a community may reduce the distance requirement.

Another option is to remove the specific distance requirement. To do so, replace the first sentence of subsection (c)(2) "*Must be located at least twenty-five (25) feet from any Nonsmoking Area*" with "*Must be located so that Smoke does not drift into an Enclosed Nonsmoking Area. Should complaints be received, the designated Smoking area must be relocated or removed.*" In addition, the reference to twenty-five (25) feet in the second to last sentence of (c)(2) "*...within twenty-five (25) feet of ...*" should be replaced with "*near.*"

(4) Must be no more than [ten percent (10%)] of the total Unenclosed Area of the Multiunit Residence for which it is designated;

(5) Must have a clearly marked perimeter;

(6) Must be identified by conspicuous signs; and

(7) Must not overlap with any Enclosed or Unenclosed Area where Smoking is prohibited by this [chapter / article] or other law.

(d) No Person with legal control over a Common Area in which Smoking is prohibited by this [chapter / article] or other law shall knowingly permit the presence of ashtrays, ashcans, or other receptacles designed for or primarily used for disposal of Smoking waste within the area.

Sec. [____ (*4)]. NONSMOKING BUFFER ZONES.

(a) Smoking is prohibited in Adjacent Unenclosed Property located within twenty-five (25) feet in any direction of any doorway, window, opening, or other vent into an Enclosed Area of a Multiunit Residence.

COMMENT: To create the most comprehensive smokefree buffer zone around Multiunit Residences, include this section. Subsection (a) creates a smokefree buffer zone that extends to Unenclosed Areas on *neighboring* property that is within 25 feet of any doorway, window, etc. of the Multiunit Residence. This comprehensive provision can be fine-tuned. By using a version of the "Adjacent Unenclosed Property" definition to exempt certain types of neighboring property, such as property containing detached single-family homes, a community can still prohibit Smoking on other private property, such as bar patios or parking lots. If this section is not included in your community's ordinance, the defined term "Adjacent Unenclosed Property" in Section *1 should be deleted.

[(b) Subsection (a) above does not apply to a Person who is Smoking in the restricted buffer zone area while actively passing on the way to another destination.]

COMMENT: This optional exemption for a passerby who is Smoking (eg, Smoking while walking or driving by) is a common component of entryway Smoking bans. Without this exemption, a Person who is Smoking in a buffer zone while passing through it would be in violation of the law.

Sec. [____ (*5)]. REQUIRED AND IMPLIED LEASE TERMS FOR ALL NEW AND EXISTING UNITS IN MULTIUNIT RESIDENCES.

COMMENT: This section requires that Smoking restrictions be included in a lease for the rental of a Unit in any type of Multiunit Residence (eg, an apartment building, condominium complex, or single-room occupancy facility). Note that the term "Unit" includes the defined term "New Unit," so whenever the term Unit is used in the ordinance, it includes *all* Units, both existing and new.

By including these provisions in lease agreements, Smoking becomes a violation of both the lease and the local ordinance. Thus, Landlords may enforce the Smoking lease terms just like any other condition in the rental agreement, such as common provisions regarding noise, use of laundry facilities, and damage to Common Areas. Further, by including the "third-party beneficiary"

provision, other residents of the Multiunit Residence can enforce a lease's Smoking restrictions.

In addition to the lease restrictions, Smoking is unlawful under the ordinance (see Section *2 "Smoking Restrictions in New and Existing Units of Multiunit Residences") and local government may enforce the Smoking restrictions pursuant to the law (see Section *8 "Penalties and Enforcement").

(a) Every lease or other rental agreement for the occupancy of a Unit in a Multiunit Residence, entered into, renewed, or continued month to month after [*insert effective date of ordinance*], shall include the provisions set forth in subsection (b) below on the earliest possible date allowable by law.

COMMENT: This provision calls for the Landlord to amend a rental agreement at the first opportunity. It is also designed to provide tenants with adequate legal notice of the pending change in their lease terms. The overall objective is to insert the new terms into every lease as soon as legally allowable, which will generally be within one year after the effective date of the ordinance (because most standard residential leases are for one year). For multi-year leases, these terms should be added as soon as legally possible when the lease renews.

(b) Every lease or other rental agreement for the occupancy of a Unit in a Multiunit Residence, entered into, renewed, or continued month to month after [*insert effective date of ordinance*], shall be amended to include the following provisions:

COMMENT: The following subsections contain an explicit directive regarding the *legal effect* the required clause must achieve, followed by sample language to implement the directive. Because leases vary in terms, format, and language, it is not possible to provide verbatim wording that can be easily dropped into any lease. These requirements provide a Landlord with necessary flexibility to conform an existing lease while using terms consistent with the rest of the lease. In many cases, a Landlord can use the sample language provided with minimal changes. Members of the California Apartment Association may be able to use the Association's Rental Lease Addendum for Tobacco and Smoke-Free Areas.

(1) A clause providing that as of [*insert effective date of ordinance*], it is a material breach of the agreement to knowingly or intentionally allow, or engage in, Smoking in the Unit, including exclusive-use areas such as balconies, porches, or patios.

SAMPLE LANGUAGE: "It is a material breach of this agreement for tenant to engage in smoking in the unit or exclusive use areas such as balconies, porches, or patios as of [*insert effective date of ordinance*]. Moreover, it is a material breach of

this agreement for tenant to knowingly or intentionally allow any other person subject to the control of the tenant to engage in smoking in the unit or exclusive use areas such as balconies, porches, or patios as of [*insert effective date of ordinance*]."

(2) A clause providing that it is a material breach of the agreement for tenant to knowingly and intentionally allow, or engage in, Smoking in any Common Area of the Multiunit Residence other than a designated Smoking area.

SAMPLE LANGUAGE: "It is a material breach of this agreement for tenant to engage in smoking in any common area of the property, except in an outdoor designated smoking area, if one exists. In addition, it is a material breach of this agreement for tenant to knowingly or intentionally allow any other person subject to the control of the tenant to engage in smoking in any common area of the property, except in an outdoor designated smoking area, if one exists."

(3) A clause providing that it is a material breach of the agreement for tenant to violate any law regulating Smoking while anywhere on the property, or to knowingly and intentionally allow any other Person subject to the control of the tenant to engage in such behavior.

SAMPLE LANGUAGE: "It is a material breach of this agreement for tenant to violate any law regulating smoking while anywhere on the property. Moreover, it is a material breach of this agreement for tenant to knowingly or intentionally allow any other person subject to the control of the tenant to violate any law regulating smoking while anywhere on the property."

(4) A clause expressly conveying third-party beneficiary status to all occupants of the Multiunit Residence as to the Smoking provisions of the lease or other rental agreement.

SAMPLE LANGUAGE: "Other occupants of the property are express third-party beneficiaries of those provisions in this agreement regarding smoking. As such, other occupants of the property may enforce such provisions by any lawful means, including by bringing a civil action in a court of law."

COMMENT: Declaring other residents third-party beneficiaries grants people living in the Multiunit Residence limited rights to enforce the Smoking restrictions in leases. Without the declaration, other residents usually lack the legal right to enforce the lease terms (because they are not a "party" to the agreement), and the power to enforce the terms of the lease rests solely with the Landlord.

(c) Whether or not a Landlord complies with subsections (a) and (b) above, the clauses required by those subsections shall be implied and incorporated by law into every agreement to which subsections (a) or (b) apply and shall become effective as of the earliest possible date on which the Landlord could have made the insertions pursuant to subsections (a) or (b).

COMMENT: This is a back-up provision to ensure that the Smoking-related terms are included by law, even if the Landlord fails to comply with subsections (a) or (b).

(d) A tenant who breaches, or knowingly and intentionally allows any other Person subject to the control of the tenant to breach, a Smoking provision of a lease or other rental agreement for the occupancy of a Unit in a Multiunit Residence shall be liable for the breach to (i) the Landlord; and (ii) any occupant of the Multiunit Residence who is exposed to Smoke or who suffers damages as a result of the breach. A Landlord shall not be liable to any Person for a tenant's breach of Smoking regulations if the Landlord has fully complied with this section.

COMMENT: This provision provides other tenants legal standing to seek damages or possibly an injunction against someone Smoking in violation of a lease term. It also explicitly states a Landlord does not have additional liability beyond this ordinance if they are in compliance.

There are two additional enforcement mechanisms in this ordinance:

Section *8 "Penalties and Enforcement" provides for traditional enforcement by local government officials. It also contains an optional "private enforcement" provision that grants *any* member of the public the right to enforce the ordinance. Thus, a Landlord, a tenant, or a member of the public could bring a lawsuit to enforce the ordinance in either Superior Court or small claims court if the optional language is included.

(e) Failure to enforce any Smoking provision required by this [article / chapter] shall not affect the right to enforce such provision in the future, nor shall a waiver of any breach constitute a waiver of any subsequent breach or a waiver of the provision itself.

COMMENT: This is a technical legal provision designed to prevent a court from inferring a permanent waiver of a Smoking-related provision from a pattern of lax enforcement.

Sec. [____ (*6)]. NOTICE AND SIGNAGE REQUIREMENTS.

(a) Every Landlord shall deliver the following, on or before [*insert effective date of ordinance* + *6 months*], to each Unit of a Multiunit Residence:

(1) a written notice clearly stating:

(i) all Units are designated nonsmoking Units and Smoking is illegal in a Unit, including any associated exclusive-use Enclosed Area or Unenclosed Area, such as a private balcony, porch, deck, or patio, as of [*insert effective date of ordinance* + *1 year*]; and

(ii) Smoking in all Common Areas [, except for specifically designated Smoking areas,] is a violation of this [chapter / article] as of [*insert effective date of ordinance*].

(2) a copy of this [article / chapter].

COMMENT: This subsection describes the information Landlords must give to residents of Multiunit Residences to notify them of the new Smoking restrictions.

A copy of this ordinance must accompany the notice of the smokefree housing law so that residents may assess for themselves their full rights and obligations. Alternatively, Landlords can provide residents a summary of their rights and obligations under the law instead of (or in addition to) a copy of the ordinance itself. If this approach is adopted, steps should be taken to ensure the accuracy and appropriateness of any summary, as summaries are inherently incomplete. The city/county may also want to send information directly to renters about the new smokefree housing law.

Your community may want to provide additional recommendations or guidelines for implementing the smokefree housing law. These could include holding a tenant or building meeting to discuss the new policy and/or hosting cessation classes for residents of Multiunit Residences. If your community has residents who have limited English proficiency, notices regarding the smokefree housing policy could be translated. Because smaller housing providers/managers may not have the resources to do this, the city/county could develop sample translated notices.

Communities may want additional provisions to involve tenants and Landlords with implementation and enforcement of the law. These could include such things as requiring tenants to inform visitors about the no Smoking requirements; requiring tenants to tell Landlords promptly about drifting Smoke; and/or requiring Landlords to take reasonable steps to enforce the no Smoking provisions. Should your community wish to add these types of provisions, please contact ChangeLab Solutions for assistance.

(b) As of [*insert effective date of ordinance*], every Landlord shall provide prospective tenants with written notice clearly stating that:

(1) Smoking is prohibited in Units, including any associated exclusive-use Enclosed Area or Unenclosed Area, such as, for example, a private balcony, porch, deck, or patio, as of [*insert effective date of ordinance*]; and

(2) Smoking is prohibited in all Common Areas [, except for specifically designated Smoking areas,] as of [*insert effective date of ordinance*].

(c) As of [*insert effective date of ordinance*], every seller of a Unit in a Multiunit Residence shall provide prospective buyers with written notice clearly stating that:

(1) Smoking is prohibited in Units, including any associated exclusive-use Enclosed Area or Unenclosed Area, such as, for example, a private balcony, porch, deck, or patio, as of [*insert effective date of ordinance*]; and

(2) Smoking is prohibited in all Common Areas [, except for specifically designated Smoking areas,] as of [*insert effective date of ordinance*].

(d) The Person or Persons with legal control over Common Areas shall post clear and unambiguous "No Smoking" signs in sufficient numbers and locations in Common Areas where Smoking is prohibited by this [article / chapter] or other law. [In addition, the Person or Persons with legal control over the Multiunit Residence shall post signs in sufficient numbers and locations in the Multiunit Residence to indicate that Smoking is prohibited in all Units.] The Person or Persons with legal control over the Common Areas shall maintain such signs. The absence of signs shall not be a defense to a violation of any provision of this [article / chapter]. "No Smoking" signs are not required inside or on doorways of Units [, except for hotels or motels which meet the criteria listed in California Civil Code section 1940, subdivision (b)(2)].

COMMENT: If your community excludes hotels and motels from the definition of Multiunit Residences (Section *1 Definitions), then do not include the optional underlined text in the last sentence.

(e) No Person with legal control over any Nonsmoking Area shall permit Smoking in the Nonsmoking Area, except as provided in Section [___ (*3)].

Sec. [____ (*7)]. NUISANCE; OTHER

(a) The provisions of this [article / chapter] are restrictive only and establish no new rights for a Person who engages in Smoking. Notwithstanding (i) any provision of this [article / chapter] or of this Code, (ii) any failure by any Person to restrict Smoking under this [article / chapter], or (iii) any explicit or implicit provision of this Code that allows Smoking in any place, nothing in this Code shall be interpreted to limit any Person's legal rights under other laws with regard to Smoking, including, for example, rights in nuisance, trespass, property damage, and personal injury or other legal or equitable principles.

COMMENT: The subsection spells out that the intent of this ordinance is to create new smokefree areas and enhance the right of nonsmokers to smokefree environments. This ordinance does not provide smokers with any "safe harbors" from existing laws that might already impose potential liability for Smoking.

Subsection (a) *does not* expand traditional nuisance law in any way, and should generally be included in all ordinances based on this model. Subsection (b) below expands traditional nuisance law by designating nonconsensual exposure to Smoke as a nuisance.

(b) For all purposes within the jurisdiction of the [City / County of ____], nonconsensual exposure to Smoke [occurring on or drifting into residential property] is a nuisance, and the uninvited presence of Smoke on [residential] property is a nuisance.

COMMENT: The declaration in subsection (b) that Smoke is a nuisance extends far beyond the residential context, unless limited by including the optional language in brackets. Once Smoke is declared a nuisance, nuisance abatement laws can be used to address Smoke around doorways, at businesses, in public venues, and anywhere else it may occur. However, declaring Smoke a nuisance is particularly helpful in the housing context because it eliminates the need to prove that some particular level of exposure has occurred and that such exposure is an unjustified intrusion or hazard.

California Government Code section 38771 explicitly authorizes cities to declare nuisances by ordinance. Counties may declare a nuisance pursuant to the broad police power set forth in the California Constitution, article XI, section 7.

(c) Pursuant to California state law, Health and Safety Code sections 11362.3 and 11362.79, Smoking Cannabis is prohibited wherever Smoking tobacco is prohibited.

(d) Notwithstanding any provision to the contrary, nothing in this ordinance shall be interpreted to restrict or otherwise regulate the use of a drug, device, or combination product authorized for sale by the United States Food and Drug Administration, as those terms are defined in the Federal Food, Drug, and Cosmetic Act.

Sec. [____ (*8)]. PENALTIES AND ENFORCEMENT.

(a) The remedies provided by this [article / chapter] are cumulative and in addition to any other remedies available at law or in equity.

COMMENT: The following provisions are designed to offer a variety of options to the jurisdiction and the enforcing agency. Jurisdictions may choose to include some or all of these options. Once the ordinance is enacted, the enforcing agency will have the discretion to choose which enforcement tools to use in any given case. As a practical matter, all of these enforcement options would not be applied in a single case, although multiple remedies might be used against a particularly egregious violator over time.

(b) Every instance of Smoking in violation of this [article / chapter] is an infraction subject to a [one hundred dollar ($100)] fine. Enforcement of this chapter shall be the responsibility of [____]. In addition, any peace officer or code enforcement official may enforce this chapter.

COMMENT: This subsection establishes the penalty for Smoking where it is prohibited. The fine amount can be modified but cannot exceed $100 for a first infraction. (See California Government Code section 36900.) It is separated from the main enforcement provision that follows so that law enforcement officers can simply write a ticket for illegal Smoking.

This provision also designates a primary enforcement agency, which is recommended, but remains flexible by permitting any enforcement agency to enforce the law.

(c) Violations of this [article / chapter] are subject to a civil action brought by the [City / County of ____], punishable by a civil fine not less than [two hundred fifty dollars ($250)] and not exceeding [one thousand dollars ($1,000)] per violation.

COMMENT: This provision provides civil fines for violating the ordinance. It requires that a traditional civil suit be filed by the city or county (possibly in small claims court). The fine amounts can be adjusted but cannot exceed $1,000 per violation. (See California Government Code section 36901.)

(d) No Person shall intimidate, harass, or otherwise retaliate against any Person who seeks compliance with this [article / chapter]. Moreover, no Person shall intentionally or recklessly expose another Person to Smoke in response to that Person's effort to achieve compliance with this [article / chapter]. Violation of this subsection shall constitute a misdemeanor.

(e) Causing, permitting, aiding, or abetting a violation of any provision of this [article / chapter] shall constitute a violation of this [article / chapter].

COMMENT: This is standard language that is typically included in a city or county code and may be omitted if duplicative of existing code provisions.

(f) Any violation of this [article / chapter] is hereby declared to be a public nuisance.

COMMENT: By expressly declaring that a violation of this ordinance is a nuisance, this provision allows enforcement of the ordinance by the city or county via the administrative nuisance abatement procedures commonly found in municipal codes.

Note that this declaration merely says that *violating* the ordinance qualifies as a nuisance (eg, when Smoking in a Nonsmoking Area, the *violation* is the nuisance, not the *Smoke*). It is not the same thing as a local ordinance declaring Smoke a nuisance. Please see Section *7(b) for the declaration that nonconsensual exposure to secondhand Smoke is a nuisance.

(g) In addition to other remedies provided by this [article / chapter] or otherwise available at law or in equity, any violation of this [article / chapter] may be remedied by a civil action brought by the [City Attorney / County Counsel], including, without limitation, administrative or judicial nuisance abatement proceedings, civil code enforcement proceedings, and suits for injunctive relief.

COMMENT: It is common to provide that the local government's lawyers may go to court to seek injunctions and other penalties in addition to fines. The express provision for injunctive relief lowers the showing required to obtain a preliminary or permanent injunction as described in *IT Corp. v. County of Imperial*, 35 Cal.3d 63 (1983).

A public agency should think carefully about the nuisance abatement procedure it chooses in enforcing this ordinance after it is adopted. A local government may provide for treble damages for the second or subsequent nuisance abatement judgment within a two-year period, as long as the ordinance is enacted pursuant to Government Code section 38773.7. Treble damages are not available, however, under the alternative nuisance abatement procedures in Government Code section 38773.1 and Health & Safety Code section 17980. Government Code section 38773.5 establishes a procedure for nuisance abatement where the cost of the abatement can be collected via the

property tax roll as a special assessment against the property on which the violation occurs.

[(h) Any Person, including a legal entity or organization acting for the interests of itself, its members, or the general public, may bring a civil action to enforce this [article / chapter] by way of a conditional judgment or an injunction to prevent future such violations and may sue to recover such actual or statutory damages as he or she may prove.]

COMMENT: In order to get an injunction, a plaintiff would have to sue in Superior Court, generally with the assistance of an attorney. A plaintiff, however, could seek a conditional judgment in small claims court and represent him/herself. Note that the difference between an injunction and a conditional judgment is that an injunction directly orders the defendant to do something (or to refrain from doing something). A conditional judgment, however, gives the defendant a choice between fulfilling certain conditions (eg, ceasing the illegal conduct) or suffering a different judgment (eg, paying monetary damages). (See 1 *Consumer Law Sourcebook: Small Claims Court Laws and Procedures* (California Department of Consumer Affairs 2005.)) A conditional judgment could serve as an alternative to damages, or it could be in addition to damages. For example, a small claims court could order some monetary damages along with a conditional judgment giving the defendant a choice between stopping the violations or paying even more money.

[(i) Except as otherwise provided, enforcement of this [article / chapter] is at the sole discretion of the [City / County of _____]. Nothing in this [article / chapter] shall create a right of action in any Person against the [City / County of _____] or its agents to compel public enforcement of this [article / chapter] against private parties.]

COMMENT: This is an optional provision, which makes clear that a city or county cannot be liable to any Person for failure to enforce the Smoking restrictions in this ordinance.

SECTION III. CONSTRUCTION, SEVERABILITY.

It is the intent of the [City Council / Board of Supervisors] of the [City / County] of [_____] to supplement applicable state and federal law and not to duplicate or contradict such law and this Ordinance shall be construed consistently with that intention. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Ordinance, or its application to any Person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences,

clauses, or phrases of this Ordinance, or its application to any other person or circumstance. The [City Council / Board of Supervisors] of the [City / County] of [____] hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases hereof be declared invalid or unenforceable.

COMMENT: This is standard language. Often this "boilerplate" is found at the end of an ordinance, but its location is immaterial.

APPENDIX A: FINDINGS

WHEREAS, tobacco use causes death and disease and continues to be an urgent public health threat, as evidenced by the following:

- The World Health Organization (WHO) estimates that tobacco kills up to half of its users, amounting to more than 7 million deaths each year worldwide,[1] including nearly half a million people who die prematurely from smoking in the United States alone;[2]
- Tobacco use can cause disease in nearly all organs of the body and is responsible for 87% of lung cancer deaths, 32% of coronary heart disease deaths, and 79% of all chronic obstructive pulmonary disease cases, in the United States;[3]
- 5.6 million of today's Americans who are younger than 18 are projected to die prematurely from a smoking-related illness;[4] and
- The economic damage attributable to smoking and exposure to secondhand smoke in the United States has climbed to almost $300 billion annually.[5]

WHEREAS, tobacco use is the number one cause of preventable death in California[6] and continues to be an urgent public health issue, as evidenced by the following:

- 40,000 California adults die from smoking annually;[7]
- Smoking costs California $13.3 billion in direct health care expenses, $3.6 billion in Medicaid costs caused by smoking, and $10.4 billion in smoking-caused productivity losses;[8]
- More than 25% of all adult cancer deaths in California are attributable to smoking;[9] and
- **[insert local tobacco toll data if available.]**

WHEREAS, significant disparities in tobacco use exist in California which create barriers to health equity,[10] as evidenced by the following:

- African American (20%), Asian (15.6%), Hispanic (15.0%), and American Indian/Alaska Native (36.2%) males all report a higher smoking prevalence than White, Non-Hispanic males (14.8%);[11]
- More than half of low socioeconomic status American Indian/Alaska Native Californians smoke, the highest smoking prevalence among all populations;[12]

- Smoking prevalence increased among high school–age African American youth from 2002 to 2012 while rates decreased for high school–age youth overall, and for all other race/ethnicity groups;[13]
- Californians with the highest levels of educational attainment and annual household income have the lowest smoking rates;[14]
- Those who identify as bisexual, compared with heterosexual, gay/lesbian/homosexual, not sexual, celibate, or other, smoke at rates disproportional to their representation in California;[15]
- Those who rent their homes, compared with those who own their homes or have other arrangements, smoke at rates disproportional to their representation in California;[16]
- A 2014 report noted that those who reported they likely experienced psychological distress in the preceding year smoked at rates disproportional to their representation in California;[17] and
- **[insert local data if available.]**

WHEREAS, secondhand smoke has repeatedly been identified as a health hazard, as evidenced by the following:

- The U.S. Surgeon General concluded that there is no risk-free level of exposure to secondhand smoke;[18]
- The California Air Resources Board categorized secondhand smoke as a toxic air contaminant, along with most toxic automotive and industrial air pollutants, for which there is no safe level of exposure;[19,20]
- The California Environmental Protection Agency (EPA) included secondhand smoke on the Proposition 65 list of chemicals known to the state of California to cause cancer, birth defects, and other reproductive harm;[21]
- The American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE) recommends that multiunit housing be free from secondhand smoke, cannabis smoke, and aerosol from electronic smoking devices;[22]
- The American Heart Association has recommended all adults and children be protected from smoking in multiunit housing;[23]

WHEREAS, exposure to secondhand smoke causes death and disease, as evidenced by the following:

- Since 1964, approximately 2.5 million nonsmokers have died from health problems caused by exposure to secondhand smoke;[24]
- Secondhand smoke was responsible for an estimated 34,000 heart disease–related and 7,300 lung cancer–related deaths among adult nonsmokers each year during 2005-2009 in the United States;[25]
- Exposure to secondhand smoke increases the risk of coronary heart disease by about 25% to 30%[26] and increases the risk of stroke by 20% to 30%;[27]
- Secondhand smoke kills more than 400 infants every year;[28]

WHEREAS, electronic smoking device aerosol may be considered a health hazard, as evidenced by the following:

- Research has found at least ten chemicals known to the State of California to cause cancer, birth defects, or other reproductive harm,[29,30,31,32] such as formaldehyde, acetaldehyde, lead, nickel, and toluene;[33,34,35]
- Electronic smoking device aerosol is not harmless water vapor as it contains varying concentrations of particles and chemicals with some studies finding particle sizes and nicotine concentrations similar to, or even exceeding, conventional cigarette smoke;[36]
- Evidence continues to build that exposure to electronic smoking device aerosol, including secondhand exposure, has immediate impacts on the human respiratory and cardiovascular systems, and thus likely poses a risk to human health;-[37,38,39,40,41,42,43,44,45,46]
- Given the increasing prevalence of electronic smoking device use, especially among youth and young adults, widespread nicotine exposure resulting in addiction and other harmful consequences is a serious concern;[47]
- A number of health authorities, including the U.S. surgeon general, ASHRAE, and State of California's Tobacco Education and Research Oversight Committee (TEROC) all support inclusion of electronic smoking devices in regulations of smoking and other tobacco product use.[48,49,50]

WHEREAS, secondhand cannabis smoke has been identified as a health hazard, as evidenced by the following:

- The California EPA included cannabis smoke on the Proposition 65 list of chemicals known to the state of California to cause cancer;[51,52]
- Cannabis smoke contains at least 33 known carcinogens;[53]
- In one study, exposure to cannabis smoke in an unventilated setting resulted in detectible levels of cannabinoids in non-smoker participants' blood and urine, and participants experienced minor increases in heart rate and impaired cognitive performance;[54] and

- A recent systematic review of the literature concluded that secondhand exposure to cannabis smoke leads to cannabinoid metabolites in bodily fluids and individuals experiencing self-reported psychoactive effects.[55]

WHEREAS, nonsmokers who live in multiunit dwellings can be exposed to neighbors' secondhand smoke, as evidenced by the following:

- Several peer-reviewed studies on drifting secondhand smoke in multiunit housing have confirmed that secondhand smoke can and does transfer between units,[45,46] seeping into smokefree areas from areas where smoking occurs;[56]
- Residents of multiunit housing have higher levels of cotinine (a biomarker for nicotine) in their blood and saliva than those living in detached houses;[57]
- Twelve peer-reviewed journal articles have found that between 26% and 64% of residents of multiunit housing report secondhand smoke drifting into their home;[58]
- Surveys have found that 65% to 90% of multiunit housing residents who experience secondhand smoke in their home are bothered by it;[59]
- Between 44% and 46.2% of Californians living in multiunit housing with personal smokefree home policies are exposed to secondhand smoke in their home;[60]

WHEREAS, harmful residues from tobacco smoke can be absorbed by and cling to virtually all indoor surfaces long after smoking has stopped and then be emitted back into the air, making this "thirdhand smoke" a potential health hazard, as evidenced by the following:

- Thirdhand smoke contains carcinogenic materials that accumulate over time, presenting a health hazard long after the initial smoke is gone;[61]
- A study found that thirdhand smoke remains months after nonsmokers have moved into units where smokers previously lived;[62]
- Human exposure to these thirdhand smoke carcinogens can occur through inhalation, ingestion, or skin absorption through contact with carpeting, furnishings, or clothing;[63]
- Thirdhand smoke potentially poses the greatest danger to infants and toddlers, who crawl on rugs and furnishings and place household items in their mouths;[64]
- Nonsmoking people who are exposed to thirdhand smoke have significantly higher nicotine and cotinine levels than those who have not been exposed to thirdhand smoke;[65]
- Research has shown that thirdhand smoke damages human cellular DNA;[66]

WHEREAS, smoking is a leading cause of fire-related injury and death,[67] and contributes to health inequities, as evidenced by the following:

- In 2014, U.S. fire departments responded to an estimated 17,200 smoking-related

structure fires, which resulted in an estimated 1,140 injuries, 570 deaths, and $426 million in direct property damage;[68]

- In 2014, smoking materials caused 5% of reported home fires, 21% of home fire deaths, 10% of home fire injuries, and 6% of the direct property damage from home fires;[69]
- African-American males and American-Indian males have the highest mortality rate among fire-related deaths; African Americans accounted for 21% of all fire-related deaths in 2015, but made up only 13% of the U.S. population;[70]
- Elderly people 85 or older have the highest fire death rate (39.5%),[71] and the risk of dying from smoking-related fires increases with age;[72]
- **[Insert local fire data, if available]**

WHEREAS, 32% of Californians (or 11.8 million people) live in multiunit housing,[73] which accounts for one-seventh of the total multiunit housing population in the country;[74]

WHEREAS, the Surgeon General has concluded that eliminating smoking in indoor spaces is the only way to fully protect nonsmokers from secondhand smoke exposure; and that separating smokers from nonsmokers, cleaning the air, and ventilating buildings cannot completely prevent secondhand smoke exposure;[66,67]

WHEREAS, smoke-free housing policies resulted in a roughly 8% reduction in self-reported exposure to secondhand smoke exposure for racially and ethnically diverse seniors living in low-income multiunit housing properties;[75]

WHEREAS, several studies have confirmed that smokefree multiunit housing policies are the most effective method to reduce secondhand smoke exposure in multiunit housing;[69,70]

WHEREAS, secondhand smoke exposure in multiunit housing contributes to tobacco-related health inequities. For example, in California, when compared with adults who live in single family homes, adults who live in multiunit housing are more likely to be:

- People of color (63% of residents of multiunit homes versus 49.6% of residents of single family homes);[76]
- Lower-income or below the poverty line (46.8% versus 27%);[77]
- Lacking a high school diploma (21.4% versus 14.8%);[78]
- Current smokers (17.5% versus 13.2%);[79] as well as

- Uninsured (23.4% versus 14.2%);[80]

WHEREAS, secondhand smoke in multiunit housing is a significant threat to the health and safety of California children, as evidenced by the following:

- About a quarter of those who live in multiunit housing (25.2%) are under the age of 18;[81]
- The home is the primary source of secondhand smoke for children;[82]
- 56.4% of youth living in apartment units in which no one smokes have elevated blood cotinine levels above 0.05 ng/mL, indicating they have been exposed to potentially dangerous levels of secondhand smoke;[78,79]
- Children who live in apartments have mean cotinine levels that are 45% higher than cotinine levels in children who live in detached homes;[80,81]

WHEREAS, a majority of multiunit housing residents, including a large portion of smokers, support smokefree policies in multiunit residences,[83] as evidenced by the following:

- 73.7% of United States adults surveyed favor smokefree public housing;[84]
- 61% of Californians surveyed favor limiting smoking inside apartment units and 69% would support limiting smoking in outdoor common areas of apartment buildings;[85]
- 85.5% of Hispanic residents in Los Angeles County would favor a rule in their buildings that banned smoking in all areas;[86]
- **[Insert local support data, if available]**

WHEREAS, there are significant savings from adopting a smokefree multiunit housing policy, as evidenced by the following:

- HUD's smokefree public housing policy is estimated to produce an annual savings of 4 to 8 million dollars a year for public housing authorities in renovation-related costs;[87]
- Multiunit housing property owners in California would save $18.1 million in renovation expenses each year;[88]

WHEREAS, in 2016 the United States Department of Housing and Urban Development issued a final rule requiring all public housing agencies to adopt smokefree policies to protect residents from secondhand smoke exposure effective February 2017; [89]

WHEREAS, children, low-income tenants of public housing, and members of racial and ethnic minority groups are disproportionately exposed to secondhand smoke; and smokefree housing policies have shown potential to reduce exposure in these populations;[90]

WHEREAS, California state law allows local governments to adopt ordinances that permit residential rental agreements to prohibit smoking tobacco products within rental units;[91]

WHEREAS, at least 90 California cities and counties have adopted smokefree multiunit housing ordinances,[92] and at least 51 of these jurisdictions have restricted smoking in at least 75% of units;[93]

WHEREAS, there is no Constitutional right to smoke;[94]

WHEREAS, California law declares that anything which is injurious to health or obstructs the free use of property, so as to interfere with the comfortable enjoyment of life or property, is a nuisance;[95]

WHEREAS, local governments have broad latitude to declare nuisances and are not constrained by prior definitions of nuisance;[95,96,97]

NOW THEREFORE, it is the intent of the [City Council / County Board of Supervisors] in enacting this ordinance, to provide for the public health, safety, and welfare by discouraging the inherently dangerous behavior of smoking around nontobacco users; by protecting children from exposure to smoking where they live and play; and by protecting the public from nonconsensual exposure to secondhand smoke in and around their homes.

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City of Carpinteria

COUNCIL AGENDA STAFF REPORT
June 28, 2021

ITEM FOR COUNCIL CONSIDERATION

A progress report on the process for drawing district boundaries as a part of instituting district-based elections for City Council seats by the November 2022 regular election.

STAFF RECOMMENDATION

Action Item __ ; Non-Action Item _X__

Receive and file the report.

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

BACKGROUND

Election Systems

Most public agencies in California conduct elections for their governing board in one of two formats: at-large or district-based. In the at-large election system, the governing board members are elected by vote of the entire populace of the jurisdiction and each voter may cast one vote for each open seat. In the district-based system, the jurisdiction is divided into separate districts and each voter may cast a vote only for a candidate seeking election to the seat that represents the district he or she resides within. Since its incorporation in 1965, the City of Carpinteria ("City") has utilized an at-large elections system for City Council elections. The five members of the City Council are elected to four-year, overlapping terms; elections are held every even-numbered year. The mayor and vice mayor are selected by their fellow Council members and customarily serve two-year terms.

The Notice of Violation

On July 3, 2017, the City received a Notice of Violation of California Voting Rights Act (the "Notice") from attorney Robert Goodman on behalf of residents Jatzibe Sandoval and Frank Gonzalez ("Prospective Plaintiffs").

At the Council's July 31, 2017 meeting, the Council received a report on the California Voting Rights Act ("CVRA") and the Notice and heard public comment on potentially transitioning to district-based elections. A majority of those commenting spoke in favor of instituting a district-based election system. At its meeting of August 14, 2017, the City

Council adopted Resolution No. 5743, declaring its intention to transition from at-large to district-based elections by November of 2022.

Mapping Process
In April 2019, the City Council approved by resolution the formation of an Ad hoc District Elections Committee, on which Councilmembers Alarcon and Lee are currently serving. The City subsequently entered into a consultant services agreement in October of 2019 with Redistricting Partners to assist the City with the process of drawing district boundaries. The City Council Ad hoc Committee meets occasionally to receive updates and will be preparing a report with certain recommendations related to the district mapping process. The report is tentatively scheduled to be presented to the Council at its meeting of July 26, 2021.

The purpose of this agenda matter is for the Council to receive an update on this work and to initiate the process to solicit assistance from community members in the process of drawing district boundaries and adopting district maps in time for the November 2022 regular election.

DISCUSSION

Settlement and Release
The Declaration of Intention, adopted via Resolution No. 5743, commits the City to institute districted-based elections by the November 2022 regular election. The Prospective Plaintiffs are barred from pursuing a legal action against the City for alleged violations of the CVRA until November 9, 2022, the day after the November 2022 regular election.

Under the settlement agreement, the Council retains discretion to determine whether to establish four districts with a mayor elected at large or to establish five districts with the mayor appointed by the Council.

Pursuant to provisions of the California Voting Right Act and settlement agreement, the City will need to hold a total of at least four (4) hearings to consider district maps. The City must hold at least two public hearings over a period of no more than thirty (30) days prior to drawing draft maps of the proposed boundaries of the districts in order to solicit public input regarding the composition of districts. Subsequent to map drawing and the release of at least one draft map, the City will also need to hold at least two additional public hearings over a period of no more than forty-five (45) days at which the public will be invited to provide input regarding the content of the draft map or maps and the proposed sequence of elections, given the staggered terms of council members. (Election Code § 10010.) As a practical matter, it is optimal for the City to complete these hearings by March of 2022, in order to provide sufficient time for prospective candidates to determine whether or not to pull candidacy papers when that period opens on July 18, 2022.

Schedule and US Census Data

The map drawing process for establishing City Council election districts is informed, in part, by U.S. Census data. The delay in the release of U.S. Census data until August has affected the schedule for the mapping process; however, the tentative timeline below would allow for meeting both statutory deadlines and the City's interest in timely completion of the process for the November 2022 election.

April 2021	Kickoff meeting with City of Carpinteria staff (online)
July 2021	Website/Public Mapping Options Launched Public Outreach to publicize process and initial meeting dates publicized
September 2021	Public Outreach Meeting – Presentation to public around the principles of redistricting, opportunity for pre-map public input on communities of interest. Presentation from the public of any maps identifying communities, discussion of preferences of neighborhoods, geographic or other features that should be considered in drawing of public plans. Opportunity for public to submit their own maps.
October 2021 Post-Census Map Draw Meeting 1	Hearing with public input on publicly drawn plans with any input from the public on new potential maps. Best practice is for any draft maps to be made public 7 days prior to hearing to provide greater transparency and enrich the public opportunity for input. *(Timing on this and subsequent meetings is dependent on the release of data from the US Census, now scheduled for mid to late August. A six-week extension should be added for processing and prisoner reallocation with an additional 7 day waiting period per the Fair Maps Act. This could be done as early as mid-October.)*
January 2022 Post-Census Map Review Meeting 2	Hearing with public and City Council input with the goal of having the City Council select a single map that will be the final map to go to a vote at the final City Council Meeting. Again, we would release any second draft or revised maps seven days prior to the hearing.
February 2022 Final City Council Meeting	Up or down vote on the final map selected by the City Council.
March 2022 Possible 5th hearing if needed	If changes are made to maps at February meeting, March 2022 meeting will be the final vote.

The County Registrar must receive the district maps in order to implement the election system by mid-2022. Going forward, the City would be required to evaluate the maps after each census cycle and, if population figures have shifted, draw new district boundaries.

Ad hoc City Council Committee Report
The report from the Committee is expected to include a final proposed meeting schedule and recommendations for:

a. community outreach plan, including proposed public map drawing processes,
b. creation of four districts with an at-large elected Mayor or five districts,
c. the process to selecting which three districts will be a part of the November 2022 election.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The City Attorney's Office is supporting the work of the Ad hoc District Elections Committee and will be available to answer questions concerning this matter.

FINANCIAL CONSIDERATIONS

N/A

PRINCIPAL PARTIES EXPECTED TO BE IN ATTENDANCE

Sophia Garcia, Redistricting Partners

ATTACHMENTS

A. District Mapping Presentation Slide Deck
B. Resolution No. 5743, Declaration of Intention
C. Resolution No. 5880, Ad hoc City Council Committee

Staff Report Prepared by: Brian Barrett
(805) 755--4446, brianb@ci.carpinteria.ca.us

Brian C. Barrett
Signature

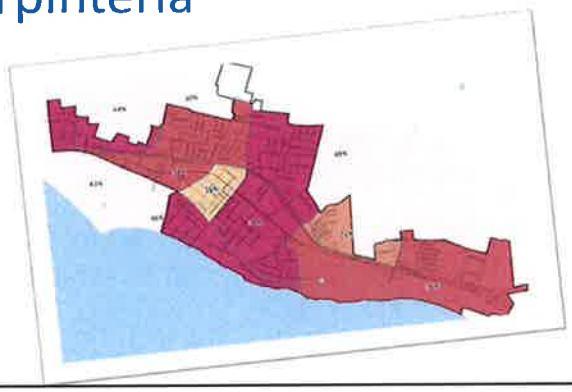
Staff Report reviewed by: Dave Durflinger
(805) 755-4400, daved@ci.carpinteria.ca.us

Signature

ATTACHMENT A

REDISTRICTING PARTNERS

CVRA and Districting
City of Carpinteria



REDISTRICTING PARTNERS

Overview

This presentation will cover a range of topics to facilitate a process of public education and involvement in a transparent and fair districting process.

- The California Voting Rights Act
- Districting vs. Redistricting vs. Gerrymandering
- Traditional Districting/Redistricting Principles
- Population and Composition
- Mapping of the City of Carpinteria

REDISTRICTING PARTNERS

What is the CVRA?

The California Voting Rights Act is a state law that prohibits the use of At-Large election systems in local government if there is racially polarized voting.

"At Large" is defined as anything other than a system in which an elected official lives in a district, and is only elected by members of that district.

"Racially Polarized Voting" is determined through an analysis which quantifies the amount of voting which can be shown to be correlated to race.

REDISTRICTING PARTNERS

What is the CVRA?

The California Voting Rights Act takes the principles of the Federal Voting Rights Act and expands it regarding districted elections in two key ways:

While Federal law uses "majority minority" districts as a standard for vulnerability, the CVRA only requires "ability to influence."

The CVRA requires that plaintiffs get full reimbursement for legal fees associated with any successful challenge.

REDISTRICTING PARTNERS

What is the CVRA?

The California Voting Rights Act takes the principles of the Federal Voting Rights Act and expands it regarding districted elections in two key ways:

While Federal law uses "majority minority" districts as a standard for vulnerability, the CVRA only requires "ability to influence."

The CVRA requires that plaintiffs get full reimbursement for legal fees associated with any successful challenge. ***These can be lessened or eliminated if the district follows a strict and prompt process for districting.***

REDISTRICTING PARTNERS

What is Districting

definition

Districting is the initial process of creating election district boundaries.

These boundaries determine:

- Eligibility to run for office - must live within boundaries to qualify for election.
- Who votes in the election – only voters within the district vote for their councilmember.

REDISTRICTING PARTNERS

What is Districting

definition

Districting is the initial process of creating election district boundaries.

These boundaries do not determine:

- How the city decides to govern. The city can still work to achieve goals that benefit the city as a whole rather than the interests of any single district.
- How services or relationships between the city and the public are managed.

REDISTRICTING PARTNERS

What is Redistricting

definition

Redistricting is the process of adjusting district lines every 10 years after the release of the US Census. The best known examples are Congress and the legislature.

Within the US, redistricting has become an extremely politicized process and been the subject of more high-profile Supreme Court decisions than any other part of our elections system.

REDISTRICTING PARTNERS

What is Gerrymandering

The Gerrymander

The term Gerrymander came from a cartoon depicting a rather serpentine looking district created by Governor Elbridge Gerry in Massachusetts.



REDISTRICTING PARTNERS

What is Gerrymandering

the Gerrymander

There are more recent examples of gerrymandering, even in California.

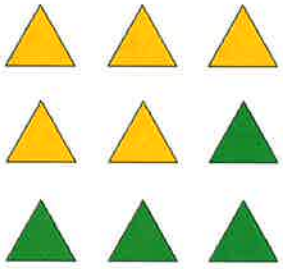
This 2001 Senate District is a great example.



REDISTRICTING PARTNERS

What is Gerrymandering

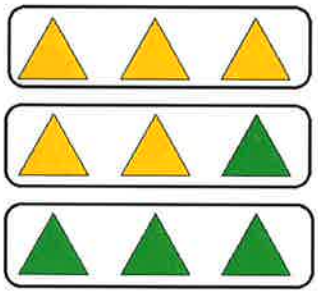
How does gerrymandering work?



REDISTRICTING PARTNERS

What is Gerrymandering

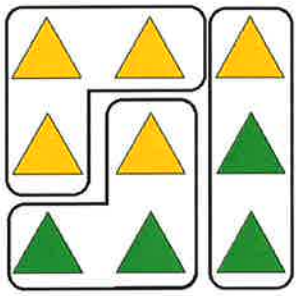
How does gerrymandering work?



REDISTRICTING PARTNERS

What is Gerrymandering

How does gerrymandering work?



REDISTRICTING PARTNERS

What is Gerrymandering

Types of Gerrymanders

The two primary types of gerrymanders are Partisan and Racial, but there are more.

Partisan Gerrymandering – current Supreme Court has determined these *non-justiciable* but some state and local laws have stepped in to ban them.

Racial Gerrymandering – courts have repeatedly found these to be unlawful.

Incumbent Gerrymandering – common in any redistricting conducted by the agency itself.

REDISTRICTING PARTNERS

Traditional Redistricting Principles

Preventing a Districting from becoming a Gerrymander

There are a number of criteria that have been used nationally and upheld by courts.

- Relatively equal size - people, not citizens
- Contiguous – districts should not hop/jump
- Maintain *"communities of interest"*
- Follow city/county/local government lines
- Keep districts compact – appearance/function

REDISTRICTING PARTNERS

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REDISTRICTING PARTNERS

Communities of Interest

Bringing like people together for representation

A community of interest includes ethnic and language minorities and other groups as discussed.

- Many more, including:
  - LGBTQ+ Communities
  - Senior Citizens or Students
  - Downtown / Urban
  - Rural or Agricultural
  - Homeowners or Renters

REDISTRICTING PARTNERS

Communities of Interest

Bringing like people together for representation

What are you looking for in trying to judge the applicability of a Community of Interest to the redistricting process?

- Group with shared culture / characteristics
- Geographic Nature / Density / Ability to be mapped
- Relationship to Agency / Policies

REDISTRICTING PARTNERS

Communities of Interest

Bringing like people together for representation

What is a community of interest? It includes ethnic and language minorities and other groups.

Communities covered by the Voting Rights Act

- Latinos
- Asians
- African Americans

While race is a community of interest, it cannot be the *predominant factor* in drawing districts.

REDISTRICTING PARTNERS

Communities of Interest

Bringing like people together for representation

What is a community of interest? It includes ethnic and language minorities and other groups.

Other Communities, example are:

- People living near an industry (farming, higher education, manufacturing)
- Senior Citizens or Students
- Downtown / Urban
- Rural or Agricultural
- Homeowners or Renters

REDISTRICTING PARTNERS

Traditional Redistricting Principles

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- **Follow city/county/local government lines**
- Keep districts compact – appearance/function

REDISTRICTING PARTNERS

Protecting Neighborhoods

Bringing like people together for representation

FAIR MAPS Act:

To the extent practicable, the geographic integrity of any local neighborhood or local community of interest shall be respected in a manner that minimizes its division.

REDISTRICTING PARTNERS

Traditional Redistricting Principles

Preventing a Districting from becoming a Gerrymander

There are a number of criteria that have been used nationally and upheld by courts.

- Relatively equal size - people, not citizens
- Contiguous – districts should not hop/jump
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- Follow city/county/local government lines
- **Keep districts compact – appearance/function**

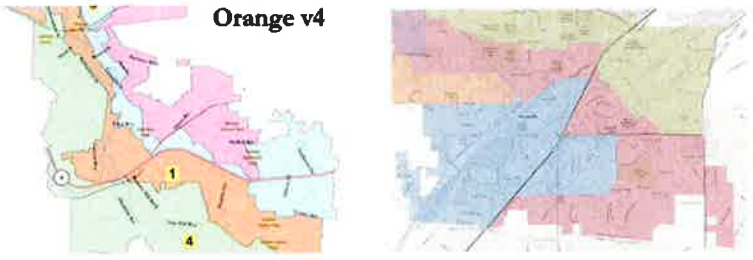
REDISTRICTING PARTNERS

Compactness

Determining what is "compact"

California has a rather elegant/simple definition.

- Not bypassing nearby populated areas in favor of more distant populated areas



REDISTRICTING PARTNERS

Traditional Redistricting Principles

Preventing a Districting from becoming a Gerrymander

New Criteria for 2020 under the Fair Maps Act:

- Count prisoner population at their residence prior to incarceration.
- Defines "communities of interest" as not including relationships with political parties, incumbents, or political candidates.
- Prohibits districts from being drawn for the purpose of favoring or discriminating against a political party.
- Prohibits mid-decade redistricting.

REDISTRICTING PARTNERS

Additional Redistricting Rules

Criteria required in San Jose beyond Traditional Principles

The FAIR MAPS Act adds more criteria to the process.

-
- Hold minimum set of hearings, encourage public engagement.
- Posting of all redistricting commission information on a website that is maintained *for the next 10 years*.

REDISTRICTING PARTNERS

City of Carpinteria

Preliminary Findings

Estimated population according to the American Community Survey is **13,376**

We can't use the estimated population for the districting process, but we can use it for planning purposes.

Using this estimated population to determine an estimated target size of a council district the ideal population is: **2,675**

Under the "equal population" criteria the total district population deviation (from smallest to largest) cannot exceed 10%.

REDISTRICTING PARTNERS

City of Carpinteria

Preliminary Findings

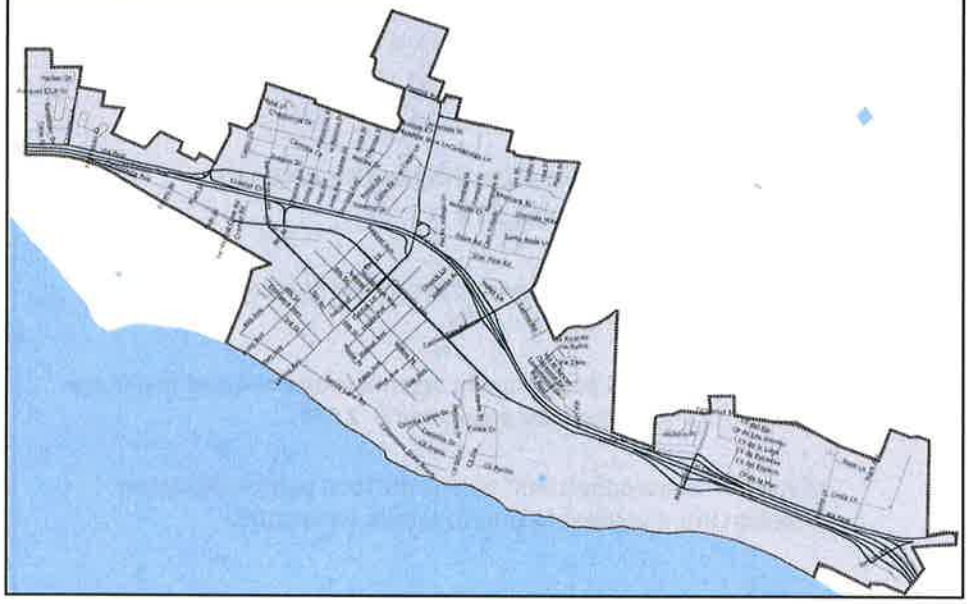
For determining ethnicity of a district we use the American Community Survey calculations of Citizen Voting Age Population or "CVAP" which is also sometimes called "eligible voters population":

- CVAP: 8,871

- Asian CVAP: 167
- Latino CVAP: 2,642
- Black CVAP: 24
- White CVAP: 6,020

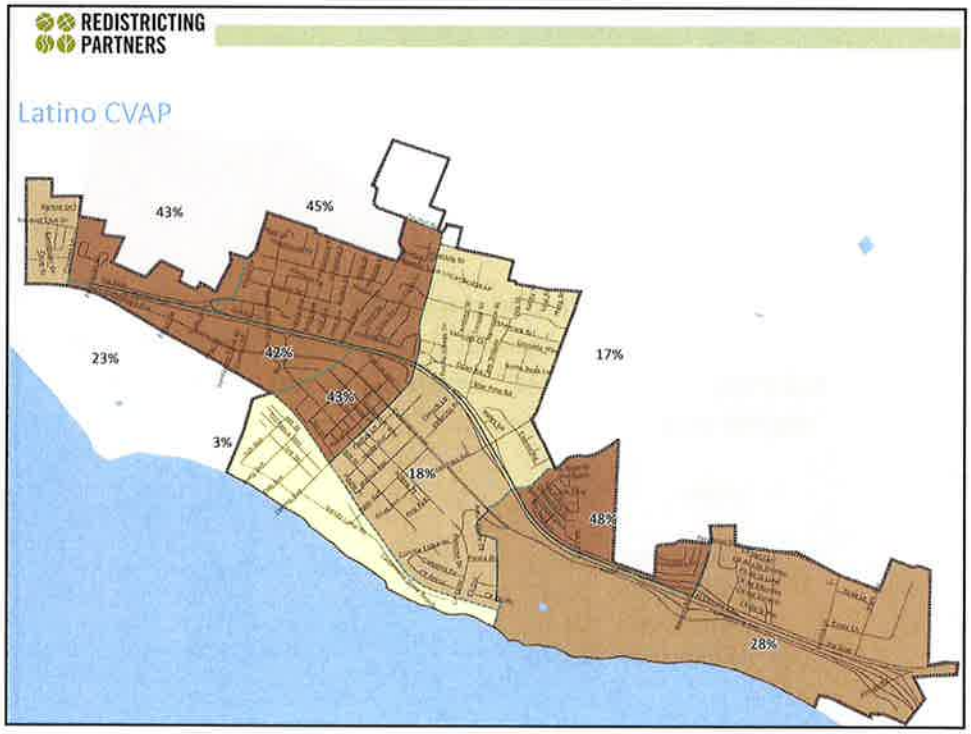
REDISTRICTING PARTNERS

City Boundaries and Streets



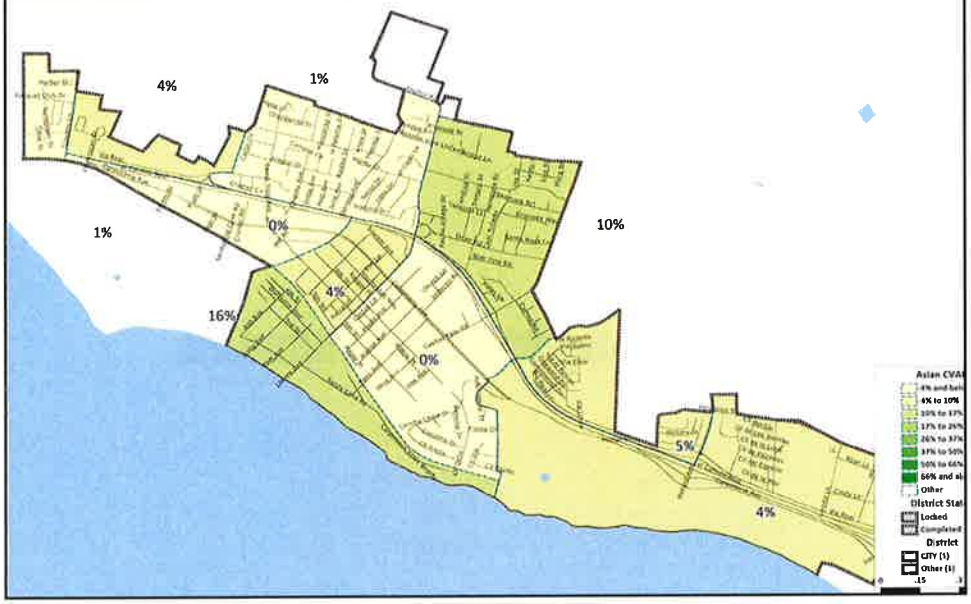
REDISTRICTING PARTNERS

Latino CVAP



REDISTRICTING PARTNERS

Asian CVAP



REDISTRICTING PARTNERS

City of Carpinteria

What's Next

Public hearings will be held to obtain input on communities of interest and receive feedback on potential districting plans prior to board adoption

Input can be provided in public hearings or using our Community of Interest Worksheet.



REDISTRICTING PARTNERS

City of Carpinteria

What's Next

Public hearings will be held to obtain input on communities of interest and receive feedback

_____	1st Public Hearing
_____	2nd Public Hearing
(Wait for Census Release Summer / Fall of 2021)	
7 Days before 3rd Hearing	*Initial draft maps published*
October 2021	1st Map Hearing
7 Days before 4th Hearing	*Publish amended draft maps (if any)*
January 2022	2nd Map Hearing
7 Days before adoption	*Publish final map*
February 2022	Adoption



ATTACHMENT B

RESOLUTION NO. 5743

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA, CALIFORNIA, DECLARING ITS INTENTION TO TRANSITION FROM AT-LARGE TO DISTRICT-BASED ELECTIONS BY NOVEMBER OF 2022

WHEREAS, members of the City Council of the City Carpinteria are currently elected in "at-large" elections, in which each councilmember is elected by the registered voters of the entire City; and

WHEREAS, California Government Code section 34886 permits the legislative body of a city to change its method of election by ordinance from an "at-large" system to a "district-based" system in which each member of the legislative body is elected by the voters in the district in which the candidate resides; and

WHEREAS, on July 3, 2017, the City received a letter entitled Notice of Violation of California Voting Rights Act ("Notice") from Jatzibe Sandoval and Frank Gonzalez ("Prospective Plaintiffs") asserting that the City's elections are characterized by racially polarized voting and demanding that the City commence the process to transition to district based elections pursuant to the California Voting Rights Act ("CVRA"); and

WHEREAS, a violation of the CVRA is established if it is shown that racially polarized voting occurs in elections (Elections Code section 14028(a)). "Racially polarized voting" means voting in which there is a difference in the choice of candidates or other electoral choices that are preferred by voters in a protected class, and in the choice of candidates and electoral choices that are preferred by voters in the rest of the electorate (Elections Code section 14026(e)); and

WHEREAS, the CVRA allows for Prospective Plaintiffs to file a lawsuit against the City if the City does not adopt a resolution of intent to institute district based elections within 45 days of the Notice ("45-day period") (Elections Code section 10010); and

WHEREAS, the Notice states that if the City declines to do adopt a resolution of intention to transition to district elections within the 45-day period, Prospective Plaintiffs will commence a lawsuit to compel district based elections; and

WHEREAS, August 17, 2017 is the 45th day from the date the City received the Notice; and

WHEREAS, at its July 31 special meeting the City Council received public comment on the potential to transition to district elections and a majority of those commenting spoke in favor of instituting a district-based election system; and

WHEREAS, the Prospective Plaintiffs offered to consider a settlement agreement whereby the City would not be required to institute district elections until the November 2022 regular election in order to allow 2020 census data to be taken into account in drawing district boundaries; and

WHEREAS, the City denies that its at-large election system violates the CVRA or any other provision of law and asserts that the City's election system is legal in all respects; and

WHEREAS, the City Council has concluded that the public interest would be served by transitioning to a district-based electoral system due to public support for district elections, the extraordinary cost to defend against a CVRA lawsuit and the uncertainties inherent in litigating a CVRA claim.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CARPINTERIA AS FOLLOWS:

SECTION 1.
The above recitals are true and correct.

SECTION 2.
Before the November 2022 regular election, the City Council will consider adoption of an ordinance to institute a district-based election system, as authorized by Government Code section 34886.

SECTION 3.
Prior to considering an ordinance to establish district boundaries for a district-based electoral system, the City will follow the requirements pursuant to Elections Code section 10010 to solicit public input in the district map drawing process.

PASSED, APPROVED, AND ADOPTED this 14th day August, 2017 by the following vote:

AYES:	COUNCILMEMBER(S):	CARTY, CLARK, NOMURA, SHAW
NOES:	COUNCILMEMBER(S):	NONE
ABSENT:	COUNCILMEMBERS(S):	STEIN
ABSTAIN:	COUNCILMEMBER(S):	NONE

Mayor, City of Carpinteria

ATTEST:

City Clerk, City of Carpinteria

I hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Carpinteria held on August 14, 2017.

City Clerk, City of Carpinteria

APPROVED AS TO FORM:

Dylan Johnson, on behalf of
Brownstein Hyatt Farber
Schreck, LLP, acting as City Attorney
of the City of Carpinteria

ATTACHMENT C

RESOLUTION NO. 5880

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA APPROVING THE CREATION OF AN AD HOC DISTRICT ELECTIONS COMMITTEE

WHEREAS, the City Council from time to time finds it beneficial to form a committee of its membership in order to address a particular subject or work matter and to make related recommendations to the City Council; and

WHEREAS, at its regular meeting of August 14, 2017, the City Council adopted Resolution No. 5743, declaring its intention to transition from at-large to district-based elections by November 2022; and

WHEREAS, before the November 2022 regular municipal election, the City Council will consider adoption of an ordinance to institute a district-based election system based on the results of the 2020 Census conducted by the United States Census Bureau, as authorized by Government Code section 34866;

WHEREAS, prior to considering an ordinance to establish boundaries for a district-based electoral system, the City must follow requirements pursuant to Elections Code section 10010 to solicit public input in the district map drawing process; and

WHEREAS, the City Council has determined that an ad hoc committee consisting of not more than two of its members is desirable to work with staff to create a plan for complying with Elections Code section 10010 concerning involving the public in the district map drawing process.

NOW, THEREFORE, BE IT RESOVED that there is hereby created an ad hoc District Elections Committee (Committee) consisting of Council members AL CLARK and FRED SHAW.

NOW, THEREFORE, BE IT FURTHER RESOVED the Committee, in coordination with the City Manager, shall determine the frequency, place and times of its meetings and at the conclusion of its work shall provide a report to the City Council.

PASSED, APPROVED AND ADOPTED on April 8, 2019, by the following vote:

AYES: COUNCILMEMBER(S) CARTY, LEE, SHAW, CLARK,NOMURA

NOES: COUNCILMEMBER(S): NONE

ABSENT: COUNCILMEMBER(S): NONE

ABSTAIN: COUNCILMEMBER(S): NONE

Mayor, City of Carpinteria

ATTEST:

City Clerk, City of Carpinteria

I hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Carpinteria held on April 8, 2019.

City Clerk, City of Carpinteria

APPROVED AS TO FORM:

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

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
June 28, 2021

ITEM FOR COUNCIL CONSIDERATION

Renewal of the Memorandum of Understanding between the City of Carpinteria, County of Santa Barbara, Cities of Santa Barbara and Goleta, and CommUnify, concerning the South Coast Youth Safety Partnership.

STAFF RECOMMENDATION

Action Item _X_; Non-Action Item ___

Authorize the City Manager, on behalf of the City, to enter into the Memorandum of Understanding concerning the South Coast Youth Safety Partnership.

Sample Motion: I move to authorize the City Manager, on behalf of the City, to enter into the Memorandum of Understanding.

(This item requires a roll-call vote)

BACKGROUND

The City has been a participant in the South Coast Youth Safety Partnership (SCYSP) since its inception in 2009. The regional cooperative was created after the tragic gang related death of a youth in March 2007, and the City of Santa Barbara's initial response to the that crisis led it to seek a regional collaboration to address youth violence.

In 2010, participating agencies began making financial contributions based upon an agreed upon formula. That contribution formula has not changed and the City's annual contribution for the proposed two-year Agreement is $9,089. Current participating agencies are the Cities of Santa Barbara, Goleta and Carpinteria, and the County of Santa Barbara. CommUnify (formerly the Community Action Commission) is the host agency.

The Memorandum of Understanding has historically been renewed annually; however, the member agencies have agreed that two-year agreements addressing these

important youth services should be considered. The first two-year cycle was scheduled to begin July 1, 2022 but has been delayed due to the pandemic. For this reason, the proposed Agreement is retroactive, covering the two-year period from July 1, 2020 through June 30, 2022.

Attached to this report is the draft 2020-22 Memorandum of Understanding and background information on the work of the collaboration.

DISCUSSION

The attached SCYSP agreement includes the organization's Mission, Vision, Guiding Principles, and goals and objectives. SCTFYS is not a service provider but rather works with service providers to ensure communication and cooperation in the delivery and efficacy of services concerning youth safety.

POLICY

Collaborating with other agencies in order to effectively address issues of regional concern is consistent with the City's Strategic Work Plan and the City's interest in protecting public health and safety.

FINANCIAL CONSIDERATIONS

The City is a financial Sponsor under the terms of the MOU along with the Cities of Santa Barbara and Goleta, and the County of Santa Barbara. Under the terms of the MOU, the City's contribution is $9.089 annually. The cost was budgeted for and paid for FY 2020-21, and an amount has been included in the FY 21-22 Budget sufficient to cover the cost of the agreement.

LEGAL AND RISK MANAGEMENT

The City Attorney's Office reviewed the MOU when initially proposed. The terms and form of the proposed Agreement are unchanged.

OPTIONS

1. Approve and authorize the City Manager, on behalf of the City, to enter into the MOU (staff recommendation)
2. Direct staff to initiate discussion with the other parties about changes to the proposed MOU.
3. Decline to approve the MOU.

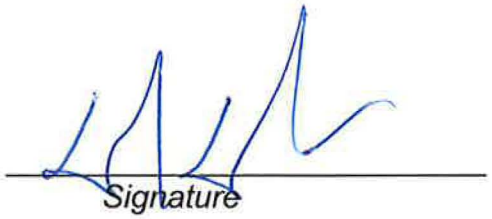
PRINCIPAL PARTIES EXPECTED TO BE IN ATTENDANCE

Saul Serrano, CommUnify, representing the South Coast Youth Safety Partnership

ATTACHMENTS

A. Memorandum of Understanding
B. South Coast Youth Safety Partnership presentation slide deck

Staff contact: Dave Durflinger, City Manager
(805 755-4400, daved@ci.carpinteria.ca.us)



ATTACHMENT A

SOUTH COAST YOUTH SAFETY PARTNERSHIP
SPONSORS AND HOST AGENCY MEMORANDUM OF UNDERSTANDING

July 1, 2020 – June 30, 2022

This Memorandum of Understanding, ("MOU") is entered into by and between Community Action Commission of Santa Barbara County doing business as CommUnify (hereinafter CommUnify-Host Agency) and the County of Santa Barbara, City of Santa Barbara, City of Goleta, and City of Carpinteria (hereinafter Sponsors). The term of this MOU shall be from July 1, 2020, through June 30, 2022.

Under the terms of this MOU CommUnify-Host Agency and "Sponsors," agree to work cooperatively to further the objectives of the South Coast Youth Safety Partnership, ("SCYSP") The SCYSP includes a Partnership Coordinator, a Policy Team, a Partnership Strategy Team, and a Community Engagement Team. **(Appendix A, B, C)**

CommUnify-HOST AGENCY

CommUnify-Host Agency agrees to:

- Follow the guiding principles and Vision of SCYSP set forth in **Exhibits A and B**, attached hereto;
- Serve as the Fiscal Agent and maintain accounting documents according to standard and acceptable accounting practices and annually report on the sources and uses of funds in compliance with the program budget;
- Hire, employ and provide on-site supervision to the Partnership Coordinator;
- Ensure the Partnership Coordinator fulfills his/her duties and responsibilities as outlined in **Exhibit C**, attached hereto; and
- Provide in-kind financial support as set forth in the program budget. (**Exhibit D**)

SPONSORS

Sponsors agree to:

- Provide funds on a cost share basis as shown in **Exhibit E** subject to the applicable and required budgetary approval process of each sponsor.

- To procure funds, on an annual basis, to secure a five year funding stream, with the City of Santa Barbara serving as the lead agency in this effort.

- Establish an Executive Committee (City and County Administrators) to review the SCTF program and recommend how to achieve its goals and objectives.

NOTICES

Any notice or consent required or permitted under this MOU shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

County of Santa Barbara:	Mona Miyasato, Chief Executive Officer 105 E. Anapamu Street Santa Barbara, CA 93101 Fax # (805) 568-3414
City of Santa Barbara	Paul Casey, City Administrator 735 Anacapa Street, Santa Barbara, CA, 93101, Fax # 805.897.1993
City of Goleta	Michelle Greene, City Manager 130 Cremona Dr. Goleta, CA, 93117 Fax # 805.685.2635
City of Carpinteria	David Durflinger, City Manager 5775 Carpinteria Ave., Carpinteria, CA, 93013, Fax # 805.684.5304
CommUnify-Host Agency	Patricia Keelean, Chief Executive Officer CommUnify a Community Action Agency 5638 Hollister Avenue, Suite 230 Santa Barbara, CA, 93117 Fax # (805) 683-8959

NOTICE OF TERMINATION

Any party may withdraw from participation in the agreement by submitting a notice of termination, with or without cause, upon ninety (90) days prior written notice to the other parties involved. Any notice of termination shall specify the effective date of such termination. Sponsors shall have no obligation to make funding available with regard to the remainder of the term.

INDEPENDENT CONTRACTOR

CommUnify-Host Agency, its employees, and agents are independent contractors and not employees of any of the Sponsors for any purpose whatsoever. Sponsors do not have an employer-employee relationship and in that regard exercise no control whatsoever of the manner and means by which the CommUnify as the Host Agency, its employees to include the Partnership Coordinator, and agents accomplish their work.

ASSIGNMENT

None of the parties may transfer or assign this MOU without the written consent of the other parties.

NONDISCRIMINATION

CommUnify-Host Agency agrees that Sponsors Unlawful Discrimination Ordinances and Codes (Article XIII of Chapter 2 of the Santa Barbara County Code;
Santa Barbara Municipal Code § 9.126.020) applies to this MOU and are incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CommUnify Host Agency agrees to comply with said ordinances and codes.

NONAPPROPRIATION OF FUNDS

Notwithstanding any other provision of this MOU, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state, city or county governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this MOU, then Sponsors will notify CommUnify-Host Agency of such occurrence and Sponsors may terminate or suspend this MOU in whole or in part, with or without a prior notice period. Subsequent to termination of this MOU under this provision, Sponsors shall have no obligation to make funding available with regard to the remainder of the term.

AMENDMENT

This MOU contains the entire agreement of the parties. No additional term or modification may be effected except as provided in writing, signed by the parties to this MOU.

Host Agency:

_____
Patricia Keelean
Chief Executive Officer
CommUnify a Community Action Agency

Sponsors:

_____
Paul Casey
City Administrator
City of Santa Barbara

_____
Mona Miyasato
Chief Executive Officer
County of Santa Barbara

_____
Michelle Greene
City Manager
City of Goleta

_____
David Durflinger
City Manager
City of Carpinteria

Exhibit A

South Coast Youth Safety Partnership
Guiding Principles

The South Coast Youth Safety Partnership will:

1. Remain as a leader in the south coast which facilitates coordination, blending of resources, and partnerships by agencies that serve youth in at risk situations.
2. Advocate for and value the importance of a collective community effort.
3. Provide opportunities for parents and youth in at risk situations to provide input.
4. Advocate for a full range of client specific services to youth in at risk situations based on individual needs of youth and their families.
5. Advocate for prevention, intervention, and enforcement services for male and female youth in or at risk of becoming involved in gangs.
6. Advocate for comprehensive prevention and intervention services to youth in at risk situations.
7. Advocate for the needs of male and female youth susceptible to victimization.
8. Advocate for evidence-based and promising programs that can be evaluated for program outcomes.
9. Remain committed to finding solutions to problems affecting today's youth.

Exhibit B

South Coast Youth Safety Partnership
Our Vision

- Caseworkers/Outreach Specialists work in every south coast junior high and high school as "front line persons" on gang intervention, suppression and prevention. They work with school counselors on client specific plans. Although Caseworkers/Outreach Specialists have school assignments, they will spend at least 25% of their time after school hours with youth and their family. The Caseworker/Outreach Specialists will connect youth and families with support services and programs directing them away from gangs.

- Services focused on the target population, namely, youth actively involved in gangs, gang affiliates, and youth in at risk of becoming gang members.

- Reduction of youth gang violence and the number of active youth gang members and associates. Objectives will be set and measured to confirm successes or the need to change direction.

- A cooperative partnership of organizations, working as a team, to provide the south coast with prevention, intervention and suppression services in an effort to stamp out youth gangs. Leadership will come from schools, service providers and law enforcement agencies.

- A mechanism for early identification of youth potentially affected by gangs. The schools will take the lead in school based prevention programs.

- Client specific services based on the individual needs of youth and their families. Programs will include a full range of services to assist the youth and his/her family. Independent third parties will conduct program assessments.

- A funding stream to support programs with a track record of success or which satisfy unmet needs. We will build from the work of successful programs that are client driven and created through program coordination and pooling of resources. Independent third parties will conduct program assessments.

Exhibit C

SOUTH COAST YOUTH SAFETY PARTNERSHIP
COORDINATOR

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

DEFINITION
The position, employed by the CommUnify a Community Action Agency (CommUnify-Host Agency), serves as the lead staff to the South Coast Youth Safety Partnership. (Appendix A, B)

SUPERVISION
Supervised by the CommUnify Chief Executive Officer, the Partnership Coordinator implements policy decisions of the Strategy Team, Policy Team, and Community Engagement Team. The Partnership Coordinator may exercise direct supervision over CommUnify-Host Agency's professional staff.

ESSENTIAL FUNCTION STATEMENTS – *Essential duties include, but are not limited to, the following:*

Essential Functions:

1. Responsible for organizing, facilitating, and reporting at Partnership and Strategy Team, and Provider meetings. (4 Partnership Policy Team meetings, 12 Strategy Team meetings, 6 Community Engagement Team meetings)

2. Implement strategies in accordance with the guiding principles of the South Coast Youth Safety Partnership.

3. Participate in the development of a comprehensive plan eradicating the root causes of youth violence and gang affiliation. Develop and implement an evaluation tool which accurately measures the effectiveness of the plan.

4. Work with a wide range of community groups, service providers, youth and families to decrease youth gang involvement.

5. Promote and facilitate the coordination of youth gang prevention, intervention and suppression among sponsors.

6. Identify gaps in services and programs targeting youth gangs.

7. Monitor youth gang programs to ensure program goals and objectives are being met and recommend program adjustments based on client need.

8. Support the development of grants and proposals to secure public and private funds for youth gang prevention, intervention and suppression programs.

9. Assist the SCYSP in procuring and distributing "partnership" and "pilot program" funds to south coast youth gang prevention, intervention and suppression program operators.

10. Develop and disseminate public information promoting the participation of youth gang members in program activities, informing the community on program efforts and needs, and securing necessary program funds, resources, and support.

11. Prepare and present periodic and annual reports to the SCYSP with a focus on planned versus actual performance, program results and measurable action plans with goals and objectives for the coming year.

12. Develop and administer the budget.

13. Prepare and present milestone reports.

14. Perform related duties and responsibilities as required.

QUALIFICATIONS

Knowledge of:

- Operations, services and activities of youth gang programs, neighborhood services, and social programs.
- Principles of budget preparation and control.
- Development of grants and proposals to secure funds.
- Public relations practices and techniques.
- Office procedures and computer use.
- Principles of business letter writing and professional report preparation.
- Pertinent Federal, State, and local laws, codes and regulations.

Ability to:

- Supervise, organize, and review the work of professional and technical CommUnify-Host Agency personnel.
- Select, supervise, train and evaluate CommUnify-Host Agency staff.
- Interpret and explain City and County policies and procedures.
- Identify resources based on community and neighborhood needs.
- Promote youth gang prevention programs.
- Respond to requests and inquiries from the general public.
- Prepare clear and concise reports.

- Communicate clearly and concisely, both verbally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Maintain physical condition necessary for the performance of assigned duties and responsibilities which may include the following:
  - *Walking, standing or sitting for extended periods of time*
  - *Operating a motor vehicle*

South Coast Youth Safety Partnership Budget

	7/1/2020 - 6/30/2021			07/01/21-06/30/22		
	Sponsor Contribution	**CAC In-kind**	**Total**	**Sponsor Contribution**	**CAC In-kind**	**Total**
Revenues:						
City of Santa Barbara	$ 63,736		$ 63,736	$ 63,736		$ 63,736
City of Carpinteria	$ 9,089		$ 9,089	$ 9,089		$ 9,089
City of Goleta	$ 21,963		$ 21,963	$ 21,963		$ 21,963
Unincorporated County South Coast	$ 48,554		$ 48,554	$ 48,554		$ 48,554
Reserve	$ 21,837		$ 21,837	$ 18,937		$ 18,937
In-Kind Contribution by CAC		$ 37,370	$ 37,370		$ 37,370	$ 37,370
Total Revenues	**$ 165,179**	**$ 37,370**	**$ 202,549**	**$ 162,279**	**$ 37,370**	**$ 199,649**
Expenses:						
Salaries:						
Task Force Coordinator	$ 60,246	$ -	$ 60,246	$ 61,450		$ 61,450
Program Director	$ 21,804	$ -	$ 21,804	$ 22,240		$ 22,240
Administrative Office Assist.	$ 5,254	$ -	$ 5,254	$ 5,359		$ 5,359
Executive Office Manager	$ -	$ 2,412	$ 2,412		$ 2,485	$ 2,485
Executive Director	$ -	$ 7,365	$ 7,365		$ 7,512	$ 7,512
Human Resource Director	$ -	$ 2,915	$ 2,915		$ 3,002	$ 3,002
Controller	$ -	$ 4,860	$ 4,860		$ 5,006	$ 5,006
Total Salaries	$ 87,304	$ 17,552	$ 104,856	$ 89,049	$ 18,005	$ 107,054
Fringe Benefits @ 36%	$ 31,429	$ 6,319	$ 37,748	$ 32,058	$ 6,482	$ 39,610
Total Salaries & Benefits	$ 118,733	$ 23,871	$ 142,604	$ 121,107	$ 24,487	$ 146,664
Operating Expenses:						
Local Mileage	$ 1,000	$ 1,000	$ 2,000	$ 3,200	$ 2,500	$ 5,700
Out of Town Travel	$ 1,000	$ -	$ 1,000	$ 2,500		$ 2,500
Space Rent (375 sq.ft. @ $1.49)	$ 2,100	$ 6,733	$ 8,833	$ 2,100	$ 6,115	$ 8,215
Equipment Rental (fax, copier)	$ 750	$ 250	$ 1,000	$ 750	$ 250	$ 1,000
Equipment Office Supplies (supplies, small office equipment etc.)	$ 637	$ -	$ 637	$ 1,000		$ 1,000
Contractual	$ 1,000	$ -	$ 1,000	$ 5,000		$ 5,000
Telephone - Cell	$ 1,250	$ -	$ 1,250	$ 1,250		$ 1,250
Telephone - Land	$ 150	$ 150	$ 300	$ 150	$ 150	$ 300
Liability Insurance	$ 500	$ 200	$ 700	$ 500	$ 200	$ 700
Program Activities	$ 320	$ -	$ 320	$ 320		$ 320
Program Supplies	$ 1,000		$ 1,000	$ 1,350		$ 1,350
Meeting Expenses	$ 500	$ -	$ 500	$ 2,740		$ 2,740
Public Information	$ 1,000	$ -	$ 1,000	$ 2,500		$ 2,500
Training	$ 500	$ -	$ 500	$ 500		$ 500
Recruitment Costs	$ -	$ -	$ -			$ -
Vehicle Oil & Gas	$ 750	$ -	$ 750	$ 750		$ 750
Training & Training Aids	$ 750	$ -	$ 750	$ 750		$ 750
Printing & Postage	$ 275	$ 146	$ 421	$ 275	$ 148	$ 423
Advertising	$ 250	$ -	$ 250	$ 250		$ 250
Unappropriated Reserve			$ -			
Total Operating Expenses	$ 13,732	$ 8,479	$ 22,211	$ 25,885	$ 9,363	$ 35,248
Total Direct Costs	$ 132,465	$ 32,350	$ 164,815	$ 146,992	$ 33,850	$ 180,841
Indirect Cost @ 10.4%	$ 13,776	$ 3,364	$ 17,141	$ 15,287	$ 3,520	$ 18,808
Investment Project						
Total Cost	**$ 146,242**	**$ 35,714**	**$ 181,956**	**$ 162,279**	**$ 37,370**	**$ 199,649**
Reserve Balance	$ 18,937	0	$ 20,593	$ 0	$ (0)	$ 0
Annual Funding Commitment			$ 143,342			$ 143,342
Fund not spend in prior year			$ 21,837			$ 18,937
Annual Expenses			$ 146,242			$ 162,279
Difference			$ 18,937			$ 0

South Coast Youth Safety Partnership
City/County Contribution Formula
Factor: $0.72 per resident

Exhibit E

Updated Basis for Cost Share of the South Coast Youth Safety Partnership

Agency	Population 2020	Regular Proposed Share	Proposed Share FY 20-21 & FY 21-22 (with 5% Budget adjustment due to Pandemic Impact)
City of Santa Barbara	93,511	$67,091	$63,736
City of Carpinteria	13,335	$9,567	$9,089
City of Goleta:	32,223	$23,119	$21,963
Unincorporated County South Coast:	71,236	$51,109	$48,554
TOTALS	210,305	$150,886	$143,342
Cost Per Resident		$0.72	
Annual Share from Local Government		$150,886	
In-kind contribution by CommUnify:		$37,370	$37,370

Population Report
http://dof.ca.gov/Forecasting/Demographics/Estimates/E-1/documents/E-1_2020_InternetVersion.xlsx

*5% adjustment was applied to current budget to help offset fiscal impacts due to pandemic

South Coast Youth Safety Partnership Policy Team Members

Organization	Member	Title
County of Santa Barbara	Mona Miyasato	Chief Executive Officer
County of Santa Barbara	Bill Brown	Sheriff
City of Santa Barbara	Paul Casey	City Administrator
City of Goleta	Michelle Greene	City Manager
City of Carpinteria	Dave Durflinger	City Manager
Gevirtz Graduate School of Education, UCSB	Jill Sharkey	Academic Coordinator
City of Santa Barbara	Barney Melekian	Interim Police Chief
County of Santa Barbara	Tanja Heitman	Chief Probation Officer
Santa Barbara County Education Office	Rene Wheeler	Administrator, Juvenile Court and Community Schools
Santa Barbara Unified School District	Hilda Maldonado	Superintendent
Carpinteria Unified School District	Diana Rigby	Superintendent
Goleta Union School District	Donna Lewis	Superintendent
CADA/Fighting Back	Scott Whiteley	Executive Director
CommUnify	Patricia Keelean	CEO
Faith Community Representative	Gerardo Menchaca	New Beginnings Church
Faith Community Representative	Pat Hardy	Santa Barbara Quakers
County of Santa Barbara	Amy Krueger	Deputy Director, Dept. of Social Services
Santa Barbara City College	Paloma Arnold	Director of EOPS/CARES
Santa Barbara Foundation Roundtable Appointee	Deanna Vallejo	Grants Program Officer Santa Barbara Foundation
County of Santa Barbara	Joyce Dudley	District Attorney
County of Santa Barbara Superior Court	Arthur Garcia	Presiding Juvenile Judge
Santa Barbara County Education Office	Susan Salcido	Superintendent
City of Carpinteria	Al Clark	Councilmember
City of Carpinteria	Gregg Carty	Councilmember
City of Goleta	James Kyriaco	Councilmember
City of Santa Barbara	Cathy Murillo	Mayor
Santa Barbara Board of	Kate Ford	Board Member

Education		
Santa Barbara Foundation Roundtable Appointee	Jon Clark	Exec. Director Bower Foundation
Community/Family Representative	Christina Lopez	Representative
Community/Family Representative	Peggy Ochoa	Representative

South Coast Youth Safety Partnership

Strategy Team

Organization	Members	Title
CommUnify	Pat Keelean	Chief Executive Officer
CommUnify	Seth Miller	Director Family and Youth Services
City of Santa Barbara Parks and Recreation	Jill Zachary	Parks & Recreation Director
City of Santa Barbara Parks and Recreation	Rich Hanna	Assistant Parks & Recreation Director
City of Santa Barbara Police Department	Shawn Hill	Lieutenant Criminal Investigations
Gevirtz Graduate School of Education, UCSB	Jill Sharkey	Academic Coordinator
Goleta Unified School District	Cherylin Lew	Deputy Superintendent
Santa Barbara County Department of Behavioral Wellness	Suzanne Grimmesey	Chief Quality Care and Strategy Officer
Santa Barbara County Department of Behavioral Wellness	Shana Burns	Forensics Services Manager
Santa Barbara County Department of Social Services	Barbara Finch	Children and Adult Network Director
Santa Barbara County Probation Department	Holly Benton	Deputy Probation Chief
Santa Barbara County Sheriff's Department	Erik Raney	Sheriff Adjutant
Santa Barbara Unified School District	Frann Wageneck	Assistant Superintendent
South Coast Youth Safety Partnership	Saul Serrano	Partnership Coordinator

SCYSP COMMUNITY ENGAGEMENT TEAM

Organization	Representatives	Title
Alternatives to Violence Project	JP Herrada	Coordinator/Trainer
Attitude Harmony Achievement (AHA)	Roxy Petty	Executive Director
City of Santa Barbara Parks and Recreation	Ricardo Venegas	Neighborhood & Outreach Services Coordinator
CommUnify	Rafael Alvarado	YOBG Los Compadres Educator
CommUnify	Arisbel Jasso	2-1-1 Santa Barbara County
County of Santa Barbara	Erin Cross	Senior Probation Officer
CADA	Michelle Kerwood	Director Daniel Bryant Center
CADA	Ed Cue	Teen Court
CALM	Gabriela Hanson-Lopez	South County Regional Manager
California Department of Rehabilitation	Javier De Loera	Student Services Coordinator
California State Assembly	Viviana Morales	Field Representative
Carpinteria Children's Project	Angelica Ornelas	Family Liaison
Casa Pacifica	Christina Lombard	SAFTY Program Manager
City of Santa Barbara Police Department	Adrian Gutierrez & Heather Clark	Community Liaison Officers
Community	Isis Castañeda	Parent Educator
Freedom 4 Youth	Billi Jo Starr	Director
Goodwill Industries	Elvin Flores	Youth Employment Specialist
Goleta Union School District	Jessica Ambroz	School Social Worker
Life in Focus Education	Gerardo Menchaca	Director
Isla Vista Youth Projects	Ana Maya	Family Resource Center Director
Just Communities	Rene Garcia-Hernandez	Director of Community Engagement
Santa Barbara Food Bank	Anthony Rodriguez	Operations Specialist
Santa Barbara Response Network	Jina Carvalho	Director
County of Santa Barbara Behavioral Wellness Department	Sara Bazan	Children's Clinic Supervisor

County of Santa Barbara District Attorney's Office	Lourdes Negrete	Victim-Witness Assistance Program
County of Santa Barbara Workforce Investment Board	Julia Smedley	Career Employment Specialist Sr.
Santa Barbara Housing Authority	Charla Bregante & Leticia Zuniga	Resident Programs Coordinators
Santa Barbara Police Activities League	Judith Lugo	Director
Santa Barbara Unified School District	Ali Cortes & Ismael Huerta	Youth Outreach Workers
Santa Barbara Unified School District	Jennifer Balaishis	Coordinator School Climate and Safety
Santa Barbara County Education Office	Erika Terrazas	Development Associate Partners In Education
STESA	Bianca Orozco & Holly Scala	Community Education
What is Love	Christy Stillwell	Founder and Educator
Wilderness Youth Project	Gloria Sanchez-Arreola	Outreach Coordinator
YouthWell	Elise Fields	Program Coordinator
YMCA Youth and Families	Leonor Reyes	Director St. George Youth Center

ATTACHMENT B

SCYSP

South Coast Youth Safety Partnership

City of Carpinteria Council Meeting

June 28, 2021

CommUnify

CITY OF GOLETA

MISSION

The mission of the South Coast Youth Safety Partnership is to expand the mobilization and alignment of community resources to improve the safety and quality of life for our youth, their families, and the community.

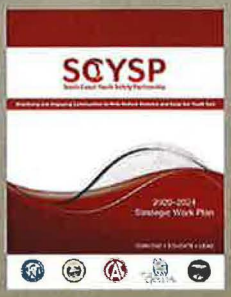
VISION

Safe and caring communities that provide opportunities for all youth to fulfill their educational, employment, and personal potential.

STRATEGIC PLAN

2020 Year in Review

- Strategic Plan effective January 1, 2020
- January 2020 (Carpinteria) – Combined meeting of Policy Team, Strategy Team, and Community Engagement Team
- March 2020 – COVID 19 Pandemic Strategic Plan rollout interrupted
- Community Engagement Team increased coordination due to COVID Response





STRATEGIC GOALS

1. Enhance a Balanced Violence Prevention Effort
2. Establish outcome evaluation methodologies for partner agencies and organizations
3. Develop strategies to improve access to mental services to youth and families
4. Develop strategies to place SCYSP youth and young adults in vocational training programs and jobs
5. Build community engagement through outreach and awareness strategies
6. Mobilize and align SCYSP strategies with other Santa Barbara County initiatives

INDICATORS OF SUCCESS

- Improve School Outcomes
- Increase Opportunities for Youth and Young Adults to Participate in the Community
- Decrease Youth Involvement in Juvenile Justice System
- Reduce Youth Gang Involvement
- Reduce Violent Juvenile Offenses

PARTNERSHIP STRUCTURE

POLICY TEAM	STRATEGY TEAM	COMMUNITY ENGAGEMENT TEAM
Mayors	Community Action Commission	CBO'S
County Supervisors	School District	Law Enforcement
Law Enforcement	Law Enforcement	Probation
District Attorney	Social Services	Schools
Probation	Behavioral Health	Faith Community
School Superintendents	Parks and Recreation	Social Services
Other Policy-Makers	Probation	Behavioral Health
Philanthropy Community	UCSB	



HIGHLIGHTS 2020

- **Sustained and expanded collaborations during Pandemic**
  - Continued support for balanced Prevention, Intervention, Enforcement, and Reentry via virtual platforms (Goal 1)
- **Community Engagement Team**
  - Expansion of partner programs and services
  - Increased meeting frequency, collaboration, and coordination (Goals 1 - 6)
- **Assessment of available programs and resources during Pandemic**
  - Survey inventory of available programs, shared via CET and webpage

HIGHLIGHTS 2020

Continued

- **Coordination with 211 to ensure accuracy in system** (Goal 2)
- **Collaboration at CET with safety net programs** (Goal 1)
  - SB Food Bank, crisis intervention (SAFTY-SBRN), South Coast Family Resource Centers
- **Santa Barbara County of Education Youth Summit** (Goal 3,5,6)
- **CET support for youth voices on racial equity** (Goal 1,5)



SCYSP Statement on Equity

HIGHLIGHTS 2020

Continued

- Santa Barbara County **100 Day to End Youth Homelessness Challenge** partnership (Goal 6)
- Department of Justice Innovations grant application for Lompoc (Goal 6)

  Convening of community advisory group Lompoc
- Ongoing coordination with staff from the Santa Maria Mayor's Task Force on Youth Safety (Goal 6)

COMMUNITY ENGAGEMENT TEAM

Community Engagement Team 2020 – Present

Current Meetings: Biweekly (virtual)

- Prior to March 2020 – Bimonthly meetings



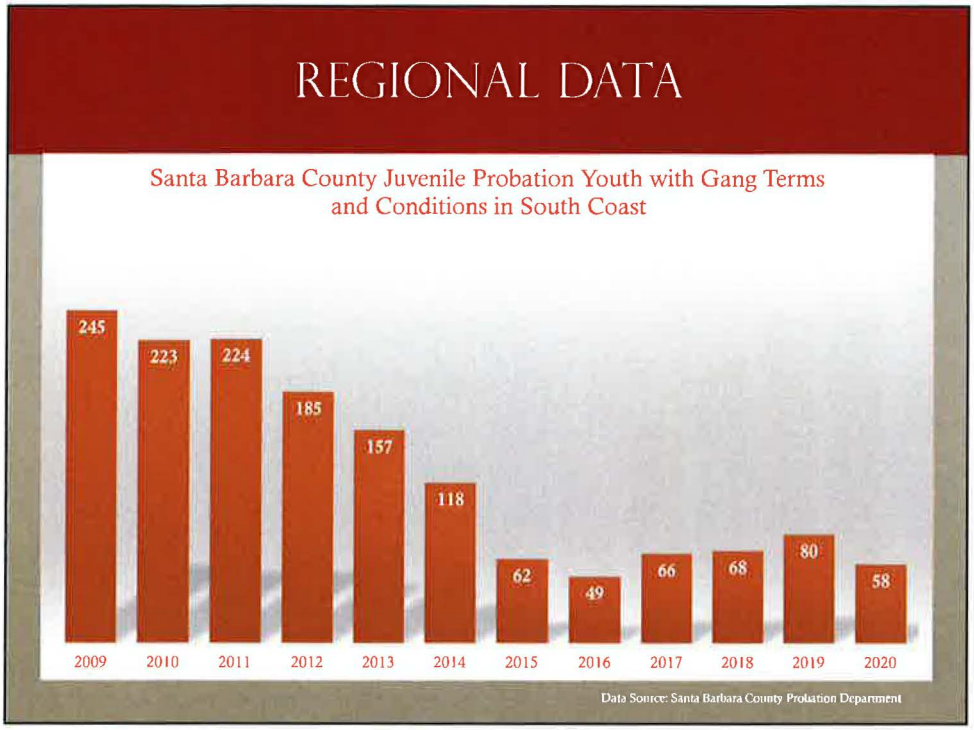
STRATEGY TEAM 2020-2021

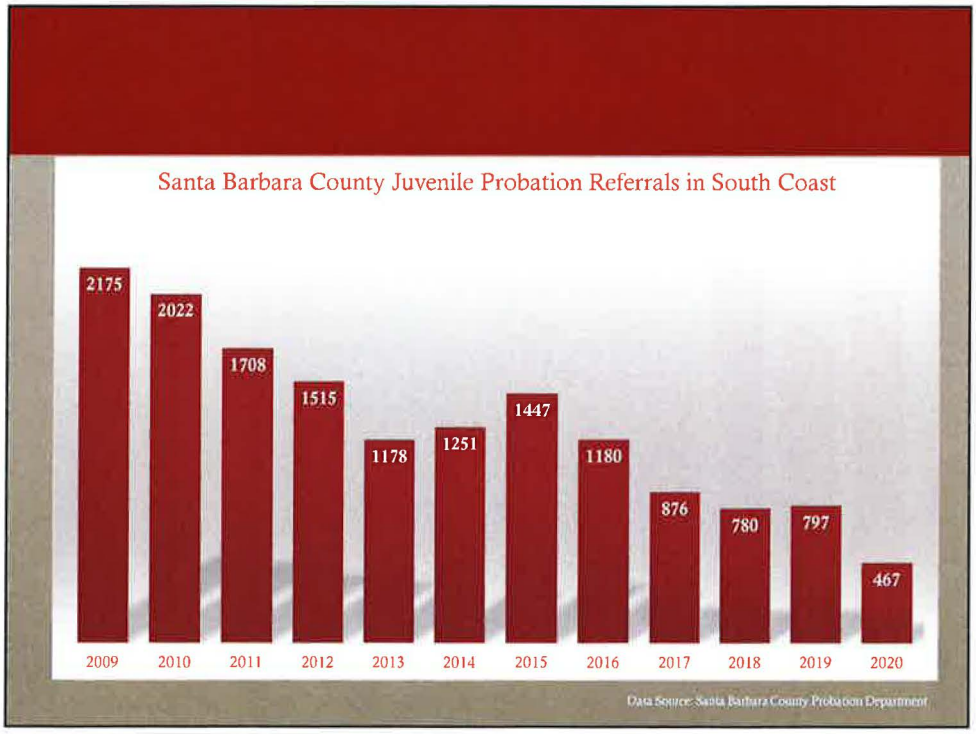
- Continuous review and oversight of Partnership Strategic Plan
- Coordination of information with law enforcement partners
- Coordination of information with education partners
- Added Members 2020/21
  - Lucille Boss – SB County Housing and Community Development Division
  - Shana Burns –SB County Department of Behavioral Wellness
  - Michelle McDonnell – City of SB Parks and Recreation Department
  - Jennifer Balaishis – Santa Barbara Unified School District

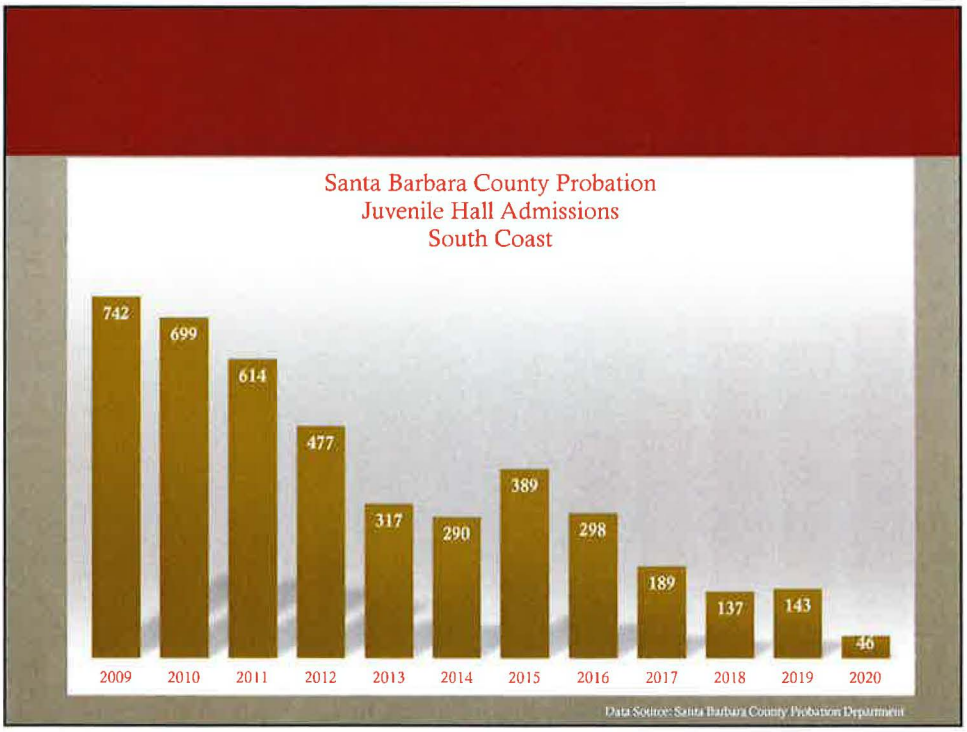
PARTNERSHIPS 2020

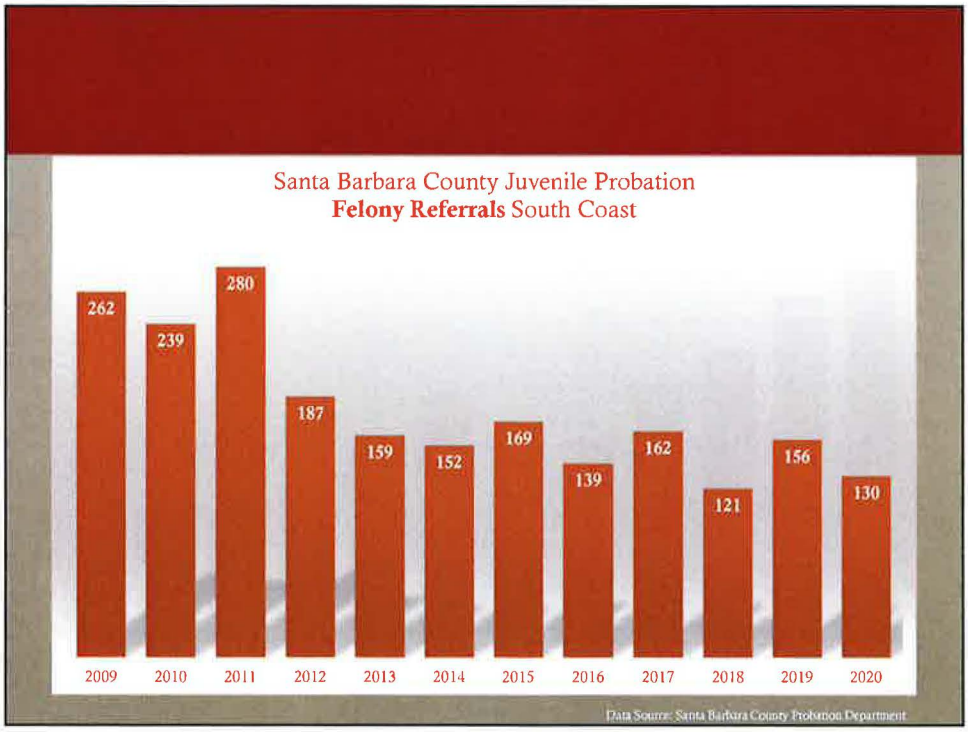
- Santa Barbara County Juvenile Justice Coordinating Council
- Santa Barbara County 100 Day to End Youth Homelessness Challenge
- Santa Barbara County KIDS Network
- Santa Barbara County Department of Behavioral Wellness Regional Partners
- Fighting Back Criminal Justice Task Force
- Goleta Valley Partners – Isla Vista Youth Projects

REGIONAL DATA






Santa Barbara County Probation
Juvenile Hall Admissions
South Coast
742
699
614
477
317
290
389
298
189
137
143
46
2009
2010
2011
2012
2013
2014
2015
2016
2017
2018
2019
2020
Data Source: Santa Barbara County Probation Department


Santa Barbara County Juvenile Probation
Felony Referrals South Coast
262
239
280
187
159
152
169
139
162
121
156
130
2009
2010
2011
2012
2013
2014
2015
2016
2017
2018
2019
2020
Data Source: Santa Barbara County Probation Department

STRATEGIC GOALS 2021

Adopted December 2020

- SCYSP Community Engagement Team meetings critical to on-going and future collaborations
- Shared community events calendar
- Increase community involvement
  - Promote increase of youth and family voices on panels
- CET outreach and support to community programs in Lompoc and Santa Maria
- Increase Partnership Visibility
  - In community, news outlets, social media, and other platforms

SOUTH COAST 2021

Violence January – February 2021

- 1st Shooting Incident – Liberty Street in Santa Barbara Sunday January 3
  - 2 casualties and
  - 2 wounded (all teens)



Photo Source: SB Independent

- 2nd Shooting Incident - Unincorporated County Area Thursday January 7
  - 2 casualties
  - 3 suspects in custody (2 Adult and 1 Teen)

2021 VIOLENCE

March – April 2021

- 3rd Shooting Incident – Eastside Eucalyptus Street Monday March 29
  - 1 adult casualty
  - 2 juveniles and 1 adult arrested



- Arrest Liberty Street Shooting Incident Friday April 8
  - 3 arrested in City of Carpinteria

COMMUNITY RESPONSE

- CET weekly meetings in January 2021
  - Santa Barbara Response Network deployed to support impacted community
  - Santa Barbara Unified School District, SBRN, SB County Behavioral wellness response
  - Compassion Centers at Franklin Elementary (healing)
- 2 CET Special Meetings
  - Members and non members
- Partnership Policy Team Meeting
  - Wednesday January 20



- Partnership Press Release and Response Statement

SPECIAL CET MEETINGS

- **Immediate needs identified in Special CET Meetings**
  - Safety and support for frontline staff
  - Listening to youth and parents
  - Employment, mentorship, vocational, apprenticeship
  - Mental health and wellbeing of community
  - Maximizing education resources
  - Emergency crisis response tree
  - **Revisiting Strategic Plan**

- **Diverse voices:**
  Youth serving programs, SBUSD school district staff, grass root interventionist, parents, and community members.

STRATEGIC GOALS 2021

Prioritized Work in 2021 (CET)

- Safety (Youth, Providers, Frontline Staff) **Goal 1**
  - List Serve of CET and other services (Crisis Response)
- Access to Mental Health Services **Goal 3**
  - Listening to Youth Voices
  - Parent Support
- Workforce Development Pipeline **Goal 4**
  - Create pipeline to higher education, trades, and vocational programs

YOUTH CRISIS RESOURCES

- **Safety and Medical**
  - Emergencies **911**
  - Non Emergency or resource connection **211**
- **Substance Abuse or Youth Mental Health Crisis**
  - SB County SAFTY (888) 334-2777
    - 8:00 am to 8:00 pm
  - SB County ACCESS (888) 868-1649
    - 24 Hours a Day/Adults as well
  - Standing Together to End Sexual Abuse (805) 564-3696
    - 24 hr. Crisis Line (South County)

CONTACT INFORMATION

Saul Serrano

Coordinator, South Coast Youth Safety Partnership
Sserrano@communifysb.org

Office (805) 964-8857 ext. #1152
Cell (805) 331-3137

www.YouthSafetyPartnership.org



City of Carpinteria

COUNCIL AGENDA STAFF REPORT
June 28, 2021

ITEM FOR COUNCIL CONSIDERATION

Authorization for the City Manager to execute a Professional Services Agreement on behalf of the City of Carpinteria with HdL Companies to provide Tax and Fee Administration Services.

STAFF RECOMMENDATION

Action Item _X__ ; Non-Action Item ___

Approve and authorize the City Manager to execute the agreement with HdL Companies for Tax and Fee Administration Services.

Sample Motion: I move to approve an authorize the City Manager to execute the agreement on behalf of the City with HdL Companies for Tax and Fee Administration Services.

(This motion requires a roll call vote)

BACKGROUND

The City of Carpinteria Municipal Code (Title 5, Chapter 5.04- License and Tax Provisions) states that "It is unlawful for any person to transact and carry on any business, trade, profession, calling or occupation in the city without first having procured a license from the city to do so…" The Administrative Services Department collects all business license applications and fees. The Community Development Department reviews In-City licenses and conducts any necessary inspections, consistent with Municipal Code Chapter 5.05, Certificate of Occupancy, to ensure compliance with zoning, building and other public health and safety code requirements. All departments work together to keep up with State and local law changes and ensure active businesses in the City abide by current regulations and statutes.

The City has over 1,200 Business Licensees and receives over $55 thousand annually in revenue from the issuance and renewal of business licenses. The annual license tax varies based on the type of business and number of employees.

The City of Carpinteria Municipal Code (Title 3, Chapter 3.20- Uniform Transient Occupancy Tax Provisions) sets the tax amount and related requirements for reporting and remitting tax payments. The Administrative Services Department receives Transient Occupancy Tax (TOT) payments from operators of hotels/motels (9 in the City) and Vacation Rentals (207 active licenses and 9 in hotel zones). Pursuant the provisions of Municipal Code Chapter 14.47, Vacation Rental Overlay District, the Community Development Department oversees the Vacation Rental License program. All TOT payments are remitted quarterly by operators of hotels/motels and Vacation Rentals at a rate of 12% of the rent amount charged. Revenue from Transient Occupancy Tax payments are estimated at $2.3 million for Fiscal Year 2021/22.

DISCUSSION

The City's 2021 Work Plan includes an Administrative Services Department work program matter to establish an effective enforcement program for Business License and Short-Term Rentals. As a part of this work, staff researched alternatives for Business License and TOT administration. HdL Companies, a 3rd party firm that can administer the full cycle of business license and transient occupancy tax revenue collections for the City of Carpinteria at a competitive cost, while also providing superior value, is being recommended by staff for consideration by the City Council of a professional services agreement.

A number of other cities utilize HdL for these services and are pleased with their work. As a solely based California business, HdL employees are knowledgeable in California tax laws. Additionally, HdL's service team comprised of individuals with extensive experience in business license tax administration and discovery, financial management and economic development. The City also has a long and positive history of using HdL for sales tax administration services.

Business License Tax Administration

HdL's Certified Revenue Managers will have a concentrated focus on customer service and education, and their management program will reduce several inefficient and duplicative processes that are very labor intensive and cumbersome for staff and business license customers. Some of the customer service and processes improvements the City will achieve by utilizing the HdL system are listed below:

- Online application and renewal filing for businesses
- Online instant access to reporting
- Payment lock-box processing
- Extended hours customer service support for businesses
- Customer focused service

In addition, HDL Solutions will oversee all business license and TOT tax compliance services as well. These services are related to revenue and discovery audits to ensure unlicensed businesses are identified and comply with City ordinances. The compliance management consists of the following three services:

Discovery Service – Balancing enforcement with customer service, the Discovery Service will ensure compliance with City regulations by finding unregistered businesses operating brick-and-mortar stores, home based and out-of-city businesses.

Audit Service – The Business Tax Audit program confirms that registered businesses are compliant with local reporting requirements. Audits allow the City to maintain its fiduciary and tax administration responsibilities as well as ensure a level playing field for those businesses that are reporting accurately.

Collections –The Collections Program provides collection services on known delinquencies as well as unknown debt from non-responsive and closed businesses, allowing for removal of accounts cluttering our ERP system. In addition to the increased revenues received, HDL will provide key demographic updates to the registration data referred for collections. The result is increased tax and license revenues as well as a cleaner more reliable registration file.

Staff is continuously evaluating opportunities for process improvements and to make doing business with the City easier. Outsourcing tasks associated with this tax collection function will allow better and more efficient customer service. Business license customers that come into City Hall demand significant staff time and can result in customers experiencing significant delays in getting service, including responses to questions. HdL's online system allows for business license customers to access the business support center for filing, payment and support 24-hours a day.

Transient Occupancy Tax Administration

Through HdL's TOT Administration Program, the City would benefit from streamlined return processing, online reporting, and increased revenues. While the lodging community would experience benefits such as online filing and payment options, dedicated customer service, and consistent monitoring of returns designed to identify errors before penalties and interest accrue.

HDL's TOT administration would consist of the following areas:

- Tax registration database management
- New account processing
- Renewal account processing
- Payment processing
- Customer support center
- Online filing and payment processing
- Compliance monitoring & lodging provider audits
- Annual reports

Business License Tax Ordinance/Fee Study

Staff is also recommending engaging HdL to conduct a Study of the City's Business License Tax regulations and program costs in order to identify necessary/appropriate

regulatory changes and to identify a fee structure as necessary to offset the City's cost for running the program.

Current Tax Registry Analysis - HdL will conduct an analysis of the current business license ordinance and the City's tax registration database. Data will be compiled on the number of businesses, current tax revenues received by City, categories, and other related information in order to provide an accurate baseline for current models and the impact of changes.

Fee Analysis and Comparative Study - Using the data compiled from the registration analysis, as well as data compiled from other sources such as neighboring cities, HdL will prepare a report comparing the City model and best practices to those of neighboring cities. The report will assist and provide the City with guidance as to possible positive changes to its current model. The report will also include filing options, sample tax forms, and other tax administration related data/documents.

Modified Tax Structure Options - As a result of the findings of the comparison report, HdL, in conjunction with City staff will draft a series of possible business tax re-structuring options for City consideration. Options may include the proposing of gross receipt-based taxes, employee-based taxes, flat taxes, or a hybrid of all mentioned options. HdL will draft potential new and detailed structures to be used in the City's new ordinance. HdL will also review and provide sample ordinance language from neighboring cities "model ordinances". The final report will include, among other things, a complete business license tax structure recommendation along with revenue and cost impacts associated with each proposed model.

After careful review, staff recommends contracting with HdL Companies for the City's business license and transient occupancy tax (TOT) administration. By augmenting these services, the Administrative Services Department will be able to provide greater depth in the Department, allowing for backing up staff responsible for Accounts Payable and Payroll.

POLICY CONSISTENCY

The use of consultant services in the manner described above can be found consistent with the City's interest in ensuring fair and equitable application of City taxes, fees and charges, and compliance with state and local regulations.

The proposed consultant services agreement can also be found consistent with the objective of the City's 2021 Work Plan matter concerning the Business License and Short-Term Rental Enforcement Program.

FINANCIAL CONSIDERATIONS

Transitioning the City's current contract with HdL to the full Tax and Fee Administration model would have an annual cost of approximately $40,000 and one-time fee of $10,000

for the code update. This fee amount is based on the estimated number of current active business licenses in Carpinteria, $15.00 per processed account fee amount. There is no "set up" fee for this service. Transient Occupancy Tax Administration fee is based on number of hotels at a rate of $750.00 annually and short-term rentals at $15.00 per processed account fee amount.

Sufficient funds for Professional Services are available in Account No. 101-201-5201 as part of the adopted Fiscal Year 2021/22 budget.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The proposed professional services agreement will utilize a standard City form that has previously been reviewed by the City Attorney's office to ensure the appropriate legal and risk management protections are included. There are no further legal or risk management considerations to execute an agreement with HdL Companies to provide Tax and Fee Administration Services.

ATTACHMENTS

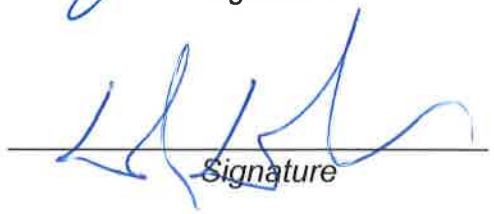
HdLCompanies Proposal

Staff contact: Licette Maldonado
(805) 755-4448, licettem@ci.carpinteria.ca.us



Signature

Reviewed by: Dave Durflinger, City Manager
(805) 755-4400, daved@ci.carpinteria.ca.us


Signature

Hdl Companies Proposal

City of Carpinteria, CA

Tax & Fee Administration Services

June 22, 2021

HdL Companies

SUBMITTED BY
HdL Companies
120 S. State College Blvd., Suite 200
Brea, CA 92821
hdlcompanies.com

CONTACT
George Bonnin
T: 714-879-5000
E: gbonnin@hdlcompanies.com

Dear Licette,

Thank you for the opportunity to present this proposal for HdL's Tax and Fee Administration Services. Please be advised that we maintain a busy implementation schedule throughout the year. Your position in the implementation schedule will be determined when a signed agreement is received.

This proposal is valid until **July 31, 2021.**

Should you have any questions, please contact me at 888.861.0220 or by email at gbonnin@hdlcompanies.com.

Tax and Fee Administration Services

Service	Compensation
Transient Occupancy Tax Administration	$750.00/year/quarterly filer + CPI $800.00/year/monthly filer + CPI
Short Term Rental Administration	$15.00/processed account/period + 35% Discovery/Compliance efforts.
Business License Administration Services	$15.00/processed account + CPI
Business License Tax Discovery	35% of Revenues Collected
Business License Tax Audit	35% of Revenues Collected
Business License Tax Study/TOT	$10,000.00

General Scope of Work

Transient Occupancy Tax Administration Services

HdL's transient occupancy tax administration service goes beyond scheduled cyclical audits, providing compliance monitoring of each return as it is filed while unburdening the City from the day-to-day administration of the TOT revenue program. Continual monitoring of returns is the optimal way to increase compliance while maintaining positive relations with the City's lodging providers. The program is education focused, ensuring that lodging providers are clear on reporting requirements and methodology. HdL's tax administration professionals are available as needed to support both the City's team and the City's lodging providers. The City is kept up to date, with 24x7 online access to HdL's

client portal containing real time access to registration and filing data, and management reporting. HdL's TOT administration service incorporates all of the following:

Tax Registration Database Management – HdL will transfer the City's existing databases as they relate to TOT into HdL's internal administration tools. HdL will maintain the data, software, online filing portal for lodging providers, and online client portal for the City.

Return Processing – HdL will process TOT filings within 5 days of submission. Accounts will receive all applicable forms necessary to complete the renewal process.

New Account Processing – HdL will process any new TOT registrations for Lodging Establishments that change hand or newly offered properties.

Payment Posting / Processing – HdL will process all payments made for new and existing lodging providers. Accounts will be updated with payment information and revenues will be remitted to the City net HdL's fees on no less than a monthly basis.

On-Line Filing & Payment Processing – With input from the City, HdL crafts a customized website and domain for the City's taxpayers to submit online forms, returns, and payments along with other customer support related items.

Compliance Monitoring & Lodging Provider Audits – HdL will ensure accurate filings of TOT returns by consistently monitoring returns and educating lodging providers on filing requirements. HdL will also provide cyclical compliance audits as mutually agreed to by the City and HdL, ensuring all providers are audited at least once every three years.

Reports – HdL's TOT administration service includes a variety of standard reports demonstrating account activity and filing trends. During service implementation HdL will work with the City to identify reporting requirements and frequency/method of delivery and will supplement our standard service with custom reports as needed to meet the City's requirements.

Progress Payments – HdL's TOT administration service is billed monthly based on activity completed during the prior month. If standalone audits are conducted, they are billed only upon completion of the audit.

Customer Support Center – HdL will provide lodging providers with multiple support options for registering, filing returns, making payments and for general inquiries. A toll-free number will be provided to businesses in order to access one of our tax specialists. Lodging providers will also have access to support via e-mail, fax, and the online Business Support Center.

Annual Audit Plan – During implementation, HdL gathers all the historical data available from the City and leverages internal data sources and expertise to provide an analysis of all lodging providers, along with a recommended audit schedule. This allows HdL to work cooperatively with the City to identify the entities that require attention first. HdL works directly with the City to ensure consensus on the audit schedule for the program.

Short Term Rental Administration

The Short-Term Rental (STR) Program provided by HdL takes a unique approach in ensuring compliance and educating lodging providers, including short term rental hosts (STR Hosts), in transient occupancy tax regulations and filing procedures, regulatory permits and licensing, and other City specific goals and objectives. HdL's program involves a modular, customer service centric approach, that reduces City administrative costs and provides the City with assurances of future compliance and reporting practices from the City's short-term rental lodging industry.

HdL's modular approach starts with a detailed analysis of STR listing on a variety of published methods, including Airbnb, Home Away, VRBO, etc. This process creates a full inventory of short-term rentals within the City's proscribed geographic boundary, including the full name of the owner and the physical address of the unit. Each STR is tracked and updated nightly with valuable data that can include items such as number of nights rented, average occupancy rates, room rates, as well as trend and usage reporting.

Following identification, HdL conducts a targeted education and compliance campaign designed to inform STR Hosts of their obligations to file and remit taxes and other requisite licenses and permits as may be needed. Each lodging provider is provided a full overview of the requirements and how to best comply both in the present and the future. During the registration process, HdL offers a variety of support options to the community including online filing, file-by-phone, email, and registration via standard mail. HdL tax and license specialists are available throughout the process to provide support to the STR community and to assist in the registration process.

Once registered, accounts move into a standard administration process. HdL manages the filing of tax returns and other prerequisites on a quarterly or monthly basis, depending on City requirements. This includes mailing of tax returns, processing of payments, customer support, delinquency follow up, and the development and management of an online portal for registration, filing, payments, and other support related needs.

STR Identification & Monitoring

HdL compiles a list of all actively posted short term rentals available from a wide array of sources. Lists are compiled and aggregated to accommodate duplicate listings from various sites. During the identification and monitoring process, HdL will:

- Scan over 20 different rental sites, including global aggregators like HomeAway/VRBO Airbnb, Turnkey.com, and Booking.com, national aggregators like Vaasa and Turnkey and small, local property management firms.
- Match Listings to specific parcels using GIS and property tax assessor data.
- Create comparison reports to determine which properties may already be compliant or registered and paying taxes.
- Provide visual map of all listings within the City.

- Record listing details such as start date, various sites linked to, other information. necessary for documenting evidence of STR activity; and

- Continually monitor activity to identify and record new listings and closures to ensure accurate real-time identification and monitoring.

Education, Registration, and Compliance

Using the list of active STR listings, HdL conducts a series of City approved education-based programs ranging from mailers to direct phone contacts. Each packet contains all the information necessary to obtain registration and comply with local requirements. HdL assists STR hosts throughout the program with information and support with all aspects of becoming compliant. During this program, HdL will:

- Validate listing to ensure proper identification and filter out records that may lead to erroneous contacts.

- Notify non-compliant entities with a series of education-based packets designed to garner compliance.
- Provide a support center for assistance with general questions, support, and assistance with filing and paying returns.

- Provide online portal with links to FAQs, education packets, and support for registering, filing returns, and making payments online.

- Follow up with non-compliant accounts to obtain registration.

- Work with City to identify additional requirements and ensure collection of data necessary to enforcement procedures.

- Establish optional implementation items such as amnesty programs, back tax and penalty provisions, and other pre-registration programs.

Business License Tax Administration (Includes Revenue Discovery/Audits)

HdL will transfer the City's existing databases as they relate to business license tax into HdL's internal administration tools. HdL will maintain the data and provide access to or copies of data or reports at the City's request. While access to online systems will be available for the City to use at their discretion, the City will not be required to use or maintain any software in house for managing the business license registry.

Renewal Processing – Send active business license accounts a renewal notice within 45 days of the renewal period ending. Accounts will receive all applicable forms necessary to complete the renewal process.

New Account Processing – HdL will process any new business license applications and complete the new account registration process in a timely fashion. HdL will also facilitate intra-city departmental approvals such as zoning, code compliance, fire inspection, and other regulatory related functions.

Delinquent Account Processing – HdL will endeavor to collect delinquent accounts through a series of City approved processing methods. This will include at minimum two follow up delinquent notice and up to two telephone calls. Delinquent accounts will be collected with full penalties as allowed by the Municipal code or through current City practices. Accounts that remain delinquent will be processed through the City approved processes established in HdL's collections component of the Compliance Management Program.

On-Line Filing & Payment Processing – HdL registers a City approved domain name which will serve as the starting point for all web-based activities. This City specific site is designed to look and feel like the City's own web pages and ensures a level of continuity between the business community, the City, and HdL.

With *HdL Flex File,* businesses can choose to file their new business registration as well as renew their license and make payments via our on-line filing portal. In addition to filing and paying for taxes, businesses can obtain copies of applications, general support and FAQs, schedule appointments and request copies of their tax registration all with the click of a button. Our on-line services underscore HdL's commitment to excellence in customer service and education by continually improving the registration and payment experience for the business community.

Payment Posting/Processing – HdL will process all payments received in an expedited manner. License accounts will be updated daily with payment information and revenues to be disbursed to the City net applicable fees at an interval to be agreed to during the project planning phase. Disbursements typically occur monthly but can be remitted as often as weekly depending on volumes and City needs. HdL's payment acceptance process accepts the following payment types:

- ✓ Check / Money Order /Cashier's Check
- ✓ E-Check
- ✓ Debit Cards
- ✓ Credit Cards (Visa, Mastercard, Discover, & American Express)
- ✓ Check by Phone.

HdL currently utilizes multiple payment gateway providers for on-line payment acceptance. HdL will work with the City to determine which provider, rate structures, and card types meet the City's needs. HdL can also utilize the same provider and process used by the City's current on-line functionality.

Business Support Center – HdL will provide businesses with multiple support options for registering, renewing, making payments and for general inquiries. A toll-free number will be provided to businesses in order to access one of our license specialists Monday-Friday 8:00am to 5:00pm Pacific. Businesses will also have access to support via, e-mail, fax, and via the Business Support Center On-Line. HdL constantly monitors

quality control points to ensure courteous customer service, minimal hold times under 2 minutes, and the return of voice messages the same business day.

Business License Tax - Revenue Discovery

Enriched Data Portfolio / Lead Identification – Utilizing data provided by the City, as well as the HdL Enriched Data Portfolio (EDP), HdL's team builds an enhanced listing of entities subjected to licensure or taxation including, but not limited to, those businesses physically located in the City, itinerant businesses, and entities participating in the sharing economy such as short-term rentals (STRs), drive sharing services and others. These entities are electronically matched to the existing files of the City using advanced data matching algorithms, allowing HdL staff to identify which entities are compliant and which entities require follow up.

Field Surveys – Experienced field crews, equipped with the most advanced tools available (mobile mapping/GPS systems, tablet computers pre-loaded with various City and state-wide databases, etc.) may canvass commercial areas of the City to develop and enhance the leads identified in the EDP. Field Surveys provide additional inventories of active businesses as well as to provide on-site verifications of data culled from other sources.

Exception Resolution – Records are reviewed by our skilled team members, filtering out records that may lead to erroneous contacts. This extra step allows staff to find additional revenues not otherwise identifiable through electronic means and assists in reducing potential complaints levied at City staff and management from pursuit of false positives.

Compliance Communication and Outreach – Upon exception resolution, HdL staff initiates contact with the identified entities through a series of City approved communication methods. HdL makes every effort to simplify the process for taxpayers and utilizes a variety of mediums for communication including mail, telephone, email, and web-site access. Potential non-compliant entities are notified of their options to comply or dispute their non-compliant status. Initial notification packets include everything a business needs to become compliant and multiple methods of resolving their accounts.

Business Support Center – HdL operates a business support and service center where the business community can access expert staff during normal business hours. Businesses calling our toll-free line can expect minimal hold times along with access to a variety of options which include filing support, payment options, resolution of specific tax issues and other services designed to reduce the burden of registering and filing taxes. Our team of experts, including our resident Certified Revenue Officers (CRO), implements a business friendly and education centric approach to supporting the business community in all aspects of the management and compliance process.

Business Support Center ~Online – Businesses are encouraged to take advantage of the range of services available on-line, 24 hours a day, seven days a week. With *HdL Flex File,* businesses can choose to file their new business registration as well as make payments via our on-line filing portal. In addition to filing and paying for taxes, businesses can obtain copies of applications, general support and FAQs, schedule

appointments and request copies of their tax registration all with the click of a button. Our on-line services underscore HdL's commitment to excellence in customer service and education by continually improving the registration and payment experience for the business community.

Document Submission / Processing – Whether the taxpayer chooses to respond by mail, email or our online filing website, each application submission is reviewed for completion and accuracy prior to processing. Any additional documentation needed to complete the approval of a submission, such as a home occupation permit, can also be requested or forwarded to other City departments either as a pre-requisite or as a courtesy to the business. All submissions are filed and stored electronically and made available to the City via standard reporting processes or upon request.

Invoicing – Once an application is approved, invoices are forwarded to the taxpayer indicating detailed tax calculations and balances owed. Taxpayers are provided the opportunity to pay their balances via mail, online, or over the phone services. Taxpayers will also have continued access to our Business Support Center for any questions or disputes arising from the invoice process.

Registry Update – Upon collection of all requirements which may include the payment, application and/or other documentation, HdL will prepare a Registry Update package to include payment as well as copies of all taxpayer correspondence and other relevant information. Data in the City registry file stored in the HdL Prime Software Suite is updated daily with packages from the Compliance Management Services. Once completed, the business will be processed through the standard processes approved through the HdL Operations Management Component.

Business License Tax – Audits

Analysis & Selection – Audit candidates are selected using a variety of selection methodologies developed by our audit team using decades of business license tax audit experience. Preliminary analysis reports on each business selected are shared with the City prior to moving through the audit phases.

Audit Notification & Scheduling – Businesses selected by HdL and approved by the City are sent a letter notifying them of a scheduled Compliance Analysis Audit. Every effort is made to promote a positive experience for the taxpayer. A detailed description of the requirements and relevant documentation required for the audit is provided to the business 2 weeks in advance of the proposed audit date. If the business is unable meet the audit date selected by the City all efforts to reschedule the audit to a more accommodating date will be made. Businesses are also afforded the opportunity to schedule flexible appointment times by contacting the Business Support Center or visiting our online support center.

Compliance Analysis & Audit – The HdL audit team will audit the financial records of the business to determine compliance with business tax regulations. HdL validates taxing variables such as gross receipts and other relevant information for determining compliance. In addition to identifying underreporting issues, the HdL Audit Program will also focus on other compliance related issues such as assuring correct

classifications, multiple location allocation, apportionment issues, and identifying business to business relationships that may create tax liability for 3rd parties.

Audit & Compliance Report – Upon completion of the audit and analysis, and prior to additional actions, a compliance report will be generated and reviewed with the City. The report will indicate specific results of the review and recommended future actions. Documentation that substantiates the findings in the report will be included with the report to assist the City and HdL in determining next step of the process.

Deficiency and Commendation Notification – Upon final review of the audit and analysis report businesses that are found to have deficiencies will be notified of the findings as well as the payment and appeal processes. HdL will also work with businesses found to be deficient to explain the current findings and educate taxpayers on proper future filing procedures so as to prevent future errors and deficiencies. Businesses found to be in compliance, will be sent a commendation letter thanking them for their compliance.

Invoicing & Collections – Business found to be underreporting are invoiced through the standard City approved collections process. Balances are collected and remitted along with supporting documentation to the City through the approved remittance processes.

Business License Tax Ordinance/Fee Study

Current Tax Registry Analysis - HdL will conduct an analysis of the current business license ordinance and the City's tax registration database. Data will be compiled on the number of businesses, current tax revenues received by City, categories, and other related information in order to provide an accurate baseline for current models and the impact of changes.

Fee Analysis and Comparative Study - Using the data compiled from the registration analysis, as well as data compiled from other sources such as neighboring cities, HdL will prepare a report comparing the City model and best practices to those of neighboring cities. The report will assist and provide the City with guidance as to possible positive changes to its current model. The report will also include filing options, sample tax forms, and other tax administration related data/documents.

Modified Tax Structure Options - As a result of the findings of the comparison report, HdL, in conjunction with City staff will draft a series of possible business tax re-structuring options for City consideration. Options may include the proposing of gross receipt-based taxes, employee-based taxes, flat taxes, or a hybrid of all mentioned options. HdL will draft potential new and detailed structures to be used in the City's new ordinance. HdL will also review and provide sample ordinance language from neighboring cities "model ordinances". The final report will include, among other things, a complete business license tax structure recommendation along with revenue and cost impacts associated with each proposed model.

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
June 28, 2021

ITEM FOR COUNCIL CONSIDERATION

A Construction Contract for the 2021 Pavement Rehabilitation Project (City Project No. 15120) to Toro Enterprises, Inc., and Agreements for related Construction Management and Inspection, and Testing Services.

STAFF RECOMMENDATION

Action Item _X_; Non-Action Item ___

1. Award a Construction Contract for the 2021 Pavement Rehabilitation Project (City Project No. 15120) to Toro Enterprises, Inc., in the Total Base Bid amount of $1,408,598.50.
2. Authorize the City Manager to execute an Agreement with Davis CME to provide construction management and inspection services for the 2021 Pavement Rehabilitation Project in an amount not-to-exceed $145,310.
3. Authorize the City Manager to expend $60,000 to procure Acceptance/Materials Testing Services.

Sample Motion: I move to:

1. Award a Construction Contract for the 2021 Pavement Rehabilitation Project to Toro Enterprises, Inc., in the Total Base Bid amount of $1,408,598.50.
2. Authorize the City Manager to execute and Agreement with Davis CME to provide construction management and inspection services in an amount not-to-exceed $145,310.
3. Authorize the City Manager to expend $60,000 to procure Acceptance/Materials Testing Services.

(This motion requires a roll call vote)

BACKGROUND

On March 23, 2020, the City Council approved the following street selection list for the 2021 Pavement Rehabilitation Project:

Street Name	Begin Limit	End Limit
Fourth Street	Holly Avenue	End of Holly Avenue
Third Street	Linden Avenue	Ash Avenue
Calle Ocho	Concha Loma Drive	South end of Calle Ocho
Calle Ocho	Concha Loma Drive	North end of Calle Ocho
Elm Lane	Sawyer Avenue	Carpinteria Avenue
Eighth Street	Palm Avenue	Walnut Avenue
Holly Avenue	Seventh Street	Fifth Street

A map of the street locations is included with this staff report as Attachment A. The general scope of work includes pavement rehabilitation, pedestrian facility upgrades, and drainage improvements. The project will use the full depth reclamation method (the same method used for last year's 2020 Pavement Rehabilitation Project). Street pavement rehabilitation results, effectively, in a new street with a service life of at least 20 years. This is also a sustainable pavement rehabilitation method that incorporates technologies and material recycling techniques by which lower greenhouse gas emissions in the reduction of trucks and reduce the cost of pavement maintenance.

On July 13, 2020, the City Council authorized the City Manager to execute an Agreement with Encompass Consultant Group to provide consulting design services for the 2021 Pavement Rehabilitation Project. On February 24, 2021, staff conducted a public workshop for those properties that front the streets for education purposes about the proposed sustainable pavement rehabilitation method as well as certain curb ramp and drainage improvements.

The purpose of this agenda matter is to allow the City Council to both award a construction contract to Toro Enterprises, Inc., and authorize the City Manager to execute Agreements for construction management and inspection, and testing services.

DISCUSSION

On June 15, 2021, three bids were received from the following bidders:

Company Name	Total Base Bid
Toro Enterprises, Inc.	$1,408,598.50
Lash Construction Inc.	$1,590,000.00
C.A. Rasmussen, Inc.	$1,693,920.00

The award of the construction contract is based on the lowest total base bid. Staff has determined the lowest total base bid that is responsive to the bidding requirements was submitted by Toro Enterprises, Inc. See Attachment B for copy of bid. Staff also determined Toro Enterprises, Inc. to be a responsible bidder based on reference checks and past contracts with the City. The Construction Contract is shown as Attachment C. The Contract Time to complete the project is 140 working days from the date of the City's Notice to Proceed.

The Agreement with Davis CME is for construction management and inspection services. The details of the scope of work are shown in the proposed Agreement as a part of Attachment D. Staff's Civil Engineer and Engineering Technician positions would typically perform the construction management and inspection of this type of project. However, both staff positions are vacant. As such, consulting services are needed to perform construction management and inspection.

In order for the City to assure and properly accept construction materials being furnished by the construction contractor are in conformance with the project specifications including meeting or exceeding quality standards of the City's Quality Assurance Program, consulting acceptance/materials testing services are anticipated to be used. Acceptance/Materials testing services would include laboratory and/or field testing of asphalt concrete, soils/subgrade, aggregate base, and portland cement concrete materials.

POLICY CONSISTENCY

The recommendation is consistent with the 2021 Annual Work Plan and the many goals, objectives, and policies in the Circulation Element of the General Plan and Local Coastal Plan including establishing and maintaining a roadway system capable of providing for the safe and efficient movement of goods and people through the community.

FINANCIAL CONSIDERATIONS

The Proposed Fiscal Year 2021/22 Budget for the construction of the Pavement Rehabilitation Project includes funding from the following City funds:

Revenue	
Measure A Fund	$200,000.00
Measure X Fund	$1,943,955.00
RMRA Fund	$428,045.00
Street DIF	$180,000.00
Total	$2,752,000.00

Expense	
Construction Contract (Total Base Bid)	$1,408,598.50
Construction Contract Contingency (10%)	$140,860.00
Construction Management and Inspection	$145,310.00
Acceptance/Materials Testing	$60,000.00
Total	$1,754,768.50

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The recommendation is consistent with the formal bidding procedures of the Uniform Construction Cost Accounting Act (Public Contract Code Section 22030 et al.).

OPTIONS

1. Award a Construction Contract for the 2021 Pavement Rehabilitation Project to Toro Enterprises, Inc., in the Total Base Bid amount of $1,408,598.50 and authorize the City Manager to execute and Agreement with Davis CME to provide construction management and inspection services for the 2021 Pavement Rehabilitation Project in an amount not-to-exceed $145,310.
2. The City Council could choose to not approve the recommendation and direct staff as determined appropriate. However, the project would be delayed.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

ATTACHMENTS

Attachment A	Location Map
Attachment B	Bid
Attachment C	Construction Contract for Toro Enterprises, Inc.
Attachment D	Proposal by Davis CME

Staff contact:
Brian C. Barrett, Interim City Clerk
brianb@ci.carpinteria.ca.us; (805) 755-4446

Signature

Reviewed by:
John L. Ilasin, Public Works Director
JohnI@ci.carpinteria.ca.us; (805) 880-3402

Signature

Reviewed by:
Dave Durflinger, City Manager
daved@ci.carpinteria.ca.us; (805) 755-4400

Signature

ATTACHMENT A

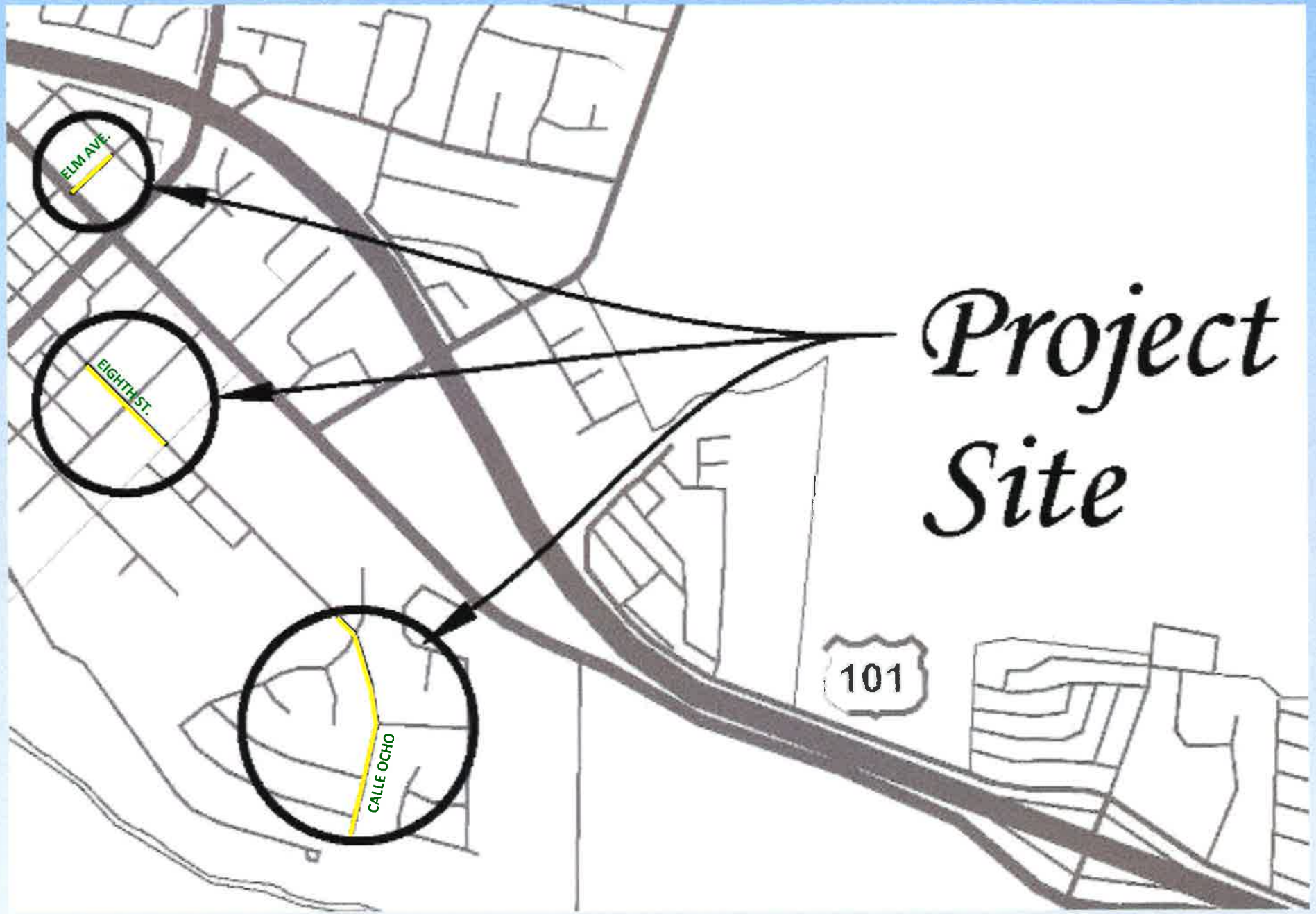
Location Map

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LOCATION MAP


FOURTH ST.
HOLLY AVE.
DORRANCE WAY
THIRD ST.
Project Site
PACIFIC OCEAN
N
W
E
S


ELM AVE.
EIGHTH ST.
CALLE OCHO
Project Site
101

ATTACHMENT B

Bid

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2021 Pavement Rehabilitation Project

Addendum No. 1

JUNE 10, 2021

This constitutes Addendum No. 1 to the Bid Documents that were issued on May 18, 2021 by the City of Carpinteria for the 2021 Pavement Rehabilitation Project ("Project"). The Bidder shall acknowledge the receipt of this addendum on the Bid Forms where indicated. Failure to acknowledge receipt may be grounds for rejection of a Bidder's Bid.

This addendum shall be considered part of the Bid Documents for the Project as though it had been issued at the same time and shall be incorporated into the Bid Documents. In the event that the provisions of this addendum conflict with the original Bid Documents, this addendum shall control and take precedence. Bidders are notified that they shall make any necessary adjustments in their bid as a result of this addendum. It will be construed that each Bidder's Bid is submitted with full knowledge of all modifications and supplemental data specified in this addendum.

This addendum includes the following changes:

PLANS:

Item No. 1

Part and Sheet No.	Improvement Plan – Elm Ave; Sheet 10 (Dated 06/09/2021)
Location and Description of Change	
REMOVE sheet in its entirety. REPLACE with attached sheet.	

Approved by _____
John L. Ilasin, P.E.
Public Works Director/City Engineer

--END--

SECTION A3 - BID DOCUMENTS

CITY OF CARPINTERIA
CALIFORNIA

PROJECT: 2021 Pavement Rehabilitation Project

IMPORTANT NOTICE

BID DOCUMENTS:

All bids must be accompanied by the following completed forms:

a. Contractor's Bid ✓

b. Bid Certificates ✓

c. Bidding Schedule ✓

d. Bid Bond or other acceptable guaranty ✓

e. Bidder's Statement Regarding Insurance Coverage ✓

f. List of Subcontractors ✓

g. Bidder's License and Experience Statement ✓

h. Noncollusion Affidavit ✓

Failure to complete, sign where required, and return the above bid documents with the bid may render it non-responsive.

CONTRACTOR'S BID

PROJECT: 2021 Pavement Rehabilitation Project

JUNE 11TH ,2021

The undersigned, as Bidder, declares that it has examined all of the Contract Documents contained in the above referenced Project and Bid, and that it shall contract with the City on the form of contract provided therewith to do everything necessary for the fulfillment of this contract at the price and on the terms and conditions therein contained.

The following are included and are to be considered as forming a part of this bid: (1) Bidding Schedule, (2) Bid Certificate, (3) Bidder's License and Experience Statements, (4) List of Subcontractors, (5) Noncollusion Affidavit, and (6) Bidders Statement Regarding Insurance Coverage. We acknowledge that addenda numbers 1 to 1 have been delivered to us and have been examined as part of the contract documents.

Attached is a Bid Bond duly completed by a guaranty company authorized to carry on business in the State of California in the amount of at least 10% of the total amount of our Bid, or alternatively there is attached a certified or cashier's check payable to the City, in the amount of at least 10% of the total amount of our Bid.

If our Bid is accepted, we agree to sign the contract form and to furnish the performance bond and the material and labor bond (each to be 100% of the bid amount) and the required evidences of insurance within ten (10) calendar days after receiving written notice of the award of contract.

We further agree if our Bid is accepted and a contract for the performance of the work is entered into with the City, to so plan the work and to prosecute it with such diligence that all of the work shall be completed within the time stipulated in Section C (General Provisions Modifications) Modifications to Standard Specifications, Section 6 (paragraph 6-7.1.1).

Bidders Mailing Address:

PO BOX 6285, OXNARD, CA 93031

CALIFORNIA
State of Incorporation/Formation (if entity)

TORO ENTERPRISES, INC.
(Name of Bidder)

Authorized Signature
(If Company is a Corporation, provide corporate resolution per Information for Bidders paragraph A2.05)

SEAN CASTILLO, PRESIDENT
Title

GENERAL ENGINEERING
CONTRACTORS

Certificate of Corporate Authority

I hereby certify that Toro Enterprises, Inc. is a duly organized and existing California corporation, which has the power to take the action called for by the following resolution.

I further certify that Sean Castillo is President, Jerry Hannigan is Secretary and Trent Royle is Vice President of Operations and all have the authority individually to execute bid bonds, bid submittals, contract documents and change orders on behalf of the corporation as stated in the minutes of the Board of Directors' Meeting of Toro Enterprises, Inc. held July 15, 2016.

In witness whereof, I have affixed by hand and seal of said corporation this 15th day of July 2016.

Jerry Hannigan
Secretary

JH/rc

Equal Opportunity Employer
PO BOX 6285, OXNARD, CA 93031
PHONE: (805) 483-4515 FAX: (805) 483-3635

BID CERTIFICATE
(if Corporation)

STATE OF CALIFORNIA)
) SS:
COUNTY OF VENTURA)

I CERTIFY that a meeting of the Board of Directors of TORO ENTERPRISES, INC.,
a corporation existing under the laws of the State of CALIFORNIA, held on JULY 15, 2016,
the following resolution was duly passed and adopted:

"RESOLVED, that SEAN CASTILLO, as President of the Corporation, be and is authorized to execute the Bid dated JUNE 11TH, 2021, to the City of Carpinteria and that its execution of the Bid, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the official seal of the corporation this 11TH, day of JUNE, 2021.

Secretary
JERRY HANNIGAN

(SEAL)

BID CERTIFICATE
(if Partnership)

STATE OF)
) SS:
COUNTY OF)

I CERTIFY that a meeting of the Partners of N/A
_____,
a partnership existing under the laws of the State of N/A, held on N/A, 20___,
the following resolution was duly passed and adopted:

"RESOLVED, that N/A, as
N/A of the Partnership, be and is authorized to
execute the Bid dated N/A, 20___, to the City of Carpinteria and that its execution thereof,
attested by the N/A shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have set my hand this N/A, day of _____, 20___.

N/A
Partner

(SEAL)

BID CERTIFICATE
(if Joint Venture)

STATE OF)
) SS:
COUNTY OF)

I CERTIFY that a meeting of the Principals of the N/A, a joint venture existing under the laws of the State of N/A, held on N/A, 20___, the following resolution was duly passed and adopted:

"RESOLVED, that N/A, as N/A of the Joint Venture, be and is authorized to execute the Bid dated N/A, 20___, to the City of Carpinteria and that its execution thereof, attested by the N/A shall be the official act and deed of this Joint Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have set my hand this N/A, day of _____, 20___.

N/A
Managing Partner

(SEAL)

BIDDING SCHEDULE

PROJECT: 2021 Pavement Rehabilitation Project

The cost of all labor, material and equipment necessary for the completion of the work itemized, even though not shown or specified, shall be included in the unit price for the various items shown herein. The Owner reserves the right to increase or decrease the quantity of any item or omit items as may be necessary, and the same shall in no way affect or make void the contract, except that appropriate additions or deductions from the contract total price will be made at the stipulated unit price.

The Owner reserves the right to reject any and all bids, to waive any informality in a bid, and to make awards in the interest of the Owner.

The Contractor shall perform an independent take off of the plans and bid accordingly. Quantities listed in the Bid Schedule is intended only as a guide for the Contractor as to the anticipated order of magnitude of work. The Contractor will be reimbursed for the quantity of items required by the Contract Documents and shown on the plans to neat line and grade or as actually installed.

The Contractor will not be reimbursed for work performed for its convenience, or as required to adapt to field conditions, or work outside of that required by the Contract Documents.

The cost of all labor, material and equipment necessary for the completion of the work itemized under this schedule, even though not shown or specified, shall be included in the unit price for the various items shown herein.

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
1	Mobilization	LS	1	$178,025	$178,025
2	Traffic Control	LS	1	$118,665	$118,665
3	Stormwater Pollution Control	LS	1	$9,640	$9,640
4	Remove Tree	EA	1	$3,905	$3,905
5	Relocate Street Light	EA	1	$15,285	$15,285
6	Salvage and Reinstall Pavers	LS	1	$37,705	$37,705
7	Processed Miscellaneous Base (6")- AC Conform	TON	120	$89.40	$10,728
8	Asphalt Concrete Pavement (4")	TON	3,870	$98.60	$381,582
9	Full Depth Reclamation with Cement (FDR-C) Base	SY	17,380	$9.95	$172,931
10	Cement (FDR)	TON	200	$210.35	$42,070
11	Minor Concrete- Colored Mountable Curb and Gutter	LF	2,600	$49.50	$128,700
12	Minor Concrete- Curb	LF	40	$120.45	$4,818
13	Minor Concrete- Cross Gutters and Spandrels	SF	4,600	$19.30	$88,780
15	Minor Concrete- Driveway Approach	SF	1,400	$14.75	$20,650
16	Minor Concrete- Curb Ramp	EA	19	$3,790	$72,010
17	Minor Concrete- Sidewalk	SF	390	$11.55	$4,504.50
18	Grating Catch Basin – Alley (Transverse)	EA	2	$9,580	$19,160

19	Curb Opening Catch Basin	EA	2	$ 7,005	$ 14,010
20	6" PVC Storm Drain (SDR 35)	LF	290	$ 61.00	$ 17,690
21	18" RCP Storm Drain (Class III)	LF	28	$ 650	$ 18,200
22	Junction Structure	EA	2	$ 3,600	$ 7,200
23	Cleanout Structure	EA	2	$ 1,400	$ 2,800
24	6" PVC Backwater Valve with Valve Box	LS	1	$ 3,350	$ 3,350
25	Adjust Utility Box, Water Valve Cover, and Utility Manhole Frame and Covers Sets to Grade	LS	1	$ 31,955	$ 31,955
26	Traffic Striping	LS	1	$ 4,235	$ 4,235
				TOTAL BID	$ 1,408,598.50

Total Bid (in words)
one million, four hundred eight thousand, five hundred ninety-eight dollars and fifty cents

The award of bid will be based in part on the lowest Total Bid in the Bidding Schedule. The specific unit prices shall govern if there is a mathematical discrepancy in the figures. The Contractor shall notify the Engineer prior to construction, of any difference between estimated quantities and actual quantities.

The Owner reserves the right to increase or decrease the quantity of any item or omit items as may be deemed necessary due to budget limitations or constraints, and the same shall in no way affect or make void the contract, except that appropriate additions or deductions from the contract total price will be made at the stipulated unit price.

TORO ENTERPRISES, INC.
Company Name of Bidder

Authorized Signature
SEAN CASTILLO

BID BOND (10%)

PROJECT: 2021 Pavement Rehabilitation Project

KNOW ALL BY THESE PRESENTS, that we, the undersigned, TORO ENTERPRISES, INC. as Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA as Surety, are hereby held and firmly bound unto THE CITY OF CARPINTERIA (hereinafter called "Owner") in the penal sum of Ten Percent of Total Amount Bid (10% of Bid Amount) for the payment of which well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns. Signed this 25 day of May, 20 21.

The condition of the above obligation is such that whereas the Principal has submitted to THE CITY OF CARPINTERIA a certain bid made a part of this bond to enter into a contract in writing, for the 2021 Pavement Rehabilitation Project

NOW, THEREFORE,

(a) If said Bid shall be rejected; or in the alternate,

(b) If said Bid shall be accepted and the Principal shall, within the time and in the manner required in the "Notice Inviting Bids" and "Information for Bidders," execute and deliver a contract in the Form of the Agreement bound within the Contract Documents (properly completed in accordance with such Bid), shall furnish a bond for its faithful performance of such contract and for the payment of all persons performing labor or furnishing materials in connection with such contract, shall furnish the required certificates of insurance and endorsements and shall in all other respects perform the agreement created by the acceptance of such Bid;

then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims under this bond shall, in no event, exceed the penal amount of this obligation as stated.

The Surety, for value received, stipulates and agrees that the obligations of such Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and such Surety waives notice of any such extension. In the event suit is brought upon this bond by Owner and Owner prevails, Principal and Surety shall pay all costs incurred by Owner in such suit, including reasonable attorneys' fees and costs to be fixed by the court.

IN WITNESS WHEREOF, the Principal and the Surety have set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed and these presents to be signed by their proper officers, the day and year first set forth above.

TORO ENTERPRISES, INC.
Principal

By: Sean Castillo, President

SEAL

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Surety

By: Samantha Fazzini, Attorney-In-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE§ 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California,

County of Ventura,

On Jun 11th, 2021 before me, Collin J. Hobson, Notary Public

Date *Here Insert Name and Title of the Officer*

personally appeared Sean Castillo

Name(s) of Signer(s)

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

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

COLLIN J. HOBSON
COMM. #2332785
Notary Public - California
Ventura County
My Comm. Expires Sep. 1, 2024

Signature Collin J. Hobson

Signature of Notary Public

Place Notary Seal Above

---OPTIONAL---

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid bond, city of Carpinteria, 2021 Pavement Rehabilitation Project Date: 05/25/2021

Number of Pages: _1 _ Signer (s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name Sean Castillo

☒ Corporate Officer — Title(s): President

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: Toro Enterprises, Inc.

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On MAY 25 2021 before me, Ethan Spector, Notary Public, personally appeared Samantha Fazzini who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

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

WITNESS my hand and official seal.

ETHAN SPECTOR
Notary Public - California
Los Angeles County
Commission # 2308417
My Comm. Expires Oct 11, 2023

Signature _____
Signature of Notary Public

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Samantha Fazzini, of Los Angeles, California**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February, 2017.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**

Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this MAY 25 2021 day of

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

BIDDER'S STATEMENT REGARDING
INSURANCE COVERAGE

PROJECT: 2021 Pavement Rehabilitation Project

Bidder hereby certifies that it has reviewed the insurance coverage requirements in the Contract Documents. Should it be awarded the contract for the Project, Bidder further certifies that it can meet all the Contract Documents requirements for insurance including insurance coverage of its subcontractors.

TORO ENTERPRISES, INC.
Bidder

By _____

SEAN CASTILLO, PRESIDENT
Title

06/11/21
Dated

LIST OF SUBCONTRACTORS

Section 4101 of the Public Contract Code requires the Bidder to list below the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent (.5%) of the prime contractor's total bid. The Bidder shall also list below the portion of the Work which will be done by each subcontractor under this Contract. The Bidder shall list only one subcontractor for each portion as is defined by the Bidder in its Bid. The Bidder shall perform not less than forty percent (40 %) of the Work with its own forces (i.e., without subcontracting). The forty percent requirement shall be understood to refer to the portion of the Work, the value of which totals not less than forty percent of the Contract Price. Failure to comply with this requirement will render the Bid non-responsive and may cause its rejection.

Work to be Performed	Subcontractor's License Number	Subcontractor's DIR Number	Percent of Total Bid	Subcontractor's Name & Address
Relocation of street light	772245	1000000149	1%	Taft Electric Company 1644 Eastman Ave Ventura, CA 93003
Survey	L 5411	1000001533	3.2%	Case Land Surveying 614 N Echlhoff St Orange, CA 92868
Cement FDR	031682	1000013753	5.8%	Miller Equipment Co. Po Box 2956 Lancaster, CA 93539

Note: Attach additional sheets if required.

BIDDER'S LICENSE AND EXPERIENCE STATEMENT

The Bidder shall furnish the following information. Failure to comply with this requirement will render the bid informal and may cause its rejection. Additional sheets may be attached if necessary. Should the contract be awarded to the Bidder, then the legal address described below shall be used for all communications and notices with the Bidder.

Bidder hereby certifies that it has reviewed the insurance coverage requirements specified in the Contract Documents. Should it be awarded the contract for the work, Bidder further certifies that it can meet all the Contract Documents requirements for insurance including insurance coverage of its subcontractors.

(1) Address: 2101 E VENTURA BLVD
OXNARD, CA 93036

(2) Type of Firm: Individual _____ Partnership _____ Corporation X

(3) Telephone: 805-483-4515

Facsimile: 805-483-2001

(4) Bidder's License:

Primary Class:	A
License No:	710580
Expiration Date:	08/31/21
DIR No:	1000002410

The Bidder is required to hold a valid Class A contractor's license at the time of bid, when the Contract is awarded, and for the duration of the Contract.

Supplemental classifications held, if any: C-31

(5) Names and titles of all members of the firm:

SEAN CASTILLO	PRESIDENT
JERRY HANNIGAN	SECRETARY
TRENT ROYLE	VP OPERATIONS

(6) Number of years a contractor in construction work of this type: 27

(7) Five comparable projects recently constructed by Bidder:
(Bidder shall also include its subcontractor's experience for all types of work covered by its bid. Additional sheets may be used.)

PROJECT NO. 1

Owner Name:	CITY OF VENTURA
Contact Name:	DAVID GIL
Contact Address:	501 POLI ST, VENTURA, CA 93001
Telephone:	805-841-2775
Contract Amount:	$1,067,519
Date Started:	08/2020
Date Completed:	11/2020
Design Engineer:	FLIPPIN ENGINEERING
Contact Name:	ZACH BRYANT
Contact Address:	354 S Fairview Ave D, Goleta, CA 93117

Telephone: 805-886-0206

Construction Manager: CITY OF VENTURA
Contact Name: ALEJANDRO PUGA
Contact Address: 501 POLI ST, VENTURA, CA 93001
Telephone: 805-654-7764

PROJECT NO. 2

Owner Name: CITY OF SANTA PAULA
Contact Name: TAI CHAU
Contact Address: 970 E Ventura St,
Santa Paula, CA 93060

Telephone: 805-933-4201
Contract Amount: $1,194,329
Date Started: 08/2019
Date Completed: 05/2020

Design Engineer: PHEONIX CIVIL ENGINEERING
Contact Name: JON TURNER
Contact Address: 535 E Main St,
Santa Paula, CA 93060

Telephone: 805-658-6800
Construction Manager: CITY OF SANTA PAULA
Contact Name: TAI CHAU
Contact Address: 970 E Ventura St,
Santa Paula, CA 93060

Telephone: 805-933-4201

PROJECT NO. 3

Owner Name: CITY OF GLENDALE
Contact Name: SARKIS OGANESYAN
Contact Address: 633 E BROADWAY
GLENDALE, CA 91206

Telephone: 818-937-8255
Contract Amount: $2,433,077
Date Started: 01/2019
Date Completed: 03/2020

Design Engineer: CITY OF GLENDALE
Contact Name: SAUMIL MODY
Contact Address: 633 E BROADWAY
GLENDALE, CA 91206

Telephone: 818-937-8255

Construction Manager: CITY OF GLENDALE
Contact Name: SAUMIL MODY
Contact Address: 633 E BROADWAY
GLENDALE,CA 91026

Telephone: 818-937-8255

PROJECT NO. 4

Owner Name: CITY OF OXNARD
Contact Name: ALEXANDER NGUYEN
Contact Address: 300 W THIRD ST

	OXNARD, CA 93030
Telephone:	805-385-7430
Contract Amount:	$2,652,665
Date Started:	04/2019
Date Completed:	09/2019
Design Engineer:	CITY OF OXNARD
Contact Name:	JIM NELSON
Contact Address:	300 W THIRD ST
	OXNARD, CA 93030
Telephone:	805-385-8280
Construction Manager:	CITY OF OXNARD
Contact Name:	ALEXANDER NGUYEN
Contact Address:	300 W THIRD ST,
	OXNARD, CA 93030
Telephone:	805-385-8280

PROJECT NO. 5

Owner Name:	CITY OF SANTA CLARITA
Contact Name:	RAMIRO FUENTES
Contact Address:	23920 VALENCIA BLVD
	SANTA CLARITA, CA 91355
Telephone:	661-286-4134
Contract Amount:	$3,347,941
Date Started:	08/2019
Date Completed:	12/2019
Design Engineer:	PAVEMENT ENGINEERING CO
Contact Name:	WILLIAM LONG
Contact Address:	3485 SACRAMENTO DR, SUITE A
	SAN LUIS OBISPO, CA 92401
Telephone:	805-781-2265
Construction Manager:	CITY OF SANTA CLARITA
Contact Name:	RAMIRO FUENTES
Contact Address:	23920 VALENCIA BLVD
	SANTA CLARITA, CA 91355
Telephone:	661-286-4134

(8) List of References

The following information should contain persons or entities familiar with the Bidder's Work. All five references shall be provided and all information listed must be completed:

1. Name of Agency: CITY OF VENTURA
   Agency Address and Telephone: 501 POLI , VENTURA, CA 93001
   805-652-4515
   Contact Person: NEIL KNOPIK
   Type of Construction Project: WATERLINE REPLACEMEN
   Contract Amount: $1,755,697

2. Name of Agency: CITY OF GLENDALE
   Agency Address and Telephone: 633 E BROADWAY GLENDALE, CA 9120
   818-548-3900
   Contact Person: ARMOND SIMONIAN
   Type of Construction Project: WASTEWATER CAPACITY AND STREET IMPROVEMENTS

Contract Amount: $6,947,508

3. Name of Agency: COUNTY OF VENTURA
Agency Address and Telephone 800 S VICTORIA AVE, VENTURA, CA 93009
805-654-2018
Contact Person: ARIEL BRAZA
Type of Construction Project: SREET IMPROVEMENTS
Contract Amount: $860,350

4. Name of Agency: CITY OF DOWNEY
Agency Address and Telephone 1111 BROOKSHIRE AVE, DOWNEY, CA 90241
562-904-7110
Contact Person: DAN MUELLER
Type of Construction Project: WATER SYSTEM IMPROVEMENT
Contract Amount: $1,125,942

5. Name of Agency: CITY OF OXNARD
Agency Address and Telephone 300 W THIRD, OXNARD, CA 93031
805-385-8280
Contact Person: RENEE HATCHER
Type of Construction Project: STREET RESURFACING
Contract Amount: $1,570,499

(9) Date and person who inspected site of the proposed work for your firm:

Name: CRAIG THOMPSON
Date: 06/02/21

(10) The Bidder represents that it has personally examined the site, carefully read the Contract Documents and satisfied itself as to its ability to perform the work for the project, including all attending difficulties.

(11) The Bidder acknowledges by affixing its signature hereto, that it is aware of any and all representations made herein, which are made under the penalty of perjury.

Name of Bidder: TORO ENTERPRISES INC.

Signature of Bidder:

Print Name and Title: SEAN CASTILLO, PRESIDENT

NONCOLLUSION AFFIDAVIT
(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

STATE OF CALIFORNIA)
) SS:
COUNTY OF VENTURA)

SEAN CASTILLO, being first duly sworn, deposes and says that he or she is PRESIDENT of TORO ENTERPRISES, INC., the party making the foregoing bid, that the bid is not made in the interest of, or on the behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid."

Dated: 06/11/21

Bidder: TORO ENTERPRISES, INC.

By: _____
(Signature)

Title: SEAN CASTILLO, PRESIDENT

Subscribed and sworn to before me this 11th day of JUNE, 2021

_____
Notary Public

(SEAL)

NRO1 COLLIN J. HOBSON COMM. #2332785 Notary Public - California Ventura County My Comm. Expires Sep. 1, 2024 NRO1

ATTACHMENT C

Construction Contract for
Toro Enterprises, Inc.

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CONTRACT

PROJECT: 2021 Pavement Rehabilitation Project

AMOUNT OF CONTRACT: $ 1,408,598.50

THIS AGREEMENT, made and entered into this 28th day of June, 20 21, by and between the City of Carpinteria (hereinafter referred to as "Owner") and Toro Enterprises, Inc., hereinafter referred to as "Contractor".

IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS SET FORTH BELOW, THE PARTIES AGREE as follows:

ARTICLE I: GENERAL

Contractor agrees to perform and complete in a workmanlike manner all work required under the Bidding Schedule of Owner's Contract Documents entitled 2021 Pavement Rehabilitation Project and in accordance with its Specifications and Drawings, to furnish at its own expense all labor, materials, equipment, tools, transportation, and services necessary therefor, except such materials, equipment and services as may be stipulated in the Specifications to be furnished by Owner, and to do everything required by the Agreement and the Contract Documents, for the sum of $1,408,598.50.

ARTICLE II: PAYMENT

For furnishing all said labor, materials, equipment, tools, and services, furnishing and removing all plant, temporary structures, tools, and equipment, and doing everything required by this Agreement, the said Specifications, Drawings and other Contract Documents; for all loss and damages arising out of the nature of the work,, or from the action of the elements, or from any unforeseen difficulties which may arise during the prosecution of the work until its acceptance by said Owner, and for all risks of every description connected with the work; for all expenses resulting from the suspension or discontinuance of work, except as are expressly stipulated in the Contract Documents to be borne by Owner and for completing the work in accordance with the requirements of the Contract Documents Owner will pay, and said Contractor shall receive, in full compensation therefor, the above named price.

ARTICLE III: CONSIDERATION

Contractor agrees to perform the work according to the terms of this Agreement for the abovementioned price and owner agrees to pay Contractor at the time, in the manner, and upon the conditions stipulated in the Contract Documents. Owner and Contractor, for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants contained in this Agreement and in the Contract Document.

ARTICLE IV: WAGES

The general prevailing rates of per diem wages and general prevailing rate for holiday and overtime work in the locality in which the work is to be performed have been determined by the Owner. Said general prevailing rates of per diem wages are incorporated and made a part of this Agreement. The Contractor agrees that it, or any subcontractor under it, will pay not less than the foregoing specified prevailing rates of wages to all workmen employed in the execution of the Contract.

Any contractor who is awarded a public works project and intends to use a craft or classification not shown on the general prevailing wage determinations, may be required to pay the wage rate of that craft or classification most closely related to it as shown in the general determinations effective at the time of the call for bids.

ARTICLE V: HOURS AND WORKING CONDITIONS

The Owner is a public entity in the State of California and is subject to the provisions of the Government Code and the Labor Code of the State. It is stipulated and agreed that all provisions of law applicable to public contracts are a part of this contract to the same extent as though set forth this Agreement and will be complied with by the Contractor.

ARTICLE VI: CONTRACT TIMES

The Work shall be completed within 140 working days from the commencement date stated in the Notice to Proceed.

ARTICLE VII: LIQUIDATED DAMAGES

Owner and the Contractor recognize that time is of the essence of this Agreement and that the Owner will suffer financial loss if the Work is not completed within the time specified in Article 2, plus any extensions thereof allowed in accordance with the terms of the Contract Documents. The parties also recognize that the amount of Owner's actual damages in the event of such delays are impractical and infeasible to determine at this time. Accordingly, the Owner and the Contractor agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay the Owner $700 for each day that expires after the time specified in Article 2, plus any extensions, until actual completion of the Work. The payment of liquidated damages pursuant to this Article is for the limited purpose of compensating Owner for the costs and expenses associated with the delay in receiving the benefits and use of the Work and not for other damages that may be incurred by the Owner. The Contractor's responsibility for or payment of liquidated damages shall not in any way preclude the Owner from pursuing any of its other remedies under the Contract Documents or Laws for the Contractor's failure to complete the Work in a timely manner or otherwise satisfy its obligations as required by the Contract Documents.

ARTICLE VIII: ASSIGNMENT

No assignment by a party to this Agreement of any rights under or interests in the Contract Documents will be binding on another party without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

Owner and Contractor each binds itself, its successors, assigns and legal representatives to the other party, its successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

ARTICLE IX: COMPONENTS OF AGREEMENT

The Notice Inviting Bids, Information for Bidders, Contractor's Bid, Bid Certificates, Bidding Schedule (2 sheets), Bid Bond or other acceptable guaranty, Bidder's Statement Regarding Insurance coverage, List of Subcontractors, Bidders License and Experience Statement, Noncollusion Affidavit, Agreement Certificates, Material and Labor bond, Performance Bond, Certificate of Compliance, Worker's Compensation Certificate, Notice of Award, Acknowledgment of Notice of Award, Insurance Endorsements, Sole Proprietor Statement, Escrow Agreement for Security Deposits in Lieu of Retention, Notice to Proceed, Closeout Agreement and Release of Claims, Insurance Specifications for Construction Contracts, Labor Provisions, General Provision Modifications (incorporating Provisions, Standard Specifications for Public Works Construction (latest edition), as modified), Special Provisions, Statutory Provisions, Specifications, Drawings and all Addenda issued by the Owner with respect to the foregoing prior to the opening of bids, are hereby incorporated in and made part of this Agreement.

IN WITNESS WHEREOF, this contract has been executed on the day and year first above written.

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

City Engineer

ATTEST:

Interim City Clerk

BUSINESS TAX COMPLIANCE

Business Tax and Permit Inspector

OWNER
City of Carpinteria, a Municipal Corporation

By _____
Mayor

CONTRACTOR

By _____

Title

ATTACHMENT D

Proposal by Davis CME

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June 17, 2021

John Ilasin, Public Works Director
City of Carpinteria
5775 Carpinteria Ave
Carpinteria, CA 93013

Dear Mr. Ilasin,

Davis CME (Construction/Management/Engineering), is grateful to have the opportunity to propose on Construction Management and Inspection services for the City in support of the Pavement Rehabilitation 2021 Project.

Matt Davis and Davis CME are committed to providing the best attainable quality and highest value to our projects and clients, and the appropriate level of service for the assignment. Following with this Cover Letter is a concise proposal that follows just the information as requested in the RFP dated May 2021, without extensive surplus background, project, or staff experience material. If any other additional information is desired, we would be happy to provide further proposal documentation.

Our experience with municipal public works projects includes Construction Management/Resident Engineering, as well as Field Inspection service, and we are prepared to deliver both full-service CM/PM as well as Field Inspection, Materials/Acceptance Testing, SWPPP Administration and Labor Compliance Administration support to this project. We propose to fulfill the support with Matt Davis, PE, and Jack Heinz, but Davis CME also maintains a roster of additional professional support staff that can be available as alternate or back-up personnel as well. We are also pleased to include Oakridge Geoscience as a subconsultant to our Team, for QA support.

Davis CME staff are all extremely local to the City, and will therefore be able to deliver extremely responsive service, with a focus on the specific needs of the City of Carpinteria, and with the appropriate amount of coverage to this project. We are intimately familiar with the systems necessary to manage the project controls, to maintain the appropriate records, and to coordinate project data continuously with our City public works contacts. Additionally, our staff resources are fully available and ready for this commitment as requested by the City and as proposed herein.

Also included with this Proposal document, is a truncated Resume for Matt Davis, a current Firm Rate Sheet, and an Insurance Certificate with City of Carpinteria named as additional insured.

The approach and magnitude of services described in this proposal is based on our understanding of the City's request, brief review of the plans and specs provided, and on our experience in delivering successful CM/Inspection support to projects of this scale and nature. Still, if the City views any details

in our attached documents differently, we welcome more conversation to develop our understanding further and to reach a mutually agreed upon approach.

We know that we can deliver the best attainable CM/Inspection quality of service and at the most economical rates for the City, and we look forward to demonstrating this to you on the Pedestrian Crossing Safety Improvements Project. If there is any additional information that we can provide on our background, experience, or services, please do not hesitate to ask...and feel free to check out our website for more information on our firm, www.DavisCME.com.

Thank you again for the opportunity to propose our services, and please feel free to contact me anytime directly at 805-450-7949, or via email at matt@dcme.email.

With appreciation,

Matt Davis, PE
Principal Engineer/Construction Manager

DAVIS Construction - Management - Engineering
www.DavisCME.com
1431 Olive Street
Santa Barbara, CA 93101
805-450-7949

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I. EXECUTIVE SUMMARY

Quality, Familiarity, and Service are three key elements that come to mind in consideration of this project assignment and the work product that Davis CME personnel will deliver. We are a small, local, and highly experienced civil engineering, construction management, and inspection firm, with a clear understanding of our client and community nuances. Further, we still maintain a locally-focused perspective and attention to detail of the City objectives that often seems to get lost in the aggressive pursuits of many of our national and regional competitors. Our "marketing team" and the individuals crafting these proposal documents are the very same folks who will be performing the actual construction management and inspection work on your projects, with no loss in continuity between the sales pitch and the actual delivery of quality service!

In this proposal, and in our CM/Inspection services, we will demonstrate that our Team brings the highest level of quality support available, has a deep understanding and familiarity with the work, the City, the community, the designer, and the contractor, and that we are prepared to offer focused full-service support on this assignment.

Our familiarity with this assignment goes well beyond just a passing level of knowledge. We have performed Resident Engineer and Inspection duties on Full-Depth-Reclamation projects for both the City of Goleta and for the City of San Luis Obispo, including being chosen as **APWA Project of the Year for our FDR rehab work in SLO**!

We have an excellent working relationship with the Design Engineer, ECG, having successfully built many projects with them, including in the recent past here in the City of Carpinteria, on the Pedestrian Crossing Safety Improvement Project. In fact, it was through interaction with ECG on the Ped Crossing Project where we became aware of the Pavement Rehab project and the FDR design. Through discussion with ECG, we offered some peer review of the draft design details, and provided constructive feedback on a number of potential issues or constructability items to be considered. (Our review comments and feedback are included for reference in the appendix of this document)

Beyond simple familiarity with the FDR design concepts, our hands-on field-trained staff also have intimate familiarity with the actual construction methods and operations that will be required for this work, and the nuances of how these operations will potentially impact the community, neighborhoods, and residents. For example, on a project of this nature, we are already anticipating many of the inter-acting details and operations that will need to be coordinated with the contractor's proposed work plan. **The coordination of the work plan will have an impact on various related operational areas of concern—such as Traffic Control vs Phasing, Phasing vs Quality Control, Quality Control vs Utility Coordination, and Public Outreach/Notifications based on all of these. Recognition and orchestration of these areas of concern will be vital to facilitating positive outcomes for all the stakeholders.**

Our familiarity with City staff and City systems means that we understand what the goals and objectives of the organization are, and likewise, City staff have an understanding and level of trust in our expertise and work product, operating as a representative agent and an extension of the City organization. Similarly, we have a familiarity and respect for the Carpinteria Community. DCME staff assigned to this project live between Santa Barbara and Ojai, so we have a local

understanding of the community perspectives and personalities, the way the city flows, and how to treat the residents, businesses, and visitors.

Lastly, and as just determined in the bid results this week, we have a familiar working relationship with the apparent low-bid contractor, Toro Enterprises. We have worked successfully with Toro on a variety of projects in the past, and we can say they is a mutual respect for each other's expertise and professionalism. We are optimistic that Toro can bring a quality effort to this project scope, and we are confident that we can work productively and effectively with their staff in representing the expectations of the City and the Engineer.

Our familiarity with the design, the work, the community and stakeholders, etc., will shape the full-service effort that we bring to our roles, to pro-actively manage and facilitate successful outcomes for all, rather than just show up and observe, document, and react to conflicts after the fact. Given the opportunity, we look forward to leveraging our experience and familiarity with this assignment to deliver full-service support of the highest quality available to the City.

This proposal includes a focused and concise explanation of our experience, our proposed services, and the specific content identified in the RFP. Our general approach will be to provide a part-time Construction/Project Management role, as well as a Senior Field Inspection role full-time during active onsite work. This Team combination will leverage the technical and managerial expertise required, plus the necessary experienced on-site oversight, while still addressing realistic and budgetary constraints of the project. The **CM/PM role will be performed by Matt Davis, P.E., and the Inspector role will include Jack Heinz**. Davis CME also maintains a substantial roster of additional veteran back-up support resources, should the need arise. Materials Testing and Quality Acceptance procedures shall be supported by Oakridge Geoscience, who are also intimately familiar with this design, the City, and the work involved. Further tasks, including SWPPP compliance and Labor Compliance Administration, are proposed for support by DCME as well. The comprehensive tasks covered by this support are further detailed and described further in the document, in the Approach/Scope of Services section.

II. Firm Background

After a decade working as a consulting Civil Engineer, Project/Construction Manager, and Inspector, as well as prior construction and public agency experience, Davis CME was formed to provide project management, construction management, inspection, and civil engineering services to local public agencies in our home region. Matt Davis has been delivering these types of services as a consultant to our local agencies since 2010, and has a breadth and depth of hands-on related construction, engineering, and public agency experience dating back to 1995.

The launch of Davis CME creates a great opportunity to offer improved service and attention to our local Agency partners...improvements in quality, flexibility, availability, and economy, with the leanest rates in the industry! As a new local small business we are lean and nimble, unencumbered by weighty overhead expenses or by cumbersome legacy systems and procedures. We are pleased to be able to offer our decades of veteran experience, adapted to just the appropriate level of service to suit your specific projects, and without gouging the budget.

Agencies choosing DCME can feel good about supporting local small business, local families, and without compromising any quality, service, or value.

FIRM NAME: **DCME, Inc.** (Davis/Construction-Management-Engineering), www.DavisCME.com

CONTACT: **Matt Davis**, matt@dcme.email, 805-450-7949

ADDRESS: **1431 Olive Street, Santa Barbara, CA 93101**

Financial Relationships

Davis CME is a fully independent, transparent, and un-encumbered organization. We are currently organized as a sole-proprietorship, with no financial relationships or obligations to any other individual, organizations, or any other entities.

As touched on in the preceding Cover Letter and Executive Summary, and reinforced throughout the document, this concise proposal format will aim to illustrate our experience and proficiency with the subject work, accurate understanding of the support requested by the City, and the details of the scope/approach that qualify our support as the most appropriate level of service for this assignment. Davis CME is able to balance the technical and administrative needs of the project, the specific expectations of the City, and the realistic constraints of the construction project context to provide a high-quality and high-value approach.

III. Staff Experience + Capabilities

Davis CME brings extensive, relevant, and successful experience to this opportunity, and we are confident that the following content will demonstrate this as well—though we are also confident that City is already be familiar with the work of both Mr. Davis and Mr. Heinz from past projects.

Mr. Davis has been offering professional engineering and construction service in the region since 2000, including as a Public Works Project Engineer and Supervisor at the City of Santa Barbara, and as a Project Manager/Estimator on the private-contractor side, not to mention the past decade as an Engineering and Construction Management Principal consultant supporting public works project assignments.

EXPERIENCE = UNDERSTANDING

- ✓ Mr. Davis has over 20 years of applicable engineering and construction experience contributing to the related skill set necessary to be successful on the City's projects.
- ✓ Experience on a variety of similar public works projects, including specific experience working with John Ilasin, equates to an exacting level of understanding that will be critical for supporting the City successfully.
- ✓ Armed with the thorough understanding of the project technical aspects and City staff/systems, Davis CME is extremely well-prepared to fulfill full-service support roles.

Highlighting areas of Mr. Davis's past experience that contribute to his body of knowledge and qualifications, we share the following:

- Educationally, Mr. Davis holds a degree in **Civil Engineering** as well as a minor in **Construction Management** from Cal Poly, SLO, and has been a **licensed Civil Engineer** in California since 2008.
- Mr. Davis worked successfully and advanced swiftly in the **City of Santa Barbara's Public Works Department, Construction Section**, first as a Project Engineer, then as a

Supervisor of the Public Works Inspectors group. The direct experience gained in guiding projects through the City system was invaluable experience that absolutely could not have been learned outside a public agency. This experience as an agency employee enables Mr. Davis to understand and relate to City systems and protocol accurately and effectively.

- Of Mr. Davis's 20+ years in construction and engineering, he has spent over **8 years on the private-contractor** side of projects, responsible for actually building the work as a project engineer, estimator and project manager. Hands-on field experience cannot easily be taught or trained, and is significantly different than lessons learned in school or at an engineering firm. This real-world practical exposure serves to round-out the formal engineering understanding he brings, resulting in a more realistic—and effective—technical approach to project challenges. This hands-on experience has proven extremely valuable in managing construction contractors and field staff when conflicts, disputes, or potential claims arise.

- Building on previous educational and professional steps, Mr. Davis's current position over the **past decade as an engineering and construction consultant**, leverages these past varied experiences in combination as tremendous assets in establishing his qualifications as best-in-field. As a consultant since 2010, he has worked solely on public works projects in the tri-county region, in a range of roles from field inspector to Construction Manager, and including Program/Project Management, Resident Engineer, Structures Representative, or combination of several of these roles in tandem. Of the myriad roles, projects, and client experiences over this 10-year period, all project assignments were completed successfully and with positive client feedback.

Jack Heinz brings an entire career's-worth of experience, knowledge, and expertise to his role as primary Senior Field Inspector! Mr. Heinz has recently retired from the City of Santa Barbara, where he held a lead role in their Public Works Inspector group, overseeing many of the City's most complex roadway, bridge, and public infrastructure projects. Additional value and personal relationship experience comes from that fact the Mr. Heinz worked together with John Ilasin at the City of Santa Barbara when they were co-workers in the Public Works Department. Prior to his Agency experience, he was a union Operating Foreman for Granite Construction, running and constructing public civil infrastructure projects up and down our local region.

Further experience and qualification information for Mr. Davis and Mr. Heinz are contained in the attached sample resumes, included in the appendix of this proposal document.

IV. Example Projects and References

While we could identify many past successful projects that have similar characteristics to the elements of this work, for brevity and in reference to the proposal content requested in the RFP, we will just list several pertinent projects as appropriate examples of our past experience, along with corresponding project contacts/references.

PAVEMENT MAINTENANCE, 2021	City of Carpinteria

This timely project is underway now, though much of the significant work has currently been completed. Both Mr. Davis and Mr. Heinz are working on this assignment, which has been an invaluable opportunity to gain further familiarity and interpersonal experience between the DCME staff, City staff, and the community.

Mr. Davis' role included Resident Engineer, and technical support to the field inspection activity.

Mr. Heinz' role included Senior Field Inspector and general support to the Resident Engineer.

PROJECT CONTACT: John Ilasin, Carpinteria Public Works Director, 805-880-3402
Robert Howard, Street Maintenance Manager, 805-312-1688

CATHEDRAL OAKS REHABILITATION – FULL DEPTH RECLAMATION	City of Goleta

Though significantly technical and challenging, this road rehab project was constructed on time and under budget. Noteworthy similarities on this project example include significant neighborhood coordination, interaction with traveling public including peds and bikes, utility coordination, traffic control sequencing, etc.

Mr. Davis's role included Resident Engineer, technical support to the field inspection activity, and support to City Public Works staff.

PROJECT CONTACT: (was formerly Marty Milan, now retired)
Joe Ririe, PEI, Design Engineer, 805-801-4625

MADONNA RD/LOS OSOS VALLEY RD - FULL DEPTH RECLAMATION	City of San Luis Obispo

This project was an exercise is continuous attention to detail. The subject roads are the two most heavily used arterials in the City, which resulted in significant impact to the community users, and ongoing coordination of construction operations with the stakeholders. In addition to the technical construction rehab oversight, we also spent significant energy and attention in coordination and communication with the City, the residents, and the ped/bike/vehicle users, to mitigate the anticipated issues as well as manage and resolve unanticipated impacts. By the end of the project, the work was completed to the highest quality level, within budget, and ahead of schedule. Additionally, this FDR Rehab project went on to be selected as APWA Project of the Year!

Mr. Davis' role included Resident Engineer, and technical field support.

(This project won 2018 APWA Project of the Year, Central Coast Chapter)

PROJECT CONTACT: Manny Guzman, Construction Engineering Manager, 805-781-7423

OLD TOWN SIDEWALK IMPROVEMENTS PROJECT	City of Goleta

This significant project in the heart of Goleta is extremely impactful in creating new much-needed infrastructure for safe pedestrian travel as well as better-defined roadway and traffic-control improvements. Extensive community interaction, coordination, and outreach was a key to success beyond just the technical construction throughout the work. This project included significant concrete improvements as well as roadway reconstruction and utility coordination, and was constructed by Toro Enterprises.

Mr. Davis's role included Resident Engineer, technical support to the field inspection activity, and support to City Public Works staff.

(This project also recently won 2020 APWA Project of the Year, Central Coast Chapter)

PROJECT CONTACT: James Winslow, Senior Project Engineer, 805-448-9877
James Campero, Deputy PW Director, 805-832-1045

PUNTA GORDA ST BRIDGE REPLACEMENT, SYCAMORE CREEK CHANNEL WIDENING	City of Santa Barbara

Mr. Davis played a significant combined role as Structures Representative, Field Inspector, and eventually Resident Engineer on this critical first segment of the Sycamore Creek Widening and Bridge Replacement Program. The project included over 300 feet of channel widening, bridge demolition, and construction of a new precast bridge deck structure supported on CIDH pile foundation system. The project challenges also included daily environmental MMRP coordination, and significant utility relocation and coordination, especially with Southern California Edison Transmission, Distribution, and District divisions

Mr. Davis's role included daily onsite Structures Rep and Inspector oversight, and eventually adopted Resident Engineer duties as well.

(This project was the first opportunity Mr. Davis had to work together with John Ilasin)

PROJECT CONTACT: John Ilasin, Carpinteria Public Works Director, 805-880-3402
(formerly at City of Santa Barbara)

SANTA ROSA ROAD WIDENING	City of Camarillo

While only described as a road widening project, this multi-faceted project included significant structural concrete retaining wall improvements, extensive utility coordination and relocation, roadway infrastructure construction, and ped/bikeway enhancements and ADA improvements.

Mr. Davis supported the project as Resident Engineer as well as co-inspector to the technical field operations and City staff coordination.

PROJECT CONTACT: Eric Maple, CIP Project Manager, 805-319-6545

We are proud of the legacy of our participation on successful projects, client relationships, and community ties that we have built over the past two decades; we look forward to continuing—and improving on—our contributions to the public works community for decades to come. In addition to the contacts listed with the example projects above, below are several more of our valued client relationship contacts that can speak directly to our performance on their projects, and we encourage you to reach out to them for their perspective on the value we can bring to your assignments.

Carson Wollert Supervising Engineer	City of Santa Barbara 630 Garden Street SB, CA 93101	805-564-5376	cwollert@santabarbaraca.gov
Brian D'Amour Deputy Director/ City Engineer	City of Santa Barbara 630 Garden Street SB, CA 93101	805-897-2661	bdamour@santabarbaraca.gov
Manuel Guzman Construction Engineering Manager	City of SLO 919 Palm Street SLO, CA 93401	805-781-7423	mguzman@slocity.org
Matt Horn Deputy Director/ City Engineer	City of SLO 919 Palm Street SLO, CA 93401	805-781-7191	mhorn@slocity.org

V. Project Approach & Scope of Services

General Approach and Staffing Plan Summary

The general approach to this proposed work will be to furnish a part-time CM/PM role, combined with a Field Inspector for full-time coverage during active onsite work. Davis CME proposes that Matt Davis perform the PM/CM role and act as the primary project point of contact, along with Jack Heinz as the Senior Field Inspector. Beyond these primary individuals, Davis CME also maintains a roster of additional back-up support staff, should there be any need for alternate or supplementary coverage.

We propose that the roles consist of part-time **(2hrs/day) PM/CM Administration** duties, and full-time **(8hrs/day) Field Inspection** duties during construction activity. Based on our understanding of the operations necessary to construct this work, we believe that actual field work onsite will be less than the overall 140-day duration of the contract by about half. In order to propose a realistic, but budget-minded estimation of service, we propose **Field Inspection over a period of 70 work days, or 14 weeks.** We believe that this division of scope will be sufficient for both the overall support of the managerial and paper-work related expectations, as well as for the close on-site coordination and inspection that will be needed to oversee the technical nature of these roadway improvements. Our staff capabilities include sufficient expertise on all tasks and scope that may arise in the support of this project, and we are prepared to tackle the complete management, oversight, and inspection of this work independently and completely, and including the SWPPP Compliance and Labor Compliance administration. Davis CME staff are additionally supported by **Quality Assurance/Acceptance Testing**, per the City's QAP, and specifically tailored to this project, by **Oakridge Geoscience**. Oakridge's proposal documents and estimate are included with the Appendix documents of this proposal. We welcome any input or cooperation desired by City Staff, though we are prepared to support all elements ourselves, with only updates, communication, and coordination necessary from our City Project Manager point of contact.

DCME POTENTIAL STAFF ROSTER

- ✓ **Matt Davis, PE** (Principal PM/CM)
- ✓ **Marco Pecile** (Asst CM & Senior Inspector)
- ✓ **Jack Heinz** (Senior Inspector)
- ✓ **Arlie Williford** (Technical Advisor)
- ✓ **Jesse Wheeler** (Asst CM & Senior Inspector)
- ✓ **Mark Williams** (Senior Inspector)
- ✓ **John Ornelas** (Senior Inspector)
- ✓ **Shane Strong** (Senior Inspector)
- ✓ **Chris Davis, PMP, AICP** (Contract Administration)
- ✓ (And other individuals at the ready pending specific project assignments)

SCOPE OF SERVICES

Reflecting the scope content described by the City in the RFP, following is a general description or explanation of the potential scope that we are prepared to administer in support of this project. We have used the scope description shared by the City, but have also added or modified some points to help expand and to clarify what we understand our anticipated duties to include.

The Consultant shall furnish all materials, labor, supervision, and equipment necessary to perform all work required for the consulting services in the City of Carpinteria in accordance with federal, state, and local laws, rules, and regulations. The services to be provided include those listed below. The services include specific tasks as well as goals, which are expected to be reached.

EXAMPLE DELIVERABLES

DAILY:
- Inspector Daily Report + Photos
- Qty Notes/Calc's/Measurements
- Document Control/ File Management

WEEKLY:
- Weekly Status Update
- Progress Meeting Minutes
- RFI/Submittal/Bulletin/PCO-CCO Logs
- Schedule Progress Review w/ Contractor
- Project File Backup/Upload to City

MONTHLY:
- Progress Pay Estimate Documents
- Project Budget Statement Update
- Cost Exposure Review with City
- Project Schedule Update by Contractor
- Certified Payroll Submission/Review
- As-Built Record Update/Review

1. **Provide Construction Administration (CM/PM & Inspection) Services**

   The Construction Inspector shall be responsible for the construction inspection and shall ensure the performance of assigned work complies with the requirements of the plans, specifications, and City standards. The essential duties of the Construction Inspector include, but are not limited to, the following:

   - Conduct preconstruction conference and periodic construction progress meetings including, but not limited to, preparation of agendas and meeting minutes.
   - Monitor the contractor's operations.
   - Analyze the plans, estimate, and preliminary quantity calculations, and determine if the estimated quantities cover all work items contemplated.
   - Work with Contractor to evaluate ADA grades, dimensions, and details.
   - Study any permits or approvals.
   - Assist Labor Compliance Officer with administering labor compliance requirements.
   - Assist Stormwater Pollution Control Compliance Officer.
   - Coordinate utility work.
   - Keep City staff informed of work progress and problems.
   - Prepare monthly project progress report outlining, at a minimum, accomplishments since prior report, current status of project performance such as cost and schedule performances, progress toward resolution of previously identified problems, problems or potential problems since prior report, planned corrective actions, and milestones expected to be reached during next reporting period. Each project progress report shall also include photographs taken during the reporting period.
   - Act as the liaison for the project.
   - Conduct public outreach including preparing and distributing notices (specifics to be developed in coordination with City staff)
   - Ensure the contractor complies with all contract requirements.
   - Call for required tests to ensure work quality in conformance with the City's Quality Assurance Program (QAP).

- Keep complete, accurate, and concise records of the work and quantities measured for payment.
- Keep the City project manager informed of work progress and problems, along with recommendations for potential resolution or next-steps on any conflicts.
- Respond to any contractor questions about plans and specifications.
- Work effectively by knowing construction methods and inspection techniques.

Other duties, as assigned by the City, not mentioned herein this RFP for the successful administration of the construction contract will be part of the scope of services, and will be closely coordinated as needed between DCME staff and the City Project Manager.

Project administration systems, controls, and documentation will follow procedures as outlined by the California Department of Transportation (Caltrans) *Construction Manual* and/or *Local Assistance Procedures Manual,* as well as *"Greenbook"* or APWA procedures. All project management, contract administration, and documentation procedures will be coordinated and accepted by City Public Works staff.

Additional PM/CM Administration Scope that is expected to be performed by Davis CME includes RFI Management and Processing, Submittal Processing and Review, Pay Estimate management and processing, PCO/CCO management, document control, Field Directives and/or Bulletins, etc.

2. Provide Labor Compliance Administration Services

The Labor Compliance Officer shall perform the labor compliance administration to enforce the contract provisions and ensure that all labor compliance requirements are performed and documented in the project file. The essential duties of the Labor Compliance Officer include, but not limited to, the following:

- Participate in preconstruction conference and periodic construction progress meetings.
- Review Construction Inspector's daily reports which note employee, labor classifications, hours worked, and equipment working on the project.
- Conduct spot interviews with employees on the project.
- Maintain written evidence of apprentices employed on the project.
- Ensure that the contractor submits certified payrolls and/or owner operator listings for their work and from all subcontractors or equipment rental companies who perform work on the project.
- Spot checking the payrolls or listings to ensure that at least the applicable State prevailing wage rates are paid.
- Cross check reports, interviews, payrolls and wage rates in order to determine the contractor's and subcontractor's compliance. Compare all force account or day labor work to certified payrolls.
- Ensure that the contractor posts all specified posters, notices, wage determinations, etc. at the job site.

- In concurrence with the City project manager, apply necessary sanctions against the contractor for failure to submit payrolls or noncompliance with the labor standard requirements.
- Reporting any apparent violation of state or federal labor requirements to the City project manager immediately upon discovery.

3. Provide Stormwater Pollution Control Compliance Administration Services

The Stormwater Pollution Control Compliance Officer shall perform the administration and enforcement of the stormwater and ensure that the contractor implements the stormwater pollution control plan and the National Pollutant Discharge Elimination System General Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities (Construction General Permit) requirements. The essential duties of the Stormwater Pollution Control Compliance Officer include, but not limited to, the following:

- Perform construction site inspection of stormwater quality controls implemented by the contractor for compliance with the stormwater pollution control plan and the Construction General Permit requirements.
- In concurrence with the City project manager, apply necessary sanctions against the contractor for noncompliance with the stormwater pollution control plan and/or the Construction General Permit requirements.
- Reporting any apparent violation of the stormwater pollution control plan and/or the Construction General Permit requirements to the City project manager immediately upon discovery.

4. Provide Acceptance Testing (AT) Services

AT shall assure that the materials incorporated into the project are in conformance with the specifications and the City's Quality Assurance Program (QAP). The essential duties of AT include, but are not limited to, the following:

- AT shall be performed by a materials laboratory certified to perform the required tests.
- Source inspection of manufactured and pre-fabricated materials shall be performed by AT personnel at locations other than job site (none anticipated).

The AT services and scope anticipated has been specifically defined by Oakridge Geoscience in their attached proposal documents, and their understanding comes directly from experience working with the City on past rehab operations. With that said, the City may consider establishing a minor amount of contingency budget for any supplemental QA/QC scope as a prudent back-stop measure to unanticipated/unknown conditions.

5. Provide Field Office

Davis CME, as a local firm, maintains permanent headquarters in Santa Barbara County, well within the 100-mile range named in the RFP. While onsite with the Contractor, we

will operate independently in the field, and may coordinate City staff to identify any in-person (or remote) meeting needs that may arise.

Deliverables (as listed in City RFP)

The deliverables to be furnished as part of the scope of services include those listed below.

Record-Keeping System. A record-keeping system shall be provided and maintained, and shall comply with the City's policies and procedures for Capital Improvement Program project record keeping. All contract documentation and backup records shall be available at any time for inspection by the City. Hard files and electronic files will be the property of the City, and shall be submitted to the City at the term of the Agreement or at termination of the Agreement.

Services to be Provided by City

The services to be provided by the City will include the following:

1. General direction to the Consultant.
2. Bid advertisement including responding to public inquiries other than bidder inquiries; and distributing bid documents, bidder clarifications, and addenda, if needed.

Other separate professional service agreements to be administered by the City for the Project will include the following:

1. Engineering (design engineer) support during construction.
2. Acceptance testing.

VI. Project Schedule Understanding

Addressing the RFP content description on this topic, the general project schedule and deadlines will be discussed and coordinated heavily with both the City and the Contractor. The timeline for the start of work (Notice to Proceed) shall be according to the terms of the Contractor's Agreement with the City, but is understood that the Construction Contract is anticipated to be awarded in July, 2021. Following this timeline, an NTP and start of field work could begin in August, and given 140 working days, the end of the contract could end in February, 2022—though we suspect that the actual field work will progress more promptly, especially with the experience and capabilities of the apparent low-bidder, Toro Enterprises. The 140-working day construction-phase schedule of activities shall be based on the Contractor's proposed Project Schedule, and adoption into an accepted Baseline Schedule. Depending upon the submittal process, procurement status, and any long-lead activities, as well as incorporation into the work, we will evaluate the project schedule and help the City to confirm an appropriate and responsible NTP in advance of critical activities. Once further information is developed with the Contractor's proposed schedule of activities, we will be able to review and comment on project schedule specifics further.

In any case, it is understood that the CM/Inspection assignment and active project Pre-Con activity could commence soon, as early as a consultant is chosen. Both Mr. Davis' and Mr. Heinz' availability remains very flexible and controllable, and we are prepared to support the City of Carpinteria right away!

VII. Estimated Staff Hours and Tasks

Utilizing the combined CM/Inspection role strategy, we estimate the overall project staff time at 1,124 hours total, spread over the 6.5 month duration, as illustrated in the table below. Matt Davis will be the primary point of contact coordinating the Team of staff members and support.resources. Our proposed staff approach, roles, and magnitude of estimated hours is based on our current best understanding of the project, the demands of the assignment, and the service requested by the City. However, if there are any areas of question with this information, we look forward to coordinating the scope and proposed service further, and can discuss modifications to the approach and estimate mutually with the City.

1.0 PRE-CONSTRUCTION PHASE		
PM/CM Administration	(file setup, kickoff, Pre-Con meeting, etc.)	**40 hours**
2.0 CONSTRUCTION PHASE		
PM/CM Administration	2 hrs/day x 140 work days	**280 hours**
Field Inspection	8 hrs/day x 70 work days	**560 hours**
Labor Compliance	2 hrs/wk x 28 weeks	**56 hours**
SWPPP Administration	2 hrs/wk x 28 weeks	**56 hours**
Acceptance/Material Testing	(See Oakridge Geo estimated scope)	**92 hours**
3.0 POST-CONSTRUCTION PHASE		
PM/CM Administration	(final inspection, punchlist, closeout, etc.)	**40 hours**

By this approach, we anticipate staffing this assignment primarily with DCME personnel, but with outside support from Oakridge Geoscience as a subconsultant.

We hope that the content and information of this proposal has been informative and successful in demonstrating our proposed Team as the best suited for this assignment, offering the highest quality of professional available, an unparalleled level of familiarity, and a level of service that will remain focused on the goals and expectations of the City. Thank you for your time in reviewing our work, and we appreciate the potential opportunity to continue our support of the City of Carpinteria.

John Ilasin, Public Works Director
City of Carpinteria
5775 Carpinteria Ave
Carpinteria, CA 93013

Rev.: June 23, 2021

Dear Mr. Ilasin,

[*Revised proposal, updated to incorporate input from City staff, especially in regards to QA/materials testing mechanism, to be contracted by City.*]

This cost proposal breakdown is to accompany the Davis CME proposal, for Construction Management and Inspection support to the **Pavement Rehabilitation 2021 Project**, dated June 17, 2021. Thank you for the review of our submission and for selecting our proposal among those to be qualified in this next step for cost consideration. We know that our staff and approach will bring the most attentive service available to your project, as well as expert-level experience in this work. Once you consider the competitiveness of our rates, applied in an evaluation of the various firm's hours in an apples-to-apples comparison, we are confident that our proposed support package will rank on top for both Quality and Value.

The breakdown below reflects the staff approach, estimated hours, and task role breakdown used in estimation of our services and described in our proposal, for a not-to-exceed estimated cost of $145,310.

1.0 PRE-CONSTRUCTION PHASE				
PM/CM Admin	(file setup, Kickoff meeting, Pre-Con meeting, etc.)	**48 hours**	$145/hr	**$6,960**
2.0 CONSTRUCTION PHASE				
PM/CM Admin	2.5 hrs/day x 140 work days	**350 hours**	$145/hr	**$50,750**
Field Inspection	8 hrs/day x 70 work days	**560 hours**	$120/hr	**$67,200**
Labor Compliance	4 hrs/wk x 28 weeks	**112 hours**	$80/hr	**$8,960**
SWPPP Admin	2 hrs/wk x 28 weeks	**56 hours**	$80/hr	**$4,480**
Acceptance/ Mat'l Testing	Field Sampling/Testing, Lab Testing [*by others*]			**[*by others*]**
3.0 POST-CONSTRUCTION PHASE				
PM/CM Admin	(final inspection, punchlist, closeout documentation, etc.)	**48 hours**	$145/hr	**$6,960**
TOTAL ESTIMATE		**1174 hrs**		**$145,310**

This proposed estimate and the associated staff/role/duration details included in the cost calculation, are based on our subjective analysis of the project, as well as upon a number of assumptions of the future work activity. We remain open to suggestions from the City to modify the variables or assumptions in our estimate calculation as needed. We also suggest that the City reserve some amount of contingency budget, to be available in the case of unforeseen and unanticipated conflicts or issues during the project.

Should you have any questions or need any clarifications regarding this estimate, please feel free to contact me directly at 805-450-7949, or via email at matt@dcme.email.

Thank you very much for the opportunity to present our proposal and to support the City of Carpinteria.

With appreciation,

Matt Davis, PE
Principal Engineer/Construction Manager

DAVIS Construction - Management - Engineering
www.DavisCME.com
1431 Olive Street
Santa Barbara, CA 93101
805-450-7949

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
June 28, 2021

ITEM FOR COUNCIL CONSIDERATION

A proposed retail produce cart agreement with Farm Cart Organics located at Seaside Park, 5103 Carpinteria Avenue.

STAFF RECOMMENDATION

Action Item _X_ ; Non-Action Item ___

Staff recommends that City Council authorize the City Manager to execute the proposed retail produce cart agreement with Farm Cart Organics for a one-year term with two one-year extensions.

Sample Motion: Authorize the City Manager to execute the proposed retail produce cart agreement.

BACKGROUND

Since 2012 the City has had a quality produce cart concession at 5103 Carpinteria Avenue. Concessionaire, Empov, Inc. DBA: Farm Cart Organics, has entered into an agreement with the City over the past nine years to operate a stationary concession cart as depicted on page 15 of this report. They have expressed an interest in entering into another agreement in order to continue this service.

Seaside Park has a patio area that is well suited to allow for a produce cart operation.

DISCUSSION

A retail produce cart provides a fresh, organic fruits and vegetables from farm wagon to tourists and residents visiting the downtown area.

The concessionaire is a longtime resident of Carpinteria and provides reliable consistent service with a variety of organic vegetables and fruits. The concession operates during

the day, except for Wednesdays and Thursdays. The hours of operation are limited to no earlier than 10:30 a.m. and no later than 5:00 p.m.

The presence of the farm cart in Seaside Park provides vitality and interest to the park that is complimentary to it.

POLICY CONSISTENCY

Under the Land Use Element of the General Plan, it 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 downtown conform to these statements by providing convenience services that support the local tourism 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.

Also, consistent with City's Sustainable Community Policy (Resolution No. 5500), which in part calls on the City to act or develop and enhance local food access and growing programs, which may include community gardens, local food vendor or swap opportunities, local school cooking and nutrition programs and other similar healthful sustenance programs;

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 water at the site for $24.00 per month.

The concessionaire shall pay one hundred seventeen dollars and sixty-eight cents ($117.68) monthly for the first year of the agreement, if an extension is granted, the amount will increase annually at rate of 3% for each additional one-year term.

LEGAL

The concessionaire is required to obtain a City business license and all required health permits and insurance. Concessionaire provides evidence of insurance.

The City Council has the authority to enter into an agreement at its discretion.

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. Email from Jason Lesh, operator of the Farm Cart, requesting renewal of the Service Agreement
B. Proposed Agreement for Services

Staff Contact: Matthew Roberts, Parks, Recreation, and Public Facilities Director
mattr@ci.carpinteria.ca.us
(805) 755-4449

Matthew Roberts
Signature

Reviewed by: Dave Durflinger, City Manager

Signature

Attachment A
Email from Jason Lesh, operator of the Farm Cart,
requesting renewal of the Service Agreement

From: Jason Lesh <jason@farmcartorganics.com>
Sent: Friday, June 18, 2021 12:23 PM
To: Matt Roberts <mattr@ci.carpinteria.ca.us>
Subject: The Farm Cart

EXTERNAL EMAIL

CAUTION: This email originated from outside the City of Carpinteria. DO NOT OPEN attachments or CLICK on links unless you are sure they are safe. Remember, reputable vendors, banks, etc. will not ask you to disclose passwords or other sensitive information.

Matt,
Please accept my apologies for the confusion that we have created by not requesting to continue our Farm Cart Lease at the Sea Side Park.

We were confused and overwhelmed at the time, and made a poor decision.

With the clarity of time, we have come to realize that we desperately wish to continue with our location at Sea Side Park and greatly appreciate the opportunity and support to be there.

Thank you so much for what you have done to support this mission, Jason

Attachment B
Proposed Agreement for Services

AGREEMENT FOR SERVICES
between
City of Carpinteria
and Empov, Inc. DBA: Farm Cart Organics (Concessionaire)
For a Retail Produce Cart
at 5103 Carpinteria Avenue

THIS AGREEMENT is made as of this ____ day of _____, 2021, by and between the City of Carpinteria (City) and Empov, Inc. DBA: Farm Cart Organics, (Concessionaire), at Carpinteria, California, with reference to the following facts and intentions:

A. City and Concessionaire desire to provide a produce cart concession at 5103 Carpinteria Avenue;

B. To accomplish these goals City and Concessionaire desire to enter into this Agreement to provide a quality produce cart concession at the 5103 Carpinteria Avenue.

NOW THEREFORE, IT IS AGREED THAT:

1. **Services by Concessionaire:** Concessionaire shall provide and operate a fresh produce concession cart to sell items to the general public as specified herein.

2. **(a). Compensation to the City:** Concessionaire shall pay one hundred seventeen dollars and sixty-eight cents ($117.68) monthly. 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.

(b). Reimbursement to the City for utility expenses. In addition to the amount stated in 2 (a) above, Concessionaire shall contribute $24 each month for water service used in the operation of the concession for landscape or other purposes. The City and Concessionaire agree this is a fair charge to cover up to 6 units of water for Concessionaire's use each month. Concessionaire agrees to comply with water conservation practices and use water for onsite hygiene and irrigation purposes only.

3. **Location:** The location of the food concession shall be in the northwest corner of the property located at 5103 Carpinteria Avenue as determined by the City's Parks and Recreation Director. The concession is to remain stationary during hours in which it is in operation. Also, the size of the concession equipment and the location shall not interfere with any accessible pathway.

4. **Days and Hours of Operation:** 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. 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.

5. **Term of Agreement:** The term of this agreement shall begin on July 1, 2021, and continue for twelve (12) months and shall end on June 30, 2022. 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 3% of the previous period's compensation.

6. **Interruption of Business:** The Concessionaire agrees that no claims of damages, loss of business, or loss of income either direct or indirect shall be made against the City in the event the location becomes unsuitable or unavailable for use by the Concessionaire due to any circumstance. The City intends to make site improvements to the location when construction funds become available. Such improvements may result in temporary or permanent loss of the Location for use by Concessionaire. Concessionaire shall not be liable for monthly compensation to the City when the Location is not available due to City Construction activities.

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 any compensation to the City due as set forth in section 2 above.

8. **Business License and Conditional Use Permit:** 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. It is the Responsibility of the Concessionaire to obtain and remain in compliance with the conditions set forth inthe Condition Use Permit issued by the City for this operation.

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:

a. 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 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. 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 and Permit Conditions: Concessionaire shall comply with all applicable laws and permit conditions 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 produce vending cart or trailer in a safe and sanitary 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 ensure 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 produce 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 produce 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. **Products for Sale:** The City or its agent, reserves the right to review and/or disallow any retail sales item proposed to be sold by the Concessionaire. The intent of this stipulation is to ensure that only produce items are sold and that Concessionaire's operation remains within the original scope of a small-scale produce concession concept. Additionally, the Concessionaire agrees not to store, sell food or beverages in polystyrene 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 upon breach of any provision of this agreement, willful or habitual neglect, or negligence in performance of the agreement, or any activity which has a direct, substantial and adverse effect upon the City. 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.

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 by the City 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 as determined by the City
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:	Empov, Inc. DBA: Farm Cart Organics P.O. Box 65 Carpinteria, CA 93014

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 entitles 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_____
Empov, Inc. DBA: Farm Cart Organics
Concessionaire

Statement of Workman's Compensation Insurance

July 1, 2021

I intend to conduct business without any employees. Therefore, Workmen's Compensation Insurance is not required. If I should decide to hire employees as a part of my operations, I 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_____
Empov, Inc. DBA: Farm Cart Organics
Concessionaire


US
US

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
June 28, 2021

ITEM FOR COUNCIL CONSIDERATION

Approval of a three-year consultant services agreement with Two Trumpets Communications for an annual amount not-to-exceed $66,600.

STAFF RECOMMENDATION

Action Item X ; Non-Action Item ___

That the City Council authorize the City Manager to execute a consultant services agreement on behalf of the City with Two Trumpets Communications for a not-to-exceed amount of $66,600.

Sample Motion: I move to authorize the City Manager to execute a three-year consultant services agreement on behalf of the City with Two Trumpets Communications for a not-to-exceed annual amount of $66,600.

BACKGROUND / DISCUSSION

Two Trumpets Communications is currently providing a variety of community communications services to the City of Carpinteria, including social media venues (i.e., Facebook, Instagram and Nextdoor) as well as the City's e-newsletter, "The Current". Two Trumpets also contributes to the City's website design, graphic design and press release writing.

The City is looking to continue and enhance these various communication outreach efforts by entering into a new three-year agreement with Two Trumpets for fiscal years 2021-24. More specifically, Two Trumpets' current proposal (attached) project areas include:

1) Social Media – Information related to emergency & critical information, public works projects, event notices & follow-up, parks & recreation programs, etc., communicated via various social media platforms. Currently Instagram, Nextdoor and Facebook are being used.

2) Email Newsletter – continuation of The Current e-newsletter highlighting City projects updates, upcoming events & meetings, recent accomplishments, etc.

3) Misc. Communications Support: Website, Graphics, Press Releases – provide support as needed with web updates, printed signs, press releases, flyers, and ads.

The overall objective of this work effort continues to be to expand and update the City's methods for communication with the public (for both emergency and day-to-day communications) in order to improve the reach and effectiveness of official communications. With this in mind, one of the performance objectives in the City's Communication and Community Promotion program is to *"Use a variety of communication venues (e.g., social media, e-newsletter, etc.) to disseminate City information to residents and visitors."*

FINANCIAL CONSIDERATIONS

Funding for this work is included in the FY 2021-22 adopted budget as a part of the Professional Services line allocation of the Communication and Community Promotions Program.

OPTIONS

A. Request that staff revise the scope of work.
B. Decide not to continue communications related work at this time.

PRINCIPAL PARTIES EXPECTED AT MEETING

Two Trumpets Communications principals, Lea Boyd and Peter Dugre

ATTACHMENTS

A. Two Trumpets Communications, proposed Statement of Work, July 2021 – June 2024.
B. Current Amended Agreement between City and Two Trumpets Communication.

Reviewed by: Dave Durflinger
City Manager
805-755-4400, daved@ci.carpinteria.ca.us


Signature

Attachment A

TWO TRUMPETS COMMUNICATIONS

Lea Boyd & Peter Dugre
lea@2trumpets.com • (805) 698-3390
peter@2trumpets.com • (805) 453-4878

Statement of Work

City of Carpinteria Public Outreach

Project Overview

Project Name ..... City of Carpinteria Public Outreach
Contract duration ..... Three years: July 2021 - June 2024
Fee schedule $5,550/month

Proposed Scope of Works

SOCIAL MEDIA

- **Platforms:** Nextdoor, Facebook, Instagram
- **Frequency:** 4-7 posts weekly on each platform
- **Content cultivation:** Regular communication with key city staff (department heads, program supervisors) and meeting attendance
- **Content creation**: Content tailored to each platform (eg. longer form text for Nextdoor, graphic focus for FB and Insta)
- **Monitoring**: Regular monitoring of accounts to ensure questions from the public are answered and misinformation is identified and clarified.
- **Report:** Report monthly on social media activity, trends, highlighted feedback from followers

Social Media	Est. Hours	Monthly	Annual
Content creation	35 hours/mo.	$2,625	$31,500
Posting, monitoring	13 hours/mo.	$975	$11,700
			Total $43,200

EMAIL NEWSLETTER

- Produce and disseminate regular bi-monthly email newsletter (The Current) highlighting recent accomplishments, city project updates, and upcoming events and meetings
- Produce and disseminate additional editions of The Current as needed to keep subscribers apprised of time sensitive/urgent City information.
- Translate all editions of The Current into Spanish and disseminate to subscribers who have selected the Spanish language preference.

Email Newsletter	Est. Hours	Monthly	Annual
Monthly publication	22 hours/mo.	$1,650	$19,800
			Total $19,800

MISCELLANEOUS COMMUNICATIONS

- Work with City web designer to create then update a blog on the City website. Content will be created for social media and shared on blog.
- Provide support in graphic design as requested by City staff (ad building, flyer design, sign design).
- Provide support in press release writing as requested by City staff.

Miscellaneous Communications	Est. Hours	Monthly	Annual
Graphics/Writing	4 hours/mo.	$300	$3,600
			Total $3,600

Investment

The regular fee schedule of $5,550 per month is based on 74 hours estimated per month at a rate of $75 per hour.

Payment agreement:
Two Trumpets Communications will invoice monthly.

Subcontracted services will be invoiced to the City of Carpinteria and will be approved by the City prior to action taken.

Should the demand for services exceed the hourly limit for the contract term, the City Manager will be informed of that expectation.

Attachment B

FIRST AMENDMENT TO CONSULTANT SERVICES 2020-049

This **First Amendment** to Agreement No. 2019-028 for Consultant Services ("Original Agreement") is entered into by and between the City of Carpinteria, a municipal corporation ("City") and Two Trumpets Communications, LLC ("Consultant") (collectively, the "Parties"), and shall be effective retroactively as of March 1, 2020 ("Effective Date").

RECITALS

1. Consultant provides public communications and media work for the City.

2. The COVID-19 pandemic and the national, state and local emergencies declared at the onset of the pandemic prompt the need for the City to expand the scope and frequency of public outreach.

3. As such, the Services performed by Consultant on behalf of the City has increased and shifted to focus on the pandemic.

NOW THEREFORE, the Parties hereby agree to amend the Original Agreement as follows:

A. **Section 1 – SERVICES**

Section 1 ("Services") of the Original Agreement, Subsection 1.2 ("Additional Services") provides as follows:

> **Additional Services**. In addition to the Basic Services, City may elect to have Consultant perform additional services that are beyond the current scope of the Basic Services, but within the expertise of Consultant ("**Additional Services**"). Such Additional Services shall be mutually agreed to in advance and specified in a writing, which shall also specify the basis for the Consultant's fee for such additional services. Basic Services and Additional Services are referenced collectively as "**Services.**"

Subsection 1.2 is hereby amended to add reference to Exhibit E (shown underlined) and shall now read as follows:

> **Additional Services**. In addition to the Basic Services, City may elect to have Consultant perform additional services that are beyond the current scope of the Basic Services, but within the expertise of Consultant ("**Additional Services**"). Additional services are set forth in the attached Exhibit E. 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.**"

B. **Section 3 - TERM**

Section 3 of the Original Agreement provides as follows:

TERM. This Agreement shall be effective as of the date first above written [July 1, 2019] and shall continue until all Services to be provided by Consultant are completed to the satisfaction of the City, but in no event later than the 30th day of June, 2020; unless terminated earlier as provided for herein.

Section 3 is hereby amended in its entirety to read as follows:

TERM. This Agreement shall be effective as of the date first above written and shall continue until all Services to be provided by Consultant are completed to the satisfaction of the City, but in no event later than the 30th day of June, 2021; unless terminated earlier as provided for herein.

C. **Section 4 – COMPENSATION**

1. Subsection 4.1 ("Basic Services") currently reads as follows:

Basic Services. For Basic Services, City shall pay Consultant on a time and materials basis, not to exceed amount of fifty-nine thousand one hundred dollars ($59,100.00) as full compensation for all labor, materials, equipment, tools, transportation, and Services. This compensation shall be paid in accordance with the payment rates and schedule as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based on the actual time spent on the tasks and the actual price of the necessary materials.

Subsection 4.1 is amended in its entirety to read as follows:

Basic Services. For Basic Services, City shall pay Consultant on a time and materials basis, a not to exceed amount of one hundred eighteen thousand two hundred dollars ($118,200.00) as full compensation for all labor, materials, equipment, tools, transportation, and Services. This compensation shall be paid in accordance with the payment rates and schedule as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based on the actual time spent on the tasks and the actual price of the necessary materials.

2. Subsection 4.2 ("Additional Services") currently reads as follows:

Additional Services. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to the Basic Services, unless such 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.

Subsection 4.2 is amended in its entirety and replaced with the following:

Additional Services. Consultant shall provide additional services related to COVID-19 communications with the public in accordance with the attached Exhibit E. The hourly rate of compensation shall be $60 for partners Lea Boyd and Peter Dugre, and total Additional Services shall not exceed **$17,000** (Labor, materials, equipment, tools, and transportation inclusive). Work beyond the scope of Exhibit E must receive prior written authorization from the City in accordance with Section 12.15 of this agreement.

3. Section 4 ("Compensation") of the Original Agreement is hereby amended to add the following subsection 4.6:

4.6 FEMA Cost Recovery: FEMA financial assistance may be used to fund all or a portion of this contract. Consultant shall comply with all federal requirements including, but not limited to, 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in the contract, including but not limited to, 2 C.F.R. Part 200 and the Federal Contract Provisions.

With respect to any conflict between such federal requirements and the terms of this contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

D. Exhibit A of the Original Agreement is hereby modified in its entirety and replaced with the Exhibit A attached to this amendment and incorporated herein.

E. Exhibit E, attached hereto and incorporated herein, is added to the Original Agreement.

Except as herein modified, all other provisions of the Original Agreement as written shall remain in full force and effect.

CITY OF CARPINTERIA

By:_____
David Durflinger, City Manager

TWO TRUMPETS COMMUNICATIONS, LLC

By:_____
Lea Boyd, Parnter

By:_____
Peter Dugre, Partner

APPROVED AS TO FORM

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

ATTACHMENTS
Exhibit A
Exhibit E – Additional Services

EXHIBIT A

TWO TRUMPETS COMMUNICATIONS

Lea Boyd & Peter Dugre
lea@2trumpets.com * (805) 698-3390
peter@2trumpets.com * (805) 453-4878

Statement of Work
City of Carpinteria Communications Project

Project Overview

Project Name..... City of Carpinteria Communications
Direct communication with..... Asst. to City Manager Kevin Silk
Contract duration .....July 2019 – June 2021

Compensation

Proposal based on an hourly compensation rate of $60/hour for Two Trumpets partners Lea Boyd and Peter Dugre.

Proposed Scope of Work

SOCIAL MEDIA

- **Platforms:** Nextdoor, Facebook
- **Frequency:** 4-6 posts weekly on each platform (content tailored to each platform or shared across multiple platforms as appropriate)
- **Content cultivation:** Regular communication with key city staff (department heads, program supervisors)
- **Report:** Monthly report on social media activity, trends, highlighted feedback from followers

Social Media	Hours	Monthly	Annual	Contract Total (2 years)
Information gathering/photography	40 hours/mo.	$2,400	$28,800	
Posting, monitoring	15 hours/mo.	$900	$10,800	
			Total **$39,600**	**$79,200**

Deliverable

- Frequent, consistent public engagement
- Content that strikes a balance between city news and promotion
- Enhanced awareness of city operations and scope of city involvement
- Establishment of multiple pipelines to communicate vital and time-sensitive information to residents

EMAIL NEWSLETTER

- Produce and disseminate monthly email newsletter highlighting recent accomplishments, city project updates, and upcoming events and meetings
- Redesign newsletter to include 4-6 main items with photos, along with 3-5 sidebar items
- Create approachable, informative content: each item will include an engaging image and a short synopsis with a link to more information (web pages or news items)

Email Newsletter	Hours	Monthly	Annual	Contract Total (2 years)
Monthly publication	20 hours/mo.	$1,200	$14,400	$28,800

Deliverable

- Provide residents with a regular stream of high-quality city news that increases public awareness of upcoming projects and events, explains policy changes, and showcases capital improvements
- Reach a unique audience that isn't using social media, and inform social media followers with more in-depth information.

WEBSITE

- Work with city staff and web designer to refine vision for new website
- Rewrite outdated material, introduce new material (city council/department director bios, improved events calendar, garden park page, etc.)
- Gather and photograph compelling visuals to pair with written content

Website	Hours	Monthly	Annual	Contract Total (2 years)
July/Aug. content creation	25 hours		$1,500	
Monthly updates	5 hours/mo.	$300	$3,600	
			Total $5,100	**$10,200**

Deliverable

- User-friendly website that presents concise, up-to-date information that is visually compelling and simple to navigate.

Investment

Communications Project	Annual Cost	Contract Total
Social Media	$39,600	$79,200
Email Newsletter	$14,400	$28,800
Website	$5,100	$10,200
	Total $59,100	**$118,200**

Payment agreement:
Two Trumpets Communications will invoice monthly for hours completed.

Subcontracted services shall be invoiced to the City of Carpinteria unless alternative arrangements are discussed at the initiation of this agreement.

Attachment E

ADDITIONAL SERVICES

I. Scope of Work

Additional Services to the City of Carpinteria shall be expanded to create informational and media content focusing on City services, programs, and outreach necessitated by the COVID-19 pandemic.

A. Social Media
Platforms: Nextdoor, Facebook
Frequency: 6-14 weekly posts

B. Email Newsletter
Produce and disseminate a weekly email newsletter describing City's response to COVID-19.

C. Spanish Newsletter
Produce and disseminate a weekly Spanish newsletter describing City's response to COVID-19.

D. COVID-19 Community Hub
Create and update content to the City of Carpinteria website's "COVID-19 Community Hub"

E. Press Releases
Prepare press releases related to COVID-19

F. City Signage
Produce signage for City COVID-19 Communications

G. Planning Sessions
Participate in committee/planning sessions

II. Compensation

Two Trumpets partners Lea Boyd and Peter Dugre shall be compensated at an hourly rate of $60/hour. Subcontracted services must receive advance written notice and ratification from the City. Additional Services **SHALL NOT EXCEED** $17,000.

2019-028

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT FOR CONSULTANT SERVICES ("**Agreement**") is made and effective as of the 1st day of July, 2019 by and between the City of Carpinteria, a municipal corporation ("**City**"), and Two Trumpets Communications, LLC ("**Consultant**") (collectively, the "**Parties**") at Carpinteria, California, with reference to the following facts:

A. City has determined that it is necessary and appropriate to engage a design professional to carry out the services described herein; and

B. Consultant has represented itself as being fully qualified and available to perform the consultant services necessary to complete the work in a timely manner; and

C. City desires to contract with Consultant and Consultant is willing to perform the consultant services, subject to the terms and conditions of this Agreement.

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

1. **SERVICES.**

1.1 **Basic Services**. City hereby retains Consultant to perform the services described and set forth in the attached Exhibit A ("**Basic Services**"), which is incorporated by this reference as though set forth in full. Consultant hereby agrees to perform said services within the designated time frames and accepts this retention. Consultant shall complete the Basic Services according to a schedule of performance which is also set forth in Exhibit A. The Parties agree and acknowledge that time is of the essence in performance of this Agreement.

1.2 **Additional Services**. In addition to the Basic Services, City may elect to have Consultant perform additional services that are beyond the current scope of the Basic Services, but within the expertise of Consultant ("**Additional Services**"). Such Additional Services shall be mutually agreed to in advance and specified in a writing, which shall also specify the basis for the Consultant's fee for such additional services. Basic Services and Additional Services are referenced collectively as "**Services.**"

2. **PERFORMANCE.**

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

2.2 **Labor and Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, tools, transportation and services necessary for the successful completion of the Services. Consultant shall give its attention and supervision to the fulfillment of the provisions of this Agreement by its employees and subcontractors and shall be responsible for the timely performance of the Services required by this Agreement.

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.

2.5 **Representations and Warranties.** Consultant represents and warrants to City that: (i) its fulfillment of its obligations and, as applicable, performance the Services under this Agreement, will not violate any applicable or breach any contracts with third parties and (ii) it has the right, power and authority to fulfill its obligations, and, as applicable perform the Services, and enter into this Agreement; (iii) the Services contemplated hereunder will be performed by adequately trained, competent personnel, in a professional manner, with such personnel having the requisite skill and expertise necessary to perform and complete the Services in accordance with industry standards and in accordance with the terms and conditions of this Agreement; and (iv) the Services and all deliverables provided hereunder will conform to the specifications agreed-to by the parties.

3. **TERM**. This Agreement shall be effective as of the date first above written and shall continue until all Services to be provided by Consultant are completed to the satisfaction of the City, but in no event later than the 30th day of June, 2020; unless terminated earlier as provided for herein.

4. **COMPENSATION.**

4.1 **Basic Services**. For Basic Services, City shall pay Consultant on a time and materials basis, not to exceed amount of fifty-nine thousand one hundred dollars ($59,100.00) as full compensation for all labor, materials, equipment, tools, transportation, and Services. This compensation shall be paid in accordance with the payment rates and schedule as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based on the actual time spent on the tasks and the actual price of the necessary materials.

4.2 **Additional Services**. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to the Basic Services, unless such 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 and any approved subcontractors performing Services under this Agreement shall have in full force and effect all licenses necessary for the performance of Services hereunder, including without limitation, business licensing from City, all at the sole cost of Consultant.

5. **RECORDS.**

5.1 **Financial Records**. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of Services under this Agreement. Consultant shall also maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.

5.2 **Access to Records**. Consultant shall 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 four (4) 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**. This Agreement may be terminated by either party for any reason upon ten (10) days prior written notice by the terminating party to the other party. In the event of a termination, the date of termination shall be deemed to be the first business day occurring after the expiration of the notice period. Upon receipt of said notice, Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise.

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

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

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

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

7. **DISPUTE RESOLUTION.** If any dispute, claim or disagreement shall arise relative to the interpretation or enforcement of this Agreement, the parties shall use commercially reasonable

efforts to settle the dispute, claim or disagreement. To this end, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such a solution within a period of thirty (30) days, then, upon notice by either party to the other, the dispute, claim or disagreement shall be submitted to final, binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitrator shall have the authority to assess arbitration costs and expenses against either or both parties. The decision in the arbitration shall be binding on all parties, and judgment on any arbitration award may be entered in any court of competent jurisdiction.

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

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

10. **RELEASE OF INFORMATION.**

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

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

11. **RELATIONSHIP TO CITY.**

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

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

11.3 **Consultant Duty to City**. Consultant understands and agrees that its responsibility to provide complete and accurate Services is owed solely to City and that its accountability under this contract shall likewise be solely to City and not to any City applicants or any other third person or entity.

11.4 **Interest of Consultant**. Consultant represents and warrants to City that it presently has no interests, and covenants that it shall not acquire any interests, direct or indirect, financial or otherwise, which would conflict with the performance of the services to be provided by Consultant under this Agreement. Consultant further covenants that, in the performance of this Agreement, no subcontractor or employee having such an interest shall be employed by Consultant. Consultant certifies that no one who has or will have any financial interest under this Agreement is: (a) an officer or employee of City, or (b). an officer or employee of the applicant and any of its consultants. Consultant agrees to comply with any applicable conflict of interest code.

11.5 **Undue Influence**. Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement or financial inducement. No officer or employee of City will receive compensation, directly or indirectly, from Consultant or any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to any and all remedies at law or in equity.

11.6 **Third Party Beneficiaries**. This Agreement is entered into solely for the benefit of the City and the Consultant and will not confer any rights upon any person not expressly a party to this Agreement.

12. **GENERAL PROVISIONS.**

12.1 **Assignment of Rights**. Contractor agrees to assign City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act or under the Cartwright Act arising from purchases of goods, services, or materials pursuant to this Agreement.

12.2 **Further Assurances**. City and Consultant each agree to cooperate with one another, to use their best efforts, to act in good faith, and to promptly perform such acts and execute such documents or instruments as are reasonably necessary and proper to consummate the transactions contemplated by this Agreement.

12.3 **Notices**. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if personally served or on the second day after mailing if mailed by first-class mail, registered or certified, return receipt requested, postage prepaid and properly addressed as follows:

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

To Consultant:
Lea Boyd / Peter Dugre
Two Trumpets Communications, LLC
1072 Casitas Pass Road, #113
Carpinteria, CA 93013
P: 805/698-3390 (Lea Boyd)
P: 805/453-4878 (Peter Dugre)

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

12.4 **Legal Responsibilities**. Consultant shall keep itself informed of state, federal and laws and regulations which in any manner affect those employed by it or in any way affect the performance of its Service pursuant to this Agreement. The Consultant shall reasonably observe and comply with such laws and regulations. The City and its officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

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

12.6 **Labor Conditions**. City is a public entity in the state of California, and therefore, City and Consultant are subject to the provisions of the Government Code and the Labor Code of the state of California. All provisions of law applicable to public contracts and/or this Agreement are incorporated herein by this reference and are made a part of this Agreement to the same extent as if they were fully stated in the Agreement and shall be complied with by Consultant.

12.7 **Labor Requirements**. Consultant shall abide by all federal and California laws and regulations regarding wages, including, without limitation, the Fair Labor Standards Act and the California Labor Code, which, in part, mandate that 8 hours' labor constitutes a legal days' work, and require Consultant to pay the general prevailing wage rates. The California statutory provisions for penalties for failure to pay prevailing wages will be enforced and the statutory provisions for penalties for failure to comply with California's wage and hour laws will be enforced. In addition, Consultant is required to comply with the statutory requirements relating to employment of apprentices. Consultant also must secure the payment of workers' compensation to its employees as provided by California law. Consultant acknowledges its obligation to secure payment of Workers' Compensation before beginning work as set forth in the attached Exhibit D ("Acknowledgement of Workers' Compensation Obligation") which is incorporated by this reference as through set forth in full. Additionally, Consultant is required to comply with all statutory requirements relating to certified payroll records, including the maintenance of the records, their certification, and their availability for inspection.

12.8 **Discrimination**. No person shall be excluded from employment in the performance of this Agreement on the grounds of race, creed, color, sex, age, marital status, sexual orientation or place of national origin. Consultant shall comply with all local, state, and federal laws relating to equal employment opportunity rights.

12.9 **Assignment**. Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of City, which shall have the sole discretion to consent to any proposed assignment. Because of the personal nature of the Services to be rendered pursuant to this Agreement, only Consultant shall perform the services described in this Agreement.

12.10 **Waiver**. No waiver of a provision of this Agreement shall constitute a waiver of any other provision, whether or not similar. No waiver shall constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

12.11 **Force Majeure**. Neither Consultant nor City shall be liable for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.

12.12 **Construction of Terms**. All parts of this Agreement shall in all cases be construed according to their plain meaning and shall not be construed in favor or against either of the parties. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, in whole or in part, the remainder of this Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated thereby. In the event of any provision shall be adjudged invalid, void or unenforceable, the parties hereto agree to enter into a supplemental agreement to effectuate the intent of the parties and the purposes of this Agreement.

12.13 **Controlling Law**. The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement, with venue proper only in the County of Santa Barbara, State of California.

12.14 **Authorization**. All officers and individuals executing this and other documents on behalf of the respective parties hereby certify and warrant that they have the capacity and have been duly authorized to execute said documents on behalf of the entities indicated.

12.15 **Entire Agreement**. This Agreement, along with its attached exhibits, which are incorporated herein by this reference, constitutes the entire Agreement between the parties and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. This Agreement may be altered, amended or modified only by a supplemental writing executed by the parties to this Agreement and by no other means. Each party waives any future right to claim, contest, or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreement, course of conduct, waiver or estoppel.

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

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

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

"CITY"
City of Carpinteria

By: _____
David Durflinger, City Manager

"CONSULTANT"
Two Trumpets Communications, LLC

By: _____
Lea Boyd, Partner

By: _____
Peter Dugre, Partner

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

EXHIBIT A

TWO TRUMPETS COMMUNICATIONS

Lea Boyd & Peter Dugre
lea@2trumpets.com • (805) 698-3390
peter@2trumpets.com • (805) 453-4878

Statement of Work

City of Carpinteria Communications Project

Project Overview

Project Name ..... City of Carpinteria Communications
Direct communication with ..... Asst. to City Manager Kevin Silk
Contract duration ..... July 2019 - June 2020

Compensation

Proposal based on an hourly compensation rate of $60/hour for Two Trumpets partners Lea Boyd and Peter Dugré.

Proposed Scope of Works

SOCIAL MEDIA

- **Platforms:** Nextdoor, Facebook
- **Frequency:** 4-6 posts weekly on each platform (content tailored to each platform or shared across multiple platforms as appropriate)
- **Content cultivation:** Regular communication with key city staff (department heads, program supervisors)
- **Report:** Monthly report on social media activity, trends, highlighted feedback from followers

Social Media	Hours	Monthly	Annual
Information gathering/photography	40 hours/mo.	$2,400	$28,800
Posting, monitoring	15 hours/mo.	$900	$10,800
			Total $39,600

Deliverable

- Frequent, consistent public engagement
- Content that strikes a balance between city news and promotion
- Enhanced awareness of city operations and scope of city involvement
- Establishment of multiple pipelines to communicate vital and time-sensitive information to residents

EMAIL NEWSLETTER

- Produce and disseminate monthly email newsletter highlighting recent accomplishments, city project updates, and upcoming events and meetings
- Redesign newsletter to include 4-6 main items with photos, along with 3-5 sidebar items
- Create approachable, informative content: each item will include an engaging image and a short synopsis with a link to more information (web pages or news items)

Email Newsletter	Hours	Monthly	Annual
Monthly publication	20 hours/mo.	$1,200	$14,400
			Total $14,400

Deliverable

- Provide residents with a regular stream of high-quality city news that increases public awareness of upcoming projects and events, explains policy changes, and showcases capital improvements
- Reach a unique audience that isn't using social media, and inform social media followers with more in-depth information.

WEBSITE

- Work with city staff and web designer to refine vision for new website
- Rewrite outdated material, introduce new material (city council/department director bios, improved events calendar, garden park page, etc.)
- Gather and photograph compelling visuals to pair with written content

Website	Hours	Monthly	Annual
July/Aug. content creation	25 hours		$1,500
Monthly updates	5 hours/mo.	$300	$3,600
			Total $5,100

Deliverable

- User-friendly website that presents concise, up-to-date information that is visually compelling and simple to navigate.

Investment

Communications Project	Annual Cost
Social Media	$39,600
Email Newsletter	$14,400
Website	$5,100
	Total $59,100

Payment agreement:
Two Trumpets Communications will invoice monthly for hours completed.

Subcontracted services shall be invoiced to the City of Carpinteria unless alternative arrangements are discussed at the initiation of this agreement.

EXHIBIT B

PAYMENT SCHEDULE (refer to Exhibit A)

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, volunteers and agents, using standard ISO endorsement No. CG 2010-0413. Consultant also agrees to require all contractors and subcontractors to do likewise.

2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.

3. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.

6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g., elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.

8. Certificate(s) are to reflect that the insurer will provide 30 (thirty) days notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.

10. Consultant agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.

11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to City.

13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

14. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.

15. Consultant will renew the required coverage annually as long as City or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.

16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.

17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.

18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be limiting or all-inclusive.

19. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.

20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

22. The City's failure to comply with reporting requirements should not affect coverage required under the Agreement.

23. The consultant's insurance is primary to that of any insurance claimed by the City.

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

EXHIBIT D

WORKERS' COMPENSATION REQUIREMENTS

The Consultant is required to sign and file a statement acknowledging its obligation to secure payment of Workers' Compensation before beginning work.

ACKNOWLEDGEMENT OF WORKERS' COMPENSATION OBLIGATION

I, Lea Boyd and Peter Dugre, hereby acknowledge our obligation to secure payment of Workers' Compensation before beginning work.

per requirements of the State of California.

Two Trumpets Communications, LLC

By: _____
Lea Boyd, Partner

By: _____
Peter Dugre, Partner

Dated: 6/27/2019

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
June 28, 2021

ITEM FOR COUNCIL CONSIDERATION

Appointment of City of Carpinteria Trustee Representative to the Mosquito and Vector Management District of Santa Barbara County.

STAFF RECOMMENDATION

Action Item X ; Non-Action Item ___

Approve the nomination of _____ to serve as the City Trustee Representative on the Mosquito and Vector Management District of Santa Barbara County.

Sample Motion: I move to approve the nomination of _____ to serve as the City of Carpinteria's Trustee Representative on the Mosquito and Vector Management District of Santa Barbara County.

BACKGROUND/DISCUSSION

The Mosquito and Vector Management District of Santa Barbara County (District) and its predecessors have provided mosquito control in the Carpinteria Valley since 1936. The District is a local government agency whose mission is to protect the public's health and safety from vectors and vector-borne diseases. The District is a tax supported agency and is governed by an eight-member Board of Trustees who are also residents of the District. Three trustees are appointed by the City Councils located within the benefit assessment areas of Goleta, Santa Barbara, and Carpinteria, the remaining five trustees are appointed by the County of Santa Barbara's Board of Supervisors.

At its meeting of January 11, 2021, the City Council appointed Timothy Buffalo to serve as Carpinteria's representative on the District's Board of Trustees. Mr. Buffalo later decided against serving and there is a current vacancy on the District's Board of Trustees is for a representative from the City of Carpinteria. The City has received applications from three interested individuals for Council's consideration. The applications are included in Attachment A.

POLICY CONSISTENCY

Appointments are made by the Mayor with the advice and consent of the City Council per Carpinteria Municipal Code §2.36.030.

FINANCIAL CONSIDERATIONS

There are no financial considerations presented with this report.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

There are no legal or risk management considerations presented with this report.

OPTIONS

1. Approve the nomination of one of the interested individuals to serve as the City Trustee Representative on the Mosquito and Vector Management District of Santa Barbara County.
2. The Council could choose not to approve the nomination of one of the interested individuals and direct staff as appropriate.

PRINCIPAL PARTIES EXPECTED AT MEETING

The interested individuals have been invited to attend the meeting.

ATTACHMENTS

Attachment A: Applications for Appointment to Mosquito and Vector Management District of Santa Barbara County

Staff contact:
Brian C. Barrett, Interim City Clerk
(805) 755-4446; brianb@ci.carpinteria.ca.us

Brian C. Barrett
Signature

Reviewed by: Dave Durflinger, City Manager
(805) 755-4400, daved@ci.carpinteria.ca.us

Signature

Attachment A

Applications for Appointment to Mosquito and Vector Management District of Santa Barbara County

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CITY OF CARPINTERIA
APPLICATION FOR APPOINTMENT TO A CITY BOARD, COMMISSION OR COMMITTEE

Please return to: City Clerk's Office
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013

BOARD, COMMISSION OR COMMITTEE APPLIED FOR:

MOSQUITO AND VECTOR MANAGEMENT

APPLICANT: STEPHEN JOYCE
Name

[redacted]
Address

Email [redacted]

Business Address

Phone Number(s) [redacted]

Are you a resident of the City of Carpinteria? YES

EXPERIENCE/ BACKGROUND:

B.Sc. in Chemistry, MBA from University of Cape Town.
Education

Travel Advisor
Present Occupation (Please describe any relevant past work experience)

Santa Barabara South Const Chamber of Commerce, Ventura Chamber of Commerce
Memberships in Organizations

Reasons why you believe you should be appointed (attach additional sheets if necessary):

well traveled and uncle business experience (over 50 years!) experience in Africa of effects of Malaria.

Please list City Commission/Committee/Board (including dates) you are currently serving on or have served on:

NONE

I, the undersigned, hereby certify that all the statements contained herein above, are true and correct to the best of my knowledge and belief. I understand that false statements in my application will disqualify me from service on any Commission/Committee/Board of the City of Carpinteria. **If appointed, I understand I will be responsible for filing an annual Statement of Economic Interests and fulfilling ethics training, and failure to do so in a timely manner may be cause for termination of position.** This application is a public document and is available for review.

THIS APPLICATION MUST BE SIGNED IN INK AND DATED

Signature 03/12/21
Date

Rev. 12/7/12

CITY OF CARPINTERIA
APPLICATION FOR APPOINTMENT TO A CITY BOARD, COMMISSION OR COMMITTEE

Please return to: City Clerk's Office
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013

BOARD, COMMISSION OR COMMITTEE APPLIED FOR:

Mosquito and Vector Management District of Santa Barbara County

APPLICANT: Albert Torres
Name

[redacted]
Address

[redacted]
Email

[redacted]
Business Address

[redacted]
Phone Number(s)

Are you a resident of the City of Carpinteria? Yes

EXPERIENCE/ BACKGROUND:

Santa Clara University, Bachelor of Arts in Marketing
Education

Code Compliance Officer, City of Goleta, Code Compliance Officer II, City of Carpinteria
Present Occupation (Please describe any relevant past work experience)

International Code Council (ICC), California Association of Code Enforcement Officers (CACEO)
Memberships in Organizations

Reasons why you believe you should be appointed (attach additional sheets if necessary):

For the past 16 years, I have worked as a Code Compliance Officer in Santa Barbara County. In those years, I have worked with MVMD staff members and have come understand and greatly appreciate the work that they do in protecting the health and safety of the public. I believe my experience in investigating and addressing health and safety concerns in our community will be an asset to MVMD in their mission of providing a full range of vector management services in Santa Barbara County.

Please list City Commission/Committee/Board (including dates) you are currently serving on or have served on:
None

I, the undersigned, hereby certify that all the statements contained herein above, are true and correct to the best of my knowledge and belief. I understand that false statements in my application willdisqualify me from service on any Commission/Committee/Board of the City of Carpinteria. **If appointed, I understand I will be responsible for filing an annual Statement of Economic Interests and fulfilling ethics training, and failure to do so in a timely manner may be cause for termination of position.** This application is a public document and is available for review.

THIS APPLICATION MUST BE SIGNED IN INK AND DATED

Albert Torres 3/18/2021
Signature Date

Rev. 12/7/12

CITY OF CARPINTERIA
APPLICATION FOR APPOINTMENT TO A CITY BOARD, COMMISSION OR COMMITTEE

Please return to: City Clerk's Office
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013

BOARD, COMMISSION OR COMMITTEE APPLIED FOR:

SANTA BARBARA County Mosquito Board

APPLICANT: Joe Franken

Name

[redacted] [redacted]

Address Email

[redacted]

Business Address Phone Number(s)

Are you a resident of the City of Carpinteria? YES - Since Mid-70s

EXPERIENCE/ BACKGROUND:

College Grad - BA (NJ State Univ) Long Term Care Admin.

Education

Skilled Nursing Administrator (Ret.) Woodland Farmer (Ret)

Present Occupation (Please describe any relevant past work experience)

NJ Farm Bureau - CA & NJ Health Care Assoc.

Memberships in Organizations

Reasons why you believe you should be appointed (attach additional sheets if necessary):

I have time available - familiar with budgets
Past executive experience - In farming
Familiar with pest control + state practices.

Please list City Commission/Committee/Board (including dates) you are currently serving on or have served on:

Carpinteria Beautiful - Secretary in the 80s

I, the undersigned, hereby certify that all the statements contained herein above, are true and correct to the best of my knowledge and belief. I understand that false statements in my application will disqualify me from service on any Commission/Committee/Board of the City of Carpinteria. **If appointed, I understand I will be responsible for filing an annual Statement of Economic Interests and fulfilling ethics training, and failure to do so in a timely manner may be cause for termination of position.** This application is a public document and is available for review.

RECEIVED
MAR 19 2021
CITY OF CARPINTERIA

THIS APPLICATION MUST BE SIGNED IN INK AND DATED

Franken 3-19-21

Signature Date

Rev. 12/7/12

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
June 28, 2021

ITEM FOR COUNCIL CONSIDERATION

Introduction (first reading) of Ordinance No. 748, adding Chapter 2.45 of Title 2 of the Carpinteria Municipal Code Relating to the Electronic Filing of Campaign Disclosure Statements and Statements of Economic Interest and Waive Further Reading.

STAFF RECOMMENDATION

Action Item X; Non-Action Item ___

Approve Ordinance No. 748, as read by title only (first reading).

Sample Motion: I move to approve Ordinance No. 748, waive further reading, as read by title only, and continue for adoption to July 12, 2021.

(This motion requires reading of Ordinance title and a roll call vote.)

BACKGROUND

The California Political Reform Act requires the filing of campaign disclosure statements by any person or combination of persons who will be raising or spending money in local elections, including but not limited to, local candidates for elective office, or those supporting or opposing local candidates or ballot measures. It also requires all elected and appointed officials and designated employees to file statements of economic interest with the local filing officer (the City Clerk).

Since the enactment of the Political Reform Act of 1974, candidates and committees have complied with the filing requirements by filing paper copies of campaign statements and reports. On January 1, 2013, Assembly Bill 2452 went into effect adding California Government Code Section 84615, which allows a local agency to require online or electronic filing for an elected officer, candidate, committee, or other person who is required to file statements, reports, or other documents under the Political Reform Act, so long as the filer receives contributions or makes expenditures totaling two thousand dollars ($2,000) or more in a calendar year.

Since its passage, many local agencies throughout California have chosen to enact paperless filing as a courtesy to their campaign filers, to increase staff efficiency, to increase public access to such statements, and to help reduce the use of paper. Further, the Fair Political Practices Commission supports and encourages efforts to move from a paper-based reporting system to a more transparent electronic system.

The purpose of this agenda matter is for the City Council to consider requiring electronic filing of campaign disclosure statements and statements of economic interest.

DISCUSSION

The City currently receives all filings in hardcopy format. The staff time required to notify, assist and obtain compliance with filers, respond to public inquiries, and fulfill legal requirements is significant. California Government Code section 84615 allows local agencies to mandate these filings be made electronically. In order to implement this change, the City Council must provide an online system that complies with standards adopted by the California Secretary of State and adopt an ordinance mandating the use of the electronic system.

The City entered into a four-year subscription agreement with Granicus on February 2, 2021. Granicus is an approved vendor of the online filing system and is fully compliant with the requirements of the California Secretary of State. Staff recommends that the Council approve the first reading of Ordinance No. 748 and continue to adoption at the Council meeting of July 12, 2021, in order to implement an electronic filing system.

The benefits of an electronic filing system include:

- The City offers this program at no expense to filers and to the public for viewing files
- Generates automatic email notifications to filers
- Notifies filers of errors and omissions, and prompts correction prior to submittal, alleviating the need for amendments
- Allows for detailed report building
- Automatically redacts information allowing the documents to be accessible online
- Allows filers to comply with regional filings with the submittal of one form
- Increases public access and transparency by providing immediate access to filed campaign disclosure statements and statements of economic interest
- Ensures the integrity of the data transmitted and includes safeguards against tampering or altering data
- Campaign disclosure statements would instantly post to the City's website the same day as filed

POLICY CONSISTENCY

The proposed Ordinance is consistent with the Political Reform Act of 1974 as amended, in particular, Section 84615 of the California Government Code.

FINANCIAL CONSIDERATIONS

The cost of the agreement with Granicus has been included in this year's adopted budget and the remaining three years of the agreement will be included in the respective budgets for the following three fiscal years. After that, staff will evaluate the agreement for renewal.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The City Attorney's Office has reviewed the proposed Ordinance.

OPTIONS

1. Approve Ordinance No. 748, as read by title only (first reading) – Staff Recommendation.
2. The Council could choose to not approve Ordinance No. 748 and direct staff as appropriate.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

ATTACHMENTS

Attachment A: Proposed Ordinance No. 748

Staff contact:
Brian C. Barrett, Acting City Clerk
(805) 755-4446; brianb@ci.carpinteria.ca.us

Brian C. Barrett
Signature

Reviewed by: Dave Durflinger, City Manager
(805) 755-4400, daved@ci.carpinteria.ca.us

Signature

Attachment A

Proposed Ordinance No. 748

ORDINANCE NO. 748

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA, CALIFORNIA ADDING CHAPTER 2.45 OF TITLE 2 OF THE CARPINTERIA MUNICIPAL CODE RELATING TO THE ELECTRONIC FILING OF CAMPAIGN DISCLOSURE STATEMENTS AND STATEMENTS OF ECONOMIC INTEREST

WHEREAS, since the enactment of the Political Reform Act, elected officials, candidates, committees, and designated staff members and consultants, have complied with filing requirements by filing paper copies of campaign statements and statements of economic interests.

WHEREAS, the City of Carpinteria ("City") Clerk's Office has expended a significant amount of time notifying filers of filing deadlines, tracking filings, and making the paper copies accessible to the public.

WHEREAS, in 2012, Assembly Bill 2452 was passed authorizing local jurisdictions to require the filing of campaign statements and reports solely in electronic format. The provisions of Assembly Bill 2452 are codified in California Government Code Section 84615.

WHEREAS, California Government Code Section 84615 requires the Council to adopt an ordinance approving the use of online or electronic filing before implementation of an online or electronic filing system.

WHEREAS, The City has evaluated the use of online or electronic filing systems and finds that certain online or electronic filing system vendors, such as Southtech Systems offered through Granicus, operate securely, effectively, and in a manner that would not unduly burden filers.

WHEREAS, the City has entered into an agreement with Granicus, a vendor approved by the California Secretary of State, to provide an online electronic filing system for campaign disclosure statements and statements of economic interest.

WHEREAS, the City Council desires to amend Title 2 of the Carpinteria Municipal Code to add a new chapter relating to electronic filing of campaign disclosure statements and statements of economic interest.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CARPINTERIA DOES ORDAIN AS FOLLOWS:

SECTION 1.INCORPORATION OF RECITALS

The above recitals are true and correct and are incorporated herein, and are each relied upon independently by the City Council for its adoption of this Ordinance.

SECTION 2. ADDITION OF CHAPTER 2.45 TO THE CARPINTERIA MUNICIPAL CODE

Chapter 2.45 entitled "Electronic Filing of Campaign Disclosure Statements and Statements of Economic Interest" is hereby added to Title 2, "Administration and Personnel" of the Carpinteria Municipal Code to read as follows:

"Chapter 2.45
Electronic Filing of Campaign Disclosure Statements and
Statements of Economic Interests

Section 2.45.010 – Electronic filing of campaign statements and statements of economic interest

A. Any elected officer, candidate, committee or other person required to file statements, reports, or other documents required by Chapter 4 (commencing with Section 84100 of the California Government Code), must file those statements, reports, or other documents online or electronically with the City Clerk. However, an elected officer, candidate, committee or other person who receives contributions totaling less than Two Thousand Dollars ($2,000.00) and makes expenditures totaling less than Two Thousand Dollars ($2,000.00) in a calendar year is not subject to the requirements of this section.

B. Once any elected officer, candidate, committee or other person files a statement, report, or other document electronically pursuant to subsection A, all future statements, reports, or other documents on behalf of that filer shall be filed electronically.

C. Any person holding a position in California Government Code Section 87200 or designated in the City's conflict of interest code adopted pursuant to California Government Code Section 83700 shall file any required Statement of Economic Interest reports (Form 700) online or electronically with the City Clerk.

D. In any instance in which an original statement, report or other document must be filed with the California Secretary of State and a copy of that statement, report or other document is required to be filed with the City Clerk, the filer may, but is not required to, file the copy electronically.

E. If the City Clerk's electronic system is not capable of accepting a particular type of statement, report or other document, an elected officer, candidate, committee or other person must file that document with the City Clerk in an alternative format.

F. The City Clerk shall maintain, for a period of at least Ten (10) years commencing from the date filed, a secured, official version of each online or electronic

statement, report, or other document, which shall serve as the official version of that record for purpose of audits."

SECTION 3. EFFECTIVE DATE

Pursuant to California Government Code Section 36937, this Ordinance shall take effect and be in force and effect thirty (30) days from and after its passage; and before the expiration of fifteen (15) days of its passage shall be published once with the names of the members of the City Council voting for and against the same in the Coastal View, a newspaper of general circulation, published in the City of Carpinteria, County of Santa Barbara.

SECTION 4. SEVERABILITY

If any section, subsection, sentence, clause, phrase or word of this Ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decisions shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed and adopted this Ordinance, and each and all provisions hereof, irrespective of the fact that one or more provisions may be declared invalid.

SECTION 5. CEQA EXEMPTION

The City Council finds that this Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines §15060(c)(3) (this activity is not a "project" as defined in §15378) and §15060(c)(2) (this activity will not result in a direct or reasonably foreseeable change in the environment).

SECTION 6. CLERK CERTIFICATION

The City Clerk shall certify to the passage and adoption of this Ordinance.

PASSED, APPROVED AND ADOPTED on July 12, 2021, by the following vote:

AYES: COUNCILMEMBER(S):

NOES: COUNCILMEMBER(S):

ABSENT: COUNCILMEMBER(S):

ABSTAIN: COUNCILMEMBER(S):

_____
Mayor, City of Carpinteria

ATTEST:

_____
Acting City Clerk, City of Carpinteria

I hereby certify that the foregoing Ordinance was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of Carpinteria held on July 12, 2021.

_____
Acting City Clerk, City of Carpinteria

APPROVED AS TO FORM:

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

Home > Policy & Advocacy > Action Center

Action Center

Welcome to the Action Center, where you can find a list of current legislative proposals that need your advocacy!

The League of California Cities is its strongest when joined by the voices of members and coalition partners. Cal Cities' legislative and regional public affairs teams are here to work hand-in-hand with members to protect local control and stand up for city interests.

Should you have any questions or would like to recieve a copy of the Action Alert, please contact your Regional Public Affairs Manager.

We appreciate your support!

*** **NOTE** ***

The Legislature has a recently changed letter submission process that requires
ALL LETTERS TO BE UPLOADED INTO A NEW ELECTRONIC PORTAL.
The portal will automatically send letters to the author's office and the committee(s) of jurisdiction.

1. Please visit https://calegislation.lc.ca.gov/advocates/ to create an account and upload this letter. If you are having difficulty accessing the portal, please contact Meg Desmond at mdesmond@cacities.org.
2. In addition to submitting the letter through the portal, please send a physical copy to your Legislator(s), and and email a copy to cityletters@cacities.org, as well as your Regional Public Affairs Manager.

2021-22 State Budget Request for California Cities. The Legislature's proposed budget deal provides significant resources for cities to address generational crises, but more resources are needed to support recovery from COVID-19 in all cities. City leaders should continue to urge lawmakers to appropriate at least $10 billion to help cities recover from the pandemic, bolster investment towards meaningful solutions to homelessness, improve housing affordability, and advance critical infrastructure.
State Budget Sample City Letter

Organic Waste State Budget Ask. Cal Cities is requesting $225 million for local assistance to cities and counties for local organic waste recycling program development and initial implementation activities. State funding is needed to ensure that cities can get their SB 1383

program up and running quickly, but also to soften the rate increases local governments will need to make to pay for the program.
Organic Waste Budget Ask Sample City Letter

AB 215 (Chiu) Housing element: regional housing need: relative progress determination. This bill would create a new, mid-cycle regional housing needs progress determination process and mandates cities and counties with "low progress" in meeting those housing targets to consult with the California Department of Housing and Community Development (HCD) and adopt pro-housing policies.
AB 215 Sample City Opposition Letter

SB 9 (Atkins) Housing and development: approvals. This bill would require a local government to ministerially approve a housing development containing two residential units in single-family residential zones.
SB 9 Sample City Opposition Letter

SB 278 (Leyva) PERS Disallowable Compensation. This bill will require public agencies to directly pay retirees and/or their beneficiaries, disallowed retirement benefits using general fund dollars.
SB 278 Sample City Opposition Letter

SB 619 (Laird) Organic waste: reduction regulations. This bill would prohibit CalRecycle from imposing penalties against local jurisdictions that have not met the organic waste recycling requirements pursuant to SB 1383 (Lara), Chapter 395, Statutes of 2016 before January 1, 2023, unless the jurisdiction did not make a reasonable effort to comply.
SB 619 Sample City Letter

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Upcoming legislative hearings on bills of interest to cities, June 17-24

Hundreds of bills are working their way through their respective policy committees in the state Legislature over the next few weeks, including more than a dozen bills that would impact cities that the League of California Cities is actively advocating on, most notably SB 9 (Atkins), SB 619 (Laird), SB 278 (Leyva), AB 603 (McCarty), SB 28 (Caballero), and SB 341 (McGuire).

SB 9 (Atkins) — which was highlighted in a recent Action Alert — would require local governments to ministerially approve housing development containing two residential units in single-family residential zones, as well as urban lot splits. Cal Cities opposes the measure due to the significant disruption it will create for cities already trying to implement state-certified housing plans. **Assembly Housing and Community Development Committee , Tuesday, June 22 at 1:30 p.m.**

SB 278 (Leyva) would require public agencies and schools to directly pay retirees and/or their beneficiaries disallowed retirement benefits using general funds and Proposition 98 dollars. It would also place 100% of the total liability for such overpayments on public agencies. Cal Cities opposes the measure for several reasons, including the negative fiscal impact it may have on cities, the potential compliance issues it may cause, and its constitutionality. **Public Employment and Retirement Committee, Wednesday, June 23 at 1:30 p.m.**

Several bills with positive effects for cities are being considered. **SB 619 (Laird)** would help local governments implement SB 1383 (Lara, 2016) and the subsequent CalRecycle regulations. The new regulations will likely lead to increased solid waste and recycling rates. Many cities are still reeling from the economic impact of COVID-19 and need more time and flexibility to implement the regulations. **Senate Natural Resources Committee, Wednesday, June 23 at 9 a.m.**

Relatedly, **SB 341 (McGuire)** would require the Office of Emergency Services (Cal OES), in coordination with the California Public Utilities Commission (CPUC), to adopt regulations for public outage maps maintained by telecommunications providers on their websites. It would also require telecommunications providers to maintain backup services for at least 72 hours. As California faces what has become a nearly year-round fire season, measures like SB 341 are a must for communities in high-risk areas. **State Assembly Communications and Conveyance Committee, Wednesday, June 23 at 1:30 p.m.**

Similarly, **SB 28 (Caballero)** — which Cal Cities supports — would expand the authority of the California Public Utilities Commission (CPUC) to regulate cable providers. COVID-19 highlighted the importance (and lack) of reliable and affordable broadband services for many cities and their residents. In addition to spurring economic development, SB 28 would ensure more granular data on actual locations served by providers and broadband build-out to unserved and underserved communities. **State Assembly Communications and Conveyance Committee, Wednesday, June 23 at 1:30 p.m.**

Finally, Cal Cities opposes **AB 603 (McCarty)**, which would require agencies to post online, annually, details about money spent on law enforcement-related settlements and judgments. Posting this information publicly would not provide an accurate picture of law enforcement interactions and conduct, and potentially creates potentially significant administrative costs. **Senate Public Safety Committee, June 22 at 9 a.m.**

A full list of upcoming bills that benefit or harm cities is below. All legislative policy committee hearings are televised. Audio and video links can be found on the Senate and Assembly websites, where they publish weekly television schedules online.

Monday, June 21

Assembly Revenue and Taxation, upon adjournment of Session, State Capitol, Room 4202

- **SB 219 (McGuire)** Property taxation: delinquent penalties and costs: cancellation: public health orders | Cal Cities position: Support
- **SB 555 (McGuire)** Local agencies: transient occupancy taxes: short-term rental facilitator: collection | Cal Cities position: Oppose Unless Amend

Assembly Transportation, upon adjournment of Session, Assembly Chamber

- **SB 640 (Becker)** Transportation financing: jointly funded projects | Cal Cities position: Support

Tuesday, June 22

Assembly Judiciary, 9 a.m., State Capitol, Room 4202

- **SB 323 (Caballero)** Local government: water or sewer service: legal actions | Cal Cities position: Support

Senate Public Safety, 9 a.m., State Capitol, Room 4203

- **AB 603 (McCarty)** Law enforcement settlements and judgments: reporting | Cal Cities position: Oppose

Assembly Housing and Community Development, 1:30 p.m., State Capitol, Room 4202

- **SB 9 (Atkins)** Housing development: approvals | Cal Cities position: Oppose

Senate Judiciary, 1:30 p.m., Senate Chamber

Senate Judiciary, 1:30 p.m., Senate Chamber

- **AB 332 (Committee on Environmental Safety and Toxic Materials)** Hazardous waste: treated wood waste: management standards | Cal Cities position: Support

Wednesday, June 23

Senate Natural Resources, 9 a.m., State Capitol, Room 4202

- **SB 1 (Atkins)** Coastal resources: sea level rise | Cal Cities position: Support
- **SB 619 (Laird)** Organic waste: reduction regulations | Cal Cities position: Support

State Assembly Communications and Conveyance, 1:30 p.m., State Capitol, Assembly Chamber

- **SB 28 (Caballero)** Rural Broadband and Digital Infrastructure Video Competition Reform Act of 2021 | Cal Cities position: Support
- **SB 341 (McGuire)** Telecommunications service: outages | Cal Cities position: Support

Public Employment and Retirement, 1:30 p.m. - State Capitol, Room 437

- **SB 270 (Durazo)** Public employment: labor relations: employee information | Cal Cities position: Oppose
- **SB 278 (Leyva)** Public Employees' Retirement System: disallowed compensation: benefit adjustments | Cal Cities position: Oppose

Thursday, June 24

Senate Governance and Finance, upon adjournment of Session, State Capitol, Room 4203

- **AB 602 (Grayson)** Development fees: impact fee nexus study | Cal Cities position: Oppose Unless Amend

Senate Transportation, upon adjournment of Insurance Committee, Senate Chamber

- **AB 1035 (Salas)** Department of Transportation and local agencies: streets and highways: recycled materials | Cal Cities position: Oppose Unless Amend

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SB 9 advances out of Assembly Local Government Committee despite strong Cal Cities opposition

June 9, 2021

The League of California Cities delivered the lead opposition testimony against SB 9 (Atkins) in today's Assembly Local Government Committee.

Despite robust opposition from city officials, local government advocates, community advocates, and others, the committee passed SB 9 on a 5-1 vote, with two abstentions.

SB 9, as presently drafted, would require cities to ministerially approve, without condition, discretion, or public input, a housing development containing two residential units on an individual parcel in single-family neighborhoods. Additionally, this measure would require local governments to ministerially approve an urban lot split, thus creating two independent lots that may be sold separately.

Nearly all cities are currently updating their housing plans to identify sites for more than two million new homes throughout California over the next eight years. SB 9 is a top-down, one-size-fits-all approach to land use policy that would disregard this process and mandate more housing in existing single-family zones without any evidence that this measure would result in more affordable housing.

By forcing unproven policies upon cities that would undermine local planning, change the rules mid-stream, or conflict with the myriad of new housing laws recently passed that cities are now implementing, SB 9 is certain to cause disruption to cities trying to implement their state-certified housing plans.

Jason Rhine, Cal Cities Assistant Legislative Director, delivered the opposition testimony on behalf of California cities. "We can all agree that housing affordability and homelessness are among the most critical issues facing California cities," said Rhine. "Unfortunately, SB 9 will not spur much needed housing construction in a manner that supports local flexibility, decision making, and community input."

State-driven ministerial or by-right housing approval processes, like the ones outlined in SB 9, fail to recognize the extensive public engagement associated with developing and adopting zoning ordinances and housing elements that are certified by the California Department of Housing and Community Development.

"SB 9 would ignore this long-standing, state-mandated housing planning process and instead force

cities to approve new housing that may conflict with certified housing plans," said Rhine.

Cal Cities has worked with the author and her staff for several months on amendments that would have addressed cities' primary concerns with the bill. These proposed amendments included:

- Clarify that a property owner using SB 9 is limited to constructing two residential units, not two residential units and additional accessory dwelling units (ADUs) on the same parcel.
- Require a housing developer to acquire a building permit within one year of a lot split, so that speculators do not sell lots and never build homes.
- Allow local governments to require adequate access for police, fire, and other public safety vehicles and equipment.
- Prohibit developers from using SB 9 in very high fire hazard severity zones.
- Allow cities to determine a range of lot sizes suitable for SB 9 development projects.
- Ensure HCD provides Regional Housing Needs Allocation (RHNA) credit for production of SB 9 units.
- Allow local governments to take into account local conditions such as hillsides, lot dimensions, natural hazards, available infrastructure, etc. when approving or denying housing project applications.
- Allow local governments to continue to determine parking standards.
- Ensure large-scale investors and builders do not exploit SB 9 provisions.

No agreement was reached, and as a result, Cal Cities changed its position on SB 9 from oppose unless amended to oppose. More than 175 cities have submitted letters of opposition or oppose unless amended since the bill's introduction.

SB 9 now moves to the Assembly Housing and Community Development Committee. Cal Cities urges all cities to call or submit a letter to their Assembly Members and urge them to oppose SB 9 and uphold local government decision-making and community involvement in housing plans.

A sample letter as well as Cal Cities' opposition letter and bill language can be found at www.cacities.org/billsearch by plugging SB 9 into the search function.

Governor grants Cal Cities' request for continued Brown Act flexibility

June 2, 2021

In an effort to provide local governments adequate time to prepare for in-person public meetings while remaining in compliance with the Brown Act, Gov. Gavin Newsom announced that Executive Order N-29-20 will remain in effect after the June 15 reopening plan.

The announcement came in response to a request by a local government coalition, which included the League of California Cities.

In a May 18, 2021 letter to the Governor, the coalition requested guidance on how local government agencies should proceed with Executive Order N-29-20 following the Blueprint's conclusion. The Executive Order provides local government agencies with the necessary flexibility to conduct business meetings in a virtual format.

Today, in response to the local government coalition request, the Governor announced that the Executive Order will not terminate on June 15, and all local government agencies can continue to conduct virtual public meetings as needed. The additional time will allow local governments to modify or keep any pandemic-era changes and provide sufficient notice to the public, honoring city obligations to prioritize access and transparency, along with the safety of the public.

The Administration also noted that they would work with Cal Cities and the other local government stakeholders to provide appropriate notice about the Executive Order's eventual discontinuation, which would allow cities to adequately prepare and meet the Brown Act requirements. This guidance is welcome news, as it will allow cities to continue their existing business meeting practices until there is additional guidance on the unwinding process of the Executive Order.

For any questions, please email Cal Cities at covid-19@cacities.org.