City of Carpinteria
City Council Regular Meeting Agenda
Monday, February 28, 2022
Council Chamber, 5775 Carpinteria Avenue

5:30 p.m. Regular Meeting
In-Person and Virtual Participation Options

IN RESPONSE TO THE GOVERNOR'S ISSUANCE OF EXECUTIVE ORDER N-07-21, WHICH FORMALLY RESCINDED CALIFORNIA'S STAY-AT-HOME ORDER ISSUED LAST IN MARCH 2020, EXECUTIVE ORDER N-08-21, AND SANTA BARBARA COUNTY HEALTH OFFICER ORDER 2021-10.3, THE CITY OF CARPINTERIA HAS MADE THE DECISION TO PROVIDE BOTH IN-PERSON AND VIRTUAL ATTENDANCE AND PARTICIPATION OPTIONS AVAILABLE FOR THIS MEETING.

To minimize the potential spread of the COVID-19 virus, the County of Santa Barbara is requiring all individuals to wear face coverings while inside City Council Chambers, regardless of vaccination status.

Attendance/Viewing Options:

- Attend the in-person meeting in City Council Chambers at City Hall (5775 Carpinteria Ave.) Please note that, per Health Officer Order 2021-10.3, the County of Santa Barbara requires all individuals to wear face coverings while indoors, regardless of vaccination status.
- View the meeting live through the City's website (https://carpinteria.ca.us/city-hall/agendas-meetings) on your computer, tablet or smartphone.
- View the meeting on Government Access Television Channel 21 (broadcast live and rebroadcast on the Wednesday and the Saturday following the meeting at 8:00 p.m. and 5:00 p.m., respectively).
- Call 669-900-9128 (and enter Webinar ID 889 0390 2262) to listen to the meeting on your phone.
- Join the City's Zoom webinar from your computer, tablet, or smartphone by CLICKING HERE. Alternatively, you can join the Zoom webinar by logging on to www.zoom.us, downloading the application, selecting "Join Meeting", and entering Webinar ID 889 0390 2262.

Public Comments

- Provide a live public comment during the in-person meeting in City Council Chambers at City Hall (5775 Carpinteria Ave.). Please note the City has the discretion to limit both the overall and individual speaker time for any meeting or

agenda matter. Typically, the Council's practice has been to limit each speaker to three minutes.

- Coordinate with the City Clerk to provide a live public comment (as either a general public comment or on a specific agenda item) by phone by sending an email to PublicComment@ci.carpinteria.ca.us by **12:00 P.M. on the day of the meeting** and including 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 telephonically. 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.
- Provide a live comment through the City's Zoom webinar platform (through the link provided above). To make public comments through this platform please use the "raise your hand" feature to notify staff that you would like to make a public comment during designated public comment times. Once it is your turn to provide a public comment, staff will unmute your microphone and you will be given a designated amount of time to provide your comment (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.
- Submit a written comment (as either a general public comment or on a specific agenda item) to be distributed to Council Members by **12:00 P.M. on the day of the meeting** by either submitting your comment via (1) email to PublicComment@ci.carpinteria.ca.us, or (2) the **eComment** link on the City's agenda website (https://carpinteria.ca.us/city-hall/agendas-meetings). Please reference the agenda item to which your comment pertains. Note that written comments will not be read into the record during the meeting.

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

Additionally, as the situation with COVID-19 continues to evolve, the City will provide updates on 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.

Also, please note that Spanish interpretation will be available at the in-person meeting (but will not be available through the City's Zoom webinar).

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS

1. Proclamation Designating Sunday, March 13, 2022 as California Arbor Day in the City of Carpinteria.

2. Proclamation Designating the Month of March 2022 as “Women’s History Month”.

3. Adoption of Resolution No. 6103, recognizing and commending Pedro Castro Lopez for outstanding service to the Carpinteria Community.

4. Special City Council Commendation to Retiring Tree Advisory Board Chair Julie Broughton.

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. The audio-visual system in the Council Chamber is not available for speaker use during the general Public Comment period.

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:

5. Approve the minutes of the regular City Council meeting of February 14, 2022.

6. Receive and file the Expenditures for the period beginning February 5, 2022 and ending February 18, 2022.

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

8. Receive and file the Contracts Executed by the City Manager on behalf of the City for the Period of January 18, 2022 through February 21, 2022.

9. Authorize the Sublease Agreement with VNA Health, for 220 square feet of interior building space at the Carpinteria Veterans Memorial Building located at 941 Walnut Avenue.

ADMINISTRATIVE MATTERS:

10. Status Report of the Carpinteria Skate Park Project.

    Recommendation: Receive the status report of the Carpinteria Skate Park Project and direct staff as determined appropriate.

    Staff Presenter: John L. Ilasin, Public Works Director

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

11. Amendment No. 3 to the Memorandum of Understanding with the Santa Barbara County Association of Governments for the Rincon Multi-Use Trail Project.

Recommendation: Authorize the Mayor to execute Amendment No. 3 to the Memorandum of Understanding with the Santa Barbara County Association of Governments for the Rincon Multi-Use Trail Project.

Staff Presenter: John L. Ilasin, Public Works Director

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

12. Amendment No. 2 to the Agreement with Bengal Engineering, Inc. for the Rincon Multi-Use Trail Project.

Recommendation: Authorize the City Manager to execute Amendment No. 2 to the Agreement with Bengal Engineering, Inc. for consulting design services for the Rincon Multi-Use Trail Project in an amount not-to-exceed $315,626 for a total amended agreement amount of $1,593,520. *(This motion requires a roll call vote.)*

Staff Presenter: John L. Ilasin, Public Works Director

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

13. Amendment No. 3 to the Agreement with Dudek for the Rincon Multi-Use Trail Project.

Recommendation: (1) Authorize the City Manager to execute Amendment No. 3 to the Agreement with Dudek to complete the CEQA documentation for the Rincon Multi-Use Trail Project in an amount not-to-exceed $27,470 for a total amended agreement amount of $228,900. (2) Authorize a budget increase of $343,096 to Capital Improvements Project Fund Expense Account No. 301-403-5780 for Project PK-19-004-5783 and a budget appropriation of $343,096 to Capital Improvement Project Fund Revenue Account No. 301-403-4380 for Project PK-19-004-4380. *(This motion requires a roll call vote.)*

Staff Presenter: John L. Ilasin, Public Works Director

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

14. Agreement with ZWorld GIS for Mapping and Geographic Information Systems Services.

Recommendation: Authorize the City Manager to execute the Agreement with ZWorld GIS for mapping and geographic information system services in an amount not-to-exceed $35,724. *(This motion requires a roll call vote.)*

Staff Presenter: John L. Ilasin, Public Works Director

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

PUBLIC HEARING:

15. City Council District Maps review, including presentation on four draft plans created by Redistricting Partners for Council review and feedback, and selection of a proposed final plan for consideration of adoption at the City Council meeting of March 28, 2022.

    Recommendation: Consider the four draft plans and provide direction to staff and consultant on a proposed final plan for consideration of adoption at the City Council meeting of March 28, 2022.

    Staff Presenter: Olivia Uribe Mutal, Program Manager

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

OTHER BUSINESS:

16. Bob Hansen Creeks Preservation Program Annual Report

    Recommendation: Receive a presentation on City efforts to protect and restore City creek resources as part of the Bob Hansen Creeks Preservation Program.

    Staff Presenter: Nick Bobroff, Principal Planner and Erin Maker, Environmental Program Manager

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

17. Annual Comprehensive Financial Report (ACFR) for the Fiscal Year Ended June 30, 2021.

Recommendation: Receive and file the ACFR for the fiscal year ended June 30, 2021.

Staff Presenter: Licette Maldonado, Administrative Services Director

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

18. Resolution No. 6100, approving and adopting the Memorandum of Understanding for Fiscal Year 2021-2022 between the City of Carpinteria and Service Employees International Union (SEIU) Local 620, representing employees in the General Service, Public Works and Parks, Recreation and Public Facilities bargaining units.

Recommendation: Approve Resolution No. 6100, adopting the Memorandum of Understanding for Fiscal Years 2021-2022 between the City of Carpinteria and the Service Employees International (SEIU) Local 620, representing employees in the General Service, Public Works, and Parks, Recreation and Public Facilities bargaining units and authorize the City Manager to implement the changes, effective July 1, 2021.

Staff Presenter: Laura Hernandez, Human Resources/Risk Manager

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

19. Resolution Nos. 6101 and 6102, approving and adopting the revisions to the Conditions of Employment for Management and Miscellaneous Unrepresented Personnel for Fiscal Year 2021-2022.

Recommendation: Approve Resolution Nos. 6101 and 6102, approving revisions to the Conditions of Employment for Management and Miscellaneous Personnel and authorizing the City Manager to implement the changes effective July 1, 2021.

Staff Presenter: Laura Hernandez, Human Resources/Risk Manager

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)
    f. Harbor Seal Advisory Committee (Clark & Lee)

4. City Representatives on other Committees

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

ATTENDANCE OF COUNCILMEMBERS FOR FUTURE MEETINGS

ADJOURNMENT

The next regular meeting of the City Council will be held March 14, 2022 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, February 23, 2022, in the City Clerk's Office, on the City Hall Public Notices Window, and on the Internet.

PROCLAMATION

A PROCLAMATION OF THE CARPINTERIA CITY COUNCIL DESIGNATING SUNDAY, MARCH 13, 2022 AS CALIFORNIA ARBOR DAY IN THE CITY OF CARPINTERIA

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

WHEREAS, Sunday, March 13, 2022 has been designated as California Arbor Day and Friday, April 29, 2022 as National Arbor Day; and

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

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

NOW, THEREFORE, I, Wade Nomura, on behalf of the Carpinteria City Council, do hereby proclaim Sunday, March 13, 2022, as “CALIFORNIA ARBOR DAY” in Carpinteria and urge all citizens to recognize the importance of trees.

IN WITNESS THEREOF, I have hereunto set my hand and caused the official seal of the City of Carpinteria, California, to be affixed this 28th day of February, 2022.

_____
Wade T. Nomura, Mayor
City of Carpinteria

ATTEST:

_____
Brian C. Barrett, City Clerk
City of Carpinteria

PROCLAMATION

A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA DESIGNATING THE MONTH OF MARCH 2022 AS "WOMEN'S HISTORY MONTH"

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

WHEREAS, *the City of Carpinteria is proud to join in the nation's celebration of "Women's History Month," and*

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

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

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

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

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

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

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

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

WHEREAS, *locally the Alcazar Theatre of Carpinteria is dedicating the month of March 2022 to showcase diverse and comprehensive programming in celebration of the achievements, courage, and strength of "Women Making Change", to honor the women who fought to win suffrage rights for women and the bravery of Black women who fought for decades after to exercise their right to vote, and to support the continuing efforts of women in upholding voting and human rights for all Americans, and*

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

NOW, THEREFORE, I, Wade T. Nomura, *on behalf of the Carpinteria City Council, by virtue of the authority vested in me as Mayor, do hereby proclaim* ***March 2022*** *as* ***"WOMEN'S HISTORY MONTH"*** *in our* ***CITY OF CARPINTERIA****.*

IN WITNESS WHEREOF*, I have hereunto set my hand and caused the official seal of the City of Carpinteria, California to be affixed this 28th day of February, 2022.*

ATTEST:

Brian C. Barrett, City Clerk

Wade T. Nomura, Mayor
City of Carpinteria

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
February 28, 2022

ITEM FOR COUNCIL CONSIDERATION

Adoption of Resolution No. 6103, recognizing and commending Pedro Castro Lopez for outstanding service to the Carpinteria Community.

STAFF RECOMMENDATION

Recommendation: Adopt Resolution No. 6103, recognizing and commending Pedro Castro Lopez for outstanding voluntary service to the Carpinteria community.

Sample Motion: I move to adopt Resolution No. 6103, recognizing and commending Pedro Castro Lopez for outstanding voluntary service to the Carpinteria community.

BACKGROUND

Annually the City of Carpinteria recognizes an individual for outstanding public service in the City. This year the City is pleased to honor Pedro Castro Lopez in recognition and commendation for the significant impact that his public service has had in the City of Carpinteria and for exemplifying the best and highest principles of public service.

DISCUSSION

Mr. Lopez, a valued Parks and Facilities crew person, has been employed with the City of Carpinteria since June 1994 as a part-time, Parks Maintenance Worker. His dedication to his job shows in the work he accomplishes every week. Pedro is an experienced painter and has painted fixtures, buildings, equipment and signs at every park, facility in the City, as well as facilities throughout the Downtown T and City Beach.

Human Resources and the Parks and Facilities team praise his professionalism for being a humble person who takes pride in his work, and his meticulous craft and reliability. He's resourceful and is able to successfully communicate any important information to Tiffany despite the language barrier that exists in their communication. Pedro rides his bike from one job location to another rain or shine to ensure he gets the job done.

In the past several months, Pedro has been the primary painter on many big projects including: Seaside Building (Friends of the Library Used Book Store), Tomol Interpretive Play Area, Boat House, all public restrooms, Community Pool Building, Veterans Memorial Building, Seal Fountain Plaza, Mills Corner, Linden and Beach Area benches and
fixtures.

Mr. Lopez' exemplary work has helped to enhance the beauty of Carpinteria for almost three decades. His commitment to his work has incalculable value in keeping the maintenance of the city parks and facilities in good order. We are fortunate to have Pedro as a member of our team.

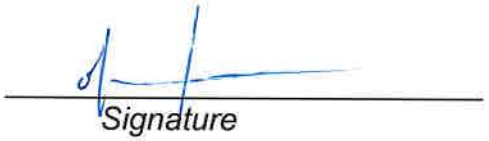
PRINCIPAL PARTIES EXPECTED AT MEETING

Pedro Castro Lopez

ATTACHMENTS

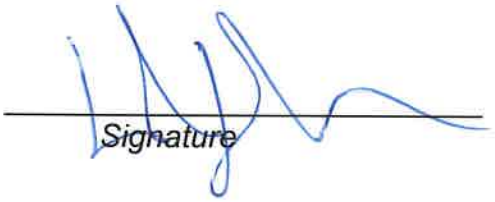
Resolution No. 6103

Staff contact: Olivia Uribe Mutal
(805) 755-4401, oliviau@ci.carpinteria.ca.us



Signature

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



Signature

RESOLUTION NO. 6103

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA RECOGNIZING AND COMMENDING PEDRO CASTRO LOPEZ FOR OUTSTANDING SERVICE TO THE CARPINTERIA COMMUNITY

WHEREAS, Pedro Castro Lopez is a devoted member of the Parks, Recreation and Public Facilities team, dedicating his time, care and work efforts throughout Carpinteria; and

WHEREAS, Pedro has helped to enhance the beauty of Carpinteria for almost three decades; and

WHEREAS, Pedro has had a hand in the maintenance and improvement of facilities in every Park and public open space in the City, and throughout the Downtown and Beach areas, beautifying and optimizing them for the enjoyment of the public; and

WHEREAS, Pedro exemplifies the highest principles of public service.

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1. The above recitals are true and correct.

SECTION 2. Pedro Castro Lopez is hereby recognized and commended for his valuable contributions to the City of Carpinteria.

SECTION 3. A copy of this Resolution shall be furnished by the City Clerk to Pedro Castro Lopez as a token of the sincere gratitude and appreciation of the City of Carpinteria.

SECTION 4. This Resolution is effective upon its adoption.

PASSED, APPROVED, AND ADOPTED this 28th day of February, 2022, by the following vote;

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBER(S):

ABSENT: COUNCILMEMBER(S):

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 the 28th day of February 2022.

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

Special City Council Commendation

Julie Broughton

The City of Carpinteria presents this Special City Council Commendation to Julie Broughton on the occasion of her retirement from the Tree Advisory Board and in recognition of her 9 years of dedicated public service as Chair of the Tree Advisory Board on behalf of the Carpinteria community. Ms. Broughton's technical experience as a Certified Arborist and Botanist allowed her to integrate scientific knowledge in determining appropriate recommendations for the health and protection of the City's urban forest.

The City Council thanks Julie Broughton for her dedicated service to the Community and wishes her well on her much deserved retirement.

Wade T. Nomura, Mayor

Al Clark, Vice-Mayor

Natalia Alarcon, Councilmember

Gregg A. Carty, Councilmember

Roy Lee, Councilmember

City of Carpinteria
City Council Minutes
Regular Meeting
Monday, February 14, 2022

Teleconference Location: Jacksonville River City Downtown Hotel Room # 1233, 245 Water Street, Jacksonville, FL 32202

In-Person and Virtual Participation Options

CALL TO ORDER

Mayor Nomura called the meeting to order at 5:36 pm and passed the gavel to Vice Mayor Clark to preside over the meeting.

Acting City Clerk Barrett noted for the record that the meeting would be conducted pursuant to California Government Code Section 54953, in that Mayor Nomura would be participating in the meeting via teleconference (Zoom) and in accordance with the Brown Act, the teleconference location has been identified in the notice and agenda for this meeting.

ROLL CALL

Councilmembers present:	Councilmember Natalia Alarcon Councilmember Gregg A. Carty Councilmember Roy Lee Vice Mayor Al Clark Mayor Wade T. Nomura (via Zoom)
Staff members present:	Dave Durflinger, City Manager Jena Shoaf Acos, on behalf of Brownstein Hyatt Farber Schreck, LLP acting as City Attorney of the City of Carpinteria Brian C. Barrett, Acting City Clerk Marysol Smith, Associate Planner John L. Ilasin, Public Works Director Erin Maker, Environmental Program Manager (via Zoom) Matt Roberts, Parks, Recreation & Public Facilities Director

Mayor Nomura verified he could hear the proceedings well, he had a copy of the agenda for this meeting, the agenda was posted at the location where he is located, his location is reasonably accessible to the public to allow a member of the public to participate in the teleconference from his location, and there was no member of the public present at his location who wished to participate in the meeting.

All Councilmembers present in the Council Chamber could clearly hear Mayor Nomura and no Councilmember expressed doubt that Mayor Nomura was the party participating by teleconference.

PLEDGE OF ALLEGIANCE

Vice Mayor Clark led those present in the salute to the flag.

INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS

1. Introduction to Demographic Data Sources.

Associate Planner Marysol Smith gave the PowerPoint presentation.

There was no public comments.

PUBLIC INFORMATION REPORTS AND ANNOUNCEMENTS

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

Councilmember Carty asked how to help the homeless individuals in the Downtown area. Lieutenant Arnoldi replied that City Net and the County of Santa Barbara have been in contact with the Sheriff's Office and homeless individuals have been referred to resources. He remarked that the influx of homelessness is due to two facilities in Santa Barbara ceasing operations which has turned a large group back onto the streets.

CITY MANAGER'S REPORT

City Manager Durflinger reported on updates to the City main webpage including district maps and the Red Tail Ballard Avenue Multi-Family Housing Project under the Hot Topics section. He also provided an update on the COVID-19 mask mandate. He announced the Public Works Department would be planting eleven trees in February at various residential streets and in the Downtown "T". Lastly, he invited the public to attend an Arbor Day tree planting ceremony at Carnation Place on February 23rd at 2:30 pm.

PRESENTATIONS BY CITIZENS / PUBLIC COMMENT

Emails distributed: Russell Ruiz

Speakers in-person: Beth Cox

AGENDA MODIFICATIONS: NONE

CONSENT CALENDAR:

Motion by Councilmember Lee, seconded by Councilmember Alarcon, to approve the Consent Calendar Item Nos. 2 through 3. 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.

2. Approve the minutes of the regular City Council meeting of January 24, 2022.

3. Receive and file the Expenditures for the period beginning January 15, 2022 and ending February 4, 2022.

ADMINISTRATIVE MATTERS: NONE

PUBLIC HEARING:

4. Adopt Resolution No. 6099, Approving the Measure A Five-Year Local Program of Projects for Fiscal Years 2022-23 through 2026-27.

   Recommendation: (1) Adopt Resolution No. 6099, approving the Measure A Five-Year Local Program of Projects for Fiscal Years 2022-23 through 2026-27. (2) Authorize the Public Works Director to submit the Measure A Five-Year Local Program of Projects to the Santa Barbara County Association of Governments.

Acting City Clerk Barrett provided the PowerPoint presentation.

Vice Mayor Clark opened the public hearing at 6:33 pm and being there was no public comment, Vice Mayor Clark closed the public hearing at 6:33 pm.

Motion by Councilmember Lee, seconded by Councilmember Carty, to adopt Resolution No. 6099, as read by title only, approving the Measure A Five-Year Local Program of Projects and authorizing submittal by the Public Works Director to the Santa Barbara County Association of Governments. 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.

OTHER BUSINESS:

5. Acceptance of the Dune and Shoreline Management Plan.

Recommendation: Accept the Dune and Shoreline Management Plan.

Environmental Program Manager Maker and Chris Webb with Moffatt & Nichol provided the PowerPoint presentation (both presented via Zoom).

Emails distributed: Russel Ruiz and Greg Karpain

Speakers in-person: Rick Olmstead

Speakers via Zoom: Don Schmitz

Councilmember Lee was not in favor of a year-round berm nor installation of a groin. He recommended staff look into an artificial reef.

Councilmember Carty requested more information. He recommended continuing to put up the annual berm, but was not in favor of a groin.

Councilmember Alarcon requested more information about the alternatives and options and recommended the berm continue to be installed each year. She asked what the consequences would be if the City did nothing or if it only continued to put up the annual berm.

Vice Mayor Clark requested more information. He was not in favor of a groin, but was in favor of continuing the winter berm protection and wanted to know more about artificial reefs.

Mayor Nomura concurred with the Council's comments. He favored exploring a long-term plan and including artificial reefs as a potential option. He preferred the natural look of a berm compared to that of a snow fence.

Motion by Mayor Nomura, seconded by Vice Mayor Clark to continue this item to a future meeting when staff can address the concerns the Council brought up.

Public Works Director Ilasin clarified the motion as the City Council not accepting the Dune and Shoreline Management Plan and directing City staff to come back to the City Council with the information and concerns the City Council presented. The Council was in agreement on the clarification of the motion.

The roll call vote on the clarified motion 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.

6. Award of a Construction Contract in the amount of $2,089,242.00 to construct the Carpinteria Skate Park (Project).

   Recommendation: Defer the decision to allow additional time to analyze the sole bid received.

Parks, Recreation and Public Facilities Director Roberts presented the staff report.

Speakers in-person: Julia Mayer and Peter Bonning

Motion by Councilmember Lee, seconded by Mayor Nomura, to defer the decision to award the Construction Contract and have staff return on the February 28th Council meeting to present an update on this item and return on the March 14th Council meeting to possibly take action to accept the bid. 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.

Vice Mayor Clark recessed to a break at 8:05 pm and reconvened the meeting at 8:10 pm.

7. Response to the 2021 Santa Barbara County Grand Jury report, “Pensions in Santa Barbara County Require Vigilance, Balancing Promises and Maintaining Services”.

   Recommendation: Approve the letter response to the Grand Jury Report for the City Manager’s signature and transmittal.

City Manager Durflinger presented the staff report.

There was no public comment.

Motion by Councilmember Carty, seconded by Councilmember Lee, to approve the letter response to the Grand Jury Report for the City Manager's signature and transmittal. 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.

LEGISLATIVE UPDATE:

City Manager Durflinger presented the usual attachments from the League of California Cities.

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

Vice Mayor Clark temporarily adjourned the meeting at 8:15 pm.

RECONVENE THE REGULAR MEETING OF THE CITY COUNCIL

Vice Mayor Clark reconvened the meeting at 8:29 pm.

COMMITTEE REPORTS, INQUIRIES AND OTHER MATTERS PRESENTED BY COUNCILMEMBERS

Councilmember Lee reported on the Joint Utilities Committee meeting and mentioned that there may potentially be an opportunity to purchase in the future a lot owned by the Latter Day Saints Church which, if the City purchased, could be used as a park. He also requested staff to return with a staff report on adopting an ordinance that would restrict chain stores/restaurants in the City such as what the City of Ojai did.

Councilmember Alarcon spoke on the Santa Barbara Affordable Housing Task Group meeting where the 2030 Climate action was discussed. She noted that there will be a City Council/School Board Committee meeting on February 18th.

ATTENDANCE OF COUNCILMEMBERS FOR FUTURE MEETINGS

All Councilmembers are expected to be in attendance at the regular City Council meeting of February 28th.

ADJOURNMENT

Vice Mayor Clark adjourned the meeting at 8:32 p.m.

_____
Wade T. Nomura, Mayor

ATTEST:

_____
Brian C. Barrett, City Clerk

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
February 28, 2022

ITEM FOR COUNCIL CONSIDERATION

Expenditures for the period beginning February 05, 2022 and ending February 18, 2022.

STAFF RECOMMENDATION

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 February 05, 2022 and ending February 18, 2022 .

Staff contact: Alexiss Martinez, Accounting Tech.
(805) 755-4422, AlexissM@ci.carpinteria.ca.us



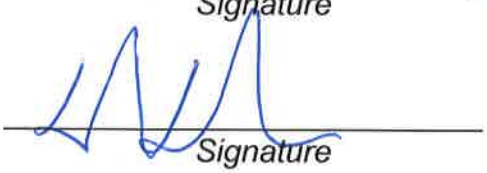
Signature

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

Carpinteria, CA

Date Range: 02/05/2022 - 02/18/2022

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payable Description	Payment Date	Payment Type	Payment Amount	Number
Bank Code: AP Bank-AP Bank							
	AFLAC			02/10/2022	Regular	$542.29	100743
830249	Invoice	02/10/2022	JANUARY 2022 EMPLOYEE PREMIUMS				
	CALIFORNIA ELECTRIC SUPPLY			02/10/2022	Regular	$41.72	100744
7700-1054918	Invoice	02/10/2022	LED LIGHTS				
	CALTRANS			02/10/2022	Regular	$2,476.70	100745
SL220801	Invoice	02/10/2022	OCT21-DEC21 SIGNALS & LIGHTING BILLING				
	CORMAC O'BRIEN DBA SOUTH COAST ANALYTICS INC			02/10/2022	Regular	$3,680.00	100746
3	Invoice	02/10/2022	RAPID COVID TESTING 1/26/22				
4	Invoice	02/10/2022	RAPID COVID TESTING 1/26/22				
	COX BUSINESS			02/10/2022	Regular	$735.78	100747
FEB22 001 3011 022093901	Invoice	02/10/2022	FEB22-CITY HALL TV & INTERNET SERVICES				
FEB22 001 3011 028030701	Invoice	02/10/2022	FEB22-POOL & GARDEN INTERNET & PHONE				
	DASH MEDICAL GLOVES			02/10/2022	Regular	$186.28	100748
INV1254809	Invoice	02/10/2022	GLOVES				
	EASY LIFT TRANSPORTATION			02/10/2022	Regular	$1,000.00	100749
7197	Invoice	02/10/2022	FEB22 COMMUNITY TRANSPORTATION SERVICES				
	FIRST NATIONAL BANK OF OMAHA			02/10/2022	Regular	$359.56	100750
FEB22 0503	Invoice	02/10/2022	CREDIT CARD PAYMENT-MR				
FEB22 0983	Invoice	02/10/2022	CREDIT CARD PAYMENT-OUM				
FEB22 1949	Invoice	02/10/2022	CREDIT CARD PAYMENT-SG				
FEB22 6160	Invoice	02/10/2022	CREDIT CARD PAYMENT-JI				
	FRONTIER COMMUNICATIONS			02/10/2022	Regular	$147.53	100751
FEB22 209-188-2500-061589-5	Invoice	02/10/2022	PHONE & INTERNET SERVICES FOR LG TOWER & BOATHOUSE				
	LEAGUE OF CA CITIES			02/10/2022	Regular	$6,355.00	100752
641072	Invoice	02/10/2022	MEMBERSHIP DUES FOR CHANNEL COUNTIES DIVISION 2022				
	LOCAL GOVERNMENT COMMISSION INC			02/10/2022	Regular	$850.00	100753
901177	Invoice	02/10/2022	LGSEC MEMBERSHIP 2022				
	MCCORMIX CORP			02/10/2022	Regular	$2,222.80	100754
649697	Invoice	02/10/2022	FUEL FOR CITY VEHICLES				
989165	Invoice	02/10/2022	FUEL FOR CITY VEHICLES				
989635	Invoice	02/10/2022	FUEL FOR CITY VEHICLES				
	MISSION UNIFORM SERVICE			02/10/2022	Regular	$132.12	100755
516302601	Invoice	02/10/2022	MAT & TOWEL REPLACEMENT, UNIFORM CLEANING				
516302602	Invoice	02/10/2022	MAT & TOWEL REPLACEMENT AT CITY HALL 1/17				
	NORMAN'S NURSERY			02/10/2022	Regular	$67.24	100756
780051	Invoice	02/10/2022	TREE REPLACEMENT AT MONTE VISTA PARK				
	PACIFIC SWEEP			02/10/2022	Regular	$9,730.85	100757
13802	Invoice	02/10/2022	DECEMBER 21 CONTRACTED STREET SWEEPING				
13803	Invoice	02/10/2022	JANUARY 22 CONTRACTED STREET SWEEPING				
	SANTA BARBARA SAND & TOP SOIL CORP			02/10/2022	Regular	$1,600.86	100758
191550	Invoice	02/10/2022	SAND FOR SAND BAGS				
	SO CA EDISON			02/10/2022	Regular	$9,878.50	100759
JAN22 700201069122	Invoice	02/10/2022	ELECTRICITY-101 ASH AVE				
JAN22 700230547624	Invoice	02/10/2022	ELECTRICITY-5103 CARPINTERIA AVE				
JAN22 700247140684	Invoice	02/10/2022	ELECTRICITY-1 CARPINTERIA TC1				
JAN22 700255596559	Invoice	02/10/2022	ELECTRICITY-100 LINDEN				
JAN22 700264659490	Invoice	02/10/2022	ELECTRICITY-1115 LINDEN B PED				
JAN22 700274833982	Invoice	02/10/2022	ELECTRICITY-901 CACTUS LN EV EV				
JAN22 700405192484	Invoice	02/10/2022	ELECTRICITY-MULTIPLE LOCATIONS				
JAN22 700465507084	Invoice	02/10/2022	ELECTRICITY-4950 9TH ST BT HM				
JAN22 700477662295	Invoice	02/10/2022	ELECTRICITY-901 CACTUS LN LGHT				
JAN22 700525378417	Invoice	02/10/2022	ELECTRICITY-931 WALNUT AVE & 4851 5TH ST				
JAN22 700604790697	Invoice	02/10/2022	ELECTRICITY-CAPP AV/CSTS PAS 609				

	SO CAL GAS		02/10/2022	Regular	$7,511.51	100760
JAN22 006 514 2700 7	Invoice	02/10/2022	NATURAL GAS-5305 CARPINTERIA AVE APT B (POOL)			
JAN22 014 914 3239 7	Invoice	02/10/2022	NATURAL GAS-5103 CARPINTERIA AVE (FRIENDS OF LIBR)			
JAN22 016 913 9500 6	Invoice	02/10/2022	NATURAL GAS-5775 CARPINTERIA AVE (CITY HALL)			
	STAPLES ADVANTAGE		02/10/2022	Regular	$76.40	100761
3497712160	Invoice	02/10/2022	FOLDERS, FINGERTIP MOISTENER, PAPER 8X11			
	SWRCB		02/10/2022	Regular	$2,031.00	100762
WD-0198185	Invoice	02/10/2022	STATE WATER RESOURCES BOARD ANNUAL PERMIT FEE			
	VJS BIOLOGICAL CONSULTING		02/10/2022	Regular	$2,155.00	100763
INV0003344	Invoice	02/10/2022	OCT-DEC21 BIOLOGICAL SERVICES			
	BROWNSTEIN HYATT FARBER SCHRECK		02/10/2022	Regular	$58,568.50	100764
875954	Invoice	02/10/2022	PROFESSIONAL LEGAL SERVICES THROUGH 12/31/21			
875955	Invoice	02/10/2022	PROFESSIONAL LEGAL SERVICES THROUGH 12/31/21			
875956	Invoice	02/10/2022	PROFESSIONAL LEGAL SERVICES THROUGH 12/31/21			
875957	Invoice	02/10/2022	PROFESSIONAL LEGAL SERVICES THROUGH 12/31/21			
	CORMAC O'BRIEN DBA SOUTH COAST ANALYTICS INC		02/10/2022	Regular	$1,930.00	100765
5	Invoice	02/10/2022	RAPID COVID TESTING 1/7/22			
	FIRST NATIONAL BANK OF OMAHA		02/10/2022	Regular	$2,283.51	100766
FEB22 3696	Invoice	02/10/2022	CREDIT CARD PAYMENT-LM			
	POLICORE INC.		02/10/2022	Regular	$2,934.91	100767
402550	Invoice	02/10/2022	IT SERVICES FOR JANUARY 2022			
	SANTA BARBARA COUNTY CLERK OF THE BOARD		02/10/2022	Regular	$50.00	100768
CEQA FILING 2123	Invoice	02/10/2022	NOTICE OF EXEMPTION FILING FEE			
	WAXIE SANITARY SUPPLY		02/10/2022	Regular	$347.52	100769
80363191	Invoice	02/10/2022	DOG WASTE BAGS			
80459256	Invoice	02/10/2022	BATH TISSUE FOR CITY HALL			
	WILLIAM C. STATLER		02/10/2022	Regular	$6,188.83	100770
NO. 2	Invoice	02/10/2022	TO PREPARE A LONG TERM FINANCIAL PLAN			
NO. 3	Invoice	02/10/2022	TO PREPARE A LONG TERM FINANCIAL PLAN			
	SEIU LOCAL 620		02/10/2022	Regular	$241.97	100771
INV0003337	Invoice	02/10/2022	Employee Union Dues Contribution			
	UNITED WAY OF SANTA BARBARA COUNTY		02/10/2022	Regular	$24.00	100772
INV0003339	Invoice	02/10/2022	Employee United Way Contribution			
	VANTAGEPOINT TRANSFER AGENTS - 457		02/10/2022	Regular	$4,886.85	100773
INV0003328	Invoice	02/10/2022	ICMA Employee Contributions			
INV0003329	Invoice	02/10/2022	ICMA Employee Contributions			
INV0003330	Invoice	02/10/2022	Deferred Compensation Contribution			
	LICETTE MALDONADO		02/10/2022	Regular	$375.84	100774
INV0003348	Invoice	02/10/2022	REIMBURSEABLE TRAVEL EXPENSE FOR CJPIA FORUM OCT21			
INV0003349	Invoice	02/10/2022	MEAL PER DIEM-CSMFO CONFERENCE FEB22			
	AB DESIGN STUDIO INC		02/17/2022	Regular	$5,139.00	100775
20220096	Invoice	02/17/2022	ARCHITECTURAL CODE ANALYSIS SERVICES FOR CITY			
	BARBARA J. ELIADES		02/17/2022	Regular	$1,375.00	100776
INV0003353	Invoice	02/17/2022	ADVANCE PLAN CHECK DEPOSIT THAT WASN'T CREDITED			
	CA DEPT OF JUSTICE		02/17/2022	Regular	$64.00	100777
561135	Invoice	02/17/2022	JAN22 FINGERPRINT APPLICATIONS			
	CARPINTERIA VALLEY LUMBER CO		02/17/2022	Regular	$235.57	100778
468325	Invoice	02/17/2022	WIRE CONNECTORS			
468474	Invoice	02/17/2022	EPOXY GENERAL PURPOSE			
468892	Invoice	02/17/2022	REFILL BAIT STATION FOR POOL AND PW SHOP, BATTERY			
469447	Invoice	02/17/2022	EPOXY SIMPSON SET			
469448	Invoice	02/17/2022	WOOD FOR SIGN REPLACEMENT			
469857	Invoice	02/17/2022	RATCHET TIE DOWN			
470140	Invoice	02/17/2022	WHITE TAPE FOR SIGNS			
470142	Invoice	02/17/2022	CONCRETE MIX FOR JBOWL FENCE			
	CARPINTERIA VALLEY WATER DISTRICT		02/17/2022	Regular	$9,031.81	100779
CARP CITY JAN21 SERVICE	Invoice	02/17/2022	WATER SERVICE-MULTIPLE LOCATIONS			
	COASTAL VIEW NEWS		02/17/2022	Regular	$610.00	100780
57973	Invoice	02/17/2022	NOTICE OF PUBLIC MEETING 1/27/22			
57975	Invoice	02/17/2022	NOTICE OF PUBLIC MEETING 1/27/22			
58021	Invoice	02/17/2022	NOTICE OF PUBLIC HEARING FOR 2/14/22 COUNCIL MEET			

	DEWBERRY ENGINEERS INC.			02/17/2022	Regular	$2,949.87	100781
2065091	Invoice	02/17/2022	DEC21 PROJECT SERVICES FOR CARP AVE BRIDGE PROJECT				
	IMPULSE ADVANCE COMMUNICATIONS			02/17/2022	Regular	$1,610.92	100782
82991	Invoice	02/17/2022	FEBRUARY 2022 PHONE SERVICES STATEMENT				
	JOHNSON CONTROLS FIRE PROTECTION LP			02/17/2022	Regular	$780.00	100783
22748402	Invoice	02/17/2022	MAR2022-FEB2023 ANNUAL ALARM MONITORING AGREEMENT				
	LAE ASSOCIATES INC.			02/17/2022	Regular	$1,910.00	100784
22-105	Invoice	02/17/2022	JAN22 UPDATE 5 YEAR CAPITAL IMPROVEMENT PROGRAM				
	MISSION UNIFORM SERVICE			02/17/2022	Regular	$86.67	100785
516346171	Invoice	02/17/2022	MAT REPLACEMENT, UNIFORM CLEANING 1/24/22				
	MOSS, LEVY & HARTZHEIM LLP			02/17/2022	Regular	$5,000.00	100786
29838	Invoice	02/17/2022	AUDIT SERVICES TO DATE				
	POLICORE INC.			02/17/2022	Regular	$8,673.52	100787
402506	Invoice	02/17/2022	IT SERVICES FOR NOVEMBER 2021				
402507	Invoice	02/17/2022	IT SERVICES FOR DECEMBER 2021				
	RACHEL MARQUEZ			02/17/2022	Regular	$35.00	100788
INV0003351	Invoice	02/17/2022	REFUND FOR PARK RENTAL 1/29/22				
	SANTA BARBARA SWIM CLUB			02/17/2022	Regular	$960.00	100789
INV0003312	Invoice	02/03/2022	SWIM TEAM DUES FOR CARP SWIM MEET 02/06/22				
	SANTA BARBARA TROPHY/ENGRAVING			02/17/2022	Regular	$29.97	100790
12034	Invoice	02/17/2022	NAME BADGES				
	SITEONE LANDSCAPE SUPPLY (ALL AROUND)			02/17/2022	Regular	$55.57	100791
115567516-001	Invoice	02/17/2022	SHOVELS				
	SO CAL GAS			02/17/2022	Regular	$229.88	100792
FEB22 140 914 3084 4	Invoice	02/17/2022	NATURAL GAS-941 WALNUT AVE(VETS HALL)				
	SOLID WASTE SOLUTIONS INC			02/17/2022	Regular	$4,439.00	100793
186	Invoice	02/17/2022	ANNUAL REPORT PREP & CALRECYCLE GRANT REPORT				
	THE FLAG FACTORY			02/17/2022	Regular	$1,098.72	100794
30158	Invoice	02/17/2022	VACCINE AND MASK PROMOTION SIGNS				
	THE STORAGE PLACE			02/17/2022	Regular	$390.00	100795
61006	Invoice	02/17/2022	UNIT 0905 RENT 02/23/22 - 3/22/22				
	THE WHARF			02/17/2022	Regular	$253.27	100796
286133	Invoice	02/17/2022	SAFETY JACKETS FOR T.G.				
	TRI-CO REPROGRAPHICS			02/17/2022	Regular	$238.99	100797
152222	Invoice	02/17/2022	COLOR SCANNING, FILE RENAME				
152298	Invoice	02/17/2022	COLOR SCANNING, SMALL FORMAT, FILE RENAME				
152560	Invoice	02/17/2022	COLOR SCANNING, PDF EXTRACT, FILE RENAME, DE-BIND				
152643	Invoice	02/17/2022	COLOR SCANNING, PDF EXTRACT, FILE RENAME, DE-BIND				
152748	Invoice	02/17/2022	COLOR SCANNING, PDF EXTRACT, FILE RENAME, DE-BIND				
152749	Invoice	02/17/2022	SMALL FORMAT SCANNING, DEBIND, FILE RENAME				
152801	Invoice	02/17/2022	SMALL FORMAT SCANNING, DEBIND, FILE RENAME, PDF EX				
152853	Invoice	02/17/2022	SMALL FORMAT SCANNING, DEBIND, FILE RENAME, PDF EX				
	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA			02/17/2022	Regular	$346.02	100798
120220156	Invoice	02/17/2022	FEB22 NEW TICKET CHARGES & DATABASE MAINTENANCE				
DSB20210097	Invoice	02/17/2022	FEB22 CA STATE FEE FOR REGULATORY COSTS				
	EDD-SDI			02/10/2022	Bank Draft	$1,527.95	DFT0002224
PR03 02/10/22	Invoice	02/10/2022	PR03 02/10/22 SDI TAXES				
	EDD-SIT			02/10/2022	Bank Draft	$5,154.22	DFT0002225
PR03 02/10/22	Invoice	02/10/2022	PR03 02/10/22 SIT TAXES				
	INTERNAL REVENUE SERVICE			02/10/2022	Bank Draft	$17,409.76	DFT0002226
PR03 02/10/22	Invoice	02/10/2022	PR03 02/10/22 FEDERAL TAX PAYMENT				
	CalPERS			02/10/2022	Bank Draft	$5,666.69	DFT0002228
01/22/22-02/04/22 PEPRA	Invoice	02/10/2022	PEPRA RETIREMENT 01/22/22-02/04/22 PR03				
	CalPERS			02/10/2022	Bank Draft	$15,359.14	DFT0002229
01/22/22-02/04/22 CLASSIC	Invoice	02/10/2022	CLASSIC RETIREMENT 01/22/22-02/04/22 PR03				

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
February 28, 2022

ITEM FOR COUNCIL CONSIDERATION

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

STAFF RECOMMENDATION

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 January 31, 2022, 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	$ 17,303,128.46
Cash Receipts	10,236,770.56
Cash Disbursements	(9,701,243.95)
Cash and Investment End of the Month	$ 17,838,655.07

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 January 31st the portfolio's average days to maturity was 2.25 years, the average coupon rate was 1.59%, the average yield to maturity was 1.09%, the par value was $7,629,000 and Market Value was $7,610,288.28.

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 August 1, 2022.

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 January 2022

CASH ACTIVITY FOR THE MONTH:

Cash and Investment Beginning of the Month	$ 17,303,128.46
Cash Receipts	10,236,770.56
Cash Disbursements	(9,701,243.95)
Cash and Investment End of the Month	$ 17,838,655.07

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	415,153.89	415,153.89	415,153.89
Demand Deposit - Premier Public Money Market	Montecito Bank	N/A	2/1/2022	1	3,303,175.59	3,303,175.59	3,303,175.59
Demand Deposit - Section 125 Checking	Montecito Bank	N/A	N/A	N/A	13,235.40	13,235.40	13,235.40
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	N/A	2/1/2022	1	142,885.50	142,885.50	142,885.50
Local Agency Investment Fund	State of California	0.22%	2/1/2022	1	6,395,718.60	6,395,718.60	6,395,718.60
Treasury Note, 1.875%, (912828W55)	U.S. Government	1.94%	2/28/2022	28	138,000.00	138,172.50	137,594.13
Treasury Note, 1.875%, (912828W89)	U.S. Government	1.95%	3/31/2022	59	132,000.00	132,350.62	131,530.54
Treasury Note, 1.875%, (912828X47)	U.S. Government	1.87%	4/30/2022	89	167,000.00	167,652.34	166,999.92
Treasury Note, 1.75%, (912828XR6)	U.S. Government	1.83%	5/31/2022	120	179,000.00	179,811.08	178,310.26
Treasury Note, 1.75%, (912828XW5)	U.S. Government	0.07%	6/30/2022	150	177,000.00	177,967.96	176,343.17
Treasury Note, 1.875%, (9128282P4)	U.S. Government	1.88%	7/31/2022	181	177,000.00	178,189.21	176,924.33
Treasury Note, 1.625%, (9128282S8)	U.S. Government	1.74%	8/31/2022	212	168,000.00	169,050.00	167,062.69
Treasury Note, 1.875%, (9128282W9)	U.S. Government	1.91%	9/30/2022	242	165,000.00	166,417.96	164,718.17
Treasury Note, 2.0%, (9128283C2)	U.S. Government	2.05%	10/31/2022	273	179,000.00	180,790.00	178,509.11
Treasury Note, 2.0%, (912828M80)	U.S. Government	2.06%	11/30/2022	303	175,000.00	176,832.02	174,454.00
Treasury Note, 2.125%, (912828N30)	U.S. Government	2.24%	12/31/2022	334	161,000.00	162,962.19	160,091.79
Treasury Note, 2.375%, (9128283U2)	U.S. Government	2.50%	1/31/2023	365	169,000.00	171,614.21	168,003.85
Treasury Note, 2.625%, (9128284A5)	U.S. Government	2.60%	2/28/2023	393	171,000.00	174,259.69	171,184.09
Treasury Note, 2.5%, (9128284D9)	U.S. Government	0.08%	3/31/2023	424	171,000.00	174,179.52	170,243.30
Treasury Note, 2.625%, (9128284U1)	U.S. Government	2.84%	6/30/2023	515	100,000.00	102,296.87	99,563.57
Treasury Note, 2.75%, (912828Y61)	U.S. Government	0.06%	7/31/2023	546	400,000.00	410,250.00	398,795.22
Treasury Note, 2.75%, (9128284X5)	U.S. Government	0.01%	8/31/2023	577	400,000.00	410,500.00	399,721.60
Treasury Note, 2.875%, (9128285D8)	U.S. Government	0.67%	9/30/2023	607	250,000.00	257,343.75	249,335.00
Treasury Note, 0.75%, (91282CDR9)	U.S. Government	0.73%	12/31/2023	699	250,000.00	248,085.93	249,993.47
Treasury Note, 2.5%, (9128285Z9)	U.S. Government	0.06%	1/31/2024	730	200,000.00	205,187.50	199,388.94
Treasury Note, 2.375%, (9128286G0)	U.S. Government	0.78%	2/29/2024	759	200,000.00	204,812.50	199,264.00
Treasury Note, 2.0%, (912828XT2)	U.S. Government	1.11%	5/31/2024	851	250,000.00	254,257.80	255,107.50
Treasury Note, 0.375%, (91282CCX7)	U.S. Government	1.08%	9/15/2024	958	250,000.00	243,945.30	245,359.46
Treasury Note, 1.00%, (91282CDN8)	U.S. Government	0.98%	12/15/2024	1049	250,000.00	247,460.93	250,079.39
Treasury Note, 1.125%, (912828ZC7)	U.S. Government	1.29%	2/28/2025	1124	250,000.00	247,968.75	248,740.00
Treasury Note, 2.625%, (9128284F4)	U.S. Government	1.30%	3/31/2025	1155	250,000.00	259,375.00	260,224.61
Treasury Note, 0.25%, (912828ZT0)	U.S. Government	1.25%	5/31/2025	1216	250,000.00	240,312.50	241,660.01
Treasury Note, 0.25%, (91282CAM3)	U.S. Government	1.32%	9/30/2025	1338	250,000.00	238,984.38	240,265.00

CITY OF CARPINTERIA TREASURER'S REPORT
For the Month Ended January 2022

Treasury Note, 0.375%, (91282CBC4)	U.S. Government	1.20%	12/31/2025	1430	250,000.00	239,101.55	241,955.00
Treasury Note, 0.375%, (91282CBC4)	U.S. Government	1.37%	12/31/2025	1430	250,000.00	239,101.55	240,365.00
Treasury Note, 0.5%, (91282CBQ3)	U.S. Government	1.28%	2/25/2026	1486	250,000.00	239,570.30	242,113.19
Treasury Note, 0.75%, (91282CBT7)	U.S. Government	1.28%	3/31/2026	1520	250,000.00	241,796.88	244,459.30
Treasury Note, 0.75%, (91282CCF6)	U.S. Government	1.34%	5/31/2026	1581	250,000.00	241,328.13	243,702.50
Treasury Note, 0.875%, (91282CCJ8)	U.S. Government	1.35%	6/30/2026	1611	250,000.00	242,460.93	244,821.96
Treasury Note, 1.25%, (91282CDK4)	U.S. Government	1.28%	11/30/2026	1764	250,000.00	245,898.43	249,602.02
					17,901,168.98	**17,882,457.26**	**17,838,655.07**

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

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

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

Based upon currently budgeted revenues and expenditures, the City currently has sufficient liquid financial resources to meet anticipated expenditures during the period 2/01/22 through 8/01/22.

WEIGHTED AVERAGE MATURITY OF PORTFOLIO

As of January 31, 2022 the weighted average days to maturity of the City's investment portfolio is 2.25 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.

Yield to Maturity (YTM): The percentage rate of return for the note assuming that the City holds the asset until its maturity date. It is the sum of all its remaining coupon payments.
Par Value: Equals face value of security (value of the security when it reaches maturity).
Market Value: The last price for which a security was bought or sold. In this case, the value as of the last day of the month of this report.
Book Value: The amount at which the security is carried in the City's accounting records (adjusted at year-end for GASB 40 reporting purposes).

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
February 28, 2022

ITEM FOR COUNCIL CONSIDERATION

Contracts Executed by the City Manager on behalf of the City for the Period of January 18, 2022 through February 21, 2022.

STAFF RECOMMENDATION

Receive and file Report of Contracts Executed by the City Manager for the Period of January 18, 2022 through February 21, 2022.

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 January 18, 2022 through February 21, 2022.

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, City Clerk
(805) 755-4446, brianb@ci.carpinteria.ca.us

Brian C. Barrett
Signature

Reviewed by: Dave Durflinger, City Manager

Signature

ATTACHMENT A

Report of Contracts Executed by the City Manager
Period of January 18, 2022 through February 21, 2022.

VENDOR	PURPOSE	AMOUNT
All Languages Interpreting and Translating, Inc.	Interpreting & Translating Services during Council meetings	$30,000
Cannon Corporation	Technical Assistance for RFP Process for Design Services of Venoco Pipeline Abandonment	$11,578
TKM Engineering	Consulting Services to Develop Downtown Business Parklet Program	$23,845

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
February 28, 2022

ITEM FOR COUNCIL CONSIDERATION

Sublease Agreement with VNA Health, for 220 square feet of interior building space at the Carpinteria Veterans Memorial Building located at 941 Walnut Avenue.

STAFF RECOMMENDATION

Authorize the City Manager to execute a Sublease Agreement with VNA Health for 220 square feet of interior building space at the Carpinteria Veterans Memorial Building.

BACKGROUND

The County of Santa Barbara owns the fee title to the Carpinteria Veterans Memorial Building and campus. In 2002, the City entered into a ninety-nine year lease (Master Agreement) with the County where the City and the County agreed to occupancy and property management arrangements. In this Master Agreement, the City has rights to occupy certain portions of the building to be used for public purposes. The County occupies portions of the building to provide for County Medical Clinic and Public Library services.

VNA Health, formerly known as the Visiting Nurse and Hospice Care of Santa Barbara, a nonprofit corporation approached the City to request consideration of a lease to occupy available office space at the Veterans Building.

On August 6, 2019 VNA Health delivered a written request for City consideration to lease office space at the Veterans Building.

On August 12, 2019, at its regular meeting, the City Council authorized staff to initiate lease negotiations and return the item for future City Council consideration.

DISCUSSION

VNA Health provides service to residents of the City and adjacent county areas such as home nursing services, hospice care, bereavement services and other sundry services. VNA Health would like a Carpinteria office for primarily administrative purposes. VNA Health does not expect to see clients at the site as most of their services are provided in client's homes.

The City and VNA Health have negotiated the proposed sublease with the following terms;

> The area to be subleased is 220 square feet and includes access to a restroom.
> The monthly sublease fee will be $330.00.
> The City will pay for utilities for the space except for information services.
> The Tenant will provide its own janitorial service.
> The Sublease does not affect the terms of the Master Agreement.
> Santa Barbara County must consent to the sublease.
> The term will be until February 28, 2023 with a provision for an additional two years.

The area is shown in the Attachment A, Exhibit "A" and is attached to this report.

The County of Santa Barbara has consented to the proposed sublease.

POLICY CONSISTENCY

The Provision of public services including local medical services is consistent with the City's general Plan.

> Objective PF-5: To provide a high quality and broad range of public services, facilities and utilities to meet the needs of all present and future residents of the Carpinteria Planning Area.

FINANCIAL CONSIDERATIONS

The City is obligated to pay for the maintenance of the areas the City occupies under the Master Agreement. The Sub-lease payments from the County are required to be used for maintenance and utilities for the City occupied space under the terms of the Master Agreement. The lease payments collected from VNA Health will be used by the City to meet this Master Agreement responsibility.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The City Attorney has reviewed and approved the proposed Sublease as to form.

OPTIONS

1. Approve the proposed sublease
2. Provide alternative direction to Staff

PRINCIPAL PARTIES EXPECTED AT MEETING

None

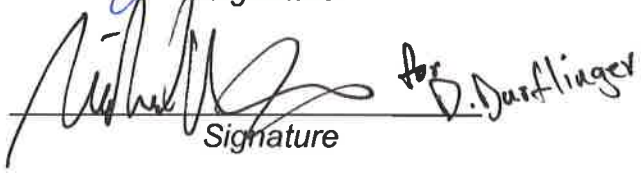
ATTACHMENTS

Attachment A Sublease Agreement with VNA Health

Staff contact:
Matthew Roberts,
Parks, Recreation & Public Facilities Director
(805) 755-4449 Mattr@ci.carpinteria.ca.us



Signature



Signature

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

ATTACHMENT A

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (hereinafter "Agreement") is entered into this __ day of _____, 2022, by and between VNA Health, a nonprofit corporation ("VNA HEALTH"), and CITY OF CARPINTERIA, a municipal corporation of the State of California ("CITY"), collectively referred to as "Parties", with reference to the following.

WHEREAS, the CITY has possessory interest in certain real property and building known as the Carpinteria Veterans Memorial Building located at 941 Walnut Avenue, Carpinteria, CA, and also identified as Assessor Parcel Number 004-047-017, (hereinafter the "Property"); and

WHEREAS, the VNA HEALTH desires to provide services to the local community and has determined that the space available at the Carpinteria Veterans Memorial Building is suitable for their needs; and,

WHEREAS, CITY and VNA HEALTH desire to enter into this Agreement for use of approximately 220 square feet of available space ("Premises"), to facilitate continued services to the Carpinteria area,

NOW, THEREFORE, in consideration of the provisions, covenants, and conditions set forth herein, the VNA HEALTH and the CITY hereby agree as follows:

1. **ADMINISTRATION AND ENFORCEMENT**: The provisions of this Agreement shall be administered and enforced for the VNA HEALTH by the Director, Strategic Business Advancement, or designee, and for the CITY by the City Manager, or designee.

2. **PURPOSE AND USE**: The VNA HEALTH shall have access and use of the Premises and adjacent restroom (an area of 220 square feet) located in the Carpinteria Veterans Memorial Building, 941 Walnut Avenue, in Carpinteria, shown on Exhibit "A" attached hereto and incorporated herein by reference (collectively the "Premises") for the VNA HEALTH use as an office.

3. **TERM**: The term of this agreement shall begin on March 1, 2022, and continue for twelve (12) months and shall end on February 28, 2023, subject to such provisions for extension and termination as described herein. If at the end of this term, the VNA HEALTH and/ or CITY has not terminated this Agreement then the VNA HEALTH may continue use of the Premises for as many as two additional one-year terms by a written extension at the City's sole discretion.

4. **RENT**: Upon execution of this Agreement, the VNA HEALTH shall pay to CITY THREE HUNDRED THIRTY AND 00/100 DOLLARS ($330.00) every month ("Gross Rent"), which is based on $1.50 per square foot. The VNA HEALTH shall also reimburse the CITY for building repair expenses ("Reimbursement Expenses") beyond normal wear and tear [as provided for in invoices that the CITY will provide to the VNA HEALTH on a monthly basis for the term of the Agreement.] Gross Rent, and Reimbursement Expenses for the preceding month, shall be due on the first day of every month. All rental payments

shall be made payable to the CITY OF CARPINTERIA, and delivered pursuant to Section 13, *NOTICES* of this Agreement. Any rent payable for a portion of a month shall be prorated based upon a thirty (30) day calendar month.

5. **UTILITIES and SERVICES**: The VNA HEALTH shall be responsible for providing and paying for all janitorial services, communications, telephone, internet, and data services to the Premises. The CITY will provide electrical, water, natural gas, and landscape maintenance to the Premises.

6. **NO INTERFERENCE**: The CITY shall make reasonable efforts to limit loud noises or activities within the CITY's control which may disturb the VNA HEALTH from reasonably conducting business on the Premises; however, it is hereby agreed that recreational programming in the City occupied portions of the building may have amplified sound.

7. **COMPLIANCE WITH THE LAW**: The CITY, its officers, agents, and employees shall comply with all local, county, state, and federal laws, rules, ordinances, and regulations affecting the Property, now or hereafter in effect. The VNA HEALTH shall remain in full compliance with the terms and conditions of all permits and licenses issued to it by any governmental authority on account of an or all of its activities on the Premises.

8. **HAZARDOUS SUBSTANCES:** Hazardous wastes, substances, or materials (hereafter "Hazardous Material") shall have the meaning as defined under federal, state or local law and regulations promulgated thereunder. The VNA HEALTH shall not manufacture or generate hazardous wastes within the Premises and shall only use Hazardous Material on the Premises that are associated with uses permitted under this Agreement. Under no circumstances, however, shall VNA HEALTH be permitted as a facility for transporting, collecting, treating, storing, transferring, managing or disposing of Hazardous Material requiring a hazardous waste permit under federal, state or local laws, or as a facility constituting a large quantity generator of hazardous waste under applicable law. The VNA HEALTH shall comply with all applicable federal, state, and local law with respect to the handling and disposal of any Hazardous Material on the Premises. The VNA HEALTH shall notify the CITY and the appropriate governmental authorities immediately in the event of any release or threatened release of any Hazardous Material.

9. **INDEMNIFICATION:**

INDEMNIFICATION BY CITY

CITY shall indemnify and hold VNA HEALTH and its agents, officers and employees, harmless from and against all loss, claims, or liability suffered, or asserted by third parties, and incurred by reason of (a) any gross negligence or willful misconduct, or (b) the CITY's failure to perform its obligations under this Agreement; provided that the forgoing indemnity shall not apply to the extent such claim results from the negligence or willful misconduct of the VNA HEALTH, its agents, officers or employees.

INDEMNIFICATION BY VNA HEALTH

VNA HEALTH shall indemnify, and hold CITY and its agents, officers and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorneys' fees, for any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law, ordinance or constitutional provision, or other cause which arise out of, relate to, or result from the VNA HEALTH's, or its officers, agents and employees, (a) use or occupancy of the Premises, or (b) default in the performance of any obligation under this Agreement, negligent or otherwise. Except as otherwise provided in this Agreement, the VNA HEALTH shall be responsible for all response, remediation and restoration of any Hazardous Material release or spill and associated costs, on or from the Premises, that results from or occurs in connection with the VNA HEALTH's occupancy, possession, or use of the Premises occurring during or continuing after the termination of this Agreement.

NO AGENCY

Except as otherwise specified herein, for the purposes of this section, CITY shall not be deemed to be an agent of VNA HEALTH, and VNA HEALTH shall not be deemed to be an agent of CITY.

NOTIFICATION

The party claiming indemnification shall promptly notify the indemnifying party, by written notice within ten (10) days, upon becoming aware of a claim, or facts giving rise to a claim, for indemnification pursuant to this section. Failure to give notice shall be a waiver of a right to indemnification for such claim.

CONTINUING OBLIGATION

To the extent the parties have fulfilled their obligations pursuant to the Agreement, the indemnified party's right to indemnification and the indemnifying party's obligations under this Agreement shall continue to exist after the expiration of this Agreement, so long as the facts, acts or omissions giving rise to liability occurred during the term of this Agreement.

10. **INSURANCE:** VNA HEALTH will procure and provide the CITY with Evidence of Insurance in conformance with the Insurance Specifications attached to this Agreement as Exhibit B.

11. **NON-DISCRIMINATION**: The CITY shall comply with laws, rules and regulations regarding nondiscrimination as such are found in the Santa Barbara Code and as such may from time to time be amended. These provisions are incorporated herein as if they were fully set forth.

Noncompliance with provisions of this section shall constitute a material breach of this Agreement and in addition to any other remedies provided by law, VNA HEALTH shall have the right to terminate this Agreement and the interest hereby created without liability therefore.

12. **NOTICES**: Any notice to be given to either party, by the other, shall be in writing and shall be served, either personally or by first class mail to the following:

VNA HEALTH:
VNA Health
Karen M. Wallace, MBA
Chief Financial Officer
509 E. Montecito Street, Suite 200
Santa Barbara, CA 93103
Tel: 1-805-69016281
Email: karen.wallace@vna.health

CITY:
City of Carpinteria
City Manager
5775 Carpinteria Avenue
Carpinteria, CA 93013
Tel.: 1-805-755-4449
Email: daved@ci.carpinteria.ca.us

All notices hereunder shall be in writing and shall be deemed to have been given on the date delivered, if personally delivered, or if mailed, then on the third business day following the date on which it is mailed, by certified or registered mail, postage prepaid, addressed to the address specified above, or to such other address designated by the party as provided herein.

13. **WAIVER**: It is understood and agreed that any waiver, expressed or implied, of any term of this Agreement shall not be, nor construed to be, a waiver of any subsequent breach of a like kind of any other provision of this Agreement or of the Master Agreement.

14. **TERMINATION**: This Agreement shall terminate upon the expiration of the Term or upon 30 days written notice by either party.

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

16. **ENTIRE AGREEMENT**: The parties to this Agreement intend that their negotiations, conversations and statements made prior to execution of this Agreement are fully integrated and expressed herein, and no such negotiations, conversations and statements shall be deemed to create rights or obligations other than those stated herein.

17. **CERTIFICATION OF SIGNATORY:** The signatories of this Agreement each represent and warrant that they are authorized to execute this Agreement and that no additional signatures are required to bind CITY and VNA HEALTH to its terms and conditions or to carry out the duties contemplated herein.

IN WITNESS WHEREOF, CITY and VNA HEALTH have executed this Agreement by the respective authorized officers as set forth below to be effective as of the date executed by the VNA HEALTH.

"CITY"
CITY OF CARPINTERIA

By: _____
David Durflinger, City Manager

"VNA HEALTH"
VNA HEALTH OF SANTA BARBARA

By: _____
Karen M. Wallace, MBA
Chief Financial Officer
VNA Health
509 E. Montecito Street, Suite 200
Santa Barbara, CA 93103

Consent of Sublease by
County of Santa Barbara

By: _____
Julie Lawrence, Real Property Division Manager

CITY ATTORNEY
APPROVED AS TO FORM:

By: _____

Title: _____

APPROVED AS TO FORM;
RACHEL VAN MULLEM
COUNTY COUNSEL

By: _____
Johannah Hartley

EXHIBIT "A"

Premises shown shaded in yellow

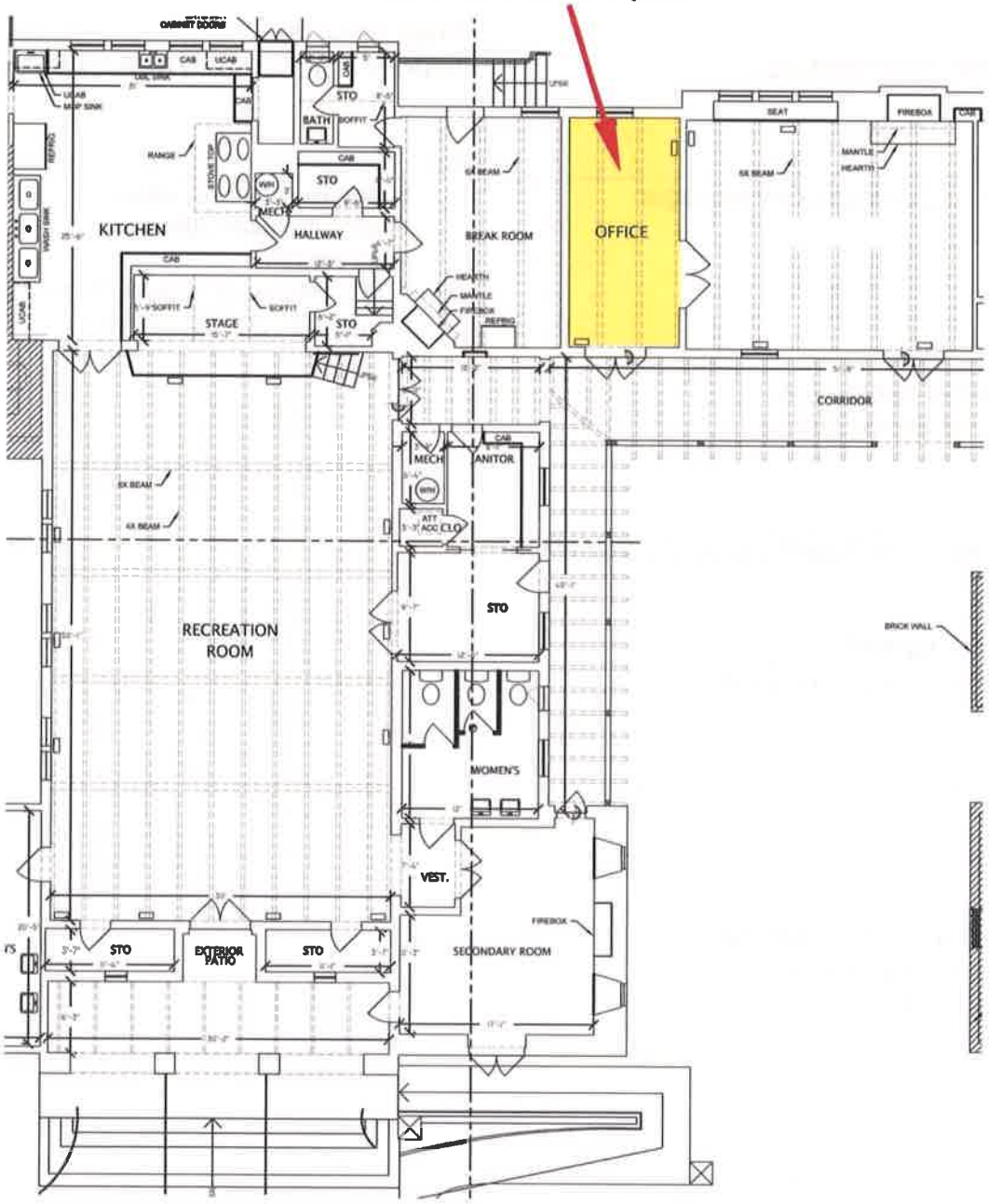


EXHIBIT B
INSURANCE SPECIFICATIONS

VNA HEALTH agrees to provide insurance in accordance with the requirements set forth here. If VNA HEALTH uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, VNA HEALTH agrees to amend, supplement or endorse the existing coverage to do so. The following coverages will be provided by VNA HEALTH and maintained on behalf of the City and in accordance with the requirements set forth herein.

Commercial General Liability Insurance (primary) shall be provided on ISO-CGL form No. CG 00 01 11 85 or 88. Policy limits shall be no less than one million dollars per occurrence for all coverages and two million dollars general aggregate. City and its employees and agents shall be added as additional insureds using ISO form CG 20 10 11 85 (in no event with an edition date later than 1990). Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any employee or agent of City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no VNA HEALTH' limitation endorsement. There shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or employment-related practices.

Umbrella Liability Insurance (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall include a "drop down" provision providing primary coverage above a maximum $25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be not cross liability exclusion and no VNA HEALTH's limitation endorsement. Policy limits shall be not less than $5 million dollars per occurrence and in the aggregate, above any limits required in the underlying policies. The policy shall have starting and ending dates concurrent with the underlying coverages.

Business Auto Coverage shall be written on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto). Limits shall be no less than one million dollars per accident. This policy shall be scheduled as underlying insurance to any umbrella policy required above for a total limit of no less than $5 million each accident.

Workers' Compensation/Employer's Liability shall provide workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than one million dollars per accident or disease. Employer's liability coverage shall be scheduled under any umbrella policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects the City, its employees or agents and MNS Engineers, Inc.
VNA HEALTH and City further agree as follows:

1. This Section supersedes 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.
2. The insurance requirements set forth in this Section are intended to be separate and distinct from any other provisions in this Agreement and shall be interpreted as such.
3. All insurance coverage and limits provided pursuant to this agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreements relating to the City or its operations limits the application of such

insurance coverage. Nothing contained in this Section is to be construed as affecting or altering the legal status of the parties to this Agreement.

4. For purposes of 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.
5. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.
6. All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit VNA HEALTH, and VNA HEALTH's employees, or agents, from waiving the right of subrogation prior to a loss. VNA HEALTH waives its right of subrogation against City.
7. Unless otherwise approved by City, VNA HEALTH's insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of "A:VII". Self-insurance will not be considered to comply with these insurance specifications.
8. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City shall be promptly reimbursed by VNA HEALTH.
9. VNA HEALTH agrees to provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to VNA HEALTH's general liability and umbrella liability policies using ISO form CG 20 10 11 85. Certificate(s) are to reflect that the insurer will provide 30 days notice of any cancellation of coverage. VNA HEALTH 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, and to delete the word "endeavor" with regard to any notice provisions. VNA HEALTH agrees to provide complete certified copies of policies to City within 10 days of City's request for said copies.
10. VNA HEALTH 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. Such proof will be furnished within 72 hours of the expiration of the coverages.
11. Any actual or alleged failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of City or any additional insured, in this or any other regard.
12. VNA HEALTH agrees to require all subcontractors or other parties hired to work on the Premises to purchase and maintain insurance of the type specified above naming as additional insureds all parties to this Agreement. VNA HEALTH agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. VNA HEALTH agrees to require that no contract used by any subcontractors, or contracts VNA HEALTH enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this agreement. VNA HEALTH agrees that upon request, all agreements with subcontractors or others with whom VNA HEALTH contracts with to work on the Premises, and all certificates of insurance obtained in compliance with this paragraph will be submitted to City for review. Failure of City to request copies of such documents will not impose any liability on City, or its employees.

13. VNA HEALTH agrees to provide immediate notice to City of any claim or loss against VNA HEALTH that includes City as defendant. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claims or claims if they are likely to involve City.
14. In the event of any loss that is not insured due to the failure of VNA HEALTH to comply with these requirements, VNA HEALTH agrees to be personally responsible for any and all losses, claims, suits, damages, defense obligations and liability of any kind attributed to CITY, or CITY'S employees or MNS Engineers, Inc. as a result of such failure.
15. Coverage will not be limited to the specific location or individual or entity designated as the address of the Project.
16. VNA HEALTH agrees not to attempt to avoid its defense and indemnity obligations to CITY and its employees, agents, officials and servants by using as a defense VNA HEALTH's statutory immunity under workers' compensation and similar statutes.
17. VNA HEALTH agrees to require all parties or subcontractors with which it enters into contracts or hires pursuant to or related in any way with the performance of this Agreement, to provide insurance covering the operations contracted for and naming as additional insureds all parties to this Agreement. VNA HEALTH agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided as required here. VNA HEALTH agrees that no contract, standard form or otherwise, used by any party in any way connected with this Agreement, or contracts VNA HEALTH enters into on behalf of CITY, will reserve the right to charge back to CITY the cost of insurance required by this or any other agreement.
18. VNA HEALTH agrees to have its coverage endorsed so that all coverage limits required pursuant to this requirement are available separately for each and every location at which VNA HEALTH conducts operations of any type on behalf of CITY. VNA HEALTH warrants that these limits will not be reduced or exhausted except for losses attributable to those specific locations and not by losses attributable to any other operations of VNA HEALTH.
19. VNA HEALTH agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and that there will be no cross liability exclusions that preclude coverage for suits between VNA HEALTH and CITY or between CITY and any other insured or Named Insured under the policy, or between CITY and any party associated with CITY or its employees.
20. For purposes of 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.
21. VNA HEALTH agrees that upon request, all agreements with subcontractors or others with whom VNA HEALTH contracts with on behalf of CITY, will be submitted to CITY for review. VNA HEALTH acknowledges that such contracts or Agreements may require modification if the insurance requirements do not reflect the requirements herein. Failure of CITY to request copies of such agreement will not impose any liability on CITY, or its employees.
22. If VNA HEALTH is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its Managers, Affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.
23. VNA HEALTH shall maintain commercial general liability, and if necessary, commercial umbrella liability insurance with a limit of not less than $5 million each occurrence for at least three years following substantial completion of the work.

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
February 28, 2022

ITEM FOR COUNCIL CONSIDERATION

Status Report of the Carpinteria Skate Park Project.

STAFF RECOMMENDATION

Receive the status report on bid analysis for the Carpinteria Skate Park Project and direct staff as determined appropriate.

Sample Motion: I move to receive the status report on bid analysis for the Carpinteria Skate Park Project and direct staff as determined appropriate.

BACKGROUND

On February 10, 2022, the City received one bid for the Carpinteria Skate Park Project. The bid was from Lash Construction, Inc. (Santa Barbara, CA) in the amount of $2,089,242. Staff presented the bid to the City Council at its meeting of February 14, 2022. Following staff's recommendation, the City Council deferred the award of the construction contract and further directed staff to return with a report on the bid analysis.

The purpose of this agenda matter is for the City Council to receive the status report on bid analysis for the Carpinteria Skate Park Project and direct staff as determined appropriate.

DISCUSSION

Since receiving a bid, staff conducted a bid analysis including the evaluation of the engineer's estimate in comparison thereto and formulated options as recommendations for consideration. The following discussion summarizes the bid analysis and recommended options.

Bid Analysis

A bid analysis is the process performed in order to justify the award or rejection of any bids received and ensures that good competition and the lowest possible bid were received. A proper bid analysis better ensures that funds are being used in the most

effective manner. A bid analysis also assists in preparing accurate engineering estimates on future projects.

The bid analysis process is an examination of the unit prices for reasonable corroboration with the engineer's estimate. Beyond the comparison of prices, other criteria that a bid analysis may consider include:

- Number of bids
- Distribution or range of the bids
- Identity and geographic location of the bidders
- Mathematical unbalancing of bids
- Current market conditions and workloads
- Potential for savings if the project is readvertised
- Comparison of bid prices with similar projects in the letting
- Justification for significant bid price differences
- Other factors as warranted

Not all of the criteria above need to be considered for all bids; however, a more thorough analysis is typically conducted in order to determine if the bids are to be rejected or a justification for award of the contract can be made when the low bid exceeds the engineer's estimate by a significant amount. In order to justify award of a contract under these circumstances, the following criteria are examined:

- Was competition good?
- Is the project essential and deferral would be contrary to public interest?
- Would readvertisement result in higher bids?
- Is there an error in the engineer's estimate?
- Is the increase within the amount programmed in the fiscal year budget?

Bid Analysis Findings

1. Engineer's Estimate Comparison

   An engineer's estimate is typically within plus or minus 10-percent of the low bid.[1] The engineer's estimate is approximately $1.4 for the project. The total of the lone bid is $2,089,242 which is nearly 50-percent over the engineer's estimate.

2. Assessment of Competition

   Competition is considered excellent when there are six or more bids within 20-percent of the low bid.[1] When only a single bid is received, the competition is considered adequate when the low bid does not exceed the engineer's estimate.

[1] Guidelines on Preparing Engineer's Estimate, Bid Reviews and Evaluation. Federal Highway Administration. 20 January 2004

Options

Based on the above analysis, a single bid is inconclusive to determine whether it is a reasonable lowest cost without adequate competition. With that, the following options may be exercised by the City in accordance with the California Public Contract Code:[2]

A. Award bid to lowest bidder.

B. Reject bid and declare that the project can be more economically performed by employees of the City. Requires passage of a resolution by 4/5ths vote of the City Council.

C. Reject bid and readvertise for bids. Reevaluate engineer's estimate.

D. Reject bid and redesign the project into phases of smaller, separate bid packages. Reevaluate engineer's estimate for each phase.

E. Abandon project.

For the exception of Option A, the other options would delay the project to some degree.

POLICY CONSISTENCY

A bid analysis is consistent with public contract administration guidelines and best practices. For this bid analysis, staff referred to "Guidelines on Preparing Engineer's Estimate, Bid Reviews and Evaluation" as published by the Federal Highway Administration.

FINANCIAL CONSIDERATIONS

Either Option A, B, C, D, or E will incur some level of cost. Other than Option A, no additional cost information for the other options is determined in this status report. Rather, a general idea of anticipated financial consequences is provided in the table below.

Option	Anticipated Financial Consequence
A	The City would incur the straight cost of the bid.
B	The City would be the role of general contractor. There are no current City personnel qualified to perform the work nor the proper equipment available. The City would need to hire its own employees of skilled labor and procure materials and equipment. The cost is undetermined but would be substantial.

[2] Public Contract Code Sec. 22030 et seq.

C	The City would incur nominal cost for posting readvertisement in local newspaper. Cooperative purchasing from a pre-qualified list may expedite construction contract procurement. Readvertising may result in lower or higher bids.
D	The City would incur costs for the redesign into smaller, separate bid packages which would include reevaluating the engineer's estimate. Readvertising may result in lower or higher bids.
E	Economic and social costs are undetermined.

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 seq.).

OPTIONS

Receive the status report on bid analysis of the Carpinteria Skate Park Project and direct staff as determined appropriate. (Staff recommendation)

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

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

Bob for M. Roberts
Signature

Staff contact:
John L. Ilasin, Public Works Director
(805) 880-3402, johni@ci.carpinteria.ca.us

Signature

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

for Durflinger
Signature

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
February 28, 2022

ITEM FOR COUNCIL CONSIDERATION

Amendment No. 3 to the Memorandum of Understanding with the Santa Barbara County Association of Governments for the Rincon Multi-Use Trail Project.

STAFF RECOMMENDATION

Authorize the Mayor to execute Amendment No. 3 to the Memorandum of Understanding with the Santa Barbara County Association of Governments for the Rincon Multi-Use Trail Project.

Sample Motion: I move to authorize the Mayor to execute Amendment No. 3 to the Memorandum of Understanding with the Santa Barbara County Association of Governments for the Rincon Multi-Use Trail Project.

BACKGROUND

On November 27, 2017, the City Council approved a Memorandum of Understanding (MOU) with the Santa Barbara County Association of Governments (SBCAG) for the delivery of the design, environmental documents, right-of-way clearance, and funding for City costs including consultant services incurred for the Rincon Multi-Use Trail Project. In February 2019, the City Council approved Amendment No. 1 to the MOU for additional funding to the project. In September 2019, the SBCAG Board approved the use of Regional Surface Transportation Program (RSTP) funds for the project.

On January 6, 2020, the Planning Commission accepted and certified the Subsequent MND for the project due to revisions in the trail design alignment than that was in the original MND. In March 2020, the California Transportation Commission approved the allocation of additional state Active Transportation Program (ATP) funds for the project and additional Regional Surface Transportation Program (RSTP) funds was allocated to the project from SBCAG. On May 13, 2020, the SBCAG South Coast Subregional Planning Committee recommended approval of Amendment No. 2 to the MOU. On May 21, 2020, Amendment No. 2 to the MOU was approved by the SBCAG Board. On May 26, 2020, the City Council authorized the Mayor to also execute Amendment No. 2 to the MOU.

The purpose of this agenda matter is for the City Council to authorize the Mayor to execute Amendment No. 3 to the MOU with SBCAG relating to additional funding for the Rincon Multi-Use Trail Project.

DISCUSSION

Amendment No. 3 updates the funding section in the MOU for the additional funding to the project. On January 20, 2022, SBCAG allocated an additional $550,000 in RSTP funds in order to deliver the project to construction readiness. On February 17, 2021, SBCAG finalized said allocation by approving Amendment No. 3 to the MOU between the City and SBCAG for the project. See Attachment A for the copy of Amendment No. 3 as approved by the SBCAG Board.

POLICY CONSISTENCY

This bikeway extension between the eastern end of Carpinteria Avenue and Rincon Beach Park will make a significant inner connection of the California Coastal Trail and the Carpinteria Coastal Vista Trail. The completed project will improve highway and railroad safety, encourage non-motorized bike use and hiking and encourage tourism. The trail will provide improved coastal access in an area with stunning natural beauty. The General Plan and Local Coastal Plan policy OSC-14 directs the City to pursue the provision of adequate parks and open space for all community members. In addition, Implementation Measure No. 70 reads as follows:

> *Continue the development of a coastline trail to extend from Carpinteria City Beach to Rincon Beach Park with vertical access points placed as frequently as possible to encourage public access.*

FINANCIAL CONSIDERATIONS

The total funding by the City is $650,000 for the project which includes $575,000 of various grants and $75,000 of City funds. See Table 1 below for a summary of grants received by the City for the project. Table 2 below shows the funding and expenses for the project.

A state Active Transportation Program (ATP) Grant in the amount of $802,000 was approved by the California Transportation Commission on March 25, 2020, and would fund the proposed amendment to the agreement with Bengal to bring the Plans, Specifications, and Estimate (PS&E) package to completion and ready the project to be bid. Recently, an additional $422,000 of Regional Surface Transportation Program (RSTP) funds was allocated to the project from SBCAG. The total additional funding is $1,224,000.

Table 1: Grants Received by City for Project*			
Grant	Date	Grant Amount	City's Contribution
Measure A Cycle 1	04/11/2012	$175,000	$0.00
Measure A Cycle 2	06/20/2013	$75,000	$75,000
Measure A Cycle 3	04/21/2016	$100,000	$0.00
CA Coastal Conservancy Grant	12/02/2010	$50,000	$0.00
CA Coastal Conservancy Grant	09/28/2017	$150,000	$0.00
Environmental Enhancement & Mitigation Program (EEMP)	2017	$25,000	$0.00
	Total	**$575,000**	**$75,000**
Grand Total of Grants & City Portion		**$650,000**	

*There is no further funding required by the City for this project, in addition to the City's previous $75,000 contribution.

Table 2: Project Funding and Expenses[1]			
Funding	Amount[2]	Expenses	Amount
Measure A Grants	$425,000	Concept/Environmental	$428,000
CA Coastal Conservancy Grant	$200,000	Design	$1,326,000
EEMP	$25,000	Right of Way	$920,000
State ATP	$802,000	Design	-
RSTP #1	$250,000	Design	-
RSTP #2	$422,000	Design	-
RSTP #3	$550,000	Design	-
Federal ATP Grant	$6,032,000	Construction	$6,032,000
Total	**$8,706,000**	**Total**	**$8,706,000**

1. There is no further funding required by the City for this project. The project is fully funded by SBCAG and ATP Grants. Caltrans has ultimate financial responsibility for this project.
2. Funding amounts shown were confirmed through e-mail communication with Fred Luna of SBCAG.

Federal Active Transportation Program (ATP) funds in the amount of $6.03 million are separately programmed for the construction of the project.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The recommendation assures contractual obligations for both parties.

OPTIONS

1. Authorize Amendment No. 3 to the MOU with SBCAG. (Staff recommendation)

2. The City Council could choose not to approve the recommendation and provide for direction to staff as determined appropriate.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

ATTACHMENTS

Attachment A: Amendment No. 3 to the Memorandum of Understanding

Staff contact:
John L. Ilasin, Public Works Director
johni@ci.carpinteria.ca.us; (805) 880-3402

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



ATTACHMENT A

Amendment No. 3 to the Memorandum of Understanding

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AMENDMENT NO. 3
TO
MEMORANDUM OF UNDERSTANDING
between
Santa Barbara County Association of Governments
and
City of Carpinteria
for the
Rincon Trail Project

This AMENDMENT NO. 3 to the Memorandum of Understanding (MOU), originally executed on November 27, 2017, between the Santa Barbara County Association of Governments (SBCAG) and the City of Carpinteria (CITY) is entered into with the authorization of the Board of Directors of SBCAG and the City Council of CITY, herein referred to collectively as PARTIES.

RECITALS

WHEREAS, PARTIES identified an improvement project that proposes to close a gap in the California Coastal Trail between CITY's eastern city limits to Santa Barbara County Rincon Park, called Rincon Trail Project and herein referred to as PROJECT.

WHEREAS, PROJECT includes the following primary features: Non-motorized multi-use trail between Carpinteria Avenue and Santa Barbara County Rincon Park, pre-fabricated steel bridge over the railroad, and ingress and egress treatments at trailheads.

WHEREAS, CITY has retained the professional services of firms to perform consulting environmental, design and preliminary engineering, utility relocation, and right of way services for PROJECT, herein referred to as CONSULTANT TEAM.

WHEREAS, CITY has administered consulting agreements for the CONSULTANT TEAM with funding sources secured by SBCAG and CITY for PROJECT.

WHEREAS, as lead agency in accordance with the California Environmental Quality Act (CEQA), CITY prepared an Environmental Impact Report (EIR) for PROJECT.

WHEREAS, on January 18, 2022, CITY's Planning Commission accepted and certified the EIR in accordance with CEQA.

WHEREAS, CITY has required the California Department of Transportation (Caltrans) to deliver PROJECT as a condition of approval of CITY's Conditional Use Permit/Coastal Development Permit No. 09-1522-CUP/CDP, dated November 23, 2017, issued to Caltrans as a part of the Linden Avenue/Casitas Pass Road Interchanges and Via Real Extension Project.

WHEREAS, the CITY's EIR included a comparative analysis of four different alternatives with the CITY identifying an environmental preferred alternative (Alternative 3).

WHEREAS, on January 19, 2019, SBCAG approved, and in February 2019, the City Council of CITY approved, Amendment No. 1 to the MOU for additional funding of $250,000 from SBCAG's share of Regional Surface Transportation Program (RSTP) funds to PROJECT.

WHEREAS, in March 2020, the California Transportation Commission approved $802,000 in Active Transportation Program (ATP) funds for the phases that include detailed design, utility relocation, permitting, and right of way necessary to complete the revised trail alignment for PROJECT.

WHEREAS, on May 21, 2020, SBCAG approve AMENDMENT NO. 2 to the MOU for additional funding of $422,000 from RSTP and another $802,000 from the Active Transportation Program (ATP) for pre-construction services for PROJECT.

WHEREAS, additional funding is needed for CITY's CONSULTANT TEAM to complete environmental, preliminary engineering, utility relocation, and right of way services necessary to complete pre-construction activities for PROJECT.

WHEREAS, on January 20, 2022, the SBCAG Board approved to contribute up to $550,000 in additional Highway 101 reserve funding from RSTP to allow the CITY and its CONSULTANT TEAM complete pre-construction work for the PROJECT.

WHEREAS, SBCAG and CITY wish to execute AMENDMENT NO. 3 to increase the budget for additional project development costs related to PROJECT.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, PARTIES do mutually agree that AMENDMENT NO. 3, shall amend the MOU and AMENDMENT NO. 1, and AMENDMENT NO. 2 as follows:

1. **Article 8 is deleted and replaced in its entirety as follows:**

   Term of the Memorandum of Understanding. The term of this MOU shall become effective upon signature of PARTIES and shall continue through December 31, 2023.

2. **Attachment C "Estimated Cost and Funding Table" is deleted and replaced in its entirety, as attached hereto and incorporated herein by reference, as shown in Exhibit 1 to this AMENDMENT NO. 3.**

Counterparts. This AMENDMENT NO. 3 may be executed in several counterparts, all of which taken together shall constitute a single agreement between the PARTIES.

Ratifications. The terms and provisions set forth in this AMENDMENT NO. 3 shall modify and supersede all inconsistent terms and provisions set forth in the MOU, AMENDMENT NO. 1, AND AMENDMENT NO. 2. The terms and provisions of the MOU, AMENDMENT NO. 1 and AMENDMENT NO. 2, except as expressly modified and superseded by this AMENDMENT NO. 3, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding and enforceable obligations of the Parties.

(Signatures on following page.)

This AMENDMENT NO. 3 to the Memorandum of Understanding is entered into by Santa Barbara County Association of Governments and shall be effective when fully executed by the PARTIES.

CITY OF CARPINTERIA

A Municipal Corporation

Wade Nomura
Mayor

Date:

ATTEST:

Acting City Clerk

APPROVED AS TO FORM:

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

SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS

A Joint Powers Authority

Das Williams
Chair, SBCAG Board of Directors

Date:

ATTEST:

Marjie Kirn
Executive Director

APPROVED AS TO FORM:
Rachel Van Mullem
County Counsel

Deputy County Counsel

EXHIBIT 1

ATTACHMENT C

COST AND FUNDING TABLE
(Dollars in Thousands)

Funding Type	MOU and Amendments		Pre-Construction Funding Totals by Phase and Agency								
			PA&ED		PS&E		Right of Way		Total		
	Description	Approval Date	CITY	SBCAG	CITY	SBCAG	CITY	SBCAG	CITY	SBCAG	Total
CC Grant[1]			$128	$0	$72				$200		$200
Other Local			$62	$0					$62		$62
MA Ped & Bike[2]			$113	$0	$215		$60		$388	$0	$388
RSTP #1 [3]	Amendment #1	1/17/2019	$0	$85		$104		$61		$250	$250
RSTP #2 [3]	Amendment #2	5/21/2020		$40		$249		$133		$422	$422
RSTP #3 [3]	Amendment #3	2/17/2022				$300		$250		$550	$550
ATP [4]	Amendment #2	5/21/2020	$0	$0		$386		$416		$802	$802
Total [5]			**$303**	**$125**	**$287**	**$1,039**	**$60**	**$860**	**$650**	**$2,024**	**$2,674**

Notes:

1. CITY received grants from the Coastal Conservancy to cover environmental and preliminary design
2. CITY received grants from the Measure A Pedestrian and Bike Program to cover environmental, design and right of way activities
3. SBCAG has contributed RSTP funds through three separate amendment actions to the MOU with CITY to cover environmental, design and right of way activities
4. SBCAG has contributed ATP funding from Cycle 3 for pre-construction work related to design and right of way activities
5. The funding totals in this MOU only cover pre-construction funding. SBCAG has been awarded ATP funding for the construction phase from ATP in the amount of $6.032 million that would need to be allocated and would be the subject of a future MOU between SBCAG and the CITY.

EXHIBIT 2

ATTACHMENT D

MILESTONE SCHEDULE

MAJOR TASK	RESPONSIBLE PARTY	TARGET DATES
Design and Right of Way Funds Authorized	SBCAG	***Complete – March 2020***
CITY ARB Approval	CITY	November 2021
EIR Certification	CITY	January 2022
Coastal Development Permit (CITY)	CITY	January 2022
Complete NEPA for RW Transfer	CITY	February 2022
COUNTY SBAR Approval	CITY (w/COUNTY)	April 2022
RW Transfer Cooperative Agreement	CITY (w/CALTRANS)	April 2022
Coastal Development Permit (COUNTY)	CITY (w/COUNTY)	May 2022
95% Design Complete	CITY	May 2022
Maintenance Agreement	CITY (w/COUNTY)	May 2022
Construction & Maintenance Agreement	CITY (w/UPRR)	June 2022
Right of Way Certified	CITY	June 2022
100% Design Complete	CITY	July 2022
Submit Request for CTC Allocation of ATP Funds	SBCAG	August 2022
Construction Phase Funds Allocated	SBCAG (w/CTC)	December 2022
Advertise for Construction Bids	CITY	February 2022
Award Construction Contract	CITY	April 2022
Begin Construction	CITY	June 2022
Complete Construction (est.)	CITY	June 2023

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
February 28, 2022

ITEM FOR COUNCIL CONSIDERATION

Amendment No. 2 to the Agreement with Bengal Engineering, Inc. for the Rincon Multi-Use Trail Project.

STAFF RECOMMENDATION

Authorize the City Manager to execute Amendment No. 2 to the Agreement with Bengal Engineering, Inc. for consulting design services for the Rincon Multi-Use Trail Project in an amount not-to-exceed $315,626 for a total amended agreement amount of $1,593,520.

Sample Motion: I move to authorize the City Manager to execute Amendment No. 2 to the Agreement with Bengal Engineering, Inc. for consulting design services for the Rincon Multi-Use Trail Project in an amount not-to-exceed $315,626 for a total amended agreement amount of $1,593,520. *(Requires a roll call vote)*

BACKGROUND

On February 12, 2018, the City Council approved the Agreement with Bengal Engineering, Inc. to prepare plans, specifications, and estimate package (PS&E) for the Rincon Multi-Use Trail Project. On February 11, 2019, the City Council approved Amendment No. 1 to the Memorandum of Understanding (MOU) with the Santa Barbara County Association of Governments (SBCAG) related to the funding and delivery of the project.

The purpose of this agenda matter is for the City Council to authorize the City Manager to execute Amendment No. 2 to the Agreement with Bengal Engineering, Inc. for consulting design services in an amount not-to-exceed $315,626 for a total amended agreement amount of $1,593,520 for the Rincon Multi-Use Trail Project in order to complete the redesign of the PS&E concurrent with the Focused Environmental Impact Report.

DISCUSSION

The proposed scope of work for Amendment No. 2 to the Agreement will allow for the redesign of the trail alignment consistent with direction coming out of the environmental review process. The work generally includes performing the following tasks:

1. Update Topographic Mapping.
2. Utility Coordination with Frontier Communications.
3. Update Geotechnical Investigation including slope stability analysis.
4. Update exhibits for Focused Environmental Impact Report.
5. Update plans, specifications, and estimate.
6. Additional right-of-way services.

Details of the proposed scope of work are shown in Attachment A.

POLICY CONSISTENCY

This bikeway extension between the eastern end of Carpinteria Avenue and Rincon Beach Park will make a significant inner connection of the California Coastal Trail and the Carpinteria Coastal Vista Trail. The completed project will improve highway and railroad safety, encourage non-motorized bike use and hiking and encourage tourism. The trail will provide improved coastal access in an area with stunning natural beauty. The City's General Plan and Local Coastal Plan Policy No. OSC-14 directs the City to pursue the provision of adequate parks and open space for all community members. In addition, implementation of Measure No. 70 reads as follows:

> *Continue the development of a coastline trail to extend from Carpinteria City Beach to Rincon Beach Park with vertical access points placed as frequently as possible to encourage public access.*

FINANCIAL CONSIDERATIONS

Pursuant to the MOU between the City and SBCAG, the City is the lead agency for the environmental document and the design of the project including the administration of the consulting agreements thereto. On March 26, 2018, the City Council approved the Agreement with Bengal Engineering, Inc. On May 26, 2020, the City Council approved Amendment No. 1 to the Agreement.

The following table summarizes Bengal Engineering, Inc.'s Agreement budget with the proposed Amendment No. 2:

	Amount
Original Agreement	$743,119
Amendment No. 1	$534,775
Amendment No. 2	$315,626
Total	$1,593,520

Table 1 below summarizes the past funds received for this project.

Table 1: Funds Received for Project			
Grant	Date	Fund Amount	City's Contribution
Measure A Cycle 1	04/11/2012	$175,000	$0
Measure A Cycle 2	06/20/2013	$75,000	$75,000
Measure A Cycle 3	04/21/2016	$100,000	$0
CA Coastal Conservancy	12/02/2010	$50,000	$0
CA Coastal Conservancy	09/28/2017	$150,000	$0
Environmental Enhancement & Mitigation Program (EEMP)	2017	$25,000	$0
	Total	**$575,000**	**$75,000**
Grand Total of Grants & City Portion		**$650,000**	

*There is no further funding required by the City to the City's previous $75,000 contribution.

In March 2020, the California Transportation Commission approved state Active Transportation Program (ATP) funds in the amount of $802,000. Concurrent thereto, SBCAG allocated $422,000 of Regional Surface Transportation Program (RSTP) funds for the project. On January 20, 2022, SBCAG allocated an additional $550,000 in RSTP funds in order to deliver the project to construction readiness. On February 17, 2021, SBCAG finalized said allocation by approving Amendment No. 3 to the Memorandum of Understanding (MOU) between the City and SBCAG for the project[1].

Table 2 below summarizes the funding and expenses for the project.

Table 2: Project Funding and Expenses			
Funding	Amount	Expenses	Amount
Measure A Grants	$425,000	Concept/Environmental	$428,000
CA Coastal Conservancy Grant	$200,000	Design	$1,326,000
EEMP	$25,000	Right of Way	$920,000
State ATP	$802,000	Design	-
RSTP	$250,000	Design	-
RSTP	$422,000	Design	-
RSTP	$550,000	Design	-
Federal ATP Grant	$6,032,000	Construction	$6,032,000
Total	**$8,706,000**	**Total**	**$8,706,000**

[1] On November 27, 2017, the City Council approved the original MOU with the SBCAG for the delivery of the design, environmental documents, and right-of-way clearance as well the funding for costs incurred including consultant services. In February 2019, the City Council approved Amendment No. 1 to the MOU for additional funding to the project. In May 2020, the City Council approved Amendment No. 2 to the MOU for additional funding to the project in order to prepare the Focused EIR.

The construction phase will be funded by a federal Active Transportation Program (ATP) funds in the amount of $6.03 million. The remaining project costs are funded by SBCAG and ATP funds.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

There are no legal or risk management considerations presented with this report.

OPTIONS

1. Authorize Amendment No. 2 to the Agreement with Bengal Engineering, Inc. (Staff recommendation)

2. The City Council Could choose not to consider the recommendation and provide further direction to staff. No authorization would result in the project being delayed.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

ATTACHMENTS

Attachment A: Amendment No. 2 to Agreement

Staff contact:
John L. Ilasin, Public Works Director
(805) 880-3402, johni@ci.carpinteria.ca.us

Signature

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

Signature

ATTACHMENT A

Amendment No. 2 to Agreement

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CITY OF CARPINTERIA
SECOND AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES

This Second Amendment for additional consulting engineering services for the Rincon Multi-Use Trail Project, for an amount not to exceed $315,626, is made and effective as of the 28th day of February, 2022 between the City of Carpinteria, a municipal corporation ("City") and Bengal Engineering, Inc. ("Consultant"). This Amendment is made a part of the original Agreement for Consultant Services for the amount of $743,119, dated March 26, 2018. The amended total of the Agreement is $1,593,520. This amendment also extends the term of the original Agreement to June 30, 2022.

Consultant services for consultant engineering services for the Rincon Multi-Use Trail Project include items as noted in the Scope of Work (Attachment A-2), at the negotiated contract fee as stated in the Payments and Rate Schedule (Attachment A-2); and said attachments are made a part of this Amendment.

Authority to Execute this Amendment

The person or persons executing this Amendment on behalf of Consultant warrants and represents that he/she has the authority to execute this Amendment on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

The City Council, on this 28th day of February, 2022, approves this Amendment and authorizes the City Manager to execute this Amendment.

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"
Bengal Engineering, Inc.

By: Md. Waliduzzaman for
Scott Onishuk, Director
Md Wahiduzzaman

APPROVED AS TO FORM:
City of Carpinteria

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

ATTACHMENT A-2

Bengal Engineering's Proposal to Provide Engineering Design Services for the Rincon Multi-Use Trail Amendment #2



Submitted to:
Mr. John Ilasin, PE
City Engineer
City of Carpinteria

September 15, 2021

BENGAL ENGINEERING INC

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September 15, 2021

John L. Ilasin, P.E.
Public Works Director/City Engineer
City of Carpinteria
Public Works Department
5775 Carpinteria Ave.
Carpinteria, CA 93013

RE: Bengal Engineering's Proposal to Provide Engineering Design Services For the Rincon Multi-Use Trail

Dear Mr. Ilasin,

Bengal Engineering is pleased to provide this proposed amendment to the existing contract for the Rincon Multi-Use Trail project.

As you know this amendment provides the scope, fee, and schedule to accommodate the changes which have been requested in the design by stakeholders as a result of multiple meetings and brain-storming sessions in the last few months. We understand this scope supersedes the previous scope.

Key geometric changes include:

1. Steepening the trail from 5% to 6% on the ocean side (this portion will not be considered ADA-compliant)
2. Changing the width of the trail from 16-feet to 14-feet

This amendment provides the scope and budget to revise the project approach as you requested.

Regards,

Md. Wahiduzzaman

Md. Wahiduzzaman, CEO

Bengal Engineering's Scope of Work-- Rincon Multi-Use Trail

1. Project Administration

This is a complex project which includes the oversight, approval, and support of many stakeholders including Caltrans, SBCAG, the City of Carpinteria (and their environmental consultant), Santa Barbara County, CPUC, Union Pacific Railroad as well as the Coastal Commission. This item provides the budget for Bengal's Project Administration for the project.

Project Management

Bengal will manage the project schedule and budget, and:

- Coordinate with stakeholders such as Caltrans, utility companies and other public agencies
- Conduct Internal Project Management: Bengal staff
- Project Schedule Support
- Provide Internal Quality Assurance/Quality Control

Progress Meetings

The Project Manager and appropriate staff will meet with the City and others by phone and in person to manage and deliver this project.

Quality Assurance/Quality Control

Bengal will review reports, submittals, and deliverables throughout the project.

Deliverables:

- Project Administration and Management
- Project Meetings
- Updated Project Schedules

2. Update Topographic Mapping and In-Fill:

Our proposal includes a budget for fill-in topographic mapping to allow detailed design of items when such a need is determined.

Deliverables:

- Fill-in topo mapping as-needed.

3. Utility Coordination Frontier Communications

As part of our prior work, Bengal prepared (on City Letterhead):

- Utility Verification Letters: April 7, 2017
- Utility Claim Letters: August 24, 2020

From this prior work we understand there is one potential conflict with an active utility within the project site: the **Frontier Communications** line on the old railroad bench. We believe this conflict exists because we can see manholes, some conduit visible at the surface, and because our old "Dig Alert" request generated a response from Frontier to mark out their lines several years ago.

We understand that Frontier is occupying old ducts they once leased from ATT. ATT's representative, Joseph Forkert, has verbally told us that ATT themselves has abandoned those old ducts and has relocated their facilities to the active UPRR corridor and makes no claim to the ducts Frontier is occupying.

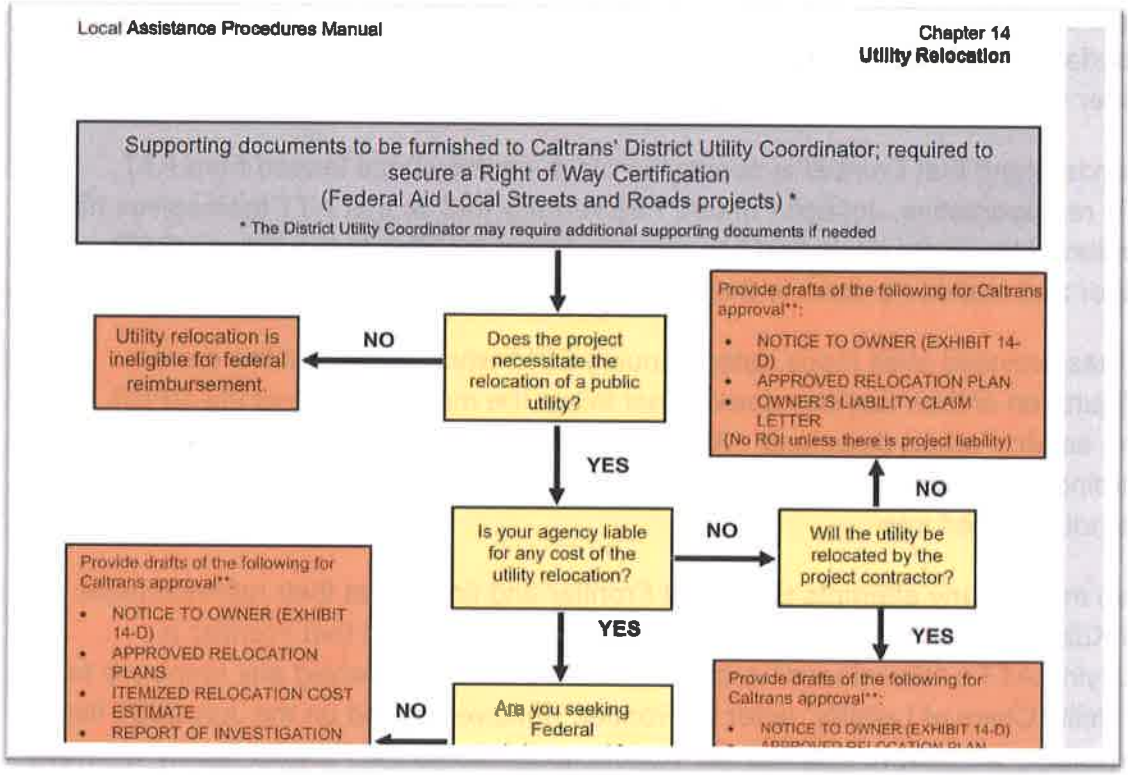
ATT has provided atlas maps dated January 2011 which show that the current configuration of their facilities does in fact follow the mountain side of the UPRR tracks as Mr. Forkert described. We've requested written confirmation from ATT regarding the abandonment of their facilities on the old UPRR bench, but so far they have not provided one.

We've made many attempts to contact Frontier and finally met their representative (Lad Kuzela) in the field in July 2021. This is how we learned that Frontier is occupying ATT's "abandoned" ducts. To date we haven't received any response to our "Utility Claim of Liability" letter to Frontier, however, based on the July 2021 field discussions, we believe that that Mr. Kuzela understands the Frontier facility will need to be relocated. Also based on what Mr. Kuzela told us, Bengal has the understanding that Frontier has no "prior rights".

In our mind it seems the most practical approach is for Frontier to relocate to either: a) follow the active UPRR corridor (like ATT and the other communications companies); or b) to follow the proposed Rincon Trail along the dirt shoulder. In the latter case, we envision that the Frontier line would need to be temporarily relocated somewhere so that the trail could be built because the proposed construction is "on top" of the Frontier facility.

To make progress on this issue, we have contacted Hamer-Jewel Associates (HJA) as the utility relocation agreements are a right-of-way issue, and the City has also requested help with appraisals and acquisitions for the Temporary Construction Easements.

When redesign is approximately 65% complete, Bengal will prepare another Utility Claim of Liability letter / conflict maps on City Letterhead and provide this information to HJA. HJA will then submit the letter to Frontier and shepherd the process with the intent to obtain a response to resolve the project conflict we currently perceive, and request Frontier to relocate clear of the construction.



Except from LAPM, chapter 14. We anticipate Frontier will relocate (top right)

Deliverables:

- Bengal: Utility Claim of Liability Letter: Frontier
- Bengal: Utility Conflict Maps: Frontier
- HJA: Shepherd the Utility Claim of Conflict letter with the intent to obtain a response.
- Bengal and HJA: Interaction with Frontier to discuss Relocation

4. Geotechnical Investigation: Analyses and Reports

This task includes additional analysis to augment the existing Geotechnical Report which was prepared in January 2019. The analysis will investigate the removal of the mid-level bench which was originally included in the project to accommodate the changes in the design on the ocean-side of the project to accommodate the revised geometry which will be prepared as part of the design modifications.

Also included are slope-stability analysis for the geo-stablized embankment from about Station 27~ to about Station 34~. Bengal will perform geotechnical slope stability analysis of the south facing cut-slope above and fill-slope below the trail, using the soil data available from the geotechnical report prepared by Bengal Engineering.

To save cost, The "Geotechnical Report" will not be re-written. Instead, the new analysis findings and design recommendations will be presented in a "**Technical Memorandum".**

Deliverables:

- Perform additional slope stability analyses, particularly along the bluff portion of the trail, utilizing the existing subsurface data and laboratory testing.

- Technical Memorandum – Analysis findings and design recommendations.

5. Environmental Support

5.1 NEPA-Supplemental Cultural Resources Support (Subcontractor SWCA)

The Caltrans right-of-way transfer requires completion of the NEPA process in accordance with requirements by the FHWA. To complete this process, Bengal's subcontractor, SWCA, has undertaken a multi-step process outlined in SWCA's "Scope of Work" dated April 20, 2020, which is attached to this proposal. This work is underway, and the scope of this work is unchanged. The approximate budget spent and budget remaining is shown on the fee estimate.

Deliverables:

- See SWCA's proposed scope of work and fee estimate for more details.

5.2 CEQA: Environmental Coord. (Supporting City consultant, Dudek)

Today, others are preparing a Supplemental EIR to address the revised project as part of the CEQA process.

Bengal's proposal provides budget to support the City's consultant as requested for efforts which could include updating the "Project Description", redefining the Areas of Potential Effect (APE), or additional study associated with coastal resources / coastal development permits.

Deliverables:

- Support City Consultant as requested.

5.3 Engineering Support for Public Presentations & CCC Approval

This item provides budget for engineering support at presentations for project review and permitting. Meetings could include a presentation to California Coastal Commission, a presentation for the City of Carpinteria Project Workshop / Open House, or the City of Carpinteria City Council.

Deliverables:

As requested, Bengal will provide:

- Graphical Support for Presentations
    - Preparation of presentation drawings / renderings of the proposed project
    - Develop presentation material including historic photographs, selected record drawings
    - Drawings showing proposed earthwork in section view
    - Drawings will be plotted and mounted on foam core presentation boards

5.4 Design Mods to Accommodate Changes Requested by CCC / Others

Discussions between the City and the CCC and between the City and the public, lead the City to believe that some adjustments in the design may be requested by others to gain support / approval.

To accommodate this situation, the City requested that Bengal Engineering include a budget to accommodate some changes so that if this situation occurs, the team can proceed without pausing for additional approval.

The budget shown accommodates effort for redesigning some components, but the scope is not defined. Should the need to use this budget arise, Bengal will meet with the City and work together to define on the scope / approach before proceeding.

Deliverables:

- Plan Modification to Accommodate CCC / Requests by Others

6. 65% Plans and Updated Estimate

6.1 65% Civil Design & Plan Preparation

There is no 35% submittal proposed as part of our work. Instead, the trail civil design will proceed based on the "Plan B" geometrics presented in August 2021. We understand this geometry is approved.

Deliverables:

- Plan and Profile sheets, developed to appropriate level
- The trail Construction Details will be prepared at appropriate scales

6.2 Prepare Design Exception: Path Profile: Ocean side

Bengal will prepare a design exception documenting the challenges guiding the decision made to alter the profile from the previously considered 5% profile slope to the selected 6% slope. At the time this proposal was prepared we understood the only topic of the Design Exception is the profile. Because the content for the document could be guided by others, the effort shown in the fee estimate is a budget figure.

Deliverables:

- Design Exception: Path Profile

6.3 65% Bridge Cost Update

The bridge plans which have been previously prepared will serve as the basis for the 65% submittal. No additional "Design" is proposed as this portion of the trail is unchanged by "Plan B".

Bengal will coordinate with at least one supplier to obtain contemporary cost estimates for the fabrication and delivery of the bridge superstructure.

Deliverables:

- Update Bridge Plan Border and sheet numbering
- Coordination with a bridge supplier: update cost estimates

6.4 65% Drainage Design

The drainage systems on the ocean side affected by the change in geometry will be redesigned using the approach which includes a brow-ditch along the ridgetop and down-drains to the beach. The design of drainage systems on the mountain side of the UPRR will remain unchanged.

Deliverables:

- Drainage plan and profile
- Drainage quantities
- Update cost estimates
- Updated Drainage Report

6.5 65% Coordination with City's Landscape Architect

This item provides a budget for Bengal to coordinate with the City's Landscape Architect as requested by the City.

Deliverables:

- Bengal's scope includes a budget to coordinate as requested.

6.6 Contract Items List and Estimate Update

A submittal of the 65% plans will be made to the City. A contract item list will be prepared, as well as an updated estimate.

Bengal will perform an independent QA/QC review of the 65% plans and incorporate appropriate revisions prior to submittal to the City.

Bengal will attend one submittal review meeting. Upon receipt of City comments on the 65% plans submittal, and approval of the environmental documents, Bengal will review and incorporate applicable revisions into the design and will resubmit with the draft 95% PS&E Submittal.

Deliverables:

- PDF files of plan sheets
- Construction Cost Estimate

Work by Others:

- The City will collaborate with others (SBCAG, Caltrans) and circulate plans for review.
- The City will cross-check, verify, delete duplicate/conflicting comments, clarify and combine redlines from various reviewers into a single package for Bengal's use.

6.7 Fencing

Prior discussions with stakeholders have included conversation about fencing for the project. The original concept included:

a) A 6-foot high chain-link fence requested by Caltrans along the "new" right-of-way",

b) A 8-foot-high chain link fence along UPRR right-of-way

c) A 48 to 54-inch high wood pole fence with black vinyl chain link "infill" along the top of the path on the ocean side

d) Bridge fencing includes black vinyl chain link in accordance with UPRR requirements "nothing fancy".

Stakeholders have suggested that more ornate fencing might be appropriate for the project but no specific examples or guidelines have been provided. This task provides a budget to develop other fencing concepts should the City decide to pursue this idea.

Work by Others:

Stakeholders will provide a few ideas for consideration.

7. Final Utility Noticing

At the time this proposal was prepared we assume that the most practical relocation for Frontier is from their current location on the old railroad bench to the active the UPRR corridor, because a) there is limited work room, b) to avoid "double relocation" and c) such a relocation will be outside of the project footprint. Bengal will review Frontier's Relocation Plan. Bengal will Prepare the "Notice To Owner" letter (LAPM Exhibit 14-D) for HJA and then HJA will continue with coordination.

It is assumed that all new or relocated utility facilities will be designed and constructed by the individual utility owners and that the utility relocation agreements will be provided by others.

Bengal will sign off on the utility relocation plan for submittal with the right of way certification package prepared by the City.

Final relocation notices will be prepared by Bengal and sent to the City for distribution.

Deliverables:

- Bengal will Review Frontier's Relocation Plan
- Bengal will Prepare "Notice to Owner" Exhibit 14-D: Frontier
- HJA will continue coordination with Frontier

8. 95% Plans, Specifications and Estimate (PSE)

The 95% PSE will proceed based on the 65% submittal. Upon receipt of comments from the 65% submittal to the City, and other jurisdictional agencies, which will be routed by the City, revisions will be made.

The 95% PS&E submittal will include details addressing the 65% plan check comments and adding further detailing. Bengal will incorporate appropriate comments in the plans and estimate. Bengal will perform an independent QA/QC review of the 95% submittal package and incorporate appropriate revisions prior to submittal to the City.

8.1 95% Plans

The 95% submittal will include revisions to the 65% plans as well as additional progress on the plan package. As part of this process, the plans will be cross-checked with the Specifications.

8.2 95% Specifications

Bengal will prepare technical special provisions for the project. Bengal will supply project specific information to the City for inclusion into the City-supplied boilerplate specifications, including order of work, time of completion, etc.

The required mitigation measures and permitting requirements from the environmental permits will be included in the specifications where applicable.

As part of this task, The City's contractor DUDEK will provide:

A) A list of the mitigation Measures

B) The permitting requirements

Bengal will review project plans and specifications for appropriate avoidance measures and conditions of permits, including items of work required by the permits and environmental mitigation measures incorporated into the bridge plans and specifications.

Items of work required by the permits will be included in the estimate and addressed in the specifications.

8.3 Traffic Control Specifications

The Traffic Control System will be developed by the contractor as part of the construction bid to encourage competitive bidding and provide the most flexibility for the project.

Bengal will create specifications including two items in the bid documents:

i. **Prepare Traffic Control System**: this will include the preparation of the plans by the Contractor's own engineer and the submittals for review/approval by the City / Caltrans

- The City / Caltrans will define the scope and provide the requirements of the Traffic Control System.
- Bengal will use the provided text in the Special Provisions

ii. **Implement Traffic Control System**: This item will include all the tools, materials, labor, equipment to implement the Traffic Control System, perhaps in a number of stages as the City / Caltrans decide.

- Using the 65% plans, the City / Caltrans will define the scope and requirements.
- Bengal will use the provided text in the Special Provisions.

8.4 VENOCO Oil Line Specifications for the Abandoned Oil Line

Specifications: At the time this proposal was prepared we understood that the VENOCO oil pipeline was abandoned. We anticipate that earthwork to build the project could "hit" this abandoned line (exact location is not known) such that the line may need to be drained (we've heard that it is filled with some sort of fluid) and capped. Bengal has tried to reach VENOCO to obtain the best practice to accommodate removing a portion of the abandoned line should such be needed. VENOCO representatives told us the company is bankrupt and that they have abandoned the line and have no responsibility to provide any guidance. Based on subsequent discussions with the City, we understand that the City will provide the specifications for this work. Bengal will cut-and-paste the information provided into the specification package or perhaps include the information provided as an attachment.

8.5 Contract Items List and Estimate

The 95% contract item list will be prepared, as well as an updated estimate reflecting changes from the 65% design.

Deliverables:

- 95% PS&E
    - PDF files of plan sheets
    - Construction cost estimate
    - Word file of Specifications
    - Right-of-Way Documentation

Work by Others:

- The City will collaborate with others (SBCAG, Caltrans) and circulate plans for review.
- The City will Cross-check, verify, delete duplicates, clarify and combine redlines from various reviewers into a single package for Bengal's use.

9. 100% Plans, Specifications and Estimate (PSE)

The Final PSE will proceed based on the 95% submittal. Upon receipt of comments from the 95% submittal to the City and other jurisdictional agencies, which will be routed by the City, revisions will be made. The Final PS&E submittal will include details addressing the 95% plan check comments and adding final detailing. Bengal will incorporate appropriate comments in the plans and estimate.

Deliverables:

- 100% PS&E including:
    - PDF files of plan sheets
    - Electronic Microsoft Excel file of Construction Cost Estimate
    - Electronic Microsoft Word file of Specifications

10. Construction Bidding Support

Bengal will provide bidding period assistance to the City. This will include consultation and interpretation of the contract documents and assisting the City in preparing addenda to the PS&E and attending pre-bid or construction meetings and bid openings. Since the nature of questions and number of questions asked is out of the control of Bengal and the City, this work will be provided on a time and materials basis, and a nominal amount has been included in the fee estimate.

Deliverables:

- Prepare Addenda
- Respond to Requests-for-Information

11. Right-of-Way

11.1 Temporary Construction Easement Maps

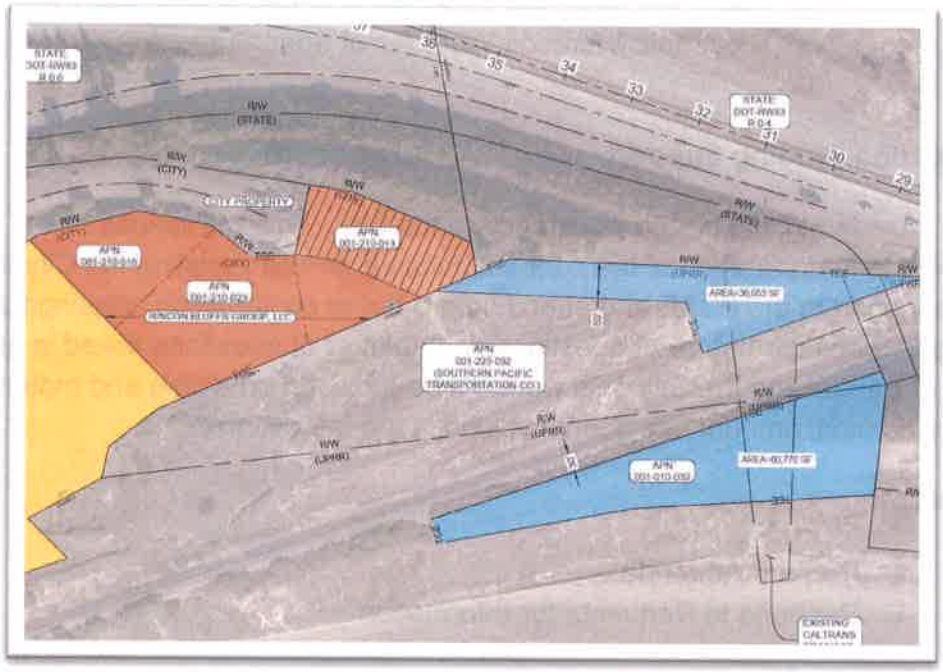
Right-of-way maps and documentation have been completed by earlier work (Reese Water and Land Surveying). We understand these have been accepted by the State and UPRR. No additional "permanent" right-of-way mapping or work is proposed. The remaining right-of-way work includes the preparation of Temporary Construction Easement (TCE) maps.

Bengal will define the TCE's. Reese Water and Land Surveying will provide the mapping and legal descriptions which will include:

A) A Temporary Construction Easement across the three Rincon Bluffs, LLC parcels. At the time this proposal was written, we hope to be able to reach an agreement to be able to use the entirety of all 3 parcels (01-210-013,016, 023). If an agreement cannot be reached, or if the City decides

otherwise, instead of obtaining temporary use of all 3 parcels, a "strip Temporary Access Easement" may be sought along the east side of parcel -013. This strip is needed for construction access.

B) Two TCE's, one each across UPRR property APN 001-220-092 and 001-010-032.



Deliverables:

- See Reese Water and Land Surveying Proposal for detailed scope and deliverables

Right-of-Way Work by Others:

- Condition of Title Reports for at least the Rincon Bluffs parcels will be provided by others (this is included in HJA's work).
- Rincon Bluffs, LLC will prepare the TCE agreement and review and record the legal descriptions with the TCE for the project.
- Others (we envision this will be UPRR) will prepare the "permanent" easement agreement and review and record the legal descriptions for the permanent easement and TCE for bridge.

11.2 Right-of-Way Appraisals and Acquisition (for TCE's)

Bengal has contacted Hamner-Jewel and Associates (HJA) to perform appraisal and acquisition activities for the private property at the end of Carpinteria Ave. See the attached proposal from HJA for their proposed scope.

11.3 Right-of-Way Relinquishment Agreement

Caltrans has suggested that help may be needed with the relinquishment process to process the transfer of ownership of the properties outside the current City limits from Caltrans to the County, then to the City. Caltrans will provide the staff and effort to for the first transfer (State to County). This contract will provide the effort for the second transfer (County to the City). Caltrans will provide a draft relinquishment agreement for this process. HJA will adapt this draft agreement and shepard this process.

Deliverables:

- See HJA's Proposal for detailed scope and deliverables.

12. Assumptions & Exclusions

1. The scope and fee described in this proposal supersedes our previous proposal.

2. Our scope and fee estimate was prepared with the information and understanding we had at the time it was prepared. Because of the nature of the project which includes many stakeholders, unknown challenges, along with design features which will evolve during the project, we propose to work as directed under a time-and-materials format.

3. Because of the change in scopes which have occurred as the project has evolved, the time which has passed, and the changes in wage rates for the personnel, carrying-over past accounting records into a project which will be redesigned to accommodate new goals will not be efficient. Therefore, our accounting for the project will have a fresh start. We will monitor the budget essentially as a new project.

4. We assume stake holders will participate proactively throughout the project.

5. We assume that the project will proceed uninterrupted.

6. City's "red lines" will be made on half-sized drawings. City will organize a single set of redline plans for Bengal's use.

7. We assume the City will route the plans through the various City / County / Caltrans departments, such as the Building Department, as part of the individual reviews and that these departments will interact with City staff.

8. Work in County Park: Bengal's proposed effort is limited to building the eastern trailhead and the ocean-side sidewalk, regrading/rebuilding the west end of the County parking lot paving to accommodate the trailhead, and reconstruction of parking lot paving which is expected to be damaged by construction. All these components have been previously shown on the prior 65% submittal. Since that submittal, stakeholders, including the County and SBCAG, have discussed additional features which are outside the scope of the this proposed contract. Those features include: extension of a bike path / trail from the eastern trailhead to Bates Road (various configurations have been discussed), and some sort of gate at Bates Road. Bengal has not included effort for any of that work in this proposal, because we have already provided a separate proposal to SBCAG as they requested.

9. Landscape plans by others. Support is a "budget" figure

10. Utilities: We assume that the utility companies will cooperate with requests for information for our use. Budget for our utility research is based on this assumption; cooperation from the utilities companies is beyond our control.

11. Effort for potholing the utilities is not included because we know of no such need.

12. Utility Research does not include "relocation" design. We assume this work will be designed by others.

13. Specifications: Effort shown in the Fee Estimate is for Bengal's work to create the "Technical Specifications" (Caltrans-format contract) with associated appendices and combine it with the City's boilerplate. Effort for proofreading the City's boilerplate, is not included.

14. Specifications: At the time this proposal was prepared, we understood that the VENOCO oil pipeline was abandoned.

15. We anticipate that the project may "hit" this abandoned line such that the line may need to be drained (we've heard that it is filled with some sort of fluid) and capped. Based on past discussions with the City, we understand that the City will provide the specifications for this work.

16. Specifications: Scope is yet to be defined.

17. Landscaping, irrigation, and design of trail head improvements are not included.

18. Bengal assumes the City will coordinate / negotiate for UPRR encroachment agreement.

19. No effort is included for evaluation of surrounding properties.

20. Fencing: we have provided a limited budget for fencing. Anticipated effort does not include interaction with UPRR. We do not anticipate it will be practical to obtain "special permission" from UPRR.

21. Geotech: No additional material testing, sampling or soil investigations are included; we will use the existing data from our previous investigation

22. Geotech: We have already drafted the plans with this concept, anticipating that the stability is suitable. If different findings are discovered, the estimated scope and fee doesn't include re-designing / re-drafting the plans.

23. We assume the preparation of a Storm water Pollution Prevention Plan will be included as a construction contract item and is not part of the "design".

24. System or mitigation measures to "improve" post-construction storm water is not included. Infiltration is not expected to be part of any analysis, because the site constraints and stability concerns are not conducive to construction of infiltration basins and because the trail will not serve motorized vehicles potentially generating pollution.

25. Caltrans Hwy 101 drainage: Bengal anticipates that no effort is required to evaluate the existing Caltrans facilities within the freeway corridor, because the proposed trail will reduce the discharge to the Caltrans property below, and that the project will utilize and modify the existing drainage systems.

26. We assume these existing Caltrans drainage systems, including the portions south of the UPRR tracks, are adequate to accommodate the project.

27. We also assume that modifications to the existing drainage systems, will be acceptable. At the time this proposal was prepared, we plan to discharge into the existing down-drain, built as part of the original construction of Hwy 101, at some point on the north side of the UPRR, as we have shown on the many previous submittals. Caltrans has recently repaired these facilities (2020); we anticipate they are in good repair.

28. On the ocean side of the railroad, we assume that we will be allowed to add down-drains from the trail to the beach, build an earthen / vegetated swale on the ridgeline following the old Hwy 2 alignment and to reconstruct the old down drain which discharges on the beach. These down-drains are needed to protect the path and prevent flow from proceeding to the County parking lot.

29. Reproduction and scanning of the Construction Bid Documents will be performed by the City.

30. The portion of the bridge superstructure over the UPRR will be designed by the fabricator. These requirements and specifications will be provided in the bid documents. We have not included effort for architectural enhancements to bridge.

31. We assume the fabricator of the steel bridge will design the "bolts" and closure plates which anchor the bridge to the foundation.

32. City staff will lead public hearings at the Planning Commission and/or City Council.

33. Hazardous material remediation for contaminated soils is excluded.

34. Right-of-Way Mapping. We understand that the Relinquishment Mapping which has already been completed will not need any modification as part of this contract.

35. Right-of-Way: no effort is included for appraisals or title company costs for the Caltrans relinquishments because such is not expected to be needed.

36. All permit fees will be paid by the City.

37. Fees Schedule: Our fee schedule is fixed for this project until January 1, 2023.

13. Task Summary Spreadsheet

BENGAL ENGINEERING Task Summary, Resource Estimate & Fees
RINCON MULTI-USE TRAIL DESIGN

10/7/2021

Task	ITEM DESCRIPTION	4/20/2020	8/31/2021	8/31/2021	9/15/2021	
	Concept Design	Revised Budget	Billed to Date	Budget Left	Revised Budget	Resultant Budget
1.1	**Project Administration**					
	Project Management					
	Progress Meetings					
	Quality Assurance/Quality Control					
	Subtotal	13,280	13,255	25		25
1.2	**Surveying and Utility Coordination**					
	Updated Aerial Map					
	control for aerial map					
	Topographic Mapping In-Fill					
	Prelim Utility Coordination - Utility Mapping					
	Existing Right-of-Way mapping					
	Subtotal	45,228	45,734	(506)	29,195	(29,701)
1.3	**Preliminary Drainage Design**					
	Preliminary Drainage Design					
	Preparation of Drainage Memo - Letter Report					
	Subtotal	15,540	15,143	398		398
1.4	**Plan Additional Geotech Investigation**					
	Plan Additional Geotech Investigation					
	Subtotal	4,840	4,835	6		6
1.5	**30% Railroad Design Plans & Specifications**					
	Design Plan Preparation					
	Project Specification Preparation					
	Construction Phasing Plan					
	California Public Utility Commission (PUC)					
	Subtotal	38,720	38,790	(70)		(70)
1.6	**Response to Concept Design Submittal**					
	Response preparation					
	Subtotal	3,270	3,900	(630)		(630)
	Total - Concept Design	120,878				
	Preliminary Engineering & Environmental Determination					
2.1	**Project Administration**					
	Project Management					
	Progress Meetings					
	Quality Assurance/Quality Control					
	Subtotal	28,980	28,980	-	44,883	(44,883)
2.2	**Technical Environmental Studies (NEPA-SWCA)**					
	Noise Study					
	Natural Environmental Study (Minimal Impacts)					
	Biological Assessment					
	Section 4(f) and 6(f) Documentation					
	Visual Impact Assessment					
	Cultural Resources - Section 106					
	Subtotal	73,395	73,395	0		0
2.3	**Preliminary Utility Coordination**					
	Utility Coordination for PE&ED					
	Subtotal	16,040	16,040	-		-
2.4	**Geotechnical Investigation: Fieldwork and Reports**					
	Preparation of Foundation & Backfill Design Documents					
	Preparation of Geotechnical Report					
	Subtotal	110,885	110,941	(56)	28,331	(28,887)
2.5	**65% Plan and Updated Estimate - Modified Alt 3 Portion (Ocean Side) Only**					
	65% Civil Design				62,763	
	65% Structure Design				1,929	
	65% Drainage Design				32,421	
	65% Traffic Control					
	65% Coordination with City's Landscape Architect					
	Contract Items List and Estimate Update				14,433	
	Design Modifications to Accommodate CCC / Others					
	Subtotal	321,590	321,590	-	111,537	(111,537)
2.6	**Environmental Determination Support (CEQA-Dudek)**					
	Environmental Approvals					
	subtotal	12,020	12,173	(153)	17,112	(17,265)
2.7	**Suppt for Public Presentations**					
	Preparation of Presentation Materials: renderings, multiple views					
	Engineering Support and Presentation				25,720	
	Engineering Support for CCC Approval / Approval by Others				16,279	
	subtotal	44,000	49,796	(5,796)	41,999	(47,795)
2.8	**Design Modifications to Accommodate CCC / Others**					
	Scope is not defined					
	subtotal	0	-	-	-	-
2.9	**NEPA - Supplemental Cultural Resources Support**					
	Extended Phase 1					
	Optional Task: Phase 2 Evaluation					
	Engineering support & field Surveying					
	Encroachment Permit (Budget Figure - No Traffic Control Expected)					
	subtotal	197,325	34,349	162,976	162,976	0
	Total - PE&ED	804,235				
	Final Design and PSE					
3.1	**Project Administration**					
	Project Management					
	Progress Meetings					
	Quality Assurance/Quality Control					
	Subtotal	20,440	12,180	8,260	11,221	(2,961)
3.2	**Environmental Permits**					
	Agency Permits					
	Subtotal	2,522	150	2,372		2,372
3.3	**Final Utility Coordination**					
	Final Design Utility Coordination					
	Final Utility Noticing					
	Subtotal	16,650	2,400	14,250	24,415	(10,165)
3.4	**95% Plans, Specifications and Estimate**					
	95% Civil Design				39,633	
	95% Structure Design					
	95% Drainage Design					
	95% Specifications				13,425	
	95% Construction Phasing Plans					
	95% Contract Items List and Estimate				9,226	
	Final Right-of-Way Mapping (3 takes, 2 TCE's)					
	Relinquishment Mapping				8,289	
	Relinquishment Mapping Tasks as Needed (budget)				3,453	
	HSA				37,548	
	Subtotal	231,490	179,769	51,721	111,574	(59,853)
3.5	**100% Plans, Specifications and Estimate**					
	100% Civil Design				22,869	
	100% Structure Design					
	100% Drainage Design					
	100% Specifications				6,786	
	100% Construction Phasing Plans					
	100% Contract Items List and Estimate				7,353	
	Subtotal	79,680	-	79,680	37,008	42,672
3.6	**Construction Bidding Support**					
	RFI's and Addendums (removed from contract)					
	Subtotal	0	-	-	7,353	(7,353)
	Total - Final Design and PS&E	350,782	963,419	312,476	628,102	(315,626)
	Grand Total	1,275,895		Grand Total:	628,102	

	Total
Reproduction Exp	1,000.00
Miscellaneous	1,000.00
Sub Total Reproduction & Misc Expenses	2000

Total Fee =	$ 1,277,895

14. Subcontractor Proposals

HAMNER, JEWELL & ASSOCIATES
Government Real Estate Services
Right of Way Acquisition ~ Relocation Assistance ~ Real Property Consulting

Offices in Ventura, San Luis Obispo and Fresno Counties

Writer's Telephone Number: (805) 773-1459
Writer's email address: ljewell@hamner-jewell.com

September 14, 2021

via email to: *scott@bengalengineering.com*

Scott Onishuk
Director, Principal Engineer
Bengal Engineering, Inc.
360 S. Hope Ave.
Santa Barbara, CA 93105

Subject: City of Carpinteria – Rincon Trail
Proposal for Right of Way Acquisition and Utility Coordination Services

Dear Scott,

Thank you for contacting Hamner, Jewell & Associates for assistance in acquiring right of way in conjunction with the City of Carpinteria's Rincon Trail Project. We would be pleased to assist you and the City with the acquisition of a temporary construction easement from the King property and with coordination with Frontier on the necessary relocation of some of their facilities.

As you are aware, Hamner, Jewell & Associates specializes in acquiring right of way in conformance with the provisions of the California Government Code and eminent domain laws as well as in compliance with federal funding requirements.

Scope of Work. From the information that you provided, it is our understanding that you seek our assistance with appraising and acquiring one temporary construction easement ("TCE") and in providing assistance with the utility relocation coordination for the Frontier facilities that will need to be relocated for the project. We will work closely with you and rely on your project plans and information. We will work with you for confirmation of the acceptability of the utility relocation plans for Frontier. We will look to you for the legal descriptions (if needed) and area calculations for the TCE on the King property. We will obtain a combined Preliminary Title Report for the King properties covering APNs 001-210-016, 001-210-023 and 001-210-013 (Rincon Bluffs Group, LLC). We will review the PTR and confirm vesting information as well as existing property encumbrances. We will assume that a formal appraisal, appraisal review, and acquisition services are needed for the King property, however, we will only proceed with steps as required, i.e. a formal appraisal review is only required if there is federal funding and Caltrans oversight and the anticipated value of the TCE will exceed $10,000.

We will prepare the appraisal and an offer package that will include a proposed Purchase Agreement and deed. We will handle the property owner outreach and communications, offer presentation, any necessary negotiations needed to bring a cooperative agreement for the

granting of the TCE for the project, and handle all processing of documentation for owner signatures and processing through the City for agreement execution and deed recordation.

We further understand that you seek our assistance in coordinating between Caltrans, the City of Carpinteria, and the County of Santa Barbara with regard to three parcels of Caltrans land that Caltrans wishes to relinquish as part of this project to the City and the County. A certain segment of the land (12106 Segment 1) will be relinquished directly to the City, with two other segments (12107 Segment 1 and 2) relinquished to the County of Santa Barbara. We understand that the County will then want to relinquish/quitclaim their segments to the City.

Overseeing these relinquishment processes involves primarily coordination and follow up to work through the processes that will be required by each of the three involved entities. Each will need to take formal actions to release their property interests and transfer them to the ultimate holder of the property rights, the City of Carpinteria. Hamner, Jewell & Associates will assist the project team with preparing necessary documents to facilitate and complete the necessary processes by coordinating with Caltrans, the County, and City staff. Anticipate that these processes could take a year or more, depending on how quickly each agency will schedule the necessary formal actions.

Information to Be Provided to HJA. We understand that you will provide us with project plans, right of way maps, and specific legal descriptions, plats, and area calculations for the areas that need to be acquired for the project and for the relinquishment areas. You will also review and plot utility information needed to determine relocation needs and the acceptability of relocation plans. We will depend on Bengal Engineering to provide Relinquishment maps for the County relinquishments to the City.

Proposed Time and Budget Allocation. To assist you with these services, we would propose to bill monthly in accordance with the terms and provisions of our current Time and Materials Fee Schedule, a copy of which is attached. We would work closely with you and your project team to assure that we are investing our efforts in accordance with your needs and preferences. In any case where one is working with people rather than completing an independently controllable task, it is always difficult to speculate in advance the specific amount of time that may be required to complete our goals. Our efforts are largely impacted by the level of accessibility and responsiveness of the property owners from whom we seek agreement and from the utility companies from whom we need responses. Obviously, some will require much more time than others in coming to terms and finalizing documents required for the purposes of the project. However, for your budgetary and contractual purposes, based upon our lengthy experience with such tasks, we propose the following budget allocation:

Task	Cost
Preliminary Title Report (Combined APNs 001-210-016, -023, -013)	$1,000
RW Appraisal	$4,500
Appraisal Review	$1,200
Acquisition Services (TCE on the King property)	$6,000

Utility Coordination, Outreach, Noticing, Prior Rights Analysis, Utility Agreement	$7,500
Relinquishment and Exchange Conveyance Processes	$12,000
Expenses (mileage, delivery, etc)	$450
Total	**$32,650**

Hamner, Jewell & Associates will only bill for actual time and expenses expended, as needed to support the project team in completing the necessary right of way acquisition, utility coordination, and relinquishment and transfer tasks. The above budget allocates up to 180 hours of HJA staff time on the acquisition, utility coordination, and relinquishment/transfer tasks. Again, we will bill only for time actually expended and will work closely with you to ensure we are focused and efficient in directing our efforts towards accomplishing necessary project goals. If, for example, it is determined that the value of the TCE may be below $10,000, we may be able to avert the formal appraisal and review and prepare instead a waiver valuation by our right of way staff at a lower cost. We will always explore the cost saving options before expending time and expenses.

This cost proposal is valid for work completed by the end of 2022. Any extended time required beyond that may necessitate additional time and budget allocation. We reserve the right to adjust our annual fee schedule on July 1 of each year.

The City of Carpinteria will be solely responsible for the compensation payment to the property owner for the TCE acquisition and any and all transactional processing, closing costs, and recording fees. The City of Carpinteria shall also be solely responsible for the payment of any appraisal reimbursement claims made by the property owner if they seek their own appraisal. Any legal review and consultation shall be handled directly by City of Carpinteria, as it sees prudent or required by its internal policies and procedures. If any additional title reports or valuations are required in order to complete the relinquishment/transfer processes, such costs would be extra expenses that are not covered in this budget.

We are prepared to assist you in this effort at the present time. We propose to utilize our staff member Don Irelan to assist with this effort, specifically with the Frontier outreach and coordination with the various agencies involved in the processes summarized above.

If you have any questions or will require anything further in order to retain us to assist you with these efforts, please contact me at either (805) 773-1459 or ljewell@hamner-jewell.com. We look forward to the opportunity to work with you and assist you and the City with this project.

Sincerely,

Lillian Jewell

Enc: 2021-22 Fiscal Year Time and Materials Fee Schedule

HAMNER, JEWELL & ASSOCIATES

FISCAL YEAR 2021-2022 RATE SCHEDULE

HAMNER, JEWELL & ASSOCIATES

(a Division of Beacon Integrated Professional Resources, Inc.)

Hamner, Jewell & Associates is committed to providing the most cost effective, quality real estate services available. At all times, by pre-directive, our clients may structure and direct our efforts and general time expenditures so as to maintain control of the course of our scope of work and the cost of our services. We will bill only for time and costs actually expended in accomplishing the project goals in the most efficient and professional manner.

Our Fiscal Year 2021-2022 Rate Schedule, effective July 1, 2021, is as follows:

Managing Senior Associate	$288 an hour
Senior Associates II	$145-195 an hour
Senior Associates I	$140-175 an hour
Associates II (Acquisition/Relocation)	$120-140 an hour
Associates I (Acquisition/Relocation)	$95-125 an hour
Contract Administrators	$120-180 an hour
Project Coordinators	$95-135 an hour
Transaction/Escrow Coordinators	$85-120 an hour
Transaction Assistants	$60-75 an hour
Assistants/Clerical Support	$40-60 an hour
Appraisers	Lump Sum Fee per Appraisal Assignment

These rates are inclusive of general office expenses, overhead, and profit. Reimbursable costs that may be passed through to the client as additional expenses include travel expenses (based upon the standard IRS mileage reimbursement rate for automobile travel, or actual expenses for rail or air travel), special handling fees such as certified, express mail, and courier delivery charges, postage, photography, copy and printing, certain project/client-specific telephone expenses, and other charges made by third parties in connection with performing the scope of services. Such third party expenses may include, but are not limited to, such costs as moving bid fees, title and escrow company charges, notary fees, and appraisal fees. Fees charged by insurance companies for issuing insurance certificates for client per contract requirements will also be billed through to client for reimbursement. Per diem charges may apply in cases where the project area is more than two hours auto commuting time away from a Hamner, Jewell & Associates ("HJA") office location.

All reimbursable and third party expenses will be billed to the client at cost plus 10%, with appropriate invoices or other appropriate documentation provided for reference, unless mark-up is contractually restricted. Mileage and travel costs will be passed through without mark-up.

Statements for work shall be rendered monthly. Payments are due within 30 days. Payments not received within said period will accrue interest at a rate of 10% per annum.

If HJA is called upon or compelled to provide support for litigation or other proceedings, or respond to subpoenas in any way whatsoever related to the work HJA has completed on client's behalf, client shall pay HJA for required time in accordance with the hourly rates and fees specified in this Fee Schedule, except, however, any time for court testimony and depositions shall be paid at a rate of $400/hour for HJA Senior Associates, $250/hour for HJA Associates, and $150/hour for HJA support staff. HJA shall additionally be reimbursed for all out-of-pocket and overhead expenses in connection with such proceedings. This provision shall survive the term of the contract and shall be binding without restriction or otherwise stated contract budget limitations.

Rates may be adjusted annually with thirty days advance written notice. Publication and distribution of this rate schedule shall be deemed such annual notice with regard to annual rate adjustment contractual provisions.

REESE Water & Land
SURVEYING SERVICES

900-B Los Osos Valley Road
Los Osos, CA 93402
805.439.2741

September 10, 2021

Mr. Scott Onishuk, PE
Bengal Engineering, Inc.
360 South Hope Avenue, Suite C-110
Santa Barbara, CA 93105

Dear Mr. Onishuk:

Subject: RINCON MULTI USE PATH PROJECT – UPDATE RIGHT OF WAY AND ANCILLARY WORK

This proposal is provided for work for subject project. This will build on work performed by me in past jobs for Bengal Engineering, Inc. (Bengal). After a discussion with you about the needs for the project, I offer the proposal below.

It is my understanding that the City of Carpinteria has requested a design revision from Bengal. It is unknown what changes those revisions may incur with respect to completed right of way work, mapping, field surveys, etc. This proposal assumes that there will be no material changes to right of way deliverables for the permanent "takes" (legal descriptions, relinquishment mapping, etc.).

This proposal does, however, include drafting the as yet uncompleted temporary construction easements, along with a provision of field work and mapping that may be required as a result of redesign.

This proposal supersedes the applicable portions of TASK E – RIGHT OF WAY – PROPOSED in my memorandum of January 29, 2018.

TASK A – RIGHT OF WAY – PROPOSED - TCEs

This task assumes five Temporary Construction Easements (TCEs) and one Temporary Access Easement (TAE) will be required as noted in the mapping provided this date under separate cover.These TCEs and TAE pertain to the following Santa Barbara County APNs:

001-210-013, -016, 023 (Rincon Bluffs Group, LLC)
001-010-032, 001-220-092 (SPTCo)

This task includes preparation of an updated right of way map showing TCEs and TAE, and also provides preparation of draft Exhibits A (legal description) and B (graphic) for The TCEs and TAE.

It would be prudent to obtain current Condition of Title Reports to confirm current title ownership and encumbrances. These are, currently, about $500 each. This task assumes COTRS will be provided by others: costs for these COTRs is not included in this task.

If during the design revisions, new stuff comes to light, or if alternate methods for implementing TCEs are desired, a revised proposal can be provided after those right of way needs are better-known. The cost

This task is *estimated* to cost $11,000.

TASK B – ANCILLARY FIELD WORK

This task includes three days of field work, and three days of concomitant mapping. It is understood this task may or may not be necessary. It is provided as a just-in-case contingency for as yet unknown design revisions. It includes travel, field operations, mapping, equipment and certified payroll, as this task falls under the DIR Public Works category. My Public Works Contractor Registration (PWCR) is 1000042781.

This task is *estimated* to cost $10,700.

TASK C – RECORD OF SURVEY – FUTURE REQUIREMENT – NOT INCLUDED IN THIS PROPOSAL

This project has caused three parcels within the current right of way to be relinquished from the state of California to the City and/or the County of Santa Barbara. While that *mapping* project has been completed to the best of my knowledge, one of the state's requirements to consummate a relinquishment is *setting monuments and preparation and submittal of a record of survey map* (RS) that show the set monuments for the areas relinquished. This is only possible after construction is done. When that will be is uncertain at this point.

This task would include setting at least 13 monuments along the new right of way for Hwy 101 and would include preparation of an RS and its submittal to the Santa Barbara County Surveyor for review. It would include the County's scheduled costs of RS submittal and review in effect when the RS is initiated.

It is entirely possible that the survey and RS can be done by other licensed individuals. I am including this task to memorialize the need for this future work to complete the relinquishment.

Please see the attached "Standard Project Conditions" for other items not included in above proposal or that may be outside the scope of billing or work.

Thank you for the opportunity to present this proposal. If the above scope of work and the attached "Standard Project Conditions" are acceptable, please sign, date and return this letter and the attached "Standard Project Conditions" sheet at your earliest convenience. If you need to change the scope of work as outlined above or would like to discuss any part of this proposal, please do not hesitate to call.

Sincerely,

Robert J. Reese, Calif. LS 6208
Attachment: "Standard Project Conditions"

Accepted by:

_____	_____	_____
client signature	date	title

Standard Project Conditions - REESE Water & Land Surveying Services (RWLSS)

Project RINCON MULTI USE PATH PROJECT – UPDATE RIGHT OF WAY AND ANCILLARY WORK
Client BENGAL ENGINEERING, INC. c/o SCOTT ONISHUK, PE

A. STANDARD PROJECT CONDITIONS:

- Original materials are copyright © 2021, RWLSS unless otherwise directed.
- Scope of work and services are described in proposal dated September 10, 2021
- Schedule for project commencement is dependent on workload when notice to proceed is given.
- Payment is due upon completion of described scope of work.
- Progress billing may be submitted on a monthly basis. The outstanding balance after project completion is due upon receipt.
- The following items, if incurred, that are not listed in the proposal will be billed at cost: research, graphic, reproduction or printing expenses; postage, telephony, courier or special mailing expenses; photography, prints and reprint expenses; outside fees including, but not limited to permits, application fees, recording fees, filing fees, etc.

B. SPECIFIC PROJECT CONDITIONS:

- This proposal is good for 60 days.
- Billing will be based on ☑ fee schedule rates ☑ fixed fee ☐ NTE proposal
- Consultation or coordination with client and/or third parties will be billed according to
  ☑ current fee schedule ☑ rate of $ 180.00 per hour.

C. ITEMS REQUIRED TO BE PROVIDED BY THE CLIENT

☑ Right of entry provided hereby for performance of the survey and related activities.
☑ The required deposit before beginning is ☐ % ☐ $ _____ ☑ waived
☑ The following items and Information shall be provided by client at no additional cost:
☑ Title information: Title Report OR Prelim. Title Report OR Deed(s) ☐ Control data
☑ Other: COTRS and/or information if & as needed by others

(The following are required per B&P Code §8759 and Admin.Code §463.5.)

A written agreement regarding any a) additional services or b) substantial changes to scope or conditions will be made before performance of additional services or under changed scope or conditions. The agreement shall include changes to costs and schedule.

RWLSS has a right to complete the services described and agreed upon for this project. However, this agreement may be terminated by a) written notice from either client or RWLSS prior to any expenses being incurred on client's behalf or b) payment for expenses and services rendered up to the date of receipt of client's written notice to terminate, provided said notice to terminate is agreed to by RWLSS.

Disputes arising out of this agreement that remain unresolved by negotiation between client and RWLSS shall be first submitted to mediation services and secondly, if still unresolved, to binding arbitration services in accordance with American Arbitration Association® rules. Venue for mediation or arbitration shall be San Luis Obispo, California. All costs in connection with mediation or binding arbitration services shall be borne by client.

Robert J. Reese is licensed by the California Board for Professional Engineers, Land Surveyors and Geologists.

Robert J. Reese, Calif. LS 6208	September 10, 2021 date

☞ _____	☞ _____	☞ _____
client signature	date	title

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
February 28, 2022

ITEM FOR COUNCIL CONSIDERATION

Amendment No. 3 to the Agreement with Dudek for the Rincon Multi-Use Trail Project.

STAFF RECOMMENDATION

1. Authorize the City Manager to execute Amendment No. 3 to the Agreement with Dudek to complete the CEQA documentation for the Rincon Multi-Use Trail Project in an amount not-to-exceed $27,470 for a total amended agreement amount of $228,900.

2. Authorize a budget increase of $343,096 to Capital Improvements Project Fund Expense Account No. 301-403-5780 for Project PK-19-004-5783 and a budget appropriation of $343,096 to Capital Improvement Project Fund Revenue Account No. 301-403-4380 for Project PK-19-004-4380.

Sample Motion: I move to:

1. Authorize the City Manager to execute Amendment No. 3 to the Agreement with Dudek to complete the CEQA documentation for the Rincon Multi-Use Trail Project in an amount not-to-exceed $27,470 for a total amended agreement amount of $228,900.

3. Authorize a budget increase of $343,096 to Capital Improvements Project Fund Expense Account No. 301-403-5780 for Project PK-19-004-5783 and a budget appropriation of $343,096 to Capital Improvement Project Fund Revenue Account No. 301-403-4380 for Project PK-19-004-4380.

(Requires a roll call vote)

BACKGROUND

On February 12, 2018, the City Council approved the Agreement with Dudek to prepare amended environmental documents for the Rincon Multi-Use Trail Project. On February 11, 2019, the City Council approved Amendment No. 1 to the Memorandum of Understanding (MOU) with the Santa Barbara County Association of Governments (SBCAG) related to the funding and delivery of the project.

The purpose of this agenda matter is for the City Council to authorize the City Manager to execute Amendment No. 3 to the Agreement with Dudek for consulting environmental planning services in an amount not-to-exceed $27,470 for a total amended agreement amount of $228,900 for the Rincon Multi-Use Trail Project in order to complete the Focused Environmental Impact Report (Focused EIR) concurrent with the redesign; and further authorize a budget increase of $343,096 to Capital Improvements Project Fund Expense Account No. 301-403-5780 for Project PK-19-004-5783 and a budget appropriation of $343,096 to Capital Improvement Project Fund Revenue Account No. 301-403-4380 for Project PK-19-004-4380.

DISCUSSION

The proposed scope of work for Amendment No. 3 to the Agreement will allow for the redesign of the trail alignment consistent with direction coming out of the environmental review process. Details of the proposed scope of work are shown in Attachment A.

POLICY CONSISTENCY

This bikeway extension between the eastern end of Carpinteria Avenue and Rincon Beach Park will make a significant inner connection of the California Coastal Trail and the Carpinteria Coastal Vista Trail. The completed project will improve highway and railroad safety, encourage non-motorized bike use and hiking and encourage tourism. The trail will provide improved coastal access in an area with stunning natural beauty. The City's General Plan and Local Coastal Plan Policy No. OSC-14 directs the City to pursue the provision of adequate parks and open space for all community members. In addition, implementation of Measure No. 70 reads as follows:

> *Continue the development of a coastline trail to extend from Carpinteria City Beach to Rincon Beach Park with vertical access points placed as frequently as possible to encourage public access.*

FINANCIAL CONSIDERATIONS

Pursuant to Memorandum of Understanding (MOU) between the City and SBCAG, the City is the lead agency for the environmental document and the design of the project including the administration of the consulting agreements thereto. On March 26, 2018, the City Council approved the Agreement with Dudek. On May 26, 2020, the City Council approved Amendment No. 1 to the Agreement. On September 14, 2021, the City Council approved Amendment No. 2 to the Agreement.

The following table summarizes Dudek's Agreement budget with the proposed Amendment No. 3:

	Amount
Original Agreement	$45,395
Amendment No. 1	$59,250
Amendment No. 2	$96,785
Amendment No. 3	$27,470

Total	$228,900

Table 1 below summarizes the funds received for this project.

Table 1: Funds Received for Project			
Grant	Date	Fund Amount	City's Contribution
Measure A Cycle 1	04/11/2012	$175,000	$0
Measure A Cycle 2	06/20/2013	$75,000	$75,000
Measure A Cycle 3	04/21/2016	$100,000	$0
CA Coastal Conservancy	12/02/2010	$50,000	$0
CA Coastal Conservancy	09/28/2017	$150,000	$0
Environmental Enhancement & Mitigation Program (EEMP)	2017	$25,000	$0.00
	Total	**$575,000**	**$75,000**
Grand Total of Grants & City Portion		**$650,000**	

*There is no further funding required by the City to the City's previous $75,000 contribution.

In March 2020, the California Transportation Commission approved state Active Transportation Program (ATP) funds in the amount of $802,000. Concurrent thereto, SBCAG allocated $422,000 of Regional Surface Transportation Program (RSTP) funds for the project. On January 20, 2022, SBCAG allocated an additional $550,000 in RSTP funds in order to deliver the project to construction readiness. On February 17, 2021, SBCAG finalized said allocation by approving Amendment No. 3 to the Memorandum of Understanding (MOU) between the City and SBCAG for the project[1].

Table 2 below summarizes the funding and expenses for the project.

Table 2: Project Funding and Expenses			
Funding	Amount	Expenses	Amount
Measure A Grants	$425,000	Concept/Environmental	$428,000
CA Coastal Conservancy Grant	$200,000	Design	$1,326,000
EEMP	$25,000	Right of Way	$920,000
State ATP	$802,000	Design	-
RSTP	$250,000	Design	-
RSTP	$422,000	Design	-

[1] On November 27, 2017, the City Council approved the original MOU with the SBCAG for the delivery of the design, environmental documents, and right-of-way clearance as well the funding for costs incurred including consultant services. In February 2019, the City Council approved Amendment No. 1 to the MOU for additional funding to the project. In May 2020, the City Council approved Amendment No. 2 to the MOU for additional funding to the project in order to prepare the Focused EIR.

RSTP	$550,000	Design	-
Federal ATP Grant	$6,032,000	Construction	$6,032,000
Total	**$8,706,000**	**Total**	**$8,706,000**

The construction phase will be funded by a federal Active Transportation Program (ATP) funds in the amount of $6.03 million. The remaining project costs are funded by SBCAG and ATP funds.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

There are no legal or risk management considerations presented with this report.

OPTIONS

1. Authorize Amendment No. 3 to the Agreement with Dudek and authorize a budget increase of $343,096 to Capital Improvements Project Fund Expense Account No. 301-403-5780 for Project PK-19-004-5783 and a budget appropriation of $343,096 to Capital Improvement Project Fund Revenue Account No. 301-403-4380 for Project PK-19-004-4380. (Staff recommendation)

2. The City Council Could choose not to consider the recommendation and provide further direction to staff. No authorization would result in the project being delayed.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

ATTACHMENTS

Attachment A: Amendment No. 3 to Agreement

Staff contact:
John L. Ilasin, Public Works Director
(805) 880-3402, johni@ci.carpinteria.ca.us

Signature

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

Signature

ATTACHMENT A

Amendment No. 3 to Agreement

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CITY OF CARPINTERIA
THIRD AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES

This Third Amendment for additional consulting engineering services for the Rincon Multi-Use Trail Project, for an amount not to exceed $27,470, is made and effective as of the 28th day of February, 2022 between the City of Carpinteria, a municipal corporation ("City") and Dudek ("Consultant"). This Amendment is made a part of the original Agreement for Consultant Services for the amount of $45,395, dated March 26, 2018. The amended total of the Agreement is $228,900. This amendment also extends the term of the original Agreement to June 30, 2022.

Consultant services for consultant engineering services for the Rincon Multi-Use Trail Project include items as noted in the Scope of Work (Attachment A-3), at the negotiated contract fee as stated in the Payments and Rate Schedule (Attachment A-3); and said attachment is made a part of this Amendment.

Authority to Execute this Amendment

The person or persons executing this Amendment on behalf of Consultant warrants and represents that he/she has the authority to execute this Amendment on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

The City Council, on this 28th day of February, 2022, approves this Amendment and authorizes the City Manager to execute this Amendment.

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"
Dudek

DocuSigned by:
By: Joseph Monaco
61A12CB5F28F42F...
Joe Monaco, President

APPROVED AS TO FORM:
City of Carpinteria

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

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ATTACHMENT A-3

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DUDEK

621 CHAPALA STREET
SANTA BARBARA, CA 93101
805.963.0651

September 10, 2021

John Ilasin
Director, Public Works
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013

SUBJECT: **Budget Amendment Request**
Focused Environmental Impact Report
Carpinteria Rincon Multi-Use Trail, Carpinteria, California

Dear John:

In September 2020 Dudek generated a scope and cost estimate for preparation of a Focused Environmental Impact Report (EIR) for the Carpinteria Rincon Multi-Use Trail. Since September 2020, several circumstances have arisen with respect to trail design revisions, the level of public and agency comment on the EIR, and the need for additional labor to produce an adequate and complete EIR document which reflects these circumstances. Brief descriptions of design changes and additional efforts to prepare the EIR are provided below.

Project Design Alternative 4

Our original EIR scope envisioned that an alternative design located adjacent to US Highway 101 would be dismissed as technically infeasible, therefore requiring no analysis in the Alternatives section of the EIR. However, due to an overwhelming response in the NOP indicating a highway adjacent trail alignment needed to be evaluated, the Project Team directed Bengal to prepare a concept design for Alternative 4 that aligns the trail primarily along the southern/western boundary of the US Highway 101 corridor. Dudek then carried out comparative level analysis of this Alternative 4 conceptual design in the same level of detail as the other 3 alternatives. The analysis included new field surveys for biology and cultural resources, due to the eastern portion of the alignment not having been included in the original area of project affect. Technical assessments for air quality, noise, and surface water quality were also completed for the Alternative 4 conceptual design. The analysis of Alternative 4 was completed by Dudek and included in the Public Draft EIR (in other words, this task was accomplished already, to keep the Draft EIR schedule on track).

Public & Agency Comments

The volume and comprehensiveness of comments submitted on the Draft EIR by members of the soaring community, California Coastal Commission, California Department of Fish & Game, and County of Santa Barbara were well in excess of the level anticipated. Responses to this volume of comments required additional labor above and beyond the budget included in our original scope. Dudek completed responses to all comments received on the Draft EIR during preparation of the Administrative Final EIR (in other words, this task was accomplished already, to keep the Administrative Final EIR schedule on track).

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Revisions to Alternative 3

As part of a comprehensive quality engineering evaluation, including cost analysis, the Project Team directed Bengal to explore design revisions with the potential to reduce project construction costs. The result was preparation of conceptual engineering plans for Revised/Refined Alternative 3. Dudek participated in several design meetings to provide feedback on environmental review implications, with the ultimate conclusion that Alternative 3 will be revised/refined within the context of the Final EIR, as a more comprehensive response to comments received regarding earthwork volume reduction. The description of Alternative 3 "Revised/Refined" will be appropriately detailed, and the discussion of each issue area will be updated under the Alternative 3 evaluation. The response to comments will also be reviewed and updated accordingly to refer to the Revised/Refined Alternative 3, corrected earthwork quantities, and how it responds to identified concerns. The incremental increase in the surface slope of the eastern/southern portion of the trail under Revised Alternative 3 will be highlighted, with indication such surface slope would marginally exceed ADA requirements.

Budget Amendment Request

In order to cover the labor expenses for the tasks described above Dudek is requesting a budget amendment in the amount of **$27,470.** The attached spreadsheet provides a breakdown of staff assignment and hours resulting in this budget amendment request amount.

Please don't hesitate to contact me at (805) 308-8527 or by email at jleech@dudek.com with any questions or concerns regarding this budget amendment request. We look forward to continuing to work with you and the City of Carpinteria on this very beneficial project.

Kind regards,

DUDEK

Jonathan V. Leech, AICP
Senior Project Manager

Attachment: Cost Breakdown for Budget Amendment Request

CARPINTERIA RINCON TRAIL EIR BUDGET AMENDMENT REQUEST

September 10, 2021

	Leech 245	Romero 160	McDevitt 170	Moine 180	GIS 160	PUBS 95	COST
Alternative 4	8	12	16	12	4	6	$ 9,970.00
Response to Comments - Higher Than Anticipated Volume	16	16	2	8		6	$ 8,830.00
Revisions to Alternative 3 - Update Analysis & RTCs	8	16			4	6	$ 5,730.00
Meetings & Project Admin (Extra team meetings for all design iterations, RTCs, etc)	12						$ 2,940.00
						TOTAL AMENDMENT REQUEST:	$ 27,470.00

DUDEK

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City of Carpinteria

COUNCIL AGENDA STAFF REPORT
February 28, 2022

ITEM FOR COUNCIL CONSIDERATION

Agreement with ZWorld GIS for Mapping and Geographic Information System Services.

STAFF RECOMMENDATION

Authorize the City Manager to execute the Agreement with ZWorld GIS for mapping and geographic information system services in an amount not-to-exceed $ $35,724.

Sample Motion: I move to authorize the City Manager to execute the Agreement with ZWorld GIS for mapping and geographic information system services in an amount not-to-exceed $ $35,724. *(Requires a roll call vote)*

BACKGROUND

Since 2016, ZWorld GIS has been performing mapping and geographic information system (GIS) services for the City. Such services had initially started as the development of the City's first GIS in an effort to map County of Santa Barbra Tax Assessor parcels, aerial imagery, zoning and land use, and various City infrastructure and facilities for the purpose of essentially converting the City's paper mapping system into a digital mapping system. Since the original agreement with ZWorld GIS in 2016, four more agreements have been issued on an annual basis for continuance of the GIS development including the following tasks:

- Development of web/mobile applications such as the City's Pavement Condition Viewer application
- Incorporation of potable water distribution and sanitary sewer collection pipeline facilities
- Inventory of the City's storm drain system, and
- Maintenance and technical support of the GIS

The purpose of this agenda matter is for the City Council to authorize the City Manager to execute the Agreement with ZWorld GIS for continuing the mapping and GIS services in an amount not-to-exceed $35,724.

DISCUSSION

In general, the proposed scope of work for the Agreement will include performing the following tasks:

1. Creating, developing, and populating new GIS data based on engineering and/or field requirements from aerial imagery, engineering and survey drawings, tabular data, and GPS data.
2. GIS data support for the City's GIS web/mobile applications.

Details of the proposed scope of work is shown in Attachment A.

POLICY CONSISTENCY

The recommendation is consistent with the Sustainable Community Policy for energy conservation and waste reduction from the use of paper by using a robust, digital mapping and geographic information system.

FINANCIAL CONSIDERATIONS

The FY 2021-22 Adopted Budget includes sufficient Measure A funds under Engineering Services Account No. 215-411-5228 to cover the proposed agreement with ZWorld GIS.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

There are no legal or risk management considerations presented with this report.

OPTIONS

1. Authorize the Agreement with ZWorld GIS. (Staff recommendation)

2. The City Council Could choose not to consider the recommendation and provide further direction to staff. No authorization would result in the project being delayed.

PRINCIPAL PARTIES EXPECTED AT MEETING

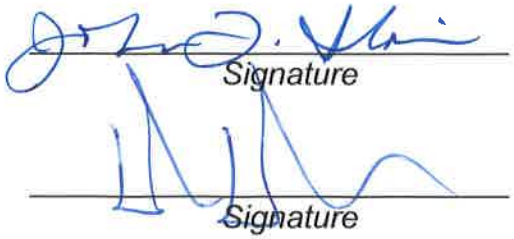
There are no principal parties expected at the meeting.

ATTACHMENTS

Attachment A: Agreement with ZWorld GIS

Staff contact:
John L. Ilasin, Public Works Director
(805) 880-3402, johni@ci.carpinteria.ca.us

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



ATTACHMENT A

Agreement with ZWorld GIS

AGREEMENT FOR CONSULTANT SERVICES

Mapping/GIS Services for Calendar Year 2022

THIS AGREEMENT FOR CONSULTANT SERVICES ("**Agreement**") is made and effective as of the 28th day of February, 2022 by and between the City of Carpinteria, a municipal corporation ("**City**"), and ZWORLD GIS ("**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 31st day of December, 2022; 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 Thirty Five Thousand Seven Hundred Twenty Four Dollars ($35,724.00) 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.** Except as explicitly provided in Exhibit E relating to claims by Consultant, if any dispute, claim or disagreement shall arise relative to the interpretation or enforcement of this Agreement, the parties shall use commercially reasonable efforts to settle the dispute, claim or disagreement. To this end, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such a solution within a period of thirty (30) days, then, upon notice by either party to the other, the dispute, claim or disagreement shall be submitted to final, binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitrator shall have the authority to assess arbitration costs and expenses against either or both parties. The decision in the arbitration shall be binding on all parties, and judgment on any arbitration award may be entered in any court of competent jurisdiction.

8. **INSURANCE**. Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in the attached Exhibit 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:
Zacharias Hunt, Principal
ZWORLD GIS
27 West Anapamu Street, Suite 191
Santa Barbara, CA 93101
P:(805) 448-1726
F:

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. Consult 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"
ZWORLD GIS

By: Zacharias Hunt
Zacharias Hunt, Principal

APPROVED AS TO FORM:
City of Carpinteria

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

EXHIBIT A

TASKS TO BE PERFORMED

PROPOSAL FOR PROFESSIONAL GIS SERVICES

CITY OF CARPINTERIA
MAPPING/GIS SERVICES

January 2, 2022

ZWORLD™
GEOSPATIAL INFORMATION SYSTEMS

Submitted to:

Public Works Director
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013

Submitted by:

ZWORLD GIS
27 West Anapamu Street Suite #191
Santa Barbara, CA 93101
Tel 805.448.1726
info@zworldgis.com

Z | WORLD
GEOSPATIAL INFORMATION SYSTEMS

January 2, 2022

Public Works Director
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013

Re: MAPPING/GIS SERVICES

Dear Public Works Director,

ZWORLD GIS is honored to provide a proposal for the City of Carpinteria. The following pages contain details on the particular services we have designed for supporting the City of Carpinteria Public Works GIS.

The City of Carpinteria, Public Works Department has identified the need to develop and maintain GIS data in support of the various operations within the Department. These tasks include: creating, developing and populating new GIS data based on engineering and/or field requirements from aerial imagery, engineering and survey drawings, tabular data, GPS data, and also GIS data support for the City GIS web application. ZWORLD GIS will submit progress reports on work tasks completed. ZWORLD GIS has proposed staff supplement services that provide a solution that addresses the immediate tasks of the Department, while providing a solution for on-going support for maintenance of the GIS data and applications.

The current proposal includes a cost increase due to an assessment of our Company operations, due to inflation we have had to adjust our costs using the Consumer Price Index. In particular, the Index ID: CUURS49ASAO, all items in Los Angeles-Long Beach-Anaheim, CA, all urban consumers, not seasonally adjusted. The December 2016 index of 297.925 and the December 2021 of 250.189 was used to derive the 19% increase in cost proposal. Attached is our proposal for GIS Support services for FY22-23. The fixed cost of the proposed contract services and not to exceed is $35,724 for annual on-going support of the Public Works GIS.

Thank you for the opportunity to provide you with this proposal. ZWORLD GIS would welcome any opportunity to meet with City officials to discuss any City specific questions related to this proposal. We understand the importance of this project to the City and the local community. We look forward to talking with you at your convenience.

Sincerely,

Zacharias Hunt, MPA
Project Manager
ZWORLD GIS

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ZWORLD
GEOSPATIAL INFORMATION SYSTEMS

About ZWORLD GIS



As a one of the leading service providers of geospatial data products and services in the Santa Barbara/Ventura region, we are cognizant of the crucial role that such information and technology plays in key decisions at all levels of government. ZWORLD GIS is committed to the highest quality and technical standards in this industry, and to supplying decision makers with reliable, accurate information that empowers decision making. This commitment is what sets ZWORLD GIS above others in the industry.

Our goal has been to combine cutting-edge technology with a team of key technical personnel with impressive career achievements and extensive experience in the field of Geospatial Technology and Mapping. ZWORLD GIS will be utilizing the latest approaches and best practices developed in the industry. ZWORLD GIS draws upon years of experience deploying GIS services, which has included developing a GIS Strategic Plan for the County of Santa Barbara as well as the Channel Islands Regional Geographic Information System Collaborative. Being familiar with asset management, mobile field applications, engineering and design processes, legal policies and procedures, and GIS solutions, ZWORLD GIS is uniquely qualified to produce GIS data that is realistic and will assist with achieving business success for the City of Carpinteria.

ZWORLD GIS is a consulting business located in Santa Barbara, California. We provide GIS services and solutions to both private and public organizations. ZWORLD GIS is an Environmental Systems Research Institute, Inc. (ESRI) centered business utilizing the ESRI suite of desktop, database, web, mobile and cloud product solutions and integration strategies related to geospatial data. We support small business needs of basic GIS data development, analyses, and cartographic needs, as well as large scale organizations that require enterprise advanced solutions to capture, store and disseminate information through a variety of application types and portals. With over 25 years of experience in the geospatial technology industry, ZWORLD GIS understands today's business needs within local government and municipalities. Whether the focus is on infrastructure and utility management, planning and land use, law enforcement, environmental and natural resource, emergency preparedness, or public safety, ZWORLD GIS has the experience and resources to meet your challenges with cost effective and scalable GIS solutions.

Background

The City of Carpinteria is a small oceanside city located in southeastern Santa Barbara County, California, east of Santa Barbara and northwest of Ventura.

City of Carpinteria

CITY OF CARPINTERIA
Incorporation Date: *Sept. 1965*
Jurisdiction Size: *2.59 square miles*
Total Population: *13,040*

PUBLIC WORKS DEPARTMENT
The seven Department Programs include:
Administration
Transportation, Parking & Lighting
Solid Waste
Street Maintenance
Right of Way Maintainance
Capital Improvement Program
Watershed Management

The Public Works Department is comprised of approximately 9 full time positions with a majority of the services provided by contract labor. The Department has several major service contracts for engineering, solid waste collection and program management, street sweeping, and landscape maintenance.

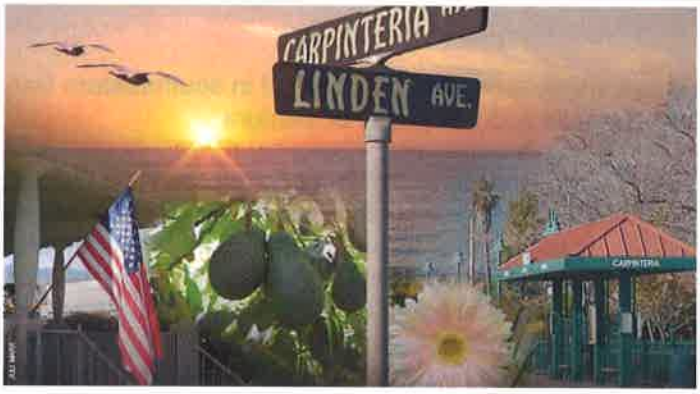
The incorporated City of Carpinteria is a General Law City with a Council-Manager form of government. The Council-Manager form is the system of local government that combines the political leadership of elected officials in the form of a Council with the managerial experience of an appointed local government manager. Departments are organized by service under various divisions and managed by Department Heads that report to the City Manager.

Carpinteria Mission Statement - "***The diversity of the community shall be recognized, and City government shall serve the interest of all residents, maintaining an atmosphere in which the residents feel the City has their best interests at heart at all times. Government in Carpinteria shall be open, honest and equitable and shall encourage, to the fullest extent possible, public participation in the decisionmaking process...***"

The Public Works Department is comprised of two divisions that oversee seven separate budget programs. The services provided by the department range from the ongoing maintenance and improvement to the City's streets, parking and facilities, to the engineering design and construction of the City's capital improvement projects.

The Public Works Department inherited much of the operational data from the County of Santa Barbara. For example sets of "road as-builts", road maintenance databases, and road right-of-away data was made available to the Public Works Department to use for the City's operational programs. However very little was in a GIS format or even ready to be converted into GIS data. Also at that time the Department did not have the immediate resources to develop the data into GIS or GIS applications for use by Department staff.

In order to assess and analyze the potential use of GIS technology and its impact on internal and external operations, the Department is seeking the services of a qualified GIS professional to conduct GIS data development. The Public Works Department is committed to advancing the automation and modernization of infrastructure and asset management practices and leveraging existing "location-based" projects to maximize their use and integration across participating Programs. This proposed project will address the needs and potential deployment of GIS in the Public Works Department, while also recognizing how the Public Works GIS "fits" into the larger organization of the City.



Significance of Project

With the Public Works Department pursing a GIS Data Development, it dovetails with the Departments Operational Goals established in the 2013/14 Operating Budget. The City of Carpinteria Operating Budget which helps to guide the organization through a series of goals and performance measures can benefit further by having a more specific GIS road map as it relates to the functions and services provided by the Public Works Department. A Public Works GIS can strengthen the success of achieving and supporting many of the goals the Department has established. In particular the following goals can achieve a positive impact from GIS:

Goal – Street Maintenance

To keep the City streets in good condition by monitoring the condition of the pavement, markings and signs, making minor repairs as quickly as possible and to be preparing major pavement maintenance projects on a yearly basis.

Goal – Right-of-Way Maintenance

To keep the curb, gutter, sidewalk and landscaped areas of City streets in good condition by effectively managing vendor contracts, managing the street tree program, and maintaining and repairing street appurtenances.

Goal – Transportation, Parking, and Lighting

To continue to improve transit service and safety, better manage the on and off-street parking inventory and to improve lighting at the City owned parking lots.

Scope of Work – Mapping/GIS Services

Project Description

The City of Carpinteria, Public Works Department has the need for GIS data and applications that support the Engineering, Street Maintenance, Parks and Open Space, Capital Improvement Program, Storm Water Management, and Solid Waste and Environmental Divisions. ZWORLD GIS will perform GIS data development, GIS data maintenance, application support, and mapping services as it relates to the operations within these Divisions. This will include creating and updating GIS data from as-built drawings, aerial imagery, tabular data, and/or GPS data.

Staff Supplement Services

ZWORLD GIS – Staff Supplement Services

ZWORLD GIS will assist the Public Works Department with the need for dedicated GIS services to either maintain current GIS initiatives or to fulfill legal mandates and obligations associated with business needs. ZWORLD GIS can sustain the GIS staffing needs while implementing GIS initiatives within the current staffing levels and budget constraints. In outsourcing GIS functions, the Public Works Department can ensure critical operations are stabilized with the benefit of experienced GIS knowledge.

Service Tasks

Task 1. GIS Data Development

This task will entail generating new GIS data from the hardcopy document or CAD as built drawings into a GIS data format (either shapefile or geodatabase feature class). ZWORLD GIS is experienced with the necessary techniques needed to adequately capture the new GIS data and successfully create corresponding attribute (tabular) information. Either importing the scanned document and georeferencing for a digitizing process or projecting the CAD drawing to harvest the correct vector data, ZWORLD GIS will create the new GIS format data, making it ready for applications and maps.

ZWORLD GIS can also generate new GIS data from using other source resources. If aerial imagery meets the agencies positional requirements, then structures that are photo-identifiable can be digitized. Survey documents that contain Coordinate Geometry (COGO) information, such as distance and bearings of pipes, can be used to develop the vector GIS data. Tabular data that contains X,Y values such as northing and eastings, or longitude and latitude can be used to position GIS data. GIS data can also be created using a GPS device, occupying the location of the asset in the field.

Task 2. GIS Data Maintenance

This task will focus on maintaining the GIS data once it has been created and where GIS data needs to be updated based on operational changes. This task ensures that the data is kept current and provides the most up to date information is available to staff and application users. ZWORLD GIS will become the data steward of the Public Works GIS data maintaining both new assets and modifying existing features. ZWORLD GIS will be working closely with Public Works staff to perform the required edits to features and attributes.

Task 3. GIS Application Support

This task will ensure that applications using the City GIS data are updated in parallel to the ongoing GIS data maintenance. GIS data that is used in applications for both internal use for

City staff, and for external use by the public. ZWORLD GIS will provide GIS data updates to the applications, for the benefit of the Public Works Department. ZWORLD GIS can assist with edits to other City applications using maps, locators, geoprocessing models from the GIS data.

Task 4. Mapping Support

ZWORLD GIS can assist with providing custom mapping and cartographic images for:

- Staff Reports
- Publications & Documents
- Project Plans
- Operational meetings
- Public Sessions & Media Presentation

Task 5. Perform other GIS and Mapping duties as required.

This task will include other GIS and Mapping services that support the Public Works GIS business data.

Task 6. Requirement for field work and onsite review.

ZWORLD GIS can assist with field work as it relates to capturing or correcting Public Works GIS data. ZWORLD GIS provides mapping grade GPS devices, and can help create GIS data for new assets and infrastructure.

Task 7. Consultant will submit reports on work tasks completed, as requested by the City.

ZWORLD GIS will submit progress reports on services initiated, as well as when tasks are completed. Progress reports can be submitted weekly or at a schedule that is adequate for the Department needs.

Cost and Schedule

The current proposal includes a cost increase due to an assessment of our Company operations, due to inflation we have had to adjust our costs using the Consumer Price Index. In particular, the Index ID: CUURS49ASAO, all items in Los Angeles-Long Beach-Anaheim, CA, all urban consumers, not seasonally adjusted. The December 2016 index of 297.925 and the December 2021 of 250.189 was used to derive the 19% increase in cost proposal.

It is proposed that the services involved in the scope of work be conducted by Zacharias Hunt as shown on the following page. ZWORLD GIS will be the primary contractor for the proposed scope of work. Deliverables from GIS Professional Services is proposed at an annual cost and not to exceed $35,724, and all work under this proposal would be invoiced monthly. Services could be started immediately and begin with Task 1 through 7. Proposed timeline assumes a starting date of January 1, 2022.

Reset Form

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

☑ Prime Consultant ☐ Subconsultant ☐ 2nd Tier Subconsultant

Consultant ZWORLD GIS

Project No. _____ Contract No. _____ Date 02/02/2022

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
GIS Manager	Zacharias Hunt	48.00	$ 90.00	$ 4,320.00
GIS Analyst	Gavin Leavitt	120.00	$ 75.00	$ 9,000.00
GIS Technician	Caroline Conrad	344.68	$ 65.00	$ 22,404.00
				$ 0.00

LABOR COSTS

a) Subtotal Direct Labor Costs $ 35,724.00

b) Anticipated Salary Increases (see page 2 for calculation)

c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] $ 35,724.00

City of Carpinteria – Mapping/GIS Services

	Service Duration	Total Cost
Deliverable Task 1-7	Annual	$35,724

Project Team



Zacharias Hunt
Project Manager

QUICK FACTS
Previously Managed Projects:

CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT
Created & upgraded the GIS data for the District Water system which included:
* **Water Pipe Mains / Laterals**
* **Water Meters**
* **System Valves**
* **Fire Hydrants**
* **Pressure Zones**

VENTURA RIVER WATER DISTRICT
Created & upgraded the GIS data for the District Water system which included:
* **Water Pipe Mains / Laterals**
* **Water Meters**
* **System Valves**
* **Fire Hydrants**
* **Pressure Zones**

MONTECITO WATER DISTRICT
Created & upgraded the GIS data for the District Water system which included:
* Water Pipe Mains / Laterals
* System Valves
* Fire Hydrants
* Pressure Zones

CITY OF SOLVANG
Developed new City Water GIS system which included:
* Water Pipe Mains / Laterals
* System Valves
* Fire Hydrants
* Pressure Zones

Overview

Mr. Hunt is the founding principal of ZWORLD GIS. He has been working in the GIS/Mapping and local government industry since 1999 and holds a Master's degree in Public Administration as well as a Bachelor Degree in Geography. Mr. Hunt also has certification in the use of Global Positioning Systems (GPS) from Ventura College, California. Mr. Hunt has been involved in all aspects of deploying GIS for local government special districts. As the Geographic Information Officer (GIO) for Santa Barbara County, Mr. Hunt managed all aspects of a County Enterprise GIS program which included: developed and implemented a County GIS Strategic Plan; managed GIS web based applications for both internal County staff as well as the public; implemented GIS policy and standards; participated in annual budgeting and procurement process for GIS; developed sustainable GIS revenue opportunities; recruited and trained GIS staff; managed the County GIS Internship program; and coordinated GIS based systems for the County Office of Emergency Services (OES). Mr. Hunt also participates with the Channel Island Regional GIS Collaborative, and served as President from 2010-2016.

Education & Qualifications

- Masters of Science Degree – Public Administration, California State University of Northridge, 2011
- Bachelor of Arts Degree – Geography, University of California, Santa Barbara, 1999

Career Experience

Owner, ZWORLD GIS
June 2011 – Present

CIRGIS President, CIRGIS Collaborative
Mar. 2010 – Jan. 2016

Geographic Information Officer (GIO), Santa Barbara County, CA
Feb. 2007 – June 2011

Public Works GIS Supervisor, Santa Barbara County, CA
Aug.2004 – Feb. 2007

Lead GIS Analyst, Nellis Air Force Base (USAFE Geobase)
Feb. 2004 – Aug. 2004

Public Works GIS Analyst, Santa Barbara County, CA
Apr. 2000

Project Team



Gavin Leavitt
GIS Analyst

QUICK FACTS
Recent Projects:

CITY OF SALINAS
Handled city employee, contractor, and public requests for spatial data, maps, and web applications using a variety of formats. Built out the City Sanitary Sewer and Storm Drain system GIS datasets using historic engineering plans. Built City Sewer Utility Network for ArcMap.
Published ArcGIS for Server:
* WFS
* WMS
* Geprocessing Services
* Feature Services

GOLETA STORM DRAIN GIS
Developed advanced GIS data for the City of Goleta Storm Drain system which included creating system GIS layers from field GPS collection and as-built research.
* Inlets
* Outlets
* Maintenance Holes
* Surface Drainage
* Underground Drainage

CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT
Created & upgraded the GIS data for the District Water system which included:
* **Water Pipe Mains / Laterals**
* **Water Meters**
* **System Valves**
* **Fire Hydrants**
* **Pressure Zones**

Overview
Mr. Leavitt is the lead GIS Analyst of ZWORLD GIS. He has been working in the Geospatial Science Industry and assisting with local government agencies since 2015 and holds a Bachelor of Science degree in Marine Sciences and a Master of Science Degree in Applied Marine Science from California State University. Monterey Bay. Mr. Leavitt also has obtained certifications in the use of Esri GIS Desktop software, and is qualified on mapping grade GPS collection processes in the field. Mr. Leavitt is also a UAV Operator with a Part 107 Certified Remote Commercial Pilot license. Mr. Leavitt has been involved in mapping and data development of GIS for local government and special district agencies. As the Geospatial Information Systems Analyst for ZWORLD GIS, Mr. Leavitt provides core functions of a GIS data development project which can include developing a technical strategy for data creation; development of GIS data with advanced digitization techniques; create accurate and reliable data from field collection using GPS equipment; integrate GIS data into various third party databases systems; and produce final data reports describing technique, statistical analysis, and metadata documentation. Mr. Leavitt also assists in supporting Web Map applications for agencies that need a common tool to use for all staff. Mr. Leavitt enables agencies by preparing custom training guides for on-site training sessions so staff become more aware of the functionality of the GIS Web Map application deployed by their organization, as well as maintaining core base data for each application to ensure that the GIS is kept relevant and reliable.

Education & Qualifications
- Masters of Science Degree – Applied Marine Science, California State University, Monterey Bay, 2017
- Bachelor of Science Degree – Marine Sciences, California State University, Monterey Bay, 2015
- UAV Operator – Part 107 Certified Remote Commercial Pilot License

Career Experience
GIS Analyst, ZWORLD GIS
December 2020 – Present

GIS Technician, City of Salinas
January 2017 – July 2020

Research Assistant, Monterey Bay Aquarium Research Institute
June 2016 – November 2016

ZWORLD
GEOSPATIAL INFORMATION SYSTEMS

Project Team



Caroline Conrad
GIS Technician

QUICK FACTS
Recent Projects:

COUNTY OF SANTA BARBARA TRANSPORTATION DIVISION
Assist with the design and development of the major capital assets for the County Transportation Division to include into the GIS system in support of their various operations and staging for an enterprise asset management program. Critical GIS assets included:
* Street Signs
* Storm Water Infrastructure
* Maintained Road System

GOLETA SANITARY DISTRICT
Developed advanced GIS data for the District which included creating a custom indexing layer for the entire Easement library, as well as produce cartographic operational maps for the District field staff. The GIS support services included:
* As-Built / Record Drawing Index
* Integration to Mobile Web Map
* Update District GIS Data

CITY OF BUELLTON
Created & upgraded the GIS data for the City Water system which included:
* Water Pipe Mains / Laterals
* Water Meters
* System Valves
* Fire Hydrants
* Pressure Zones

Overview

Ms. Conrad is the lead GIS Technician of ZWORLD GIS. She has been working in the Geospatial Science Industry and assisting with local government agencies since 2019 and holds a Bachelor of Arts degree in Geography/GIS from the University of California, Santa Barbara. Ms. Conrad also has obtained certifications in the use of Esri GIS Desktop software, and is qualified on mapping grade GPS collection processes in the field. Ms. Conrad has been involved in the many aspects of mapping and data development of GIS for local government and special district agencies. As the Geospatial Information Systems Technician (GIST) for ZWORLD GIS, Ms. Conrad provides core functions of a GIS data development project which can include developing a technical strategy for data creation; development of GIS data with advanced digitization techniques; create accurate and reliable data from field collection using GPS equipment; integrate GIS data into various third party databases systems; and produce final data reports describing technique, statistical analysis, and metadata documentation. Ms. Conrad also assists in maintaining core base data for each client application to ensure that the GIS is kept relevant and reliable.

Education & Qualifications

- Bachelor of Arts Degree – Geography, University of California, Santa Barbara, June 2019

Career Experience

GIS Technician, ZWORLD GIS
January 2022 – Present

GIS Technician, Santa Barbara County Fire
October 2021 – February 2022

Technical Contractor, US Geological Survey
June 2019 – January 2022

Operations Coordinator, University of California, Santa Barbara
September 2018 – June 2019

References

City of Solvang, California

Company Address: 411 Second Street, Solvang CA 93463
Contact Phone: 805.688.5575
Contact Person: Rodger Olds
Date: 2011-Current

Goleta Sanitary District, California

Company Address: 1 Moffett Place, Goleta, CA 93117
Contact Phone: 805.967.4519
Contact Person: Luis Asorga
Date: 2015-Current

City of Goleta, California

Company Address: 130 Cremona Drive, Goleta, CA 93117
Contact Phone: 805.961.7561
Contact Person: Andrea Dransfield
Date: 2013-Current

Montecito Water District, California

Company Address: 583 San Ysidro Road, Montecito, CA 93108
Contact Phone: 805.969.2271
Contact Person: Adam Kanold
Date: 2013-Current

City of Carpinteria, California

Company Address: 5775 Carpinteria Avenue, Carpinteria, CA 93013
Contact Phone: 805.755.4441
Contact Person: John Ilasin
Date: 2015-Current

MAS Public Safety, California

Company Address: 14 Castilian Ct. Thousand Oaks, CA 91320
Contact Phone: 805.479.8365
Contact Person: Melvin Smith
Date: 2014-Current

County of Santa Barbara, Public Works Department – Transportation Division

Company Address: 123 East Anapamu Street, Santa Barbara, CA 93101
Contact Phone: 805.896.6296
Contact Person: Kurt Klucher
Date: 2011-Current

EXHIBIT B

PAYMENT SCHEDULE

(See 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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/14/2022

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

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

PRODUCER	CONTACT NAME: House Account	
BOLT Insurance Agency 10 Waterside Drive Suite 202 Farmington CT 06032	PHONE (A/C, No, Ext): (800) 216-4171	FAX (A/C, No): (860) 777-2621
	E-MAIL ADDRESS: support@boltinsurance.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Superior Access Insurance Services, Inc.	2617
INSURER B :	United Financial Casualty Company	11770
INSURER C :	AmGuard Insurance Co	42390
INSURER D :	Hiscox Insurance Company, Inc.	HISCOX
INSURER E :		
INSURER F :		

INSURED
ZWORLD GIS
27 West Anapamu Street
#191
SANTA BARBARA CA 93101

COVERAGES **CERTIFICATE NUMBER:** CL2211444713 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			72SBMAP9209	09/01/2021	09/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 2,000,000 $ 10,000 $ 4,000,000 $ 4,000,000 $ 4,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] HIRED AUTOS ONLY [X] SCHEDULED AUTOS [ ] NON-OWNED AUTOS ONLY			01833495-9	09/12/2021	09/12/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Medical payments	$ 2,000,000 $ $ $ $ 5,000
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		ZAWC225523	10/19/2021	10/19/2022	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D				UDC-1284159-EO-21	07/06/2021	07/06/2022	limit	1,000,000

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

CERTIFICATE HOLDER

City of Carpinteria
5775 Carpenteria Ave
Carpenteria CA 93013

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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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, Zacharias Hunt, hereby acknowledge my obligation to secure payment of Workers' Compensation before beginning work.

ZWORLD GIS

By:_____
Zacharias Hunt, Principal

Dated:_____

EXHIBIT E

RESOLUTION OF CONSTRUCTION CLAIMS

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

1. This article applies to all public works claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a contractor and a local agency.

2. This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

3. "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

4. "Claim" means a separate demand by the contractor for (a) a time extension, (b) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (c) an amount the payment of which is disputed by the local agency.

5. The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

6. This article applies only to contracts entered into on or after January 1, 1991.

7. For any claim subject to this Agreement, the following requirements apply:

   a. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

   b. (1) For claims of less than fifty thousand dollars ($50,000), the City shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the City may have against the claimant.

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

(3) The City's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

c. (1) For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the City shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the City may have against the claimant.

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

(3) The City's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

d. If the claimant disputes the City's written response, or the City fails to respond within the time prescribed, the claimant may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

e. Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

f. This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

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

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

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

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

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

(c) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

10. The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

11. The City shall not fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

13. In any suit filed under Section 20104.4, the City shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

14. Pursuant to California Public Contract Code Section 7201, the City may not retain greater than five (5%) percent of contract price.

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
February 28, 2022

ITEM FOR COUNCIL CONSIDERATION

City Council District Maps review, including presentation on four draft plans created by Redistricting Partners for Council review and feedback, and selection of a proposed final plan for consideration of adoption at the City Council meeting of March 28, 2022.

STAFF RECOMMENDATION

Consider the four draft plans and provide direction to staff and consultant on a proposed final plan for consideration of adoption at the City Council meeting of March 28, 2022.

Sample Motion: I move to receive and file the presentation and public comments received to date and direct staff to bring back draft plan _____, for consideration of adoption at the City Council meeting of March 28 2022.

BACKGROUND

This is the fourth of five public meetings required as a part of the City's process for drawing City Council district maps, which will culminate with the scheduled adoption of the Council Districts Map by the City Council in March 2022. At the last meeting the Council reviewed three draft plans, showed a preference for draft plan A, and requested that an amended version of that plan be brought back for consideration along with the other draft plans.

The purpose of this fourth meeting is to review draft plans produced by the City's consultant in response to testimony provided by members of the public to date concerning Communities of Interest, maps submitted by the public, and parameters for map drawing included in the California Voters Rights Act. Pursuant the City's schedule for drawing and adopting district maps for the November 2022 municipal election, the City Council has the opportunity to identify a proposed final map to be considered for adoption at its regular meeting of March 28, 2022.

Information about the Carpinteria City Council Districting process can be accessed through the City website home page here: www.carpinteriaca.gov or by contacting the City at (805) 684-5405.

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 four-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.

On August 14th of 2017 the City Council executed a Conditional Settlement Agreement and Release providing that per the adoption of Resolution No. 5743 the Prospective Plaintiffs should not bring suit against the City prior to Nov 9, 2022 for any cause of action related to the City's electoral system.

Mapping Process
In April 2019, the City Council approved by resolution the formation of a District Elections Ad hoc Committee (Committee), on which Councilmembers Alarcon and Clark were assigned. 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. A primary purpose of the Committee's work included developing a plan to gain public input consistent with the CVRA on communities of interest and drawing a map. The Committee concluded its work on October 20, 2021.

To date, the City Council has held meetings on this matter on July 31, 2017; August 14, 2017; April 8, 2019; June 28, 2021; July 26, 2021; November 8, 2021; December 13, 2021; and January 24, 2022. District Mapping public workshops were held Monday, September 20th at 5:30; Wednesday, September 22 at noon; and Sunday September

26 at 2:00 p.m. The workshops were conducted to allow for both in person and remote testimony via the Zoom virtual meeting platform.

DISCUSSION

The City's consultant has drafted four five-district plans for City Council and public review (Attachments A, A2, B and C). All plans have been drafted based on traditional districting criteria as established by the Fair Maps Act including that districts are of relatively equal size, contiguous, maintain "communities of interest", follow city and census designated place boundaries and keep districts compact. These plans also incorporate COI testimony and other testimony received by the City and review of the maps submitted by members of the public. Plan A2 incorporates feedback provided by members of the City Council at the January 24, 2022 Council meeting.

City Council and the public can provide feedback on any of the plans and themes presented to guide further iteration of the draft plans. These plans have been published on the City website. An ad was placed in conjunction with the Hearing Notice on the Coastal View News for two weeks (publication dates of February 17,2022 and February 24, 2022) to announce that the plans are available to the public online and plan A2 was published requesting public feedback.

The City has made two processes available, digital map drawing via a portal on the City's District Mapping website and hardcopy maps. All submitted hardcopy maps have been created on the digital platform DistrictR for ease of detailed viewing by the public. Following this hearing, amended plans are scheduled to be presented at the final plan selection hearing on March 28, 2022. After a final district plan has been selected, a discussion about election sequencing will also be required.

POLICY CONSISTENCY

This hearing is a part of the City Council district mapping process being followed in compliance with Federal and State Voting Rights Act during this transition to district-based council elections.

FINANCIAL CONSIDERATIONS

Cost associated with this work includes a consultant service agreement, which is a part of projected expenses included in the adopted Fiscal Year 2021-22 budget.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The City Attorney's Office is supporting the District Mapping process and will be available to answer questions concerning this matter.

ATTACHMENTS

Attachment A: Carpinteria Draft Plan A, Prepared by Redistricting Partners including Draft Plan, 2020 Census Data, and Citizen Voting Age Population (CVAP)

Attachment A2: Carpinteria Draft Plan A2, Prepared by Redistricting Partners including Draft Plan, 2020 Census Data, and Citizen Voting Age Population (CVAP)

Attachment B: Carpinteria Draft Plan B, Prepared by Redistricting Partners including Draft Plan, 2020 Census Data, and Citizen Voting Age Population (CVAP)

Attachment C: Carpinteria Draft Plan C, Prepared by Redistricting Partners including Draft Plan, 2020 Census Data, and Citizen Voting Age Population (CVAP)

Attachment D: Coastal View News Ad and Public Hearing Notice, published on February 17,2022 and February 24, 2022

Staff contact: Olivia Uribe Mutal, Program Manager
805-755-4450, OliviaU@ci.carpinteria.ca.us

Signature

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

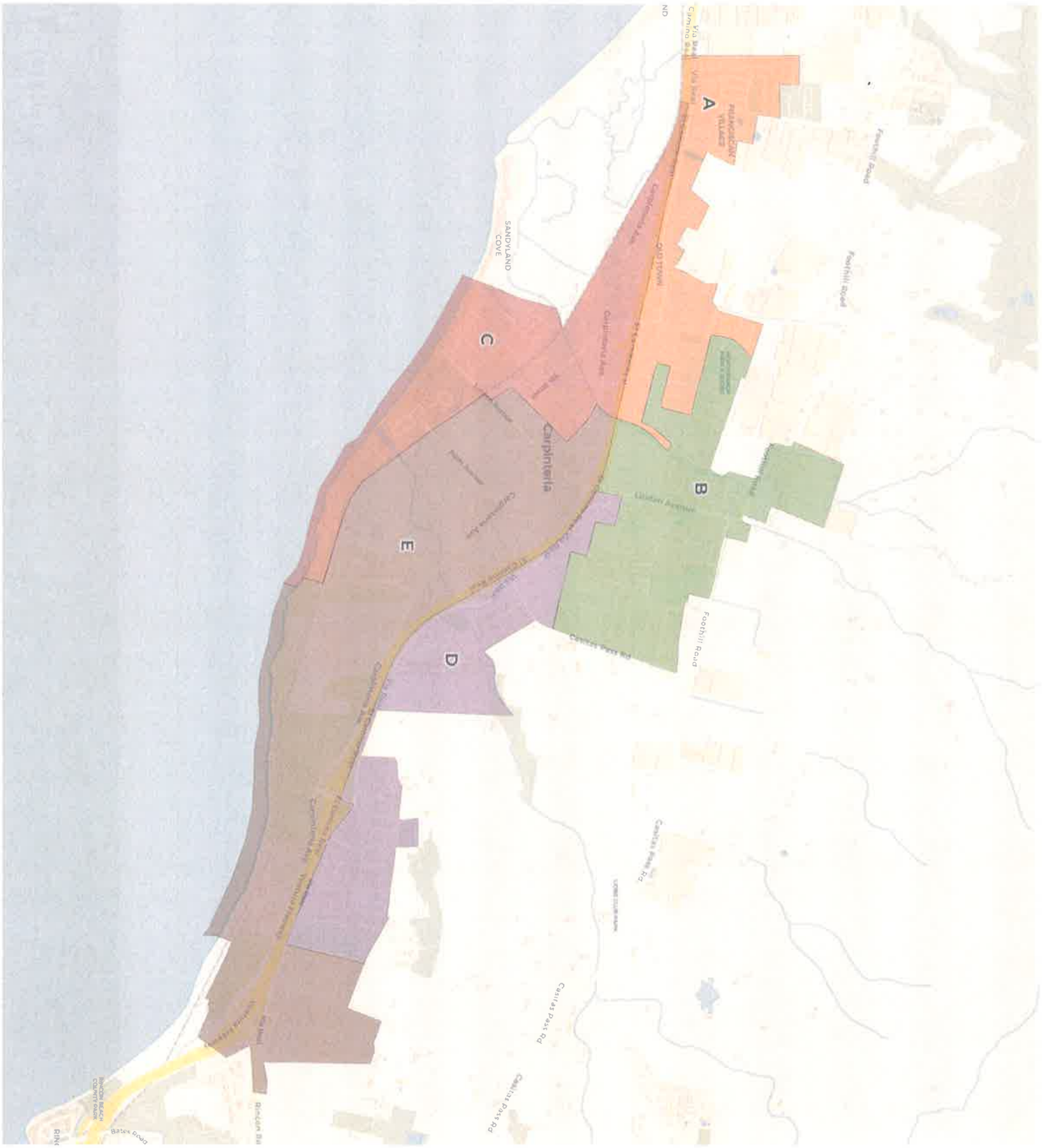
Signature

ATTACHMENT A

REDISTRICTING PARTNERS

City of Carpinteria

Draft Plan A



REDISTRICTING PARTNERS

City of Carpinteria

Draft Plan A

2020 Census

	A	B	C	D	E
Population	2,679	2,643	2,619	2,785	2,567
Deviation	20	-16	-40	126	-92
Deviation %	0.8%	-0.6%	-1.5%	4.7%	-3.5%
Other	1,191	1,463	1,115	1,222	1,443
Other %	44.5%	55.4%	42.6%	43.9%	56.2%
Latino	1,404	1,111	1,460	1,462	1,048
Latino %	52.4%	42.0%	55.7%	52.5%	40.8%
Asian	65	59	29	85	61
Asian %	2.4%	2.2%	1.1%	3.1%	2.4%
Black	19	10	15	16	15
Black %	0.7%	0.4%	0.6%	0.6%	0.6%

Citizen Voting Age Population (CVAP)

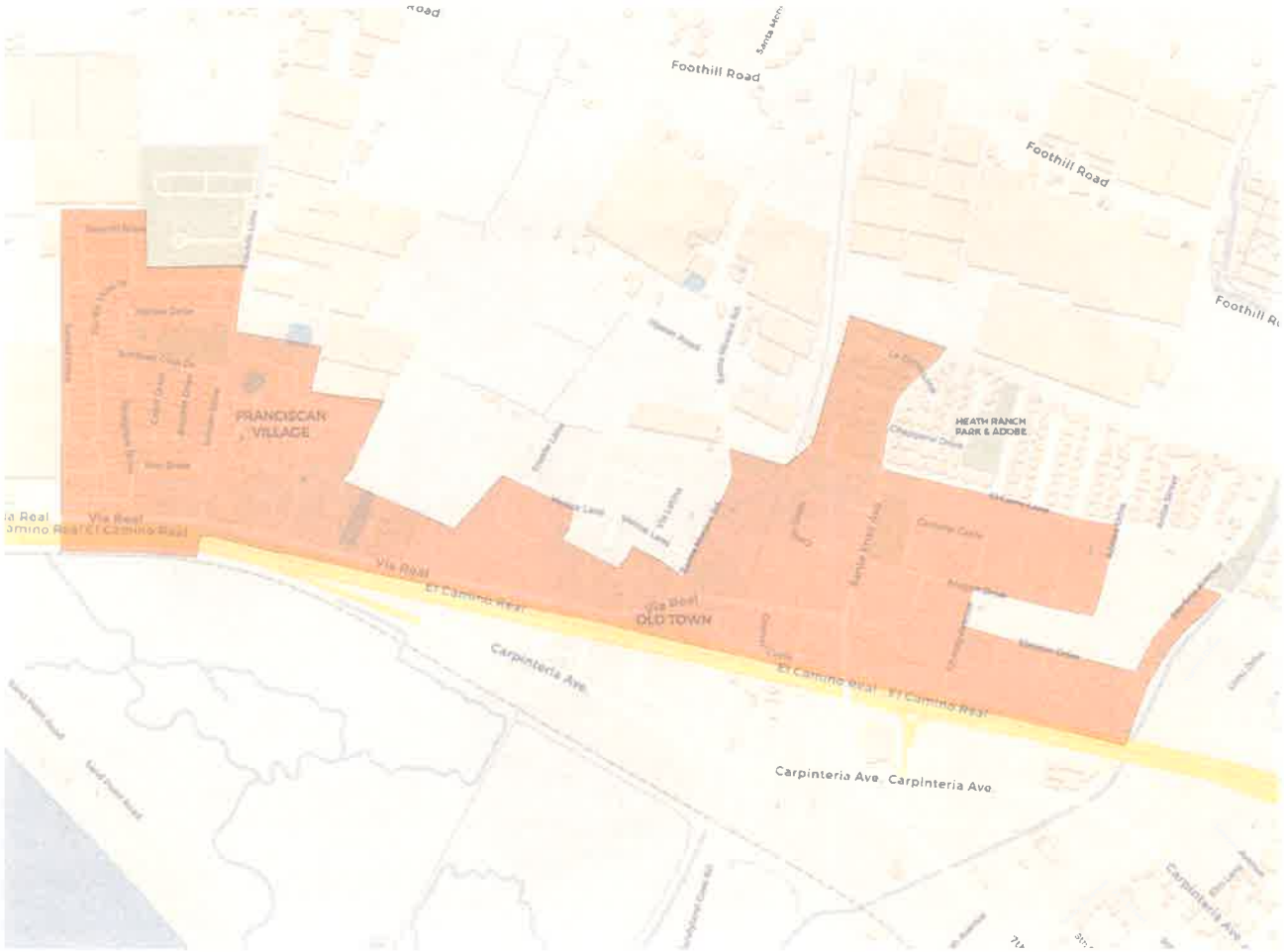
	A	B	C	D	E
Total CVAP	1,792	1,868	1,514	1,674	1,935
Other CVAP	1,101	1,402	993	1,022	1,482
Other CVAP %	61.4%	75.1%	65.6%	61.1%	76.6%
Latino CVAP	671	379	517	543	427
Latino CVAP %	37.4%	20.3%	34.1%	32.4%	22.1%
Asian CVAP	14	87	4	81	12
Asian CVAP %	0.8%	4.7%	0.3%	4.8%	0.6%
Black CVAP	6	0	0	28	14
Black CVAP %	0.3%	0.0%	0.0%	1.7%	0.7%

REDISTRICTING PARTNERS

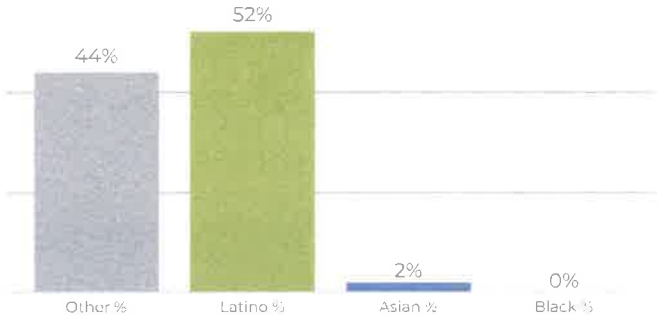
City of Carpinteria

Draft Plan A

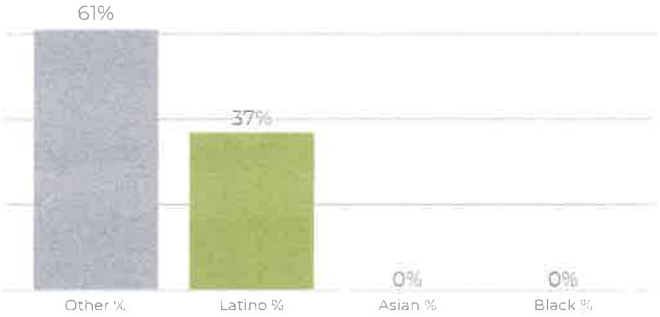
District A



2020 Census



Citizen Voting Age Population





Population	Deviation	Deviation %	Other	Other %	Latino	Latino %	Asian	Asian %	Black	Black %
2,679	20	0.8%	1,191	44.5%	1,404	52.4%	65	2.4%	19	0.7%

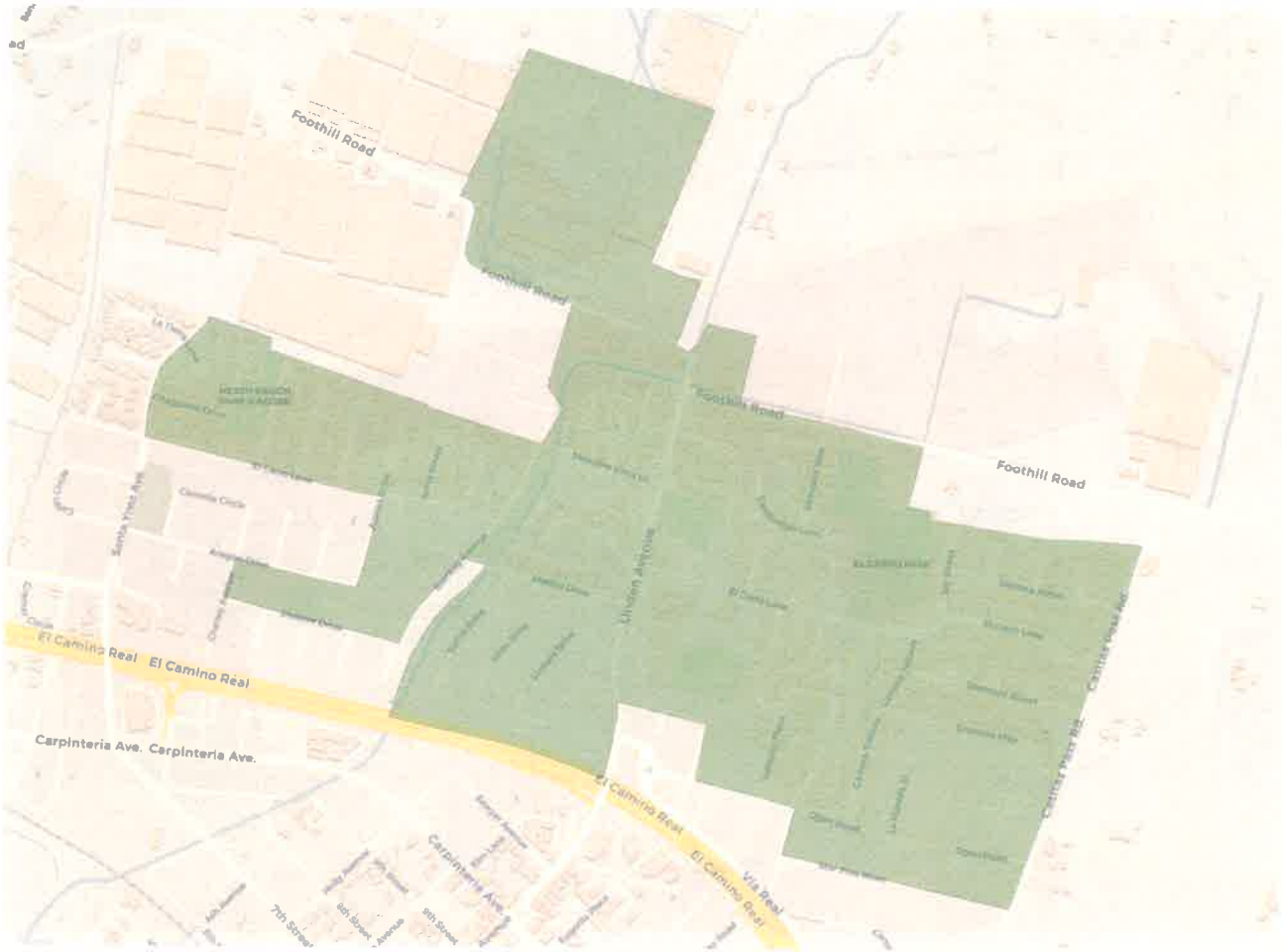
Total CVAP	Other CVAP	Other CVAP %	Latino CVAP	Latino CVAP %	Asian CVAP	Asian CVAP %	Black CVAP	Black CVAP %
1,792	1,101	61.4%	671	37.4%	14	0.8%	6	0.3%

REDISTRICTING PARTNERS

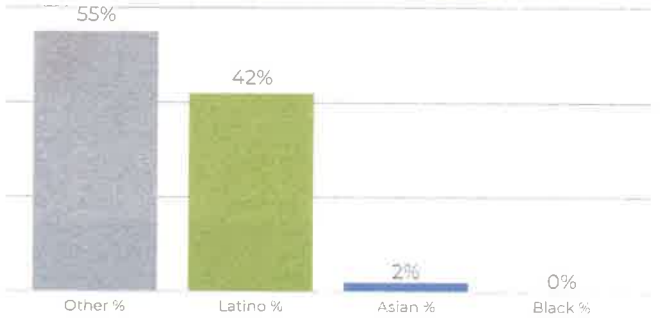
City of Carpinteria

Draft Plan A

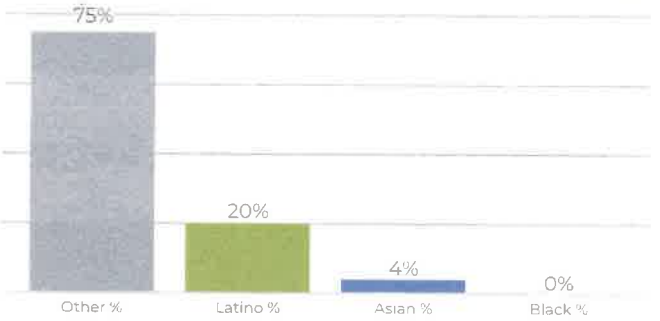
District B

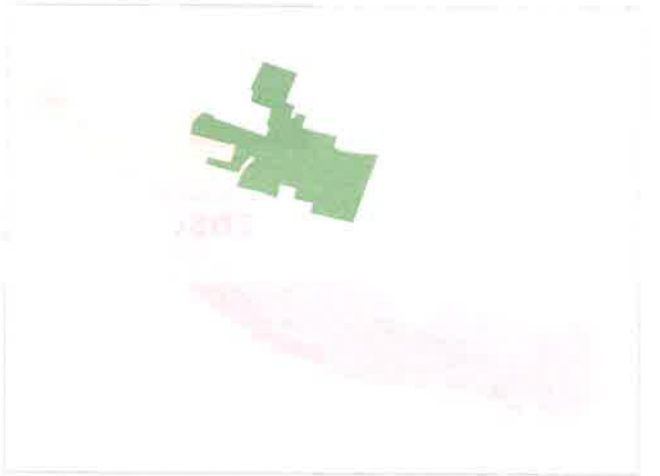


2020 Census



Citizen Voting Age Population





Population	Deviation	Deviation %	Other	Other %	Latino	Latino %	Asian	Asian %	Black	Black %
2,643	-16	-0.6%	1,463	55.4%	1,111	42.0%	59	2.2%	10	0.4%

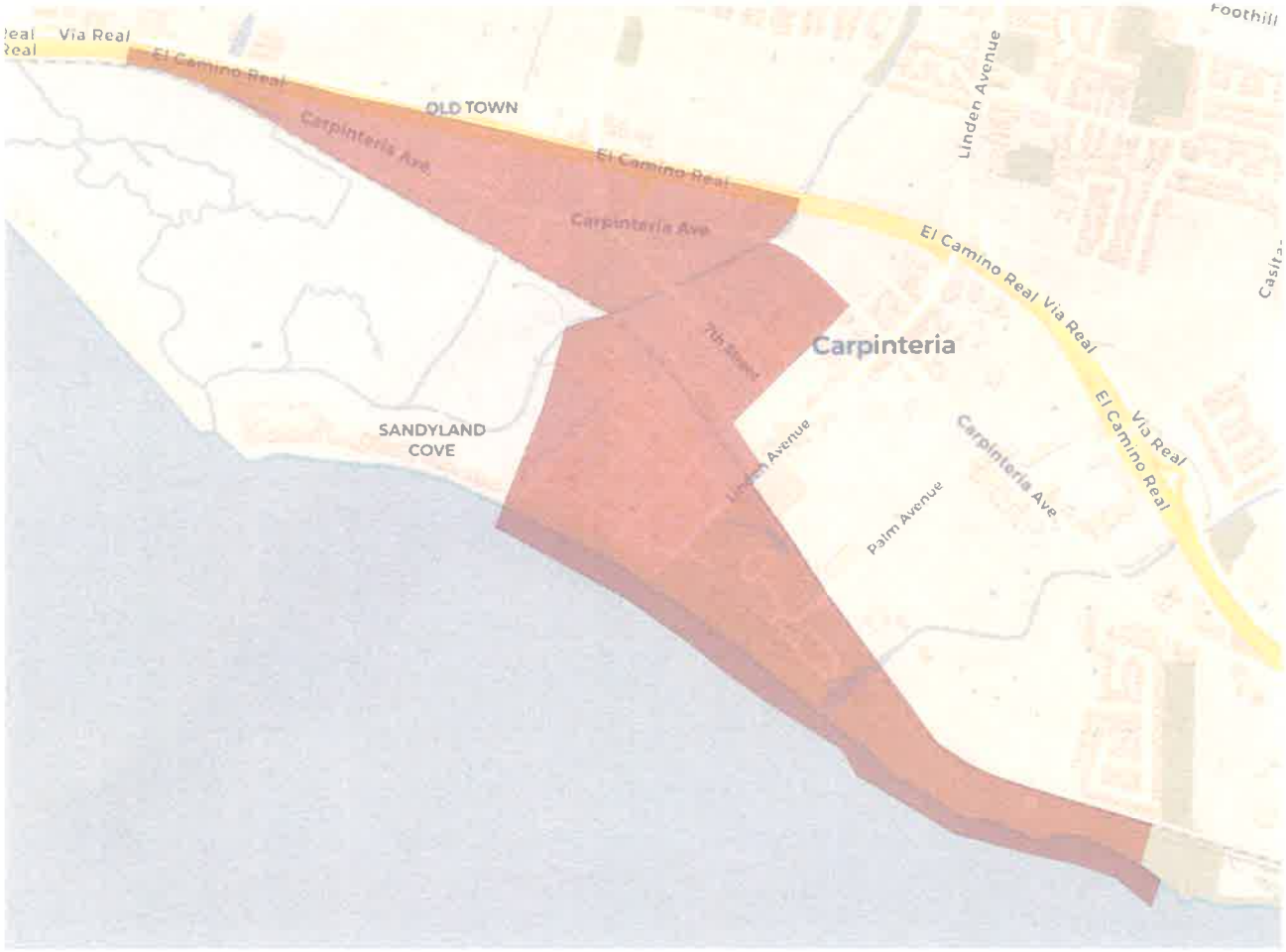
Total CVAP	Other CVAP	Other CVAP %	Latino CVAP	Latino CVAP %	Asian CVAP	Asian CVAP %	Black CVAP	Black CVAP %
1,868	1,402	75.1%	379	20.3%	87	4.7%	0	0.0%

REDISTRICTING PARTNERS

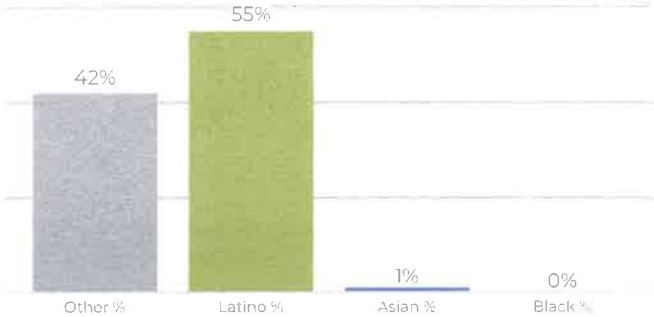
City of Carpinteria

Draft Plan A

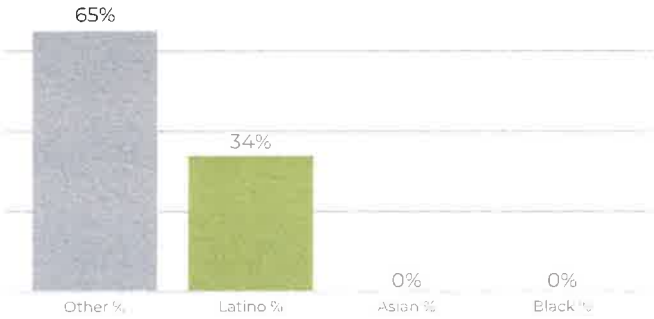
District C



2020 Census



Citizen Voting Age Population





Population	Deviation	Deviation %	Other	Other %	Latino	Latino %	Asian	Asian %	Black	Black %
2,619	-40	-1.5%	1,115	42.6%	1,460	55.7%	29	1.1%	15	0.6%

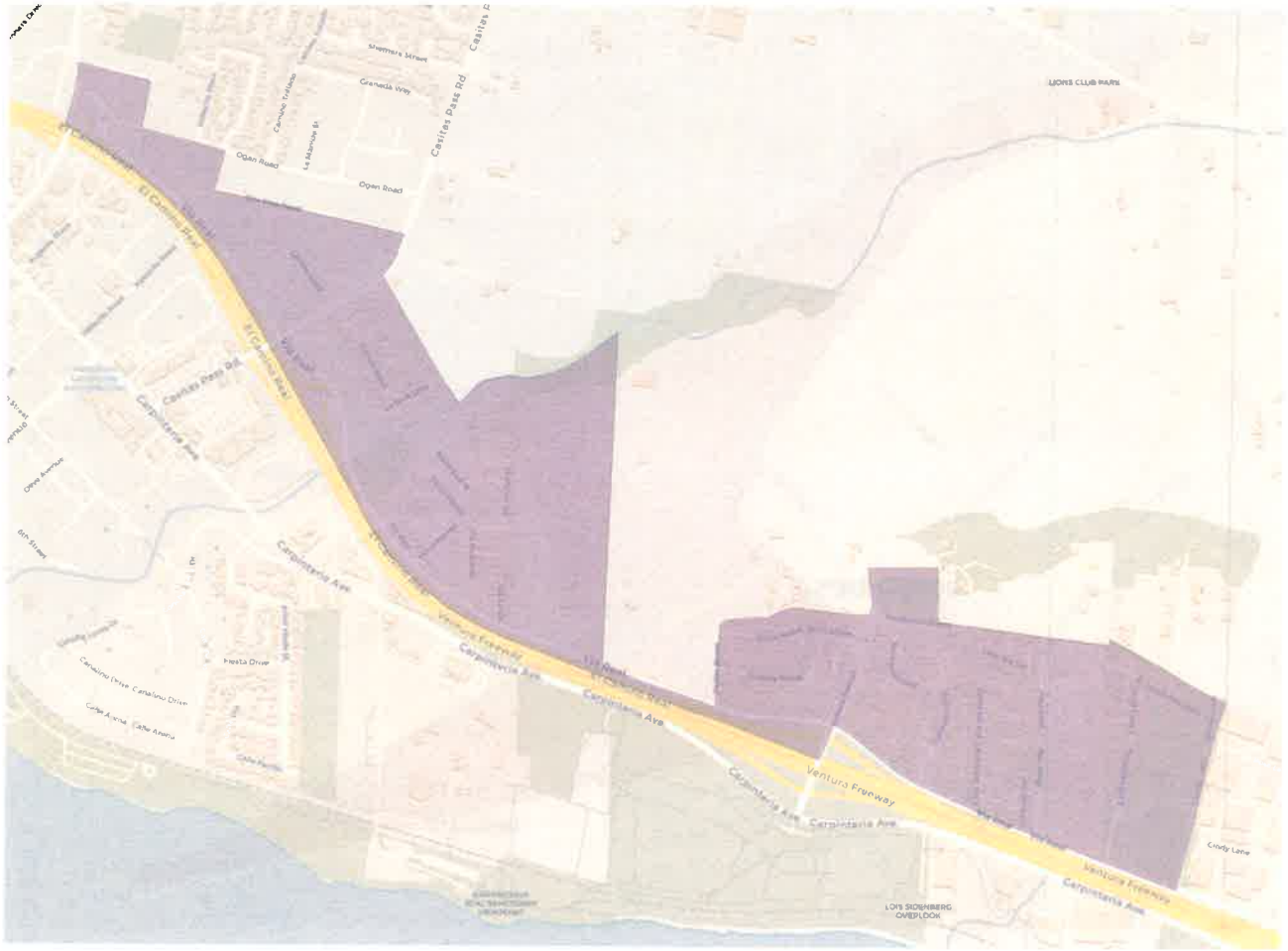
Total CVAP	Other CVAP	Other CVAP %	Latino CVAP	Latino CVAP %	Asian CVAP	Asian CVAP %	Black CVAP	Black CVAP %
1,514	993	65.6%	517	34.1%	4	0.3%	0	0.0%

REDISTRICTING PARTNERS

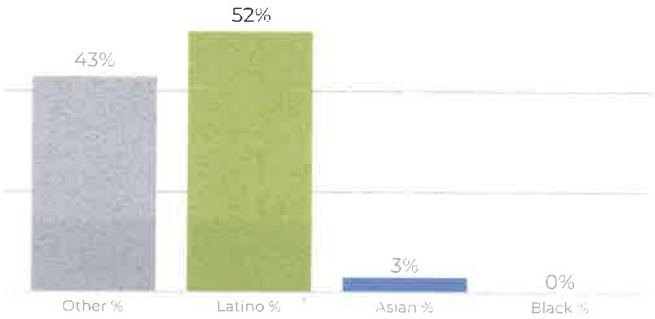
City of Carpinteria

Draft Plan A

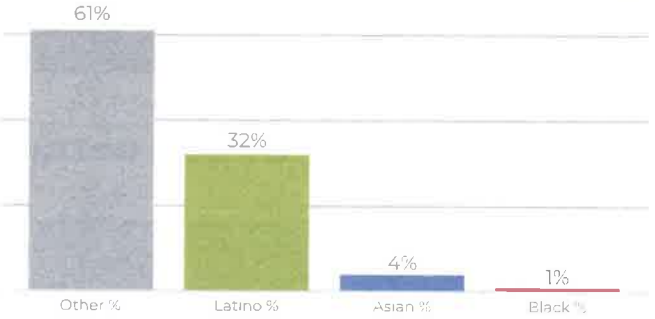
District D



2020 Census



Citizen Voting Age Population





Population	Deviation	Deviation %	Other	Other %	Latino	Latino %	Asian	Asian %	Black	Black %
2,785	126	4.7%	1,222	43.9%	1,462	52.5%	85	3.1%	16	0.6%

Total CVAP	Other CVAP	Other CVAP %	Latino CVAP	Latino CVAP %	Asian CVAP	Asian CVAP %	Black CVAP	Black CVAP %
1,674	1,022	61.1%	543	32.4%	81	4.8%	28	1.7%

REDISTRICTING PARTNERS

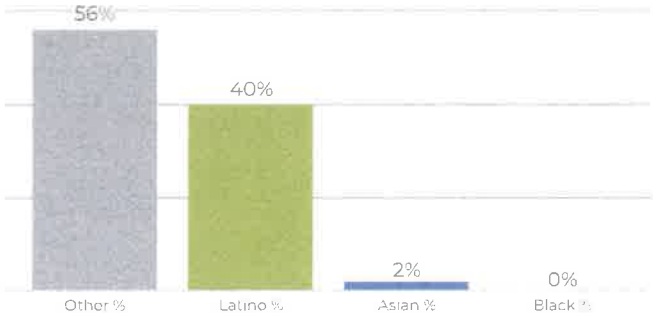
City of Carpinteria

Draft Plan A

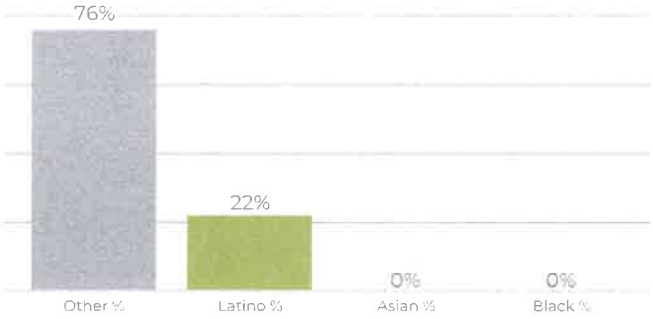
District E



2020 Census



Citizen Voting Age Population





Population	Deviation	Deviation %	Other	Other %	Latino	Latino %	Asian	Asian %	Black	Black %
2,567	-92	-3.5%	1,443	56.2%	1,048	40.8%	61	2.4%	15	0.6%

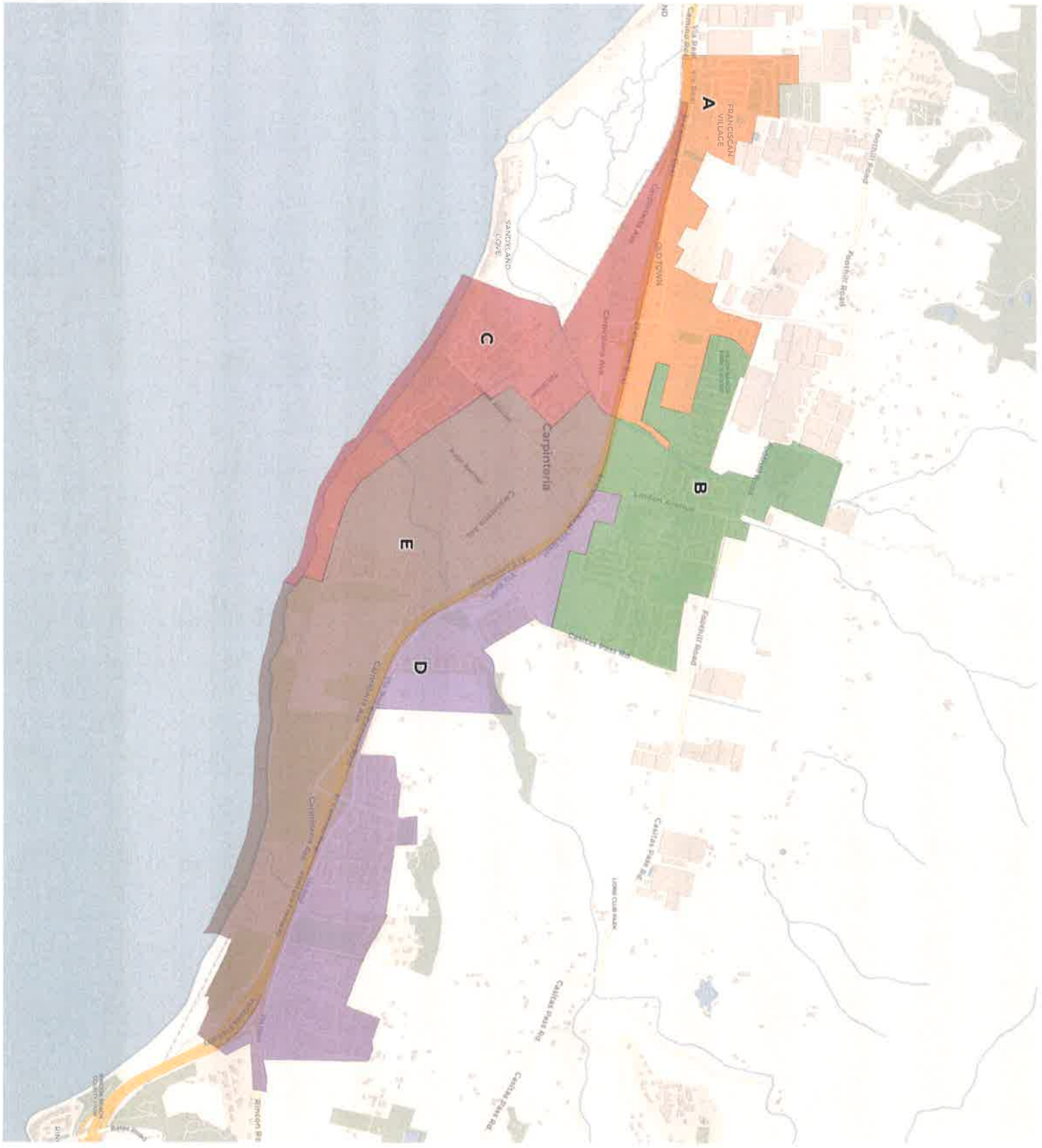
Total CVAP	Other CVAP	Other CVAP %	Latino CVAP	Latino CVAP %	Asian CVAP	Asian CVAP %	Black CVAP	Black CVAP %
1,935	1,482	76.6%	427	22.1%	12	0.6%	14	0.7%

ATTACHMENT A2

REDISTRICTING PARTNERS

City of Carpinteria

Draft Plan A2



REDISTRICTING PARTNERS

City of Carpinteria

Draft Plan A2

2020 Census

	A	B	C	D	E
Population	2,679	2,643	2,572	2,826	2,573
Deviation	20	-16	-87	167	-86
Deviation %	0.8%	-0.6%	-3.3%	6.3%	-3.2%
Other	1,191	1,463	1,104	1,241	1,435
Other %	44.5%	55.4%	42.9%	43.9%	55.8%
Latino	1,404	1,111	1,427	1,480	1,063
Latino %	52.4%	42.0%	55.5%	52.4%	41.3%
Asian	65	59	26	89	60
Asian %	2.4%	2.2%	1.0%	3.1%	2.3%
Black	19	10	15	16	15
Black %	0.7%	0.4%	0.6%	0.6%	0.6%

Citizen Voting Age Population (CVAP)

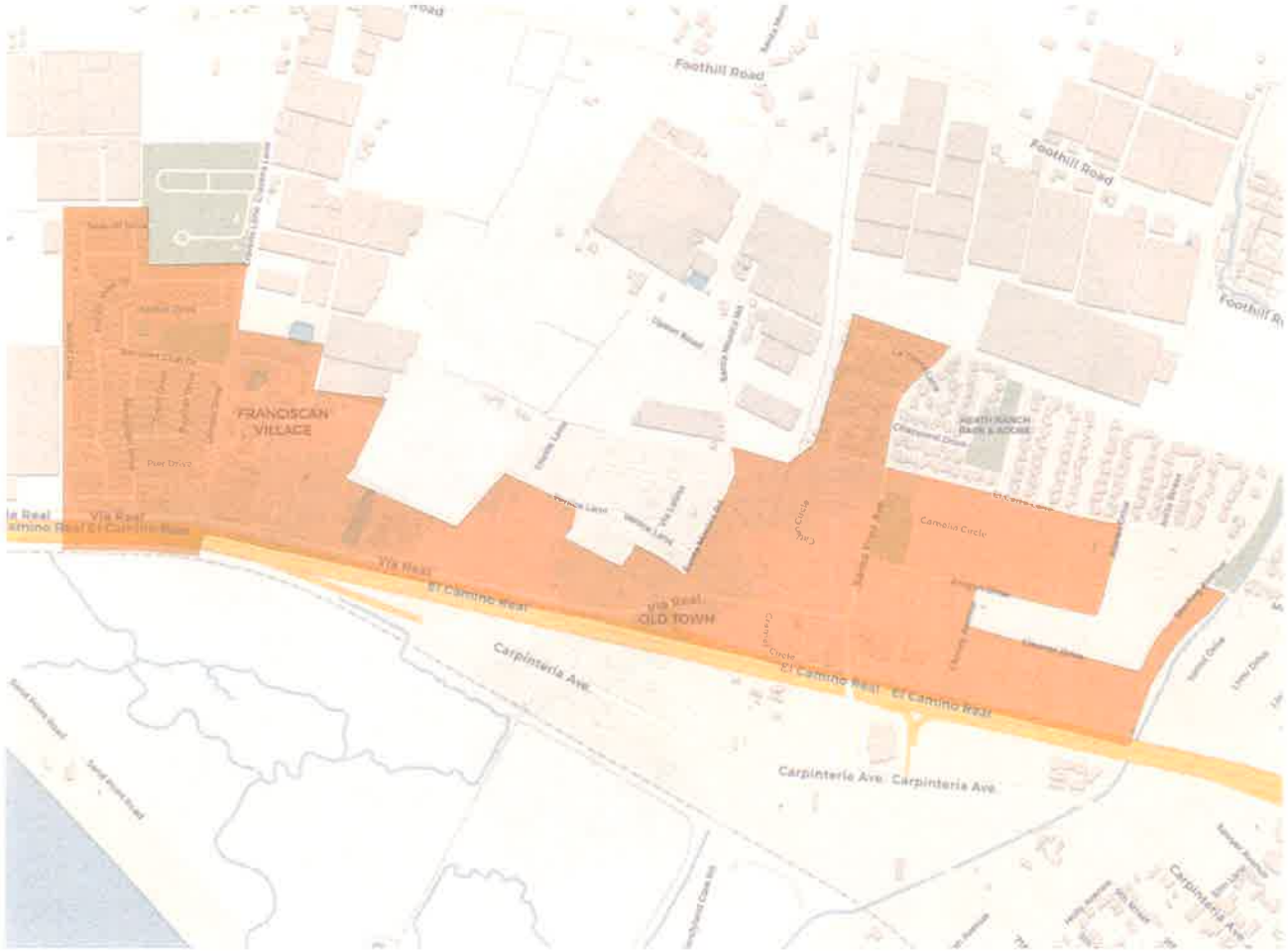
	A	B	C	D	E
Total CVAP	1,792	1,868	1,476	1,701	1,946
Other CVAP	1,101	1,402	976	1,037	1,484
Other CVAP %	61.4%	75.1%	66.1%	61.0%	76.3%
Latino CVAP	671	379	496	551	440
Latino CVAP %	37.4%	20.3%	33.6%	32.4%	22.6%
Asian CVAP	14	87	4	85	8
Asian CVAP %	0.8%	4.7%	0.3%	5.0%	0.4%
Black CVAP	6	0	0	28	14
Black CVAP %	0.3%	0.0%	0.0%	1.6%	0.7%

REDISTRICTING PARTNERS

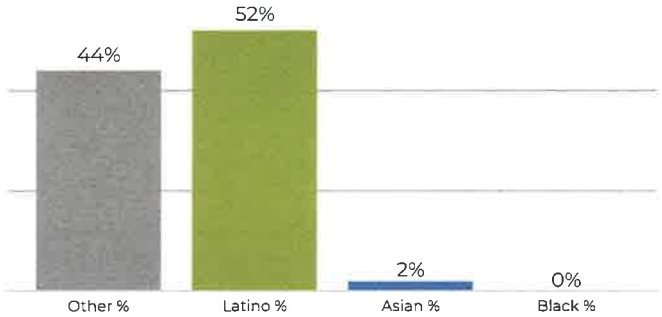
City of Carpinteria

Draft Plan A2

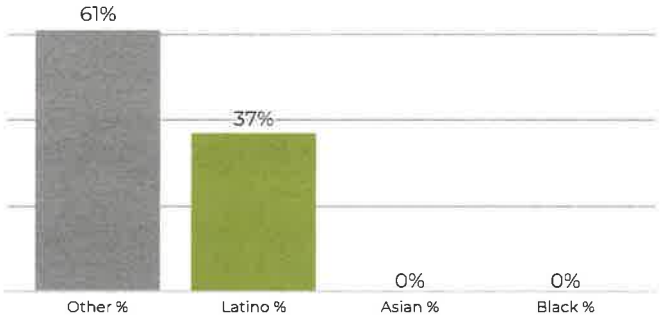
District A

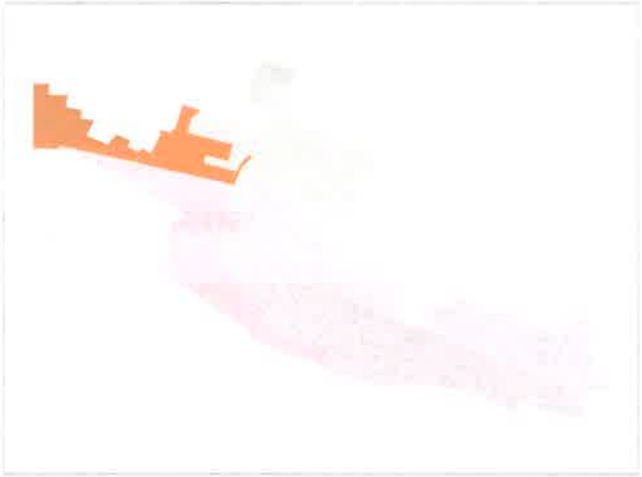


2020 Census



Citizen Voting Age Population





Population	Deviation	Deviation %	Other	Other %	Latino	Latino %	Asian	Asian %	Black	Black %
2,679	20	0.8%	1,191	44.5%	1,404	52.4%	65	2.4%	19	0.7%

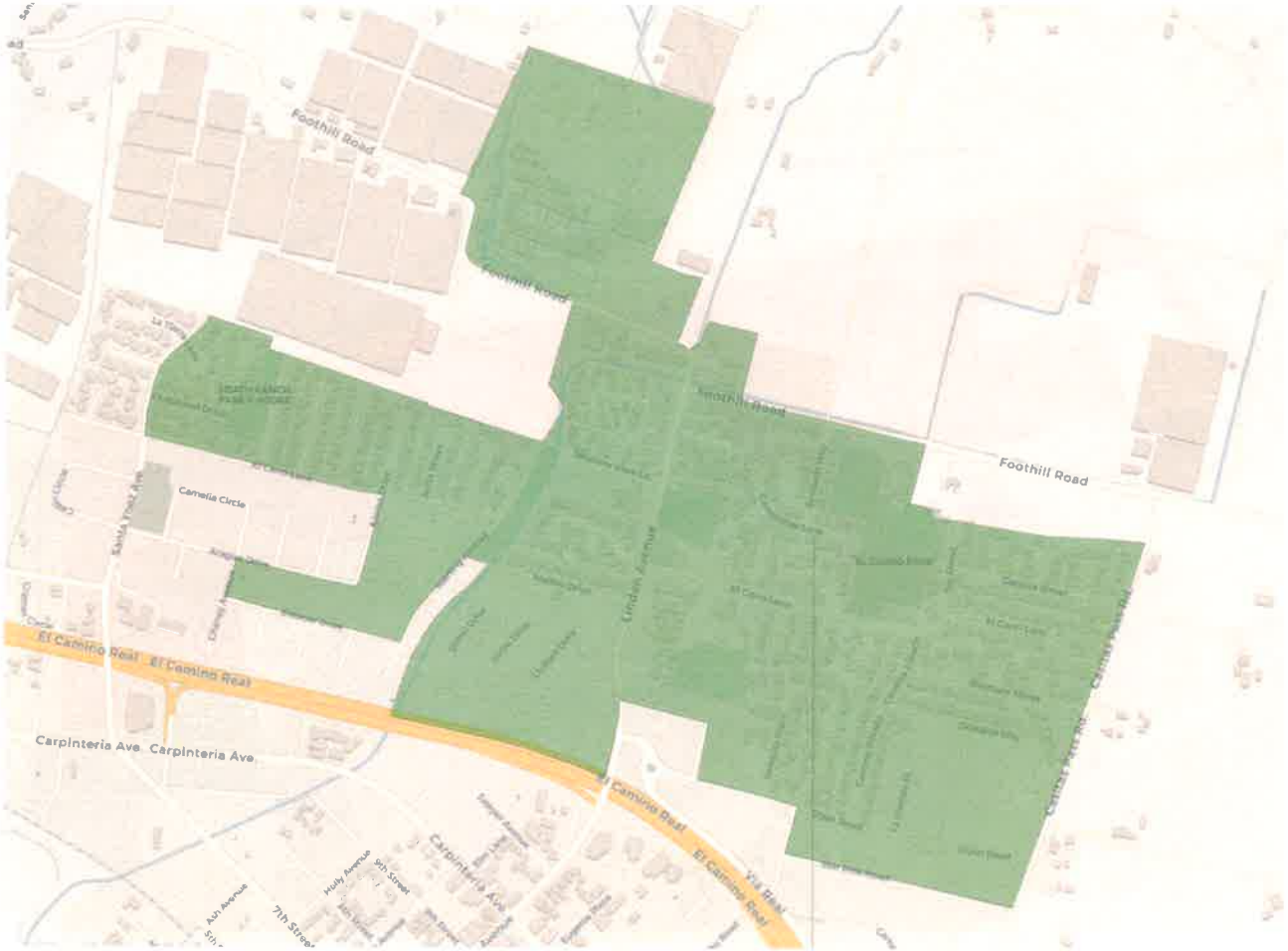
Total CVAP	Other CVAP	Other CVAP %	Latino CVAP	Latino CVAP %	Asian CVAP	Asian CVAP %	Black CVAP	Black CVAP %
1,792	1,101	61.4%	671	37.4%	14	0.8%	6	0.3%

REDISTRICTING PARTNERS

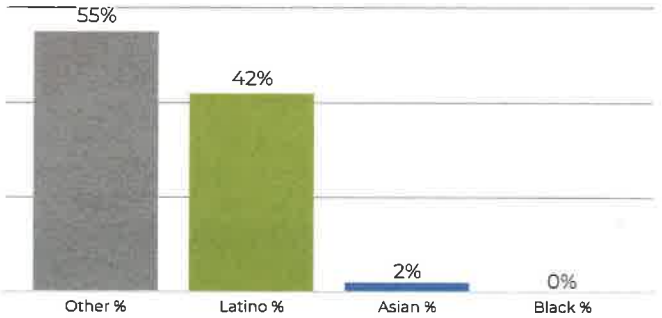
City of Carpinteria

Draft Plan A2

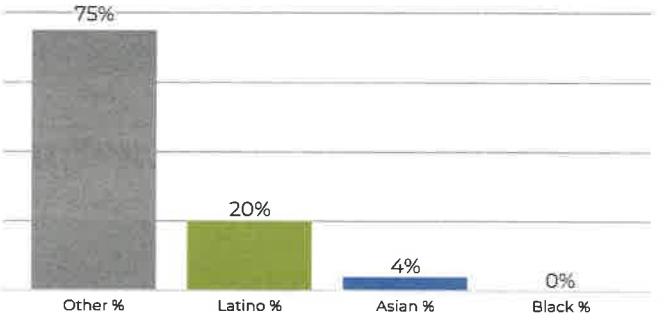
District B

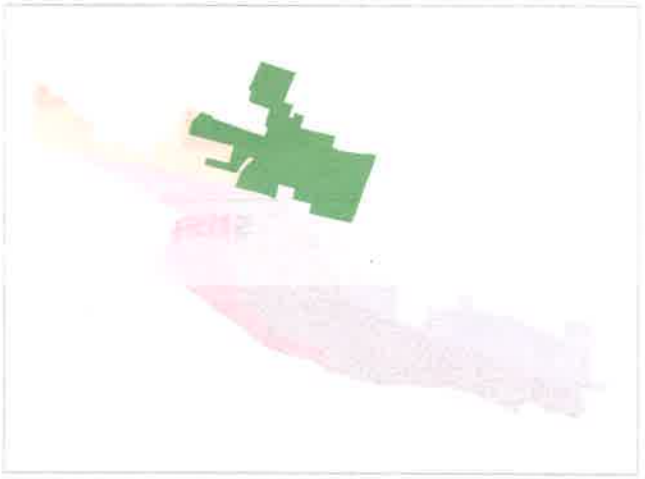


2020 Census



Citizen Voting Age Population





Population	Deviation	Deviation %	Other	Other %	Latino	Latino %	Asian	Asian %	Black	Black %
2,643	-16	-0.6%	1,463	55.4%	1,111	42.0%	59	2.2%	10	0.4%

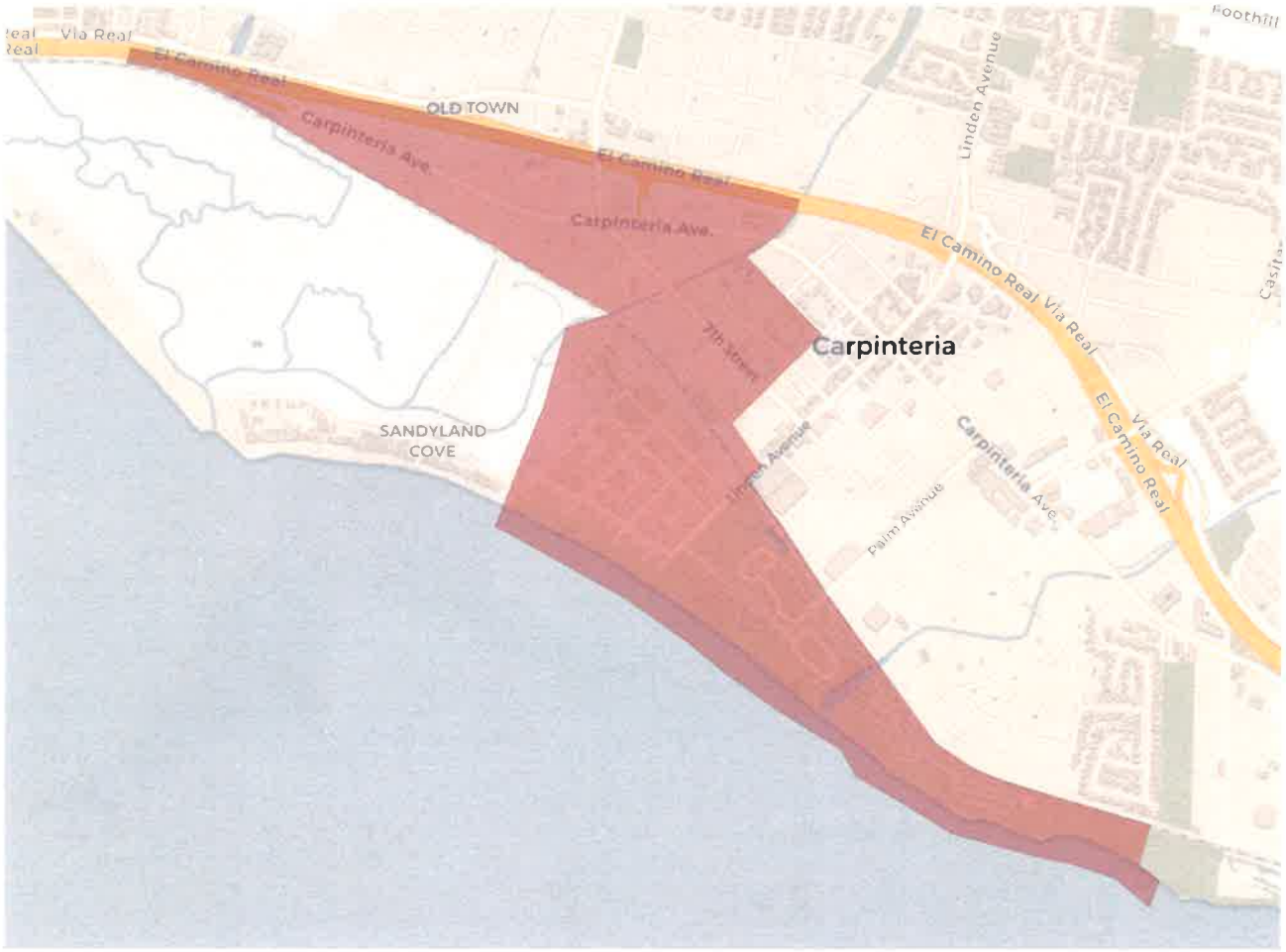
Total CVAP	Other CVAP	Other CVAP %	Latino CVAP	Latino CVAP %	Asian CVAP	Asian CVAP %	Black CVAP	Black CVAP %
1,868	1,402	75.1%	379	20.3%	87	4.7%	0	0.0%

REDISTRICTING PARTNERS

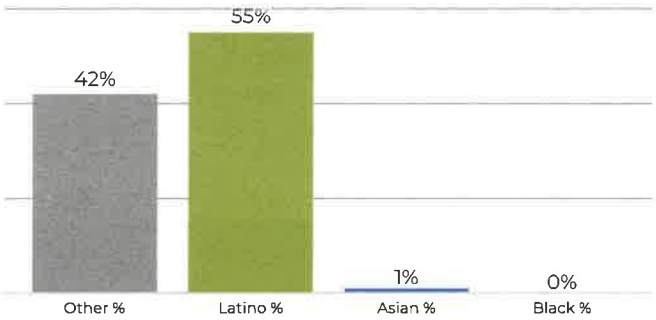
City of Carpinteria

Draft Plan A2

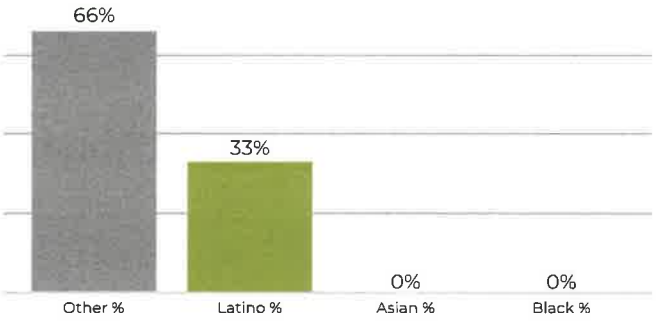
District C

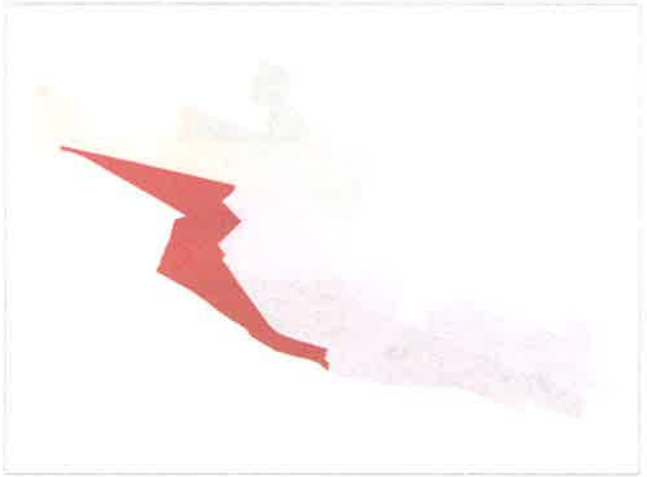


2020 Census



Citizen Voting Age Population





Population	Deviation	Deviation %	Other	Other %	Latino	Latino %	Asian	Asian %	Black	Black %
2,572	-87	-3.3%	1,104	42.9%	1,427	55.5%	26	1.0%	15	0.6%

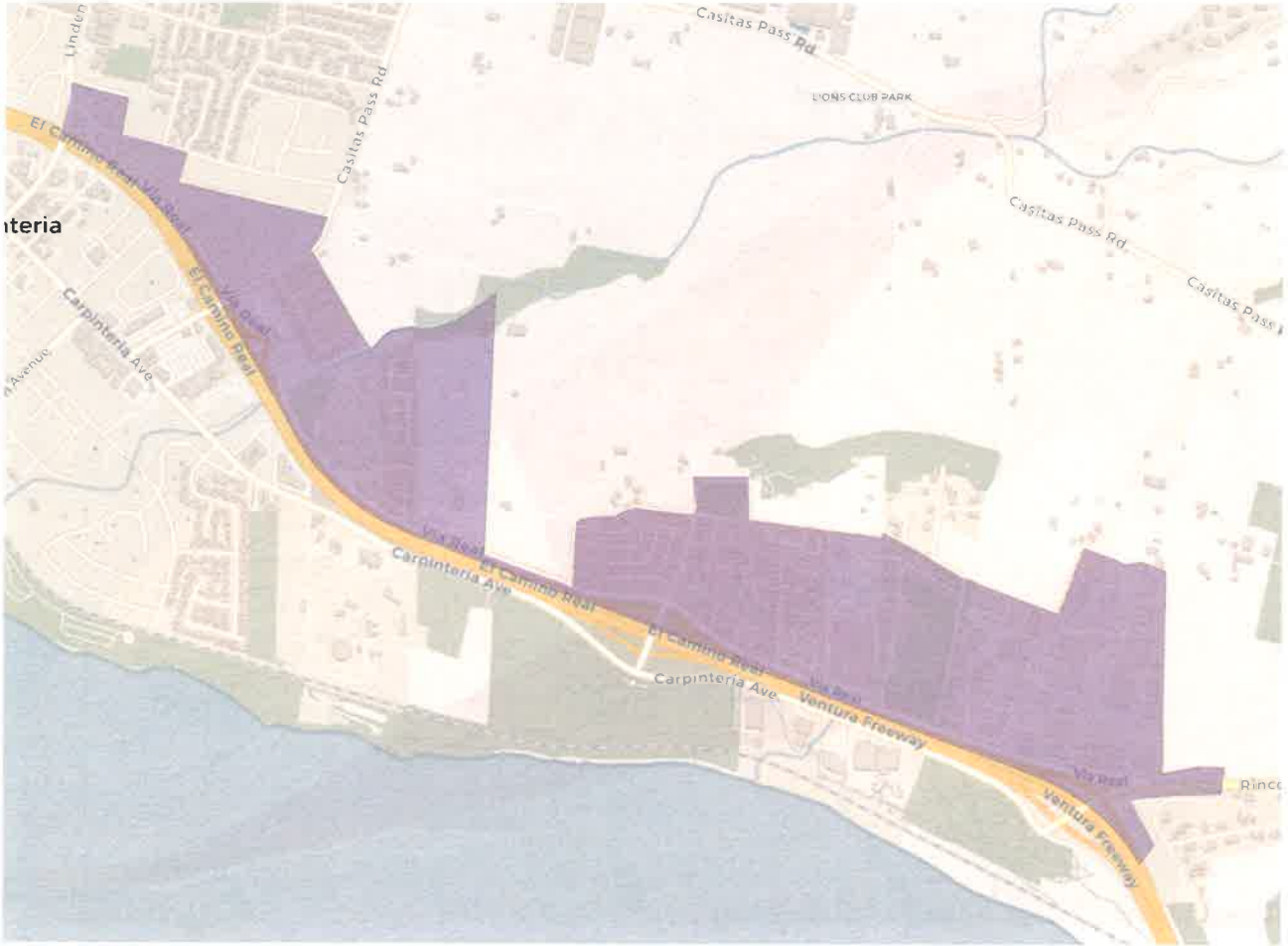
Total CVAP	Other CVAP	Other CVAP %	Latino CVAP	Latino CVAP %	Asian CVAP	Asian CVAP %	Black CVAP	Black CVAP %
1,476	976	66.1%	496	33.6%	4	0.3%	0	0.0%

REDISTRICTING PARTNERS

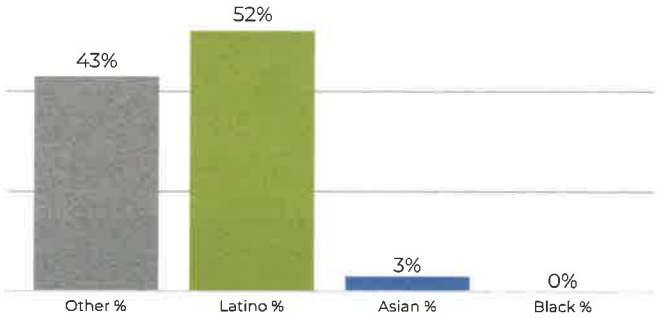
City of Carpinteria

Draft Plan A2

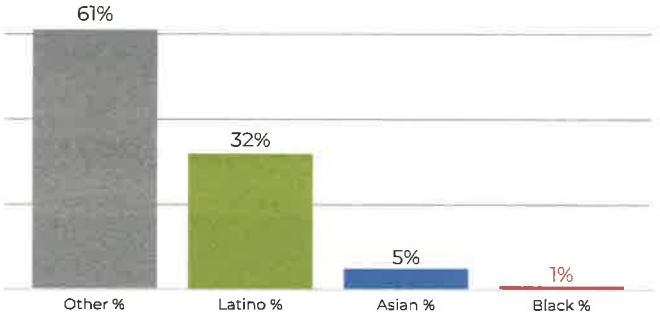
District D

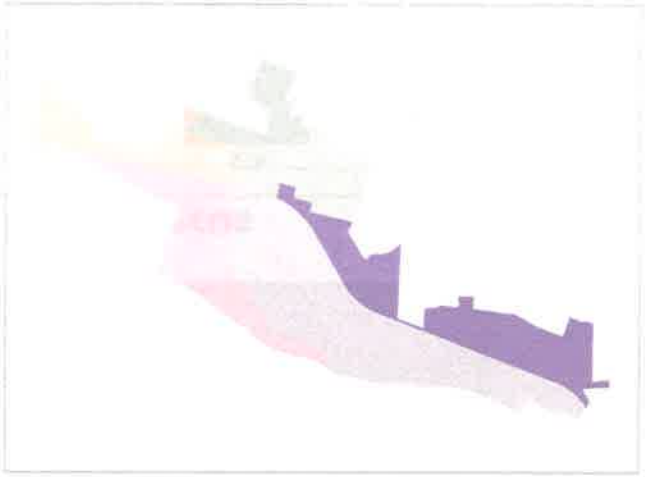


2020 Census



Citizen Voting Age Population





Population	Deviation	Deviation %	Other	Other %	Latino	Latino %	Asian	Asian %	Black	Black %
2,826	167	6.3%	1,241	43.9%	1,480	52.4%	89	3.1%	16	0.6%

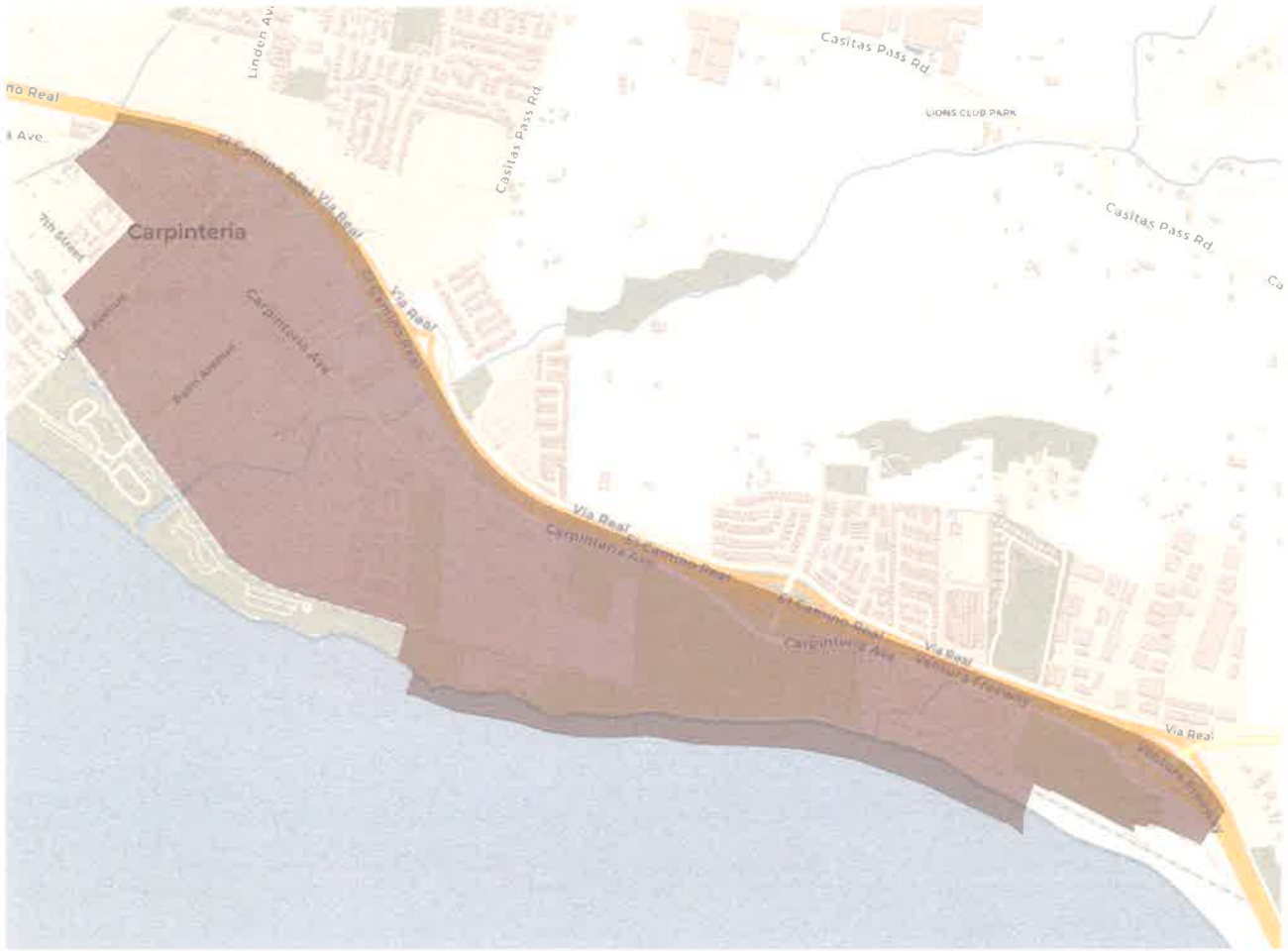
Total CVAP	Other CVAP	Other CVAP %	Latino CVAP	Latino CVAP %	Asian CVAP	Asian CVAP %	Black CVAP	Black CVAP %
1,701	1,037	61.0%	551	32.4%	85	5.0%	28	1.6%

REDISTRICTING PARTNERS

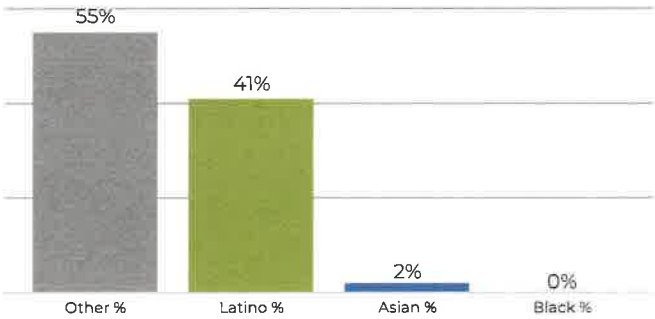
City of Carpinteria

Draft Plan A2

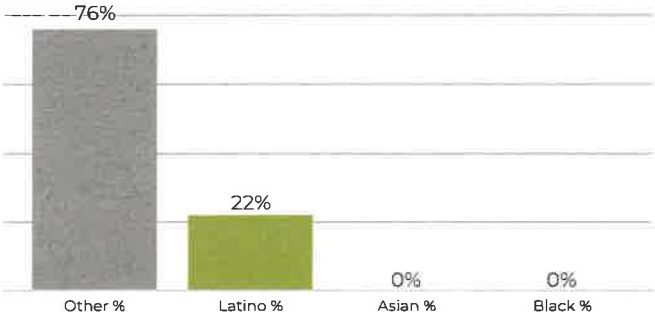
District E

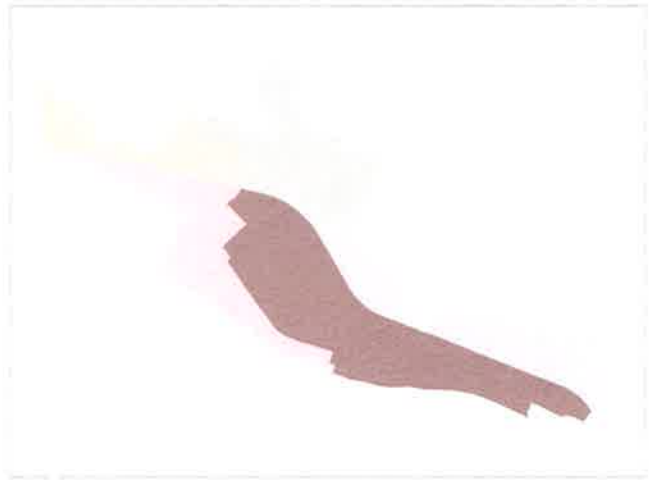


2020 Census



Citizen Voting Age Population





Population	Deviation	Deviation %	Other	Other %	Latino	Latino %	Asian	Asian %	Black	Black %
2,573	-86	-3.2%	1,435	55.8%	1,063	41.3%	60	2.3%	15	0.6%

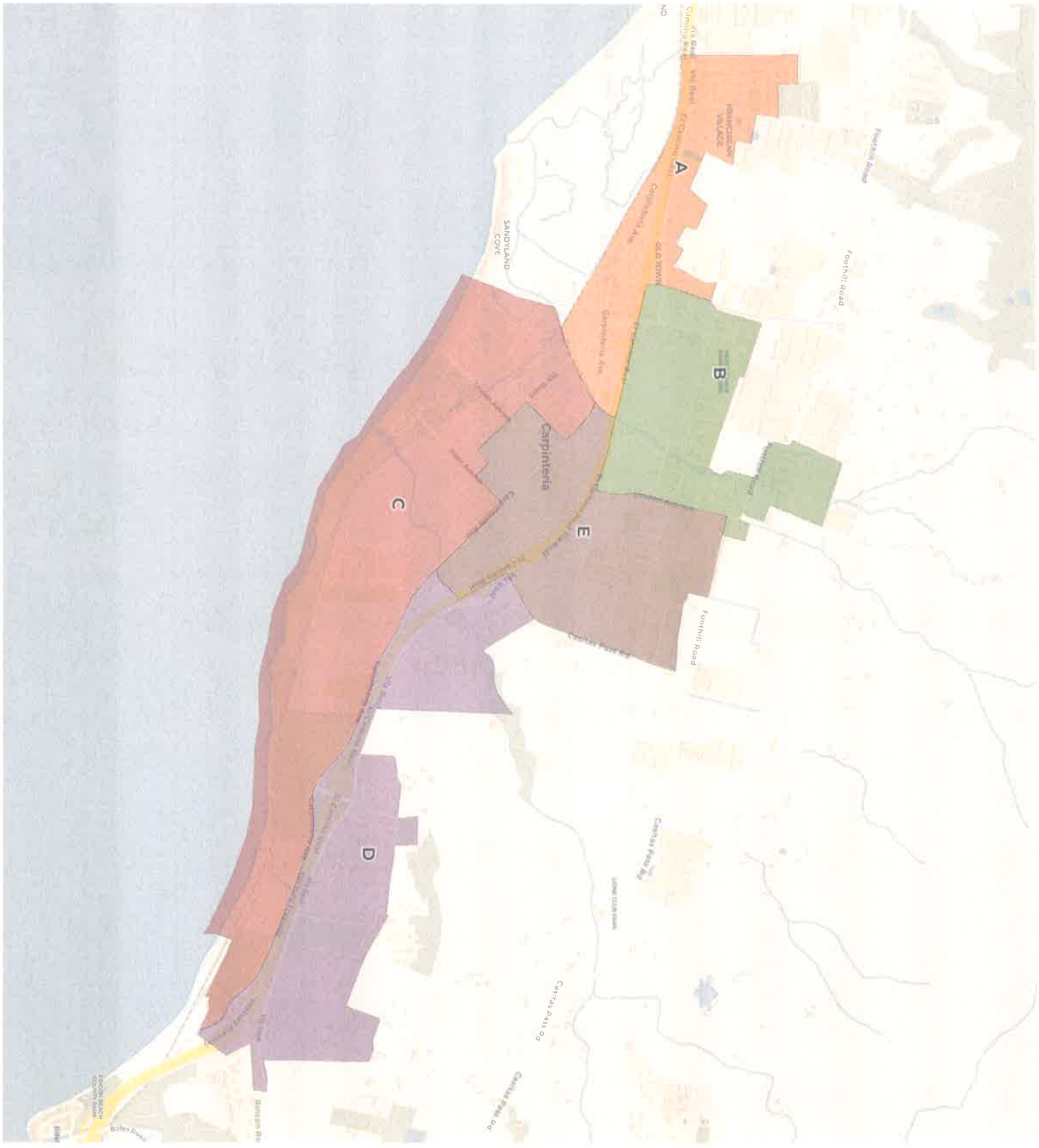
Total CVAP	Other CVAP	Other CVAP %	Latino CVAP	Latino CVAP %	Asian CVAP	Asian CVAP %	Black CVAP	Black CVAP %
1,946	1,484	76.3%	440	22.6%	8	0.4%	14	0.7%

ATTACHMENT B

REDISTRICTING PARTNERS

City of Carpinteria

Draft Plan B



REDISTRICTING PARTNERS

City of Carpinteria

Draft Plan B

2020 Census

	A	B	C	D	E
Population	2,657	2,599	2,721	2,579	2,737
Deviation	-2	-60	62	-80	78
Deviation %	-0.1%	-2.3%	2.3%	-3.0%	2.9%
Other	1,143	1,128	1,458	1,074	1,631
Other %	43.0%	43.4%	53.6%	41.6%	59.6%
Latino	1,451	1,406	1,211	1,412	1,005
Latino %	54.6%	54.1%	44.5%	54.7%	36.7%
Asian	48	50	30	77	94
Asian %	1.8%	1.9%	1.1%	3.0%	3.4%
Black	15	15	22	16	7
Black %	0.6%	0.6%	0.8%	0.6%	0.3%

Citizen Voting Age Population (CVAP)

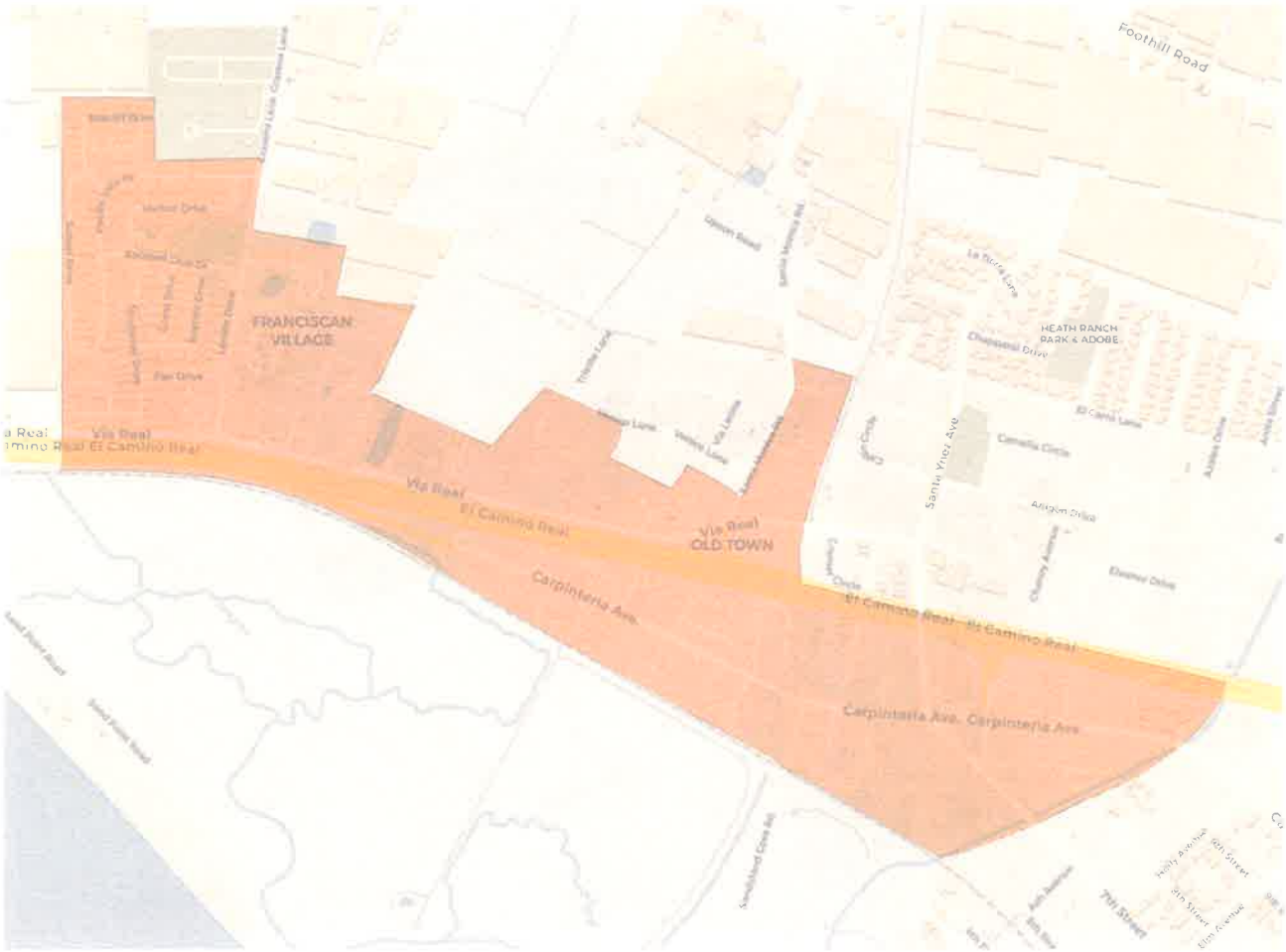
	A	B	C	D	E
Total CVAP	1,494	1,416	2,129	1,495	2,249
Other CVAP	826	928	1,605	884	1,757
Other CVAP %	55.3%	65.5%	75.4%	59.1%	78.1%
Latino CVAP	664	460	507	527	379
Latino CVAP %	44.4%	32.5%	23.8%	35.3%	16.9%
Asian CVAP	4	22	3	56	113
Asian CVAP %	0.3%	1.6%	0.1%	3.7%	5.0%
Black CVAP	0	6	14	28	0
Black CVAP %	0.0%	0.4%	0.7%	1.9%	0.0%

REDISTRICTING PARTNERS

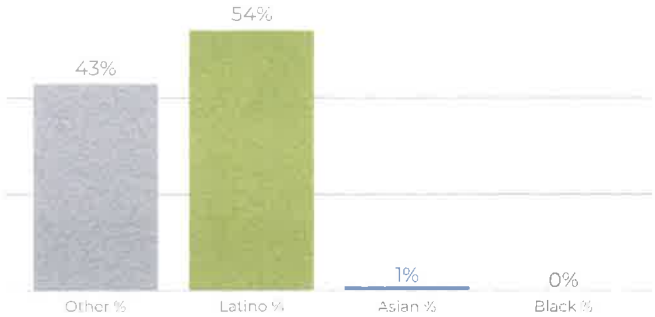
City of Carpinteria

Draft Plan B

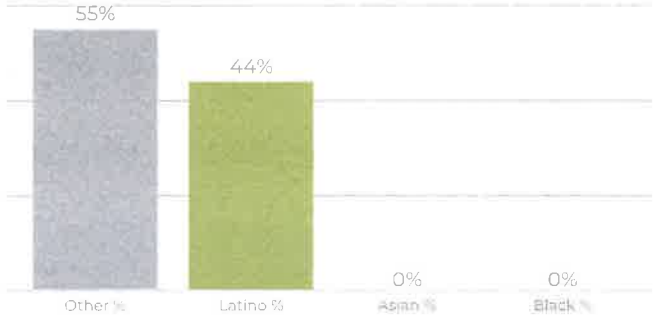
District A



2020 Census



Citizen Voting Age Population





Population	Deviation	Deviation %	Other	Other %	Latino	Latino %	Asian	Asian %	Black	Black %
2,657	-2	-0.1%	1,143	43.0%	1,451	54.6%	48	1.8%	15	0.6%

Total CVAP	Other CVAP	Other CVAP %	Latino CVAP	Latino CVAP %	Asian CVAP	Asian CVAP %	Black CVAP	Black CVAP %
1,494	826	55.3%	664	44.4%	4	0.3%	0	0.0%

REDISTRICTING PARTNERS

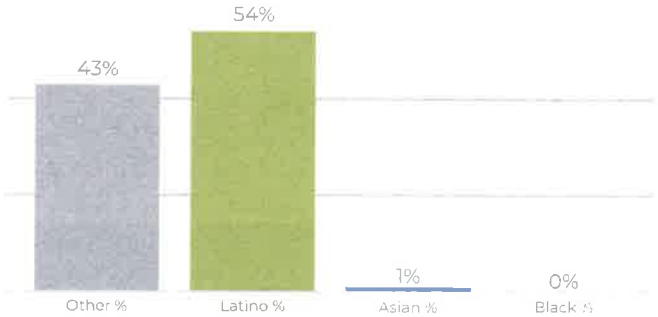
City of Carpinteria

Draft Plan B

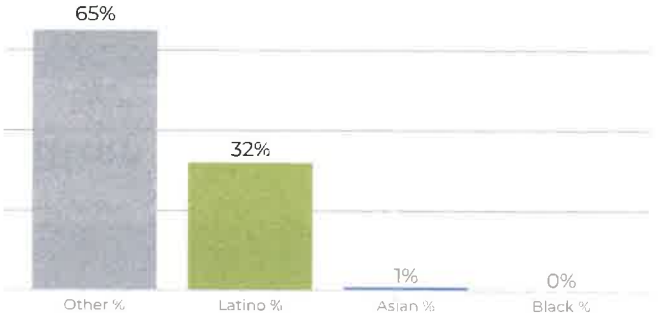
District B



2020 Census



Citizen Voting Age Population





Population	Deviation	Deviation %	Other	Other %	Latino	Latino %	Asian	Asian %	Black	Black %
2,599	-60	-2.3%	1,128	43.4%	1,406	54.1%	50	1.9%	15	0.6%

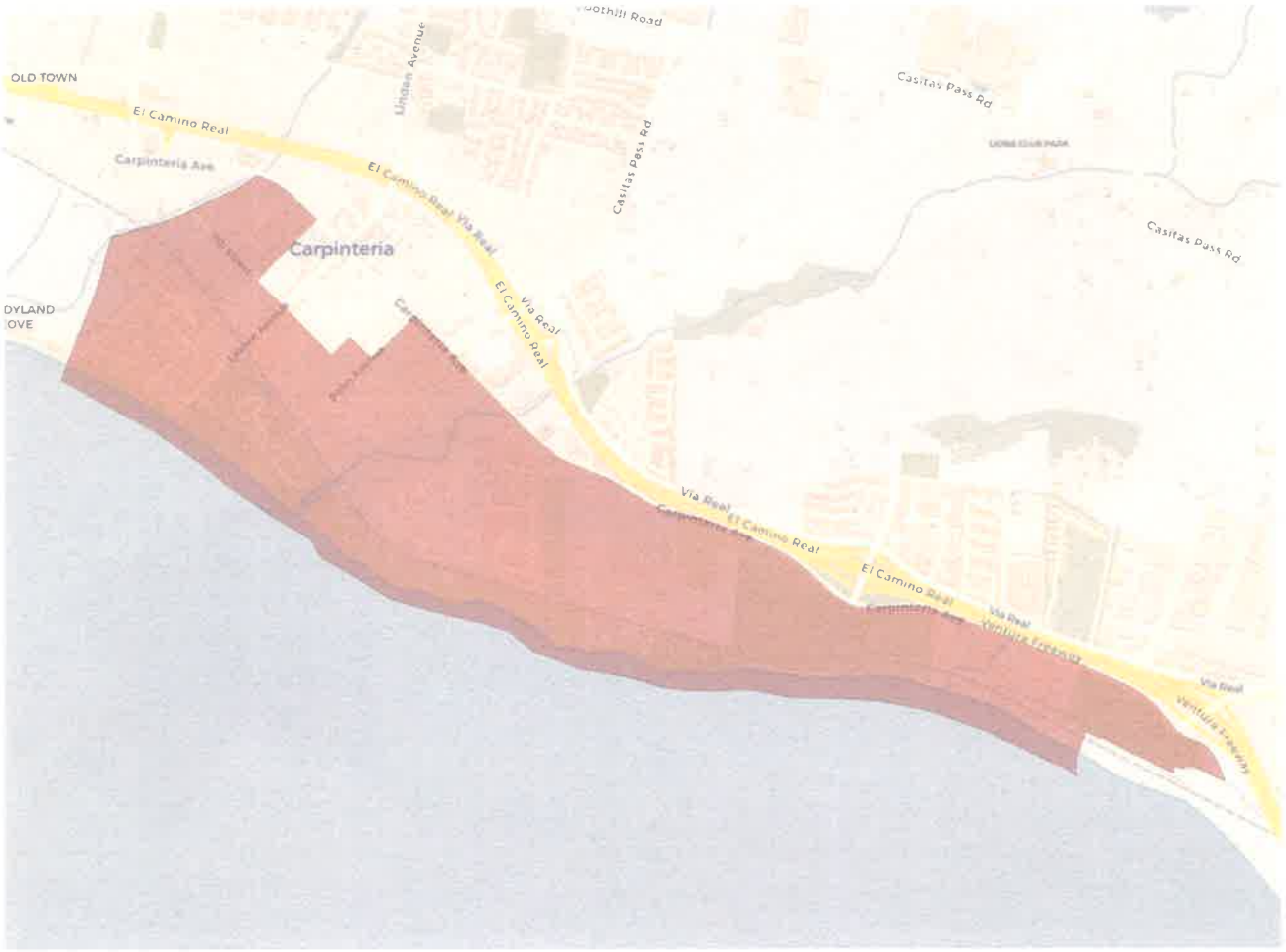
Total CVAP	Other CVAP	Other CVAP %	Latino CVAP	Latino CVAP %	Asian CVAP	Asian CVAP %	Black CVAP	Black CVAP %
1,416	928	65.5%	460	32.5%	22	1.6%	6	0.4%

REDISTRICTING PARTNERS

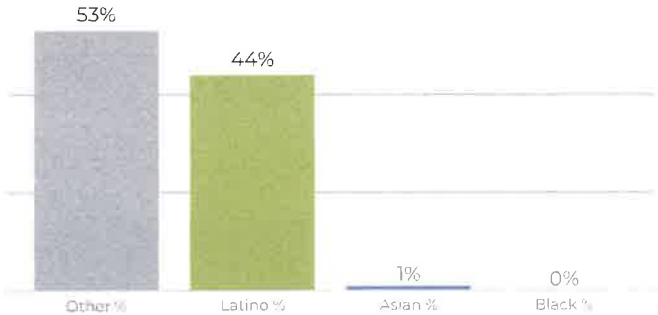
City of Carpinteria

Draft Plan B

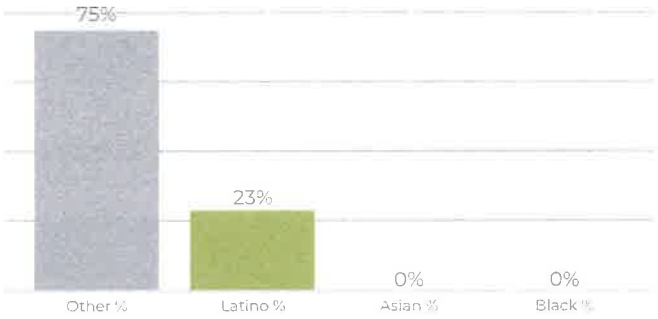
District C

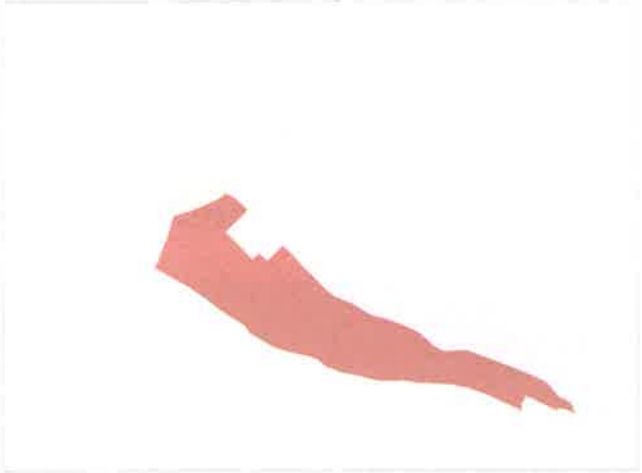


2020 Census



Citizen Voting Age Population





Population	Deviation	Deviation %	Other	Other %	Latino	Latino %	Asian	Asian %	Black	Black %
2,721	62	2.3%	1,458	53.6%	1,211	44.5%	30	1.1%	22	0.8%

Total CVAP	Other CVAP	Other CVAP %	Latino CVAP	Latino CVAP %	Asian CVAP	Asian CVAP %	Black CVAP	Black CVAP %
2,129	1,605	75.4%	507	23.8%	3	0.1%	14	0.7%

REDISTRICTING PARTNERS

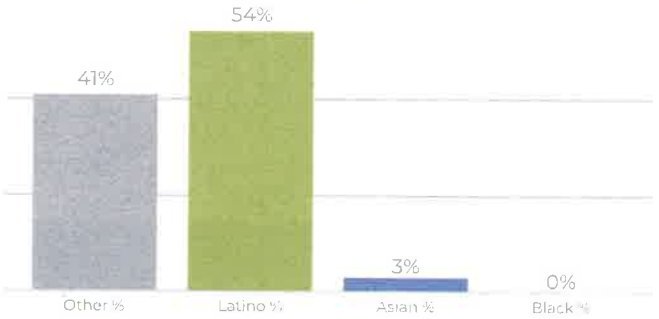
City of Carpinteria

Draft Plan B

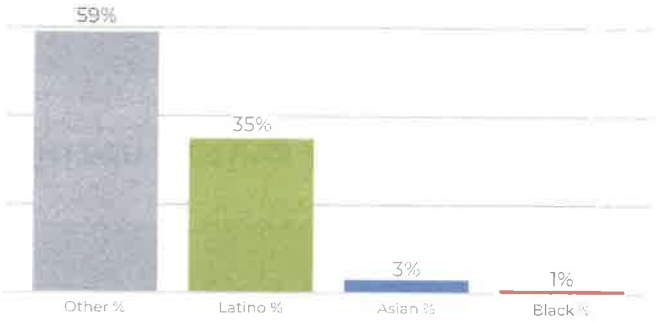
District D

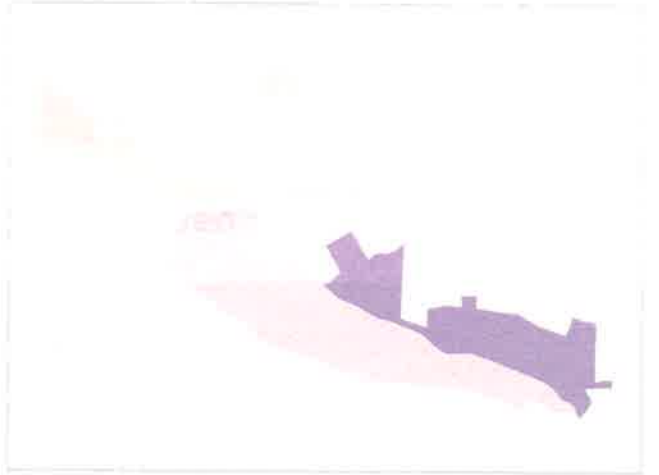


2020 Census



Citizen Voting Age Population





Population	Deviation	Deviation %	Other	Other %	Latino	Latino %	Asian	Asian %	Black	Black %
2,579	-80	-3.0%	1,074	41.6%	1,412	54.7%	77	3.0%	16	0.6%

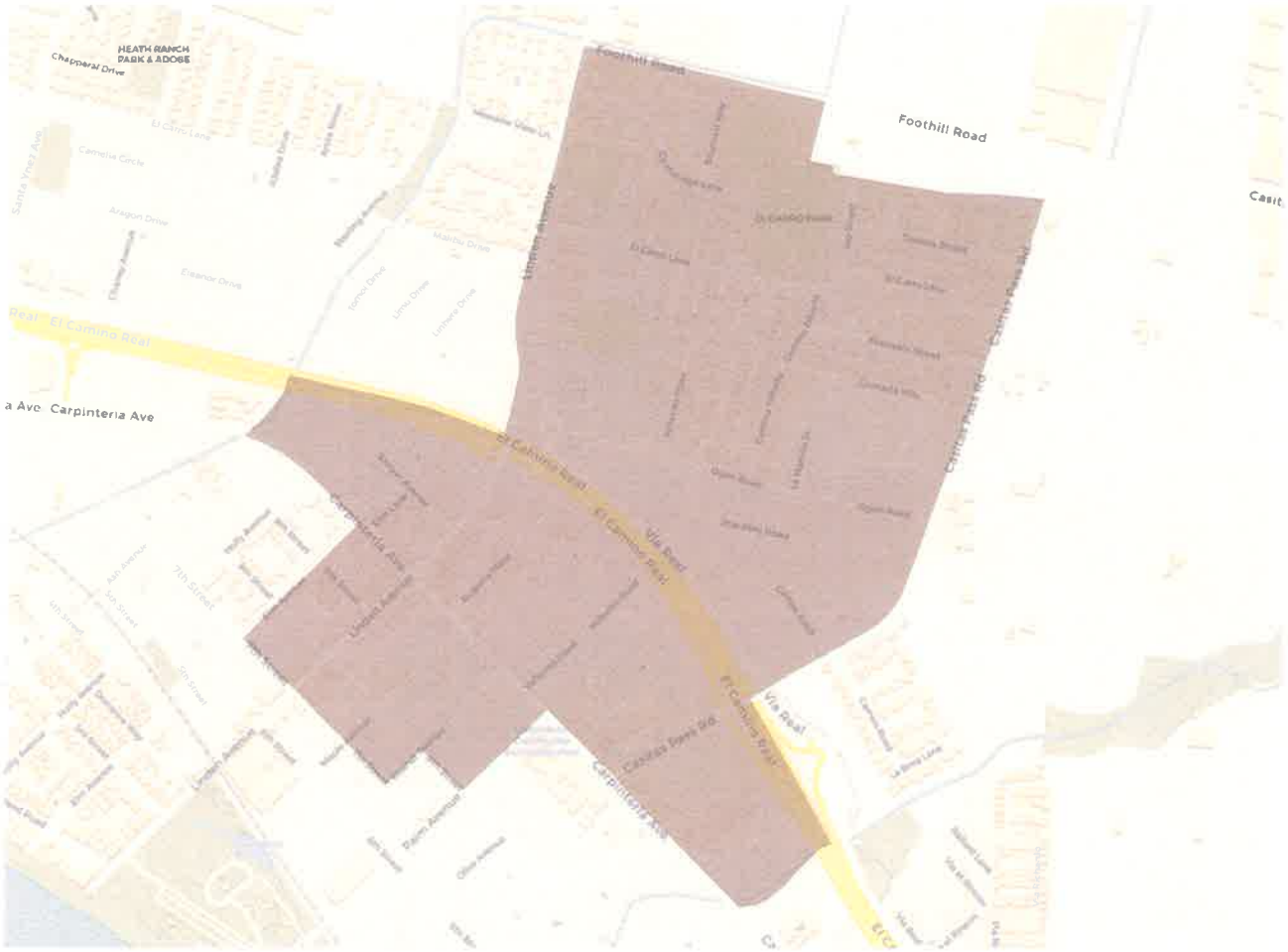
Total CVAP	Other CVAP	Other CVAP %	Latino CVAP	Latino CVAP %	Asian CVAP	Asian CVAP %	Black CVAP	Black CVAP %
1,495	884	59.1%	527	35.3%	56	3.7%	28	1.9%

REDISTRICTING PARTNERS

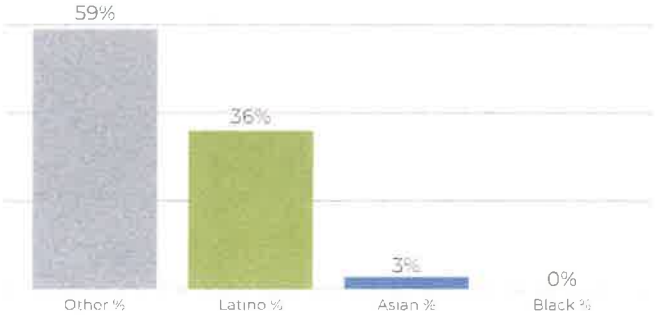
City of Carpinteria

Draft Plan B

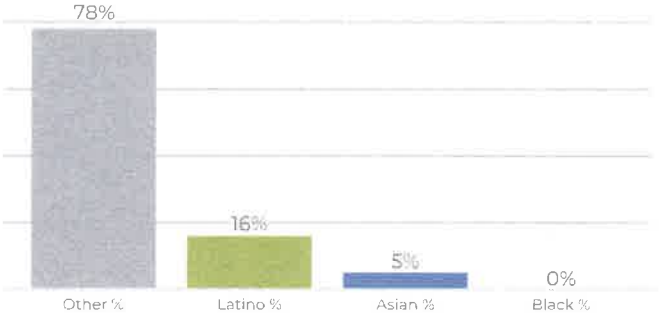
District E



2020 Census



Citizen Voting Age Population





Population	Deviation	Deviation %	Other	Other %	Latino	Latino %	Asian	Asian %	Black	Black %
2,737	78	2.9%	1,631	59.6%	1,005	36.7%	94	3.4%	7	0.3%

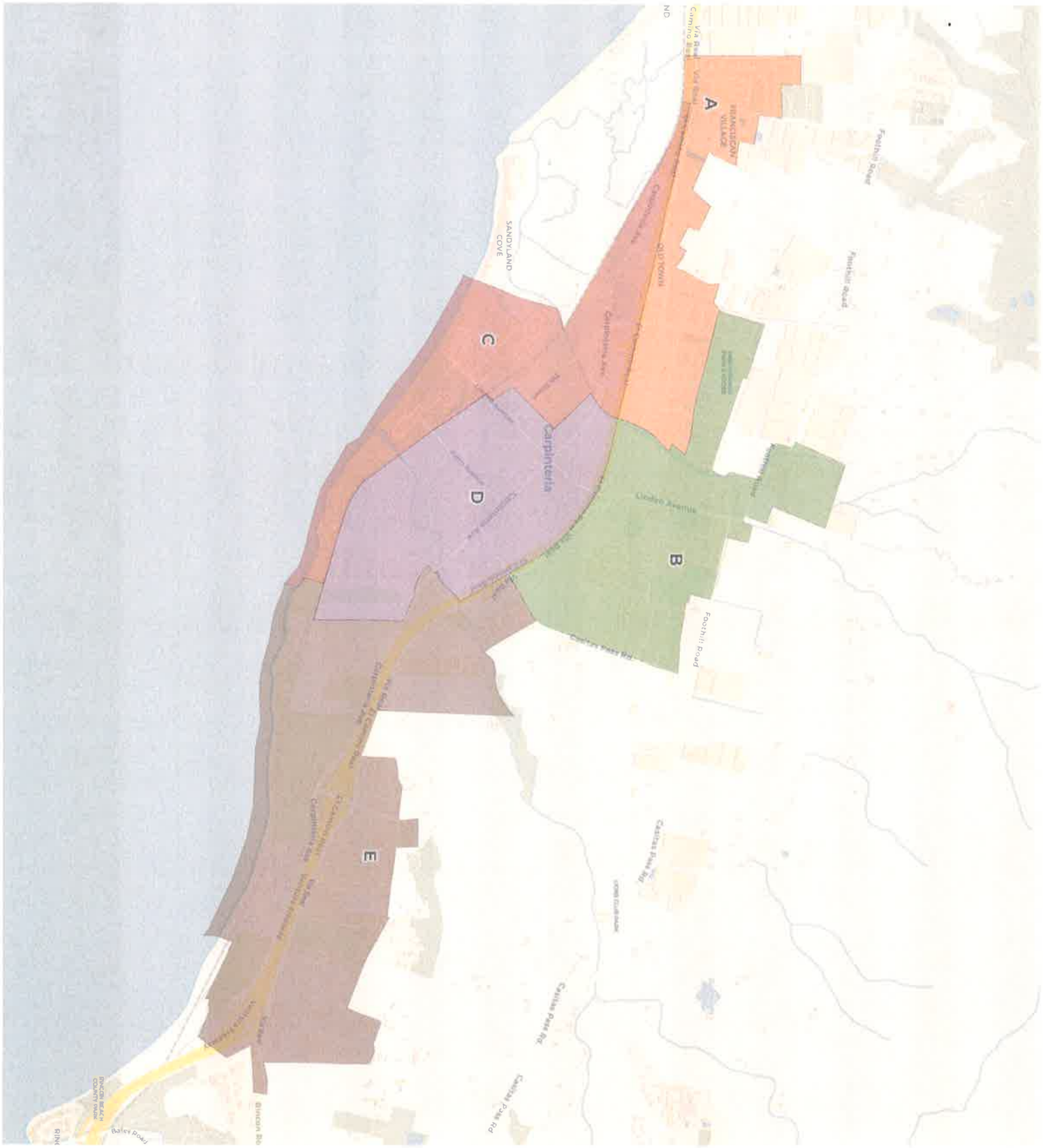
Total CVAP	Other CVAP	Other CVAP %	Latino CVAP	Latino CVAP %	Asian CVAP	Asian CVAP %	Black CVAP	Black CVAP %
2,249	1,757	78.1%	379	16.9%	113	5.0%	0	0.0%

ATTACHMENT C

REDISTRICTING PARTNERS

City of Carpinteria

Draft Plan C



REDISTRICTING PARTNERS

City of Carpinteria

Draft Plan C

2020 Census

	A	B	C	D	E
Population	2,780	2,789	2,572	2,573	2,579
Deviation	121	130	-87	-86	-80
Deviation %	4.6%	4.9%	-3.3%	-3.2%	-3.0%
Other	1,210	1,611	1,104	1,435	1,074
Other %	43.5%	57.8%	42.9%	55.8%	41.6%
Latino	1,477	1,106	1,427	1,063	1,412
Latino %	53.1%	39.7%	55.5%	41.3%	54.7%
Asian	73	63	26	60	77
Asian %	2.6%	2.3%	1.0%	2.3%	3.0%
Black	20	9	15	15	16
Black %	0.7%	0.3%	0.6%	0.6%	0.6%

Citizen Voting Age Population (CVAP)

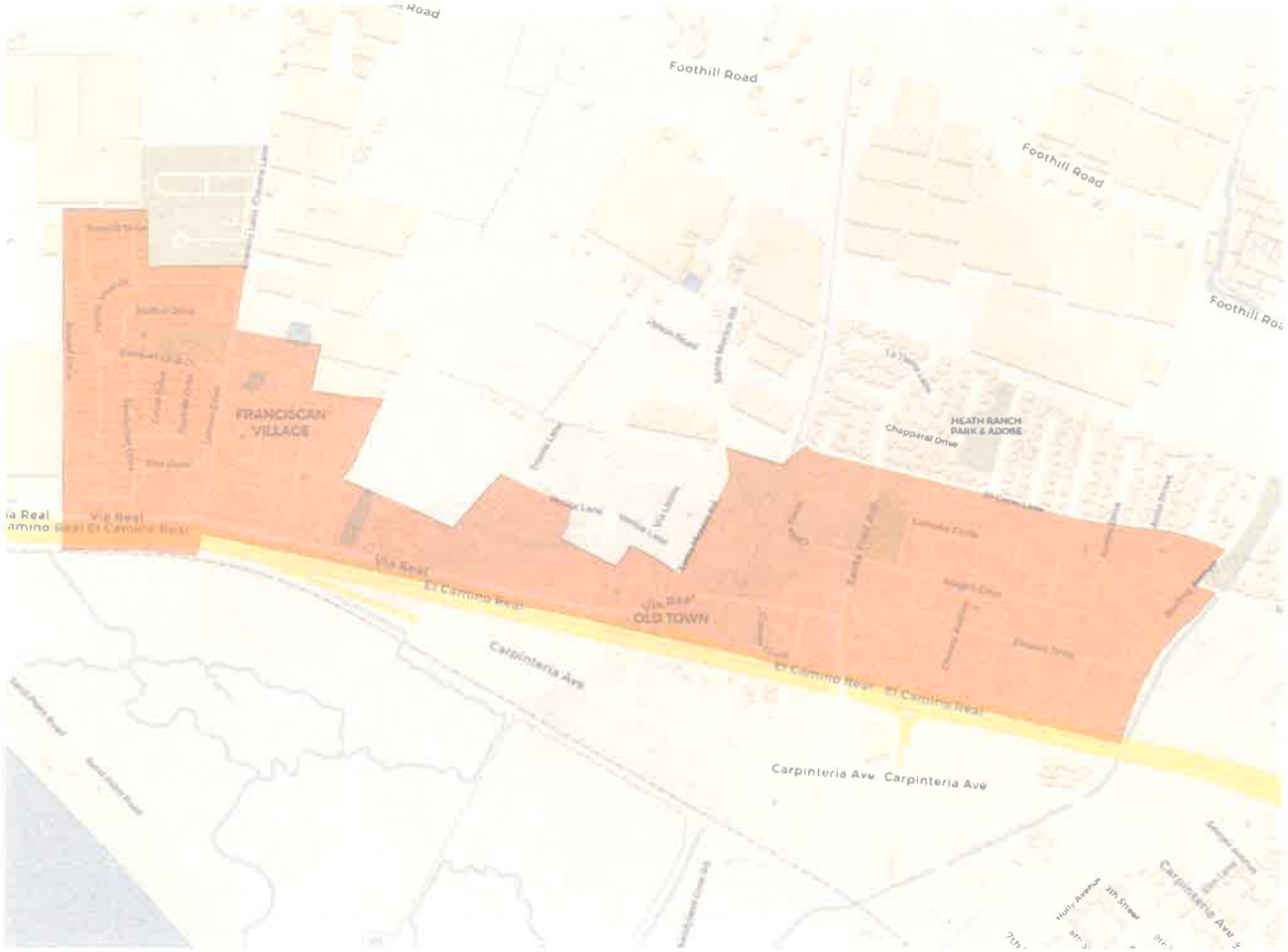
	A	B	C	D	E
Total CVAP	1,841	2,025	1,476	1,946	1,495
Other CVAP	1,126	1,530	976	1,484	884
Other CVAP %	61.2%	75.6%	66.1%	76.3%	59.1%
Latino CVAP	691	383	496	440	527
Latino CVAP %	37.5%	18.9%	33.6%	22.6%	35.3%
Asian CVAP	18	112	4	8	56
Asian CVAP %	1.0%	5.5%	0.3%	0.4%	3.7%
Black CVAP	6	0	0	14	28
Black CVAP %	0.3%	0.0%	0.0%	0.7%	1.9%

REDISTRICTING PARTNERS

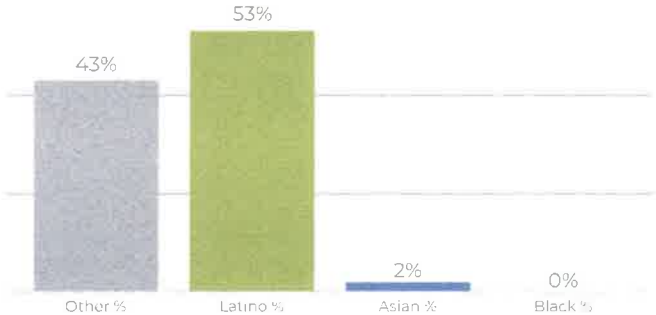
City of Carpinteria

Draft Plan C

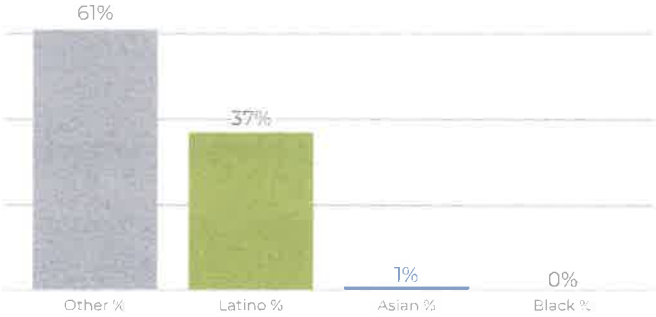
District A



2020 Census



Citizen Voting Age Population





Population	Deviation	Deviation %	Other	Other %	Latino	Latino %	Asian	Asian %	Black	Black %
2,780	121	4.6%	1,210	43.5%	1,477	53.1%	73	2.6%	20	0.7%

Total CVAP	Other CVAP	Other CVAP %	Latino CVAP	Latino CVAP %	Asian CVAP	Asian CVAP %	Black CVAP	Black CVAP %
1,841	1,126	61.2%	691	37.5%	18	1.0%	6	0.3%

REDISTRICTING PARTNERS

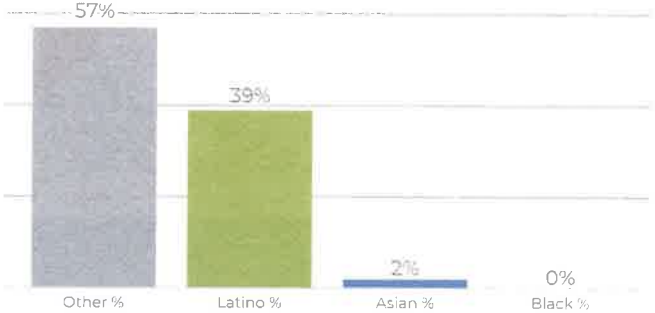
City of Carpinteria

Draft Plan C

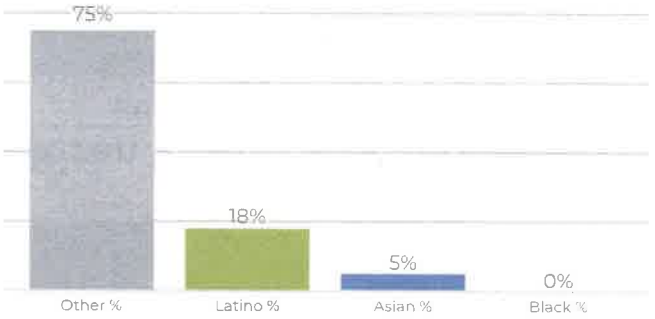
District B

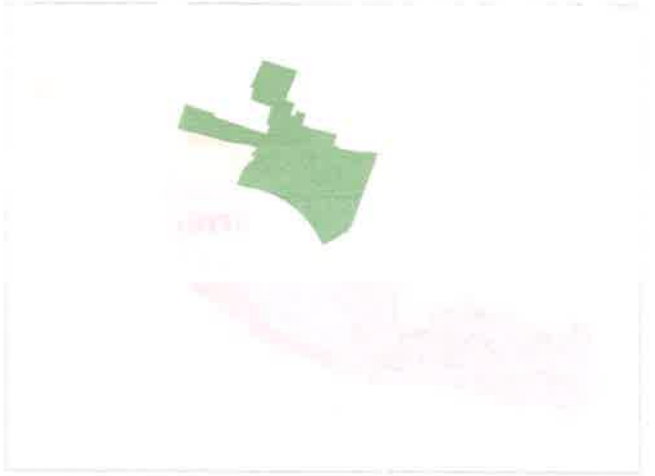


2020 Census



Citizen Voting Age Population





Population	Deviation	Deviation %	Other	Other %	Latino	Latino %	Asian	Asian %	Black	Black %
2,789	130	4.9%	1,611	57.8%	1,106	39.7%	63	2.3%	9	0.3%

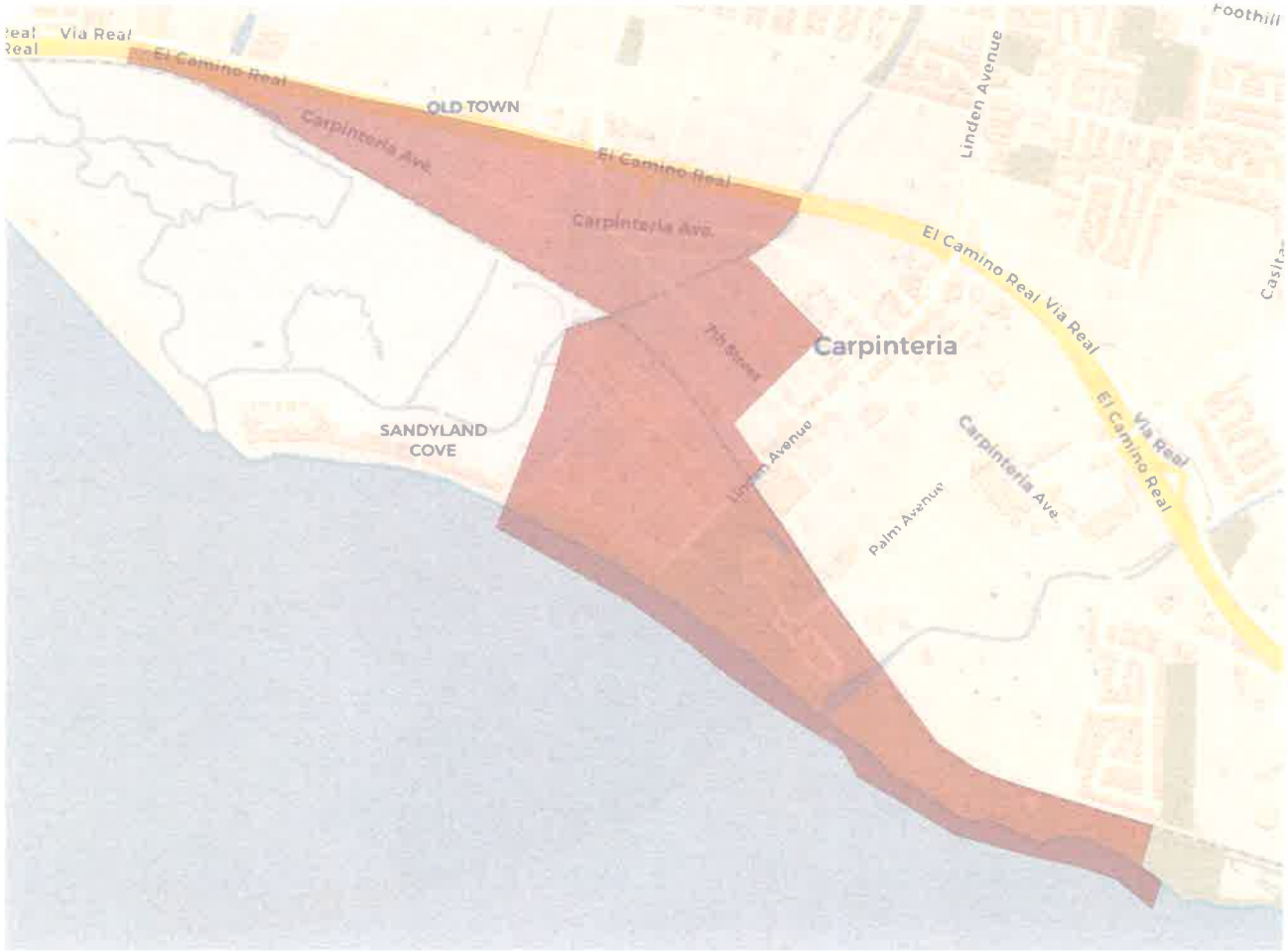
Total CVAP	Other CVAP	Other CVAP %	Latino CVAP	Latino CVAP %	Asian CVAP	Asian CVAP %	Black CVAP	Black CVAP %
2,025	1,530	75.6%	383	18.9%	112	5.5%	0	0.0%

REDISTRICTING PARTNERS

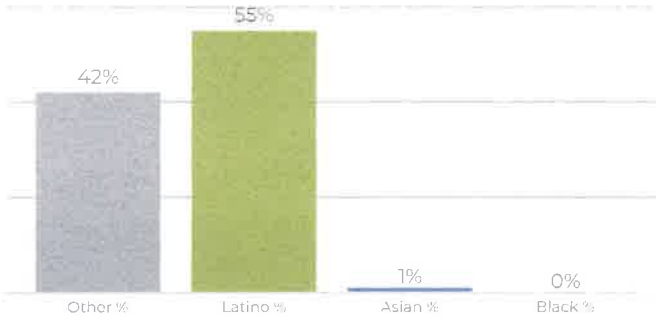
City of Carpinteria

Draft Plan C

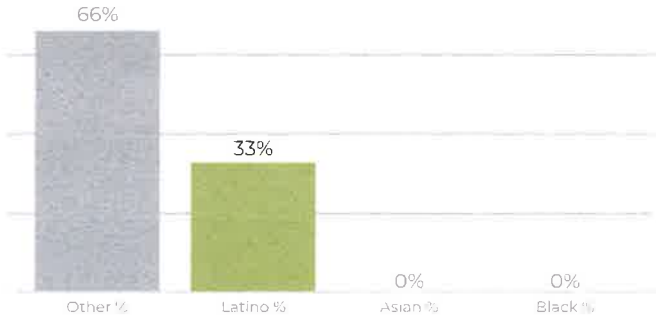
District C



2020 Census



Citizen Voting Age Population





Population	Deviation	Deviation %	Other	Other %	Latino	Latino %	Asian	Asian %	Black	Black %
2,572	-87	-3.3%	1,104	42.9%	1,427	55.5%	26	1.0%	15	0.6%

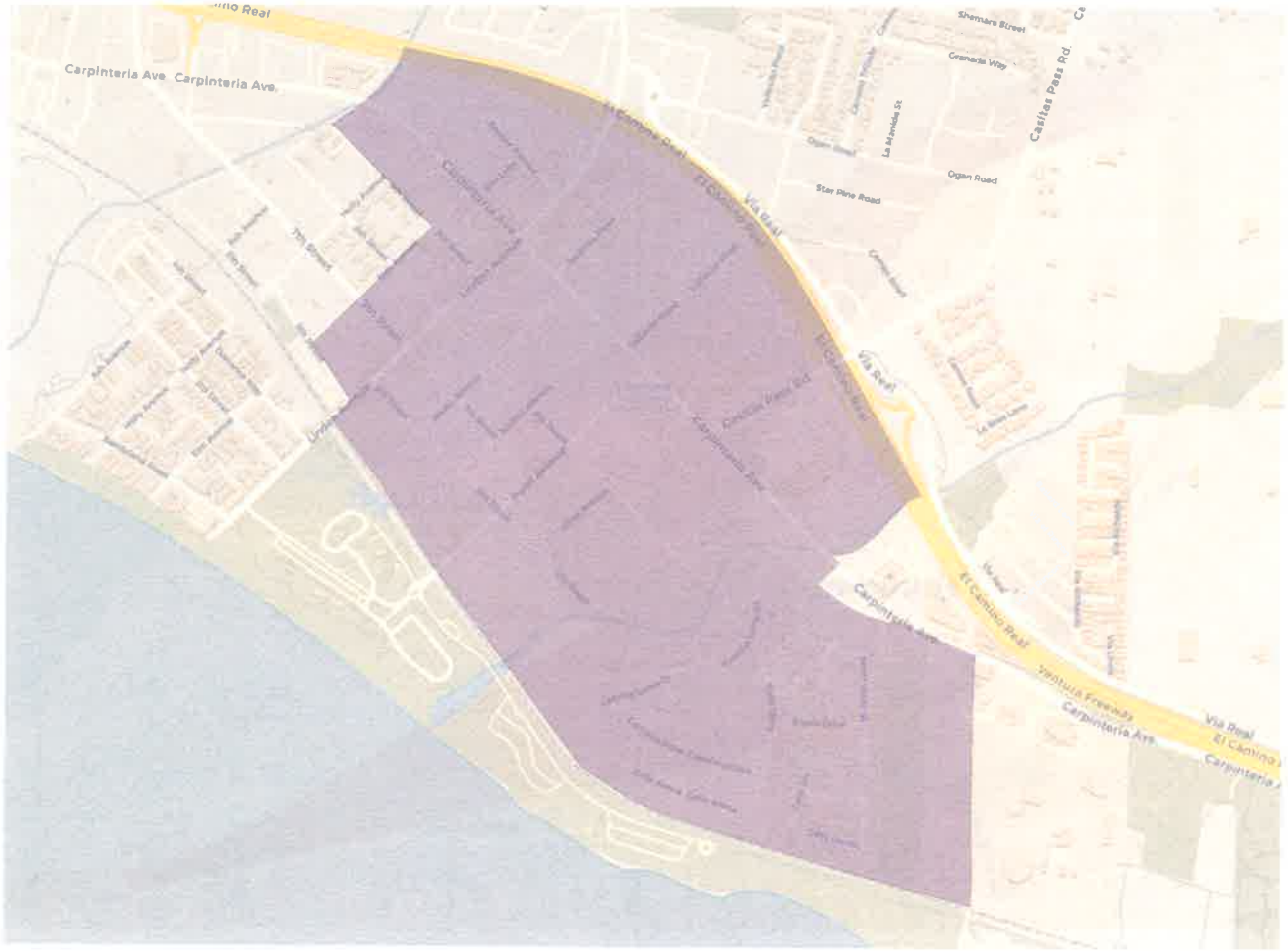
Total CVAP	Other CVAP	Other CVAP %	Latino CVAP	Latino CVAP %	Asian CVAP	Asian CVAP %	Black CVAP	Black CVAP %
1,476	976	66.1%	496	33.6%	4	0.3%	0	0.0%

REDISTRICTING PARTNERS

City of Carpinteria

Draft Plan C

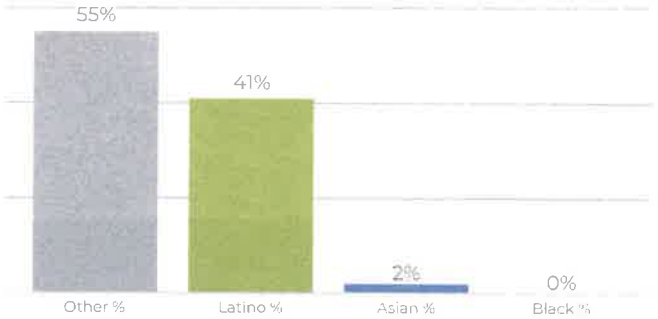
District D



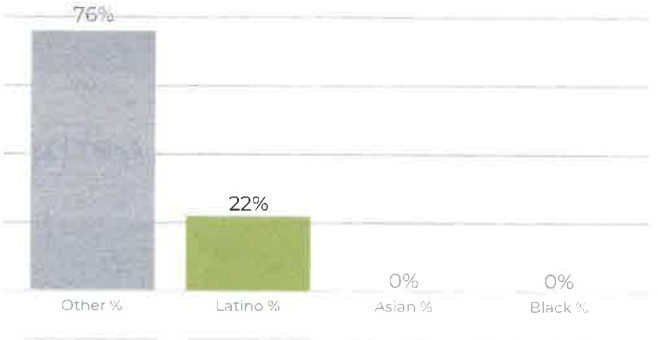
Population	Deviation	Deviation %	Other	Other %	Latino	Latino %	Asian	Asian %	Black	Black %
2,573	-86	-3.2%	1,435	55.8%	1,063	41.3%	60	2.3%	15	0.6%

Total CVAP	Other CVAP	Other CVAP %	Latino CVAP	Latino CVAP %	Asian CVAP	Asian CVAP %	Black CVAP	Black CVAP %
1,946	1,484	76.3%	440	22.6%	8	0.4%	14	0.7%

2020 Census



Citizen Voting Age Population





REDISTRICTING PARTNERS

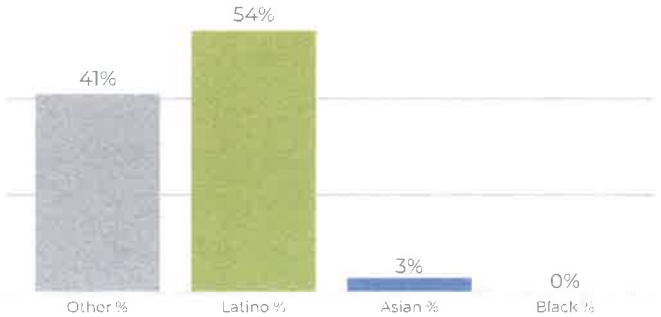
City of Carpinteria

Draft Plan C

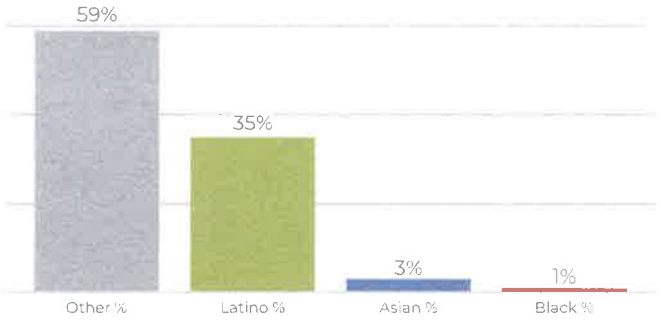
District E



2020 Census

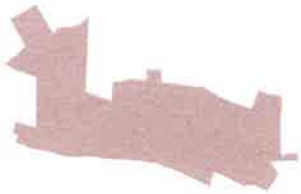


Citizen Voting Age Population



Population	Deviation	Deviation %	Other	Other %	Latino	Latino %	Asian	Asian %	Black	Black %
2,579	-80	-3.0%	1,074	41.6%	1,412	54.7%	77	3.0%	16	0.6%

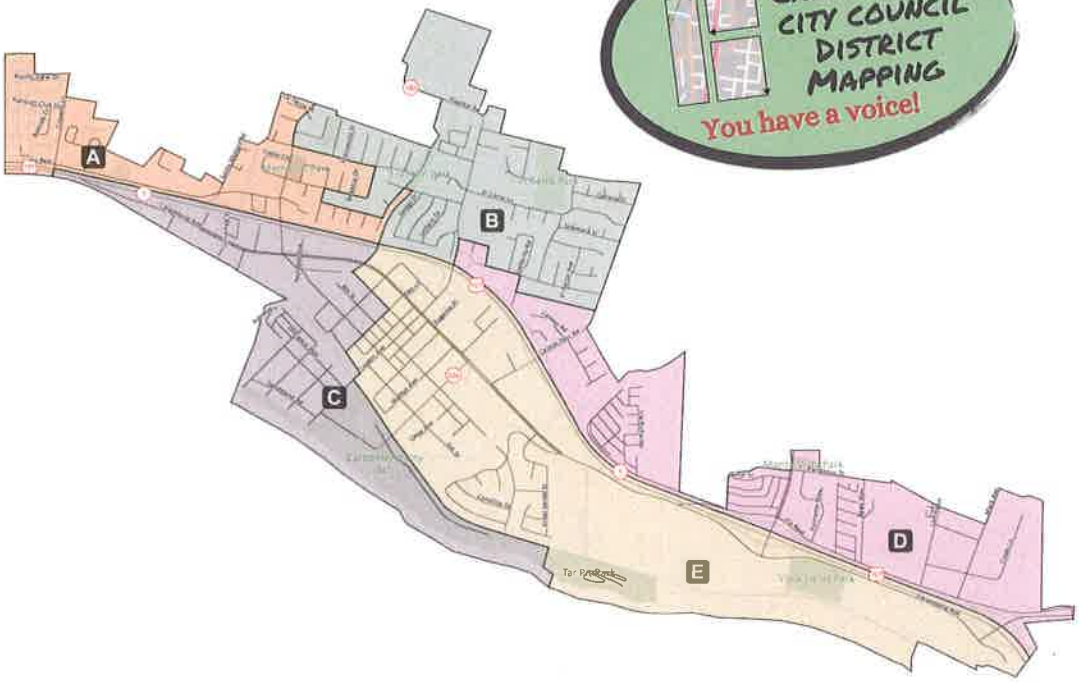
Total CVAP	Other CVAP	Other CVAP %	Latino CVAP	Latino CVAP %	Asian CVAP	Asian CVAP %	Black CVAP	Black CVAP %
1,495	884	59.1%	527	35.3%	56	3.7%	28	1.9%



ATTACHMENT D

Carpinteria City Council District Mapping

You have a voice!



What is District Mapping?

Starting in the November 2022 election, City Council members will be elected from five districts that are being created now.

These districts will define who can run for a City Council seat and who you will be able to vote for.

The goal is to create election districts that are balanced in size and protect the interest of the communities within those districts.

How can I share my thoughts?

Please share your input on the draft map above before the City Council meeting on Feb. 28th by emailing CarpinteriaDistrictElections@ci.carpinteria.ca.us

Where can I learn more?

DrawCarpinteria.com

What will be considered at the Feb. 28 City Council meeting?

The City Council will hold a public hearing on District Elections on Monday, Feb. 28 at 5:30 p.m. in the Carpinteria City Council Chamber, City Hall, 5776 Carpinteria Avenue, Carpinteria, California.

The goal of the hearing is for the City Council to select a single map that will go to a Council vote at the final public hearing in March 2022. Public input + City Council input will be considered.

A recommended plan or plans would need to be posted at least 7 days prior to the meeting under the provisions of CVRA Safe Harbor. The full agenda and associated staff report will be available on Thursday, February 24, 2022 here: https://bit.ly/CityCarpAgendas.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact Brian Barrett, Acting City Clerk at brianb@ci.carpinteria.ca.us or (805) 755-4446. Notification of two business days prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Stay informed! Follow City of Carpinteria on social media and sign up for our e-newsletter at Carpinteriaca.gov

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
February 28, 2022

ITEM FOR COUNCIL CONSIDERATION

Bob Hansen Creeks Preservation Program Annual Report

STAFF RECOMMENDATION

Action Item X ; Non-Action Item ___

Receive a presentation on City efforts to protect and restore City creek resources as part of the Bob Hansen Creeks Preservation Program.

Sample Motion: I move to receive and file the annual Bob Hansen Creeks Preservation Program Report.

BACKGROUND

City staff annually carries out work and participates in activities to protect and restore Carpinteria's creeks consistent with City policies and regulations. Some of these activities have become routine and are undertaken on an annual or ongoing basis, while others are project-specific efforts, or special projects that the City lends its support to as part of various multi-jurisdictional efforts.

Each year, as part of the City's ongoing implementation of the Bob Hansen Creeks Preservation Program, City staff provides an update to the City Council and community on current efforts underway related to the preservation and restoration of the City's four creeks: Carpinteria Creek, Franklin Creek, Lagunitas Creek and Santa Monica Creek.

DISCUSSION

Below is a brief summary of projects and activities completed since the last report on the Bob Hansen Creeks Preservation Program (presented to the City Council in February of 2021), as well as a description of projects/events that are expected to be undertaken in support of protecting Carpinteria creeks within the current year (2022 calendar year).

Development Review and Resource Protection

Community Development Department staff continue to review development proposals for projects adjacent to City creeks and ensure that projects presently under construction avoid impacts to adjacent creeks resources through proper mitigation measures. Staff also continue to undertake routine efforts to reduce unpermitted activities within City creeks in an effort to better protect sensitive creek resources. Since the 2020 update, City staff has worked on the following creeks-related development projects and resource protection efforts:

- Carpinteria Avenue Bridge Replacement: The project design team continues to finalize construction plans for the replacement of the existing Carpinteria Avenue Bridge with a new three-span bridge that will meet current safety and design requirements, including improving the hydraulic capacity of the bridge to accommodate 100-year storm flows. The new bridge would also further reduce obstructions to steelhead migration by removing the existing row of piers from the creek's low flow channel. Utility relocation coordination with affected public utilities in the project area remains underway. Some limited tree removals ahead of anticipated overhead utility relocation may take place in Fall 2022. The project is fully permitted and, at this time the City is expecting to put the construction contract out to bid in Fall 2022 in anticipation of a Spring 2023 start date for construction activities.

- Linden-Casitas Interchanges and Via Real Extension: The Conditional Use Permit and Coastal Development Permit application for the project was approved by the City Council in November, 2015, and construction commenced shortly thereafter in 2016. All major construction activities associated with the project were completed in Fall 2020. Limited creek restoration work was undertaken in 2019 ahead of the 2019/2020 winter storm season in an effort to help stabilize creek banks. Additional creek bed and bank restoration plantings were installed over Summer/Fall 2020; restoration and planting of upland areas adjacent to Carpinteria Creek were completed in winter/spring 2021. City staff, including members of Community Development, Public Works and the City biologist, have walked the site on numerous occasions with Caltrans staff to monitor ongoing progress and will continue to do so until all restoration and landscape work is satisfactorily completed, and all required monitoring periods (typically five years) have been met.

- U.S. Highway 101 HOV Widening Project & Santa Claus Land Multi-Use Path: In April 2019, the Planning Commission approved a Conditional Use Permit and Coastal Development Permit for the portion of the project located within the City of Carpinteria. Work on the U.S. Highway 101 HOV Widening Project commenced in spring of 2020, with work starting in Carpinteria and moving west towards Santa Barbara. As part of the widening project, the existing freeway

bridges over Franklin and Santa Monica Creeks are being replaced to accommodate the additional travel lane in each direction and improve storm flows. More recently, in December 2021, Caltrans received approval from the Planning Commission for the construction of the Santa Claus Lane Multi-Use Path, which will be constructed as part of the highway widening project adjacent to the Carpinteria Salt Marsh this year. Work occurring in or near City creeks, the Carpinteria Salt Marsh and related storm drainage facilities is subject to mitigation measures to address water quality, sensitive species avoidance, habitat restoration requirements, and a requirement for an onsite environmental monitor during construction.

- Motel 6 Lighting and Landscaping Improvements: As part of a zoning compliance effort, City staff is continuing to work with the operators of the Motel 6 located at 5550 Carpinteria Avenue, adjacent to Carpinteria Creek, to address incremental removal of trees from the site and installation of non-compliant site lighting. Specifically, staff is working with the motel operators to replace non-compliant lighting with night sky-friendly lighting that will not spillover into the adjacent creek habitat. Staff is also reviewing a proposed updated landscaping plan for the property to ensure that all selected species are appropriate to the property's creek-side setting. The project was reviewed by the Architectural Review Board in May 2020 and continued to a future hearing date with direction to make further changes to the retrofit lighting plan and landscape plan, to in part, better address lighting spillover concerns into adjoining areas, including Carpinteria Creek. Motel 6 has recently brought new consultants on board who have been working with staff to prepare a revised landscape and lighting plan in response to ARB comments. Staff anticipates the revised project will be considered by the ARB in early 2022.

- Carpinteria Sanitary District Creek Embankment Repairs: During the January 2018 debris flow event, the armored embankment of Carpinteria Creek protecting the District's wastewater treatment facility was damaged. The District received an Emergency Permit from the California Coastal Commission in Fall 2018 to undertake interim emergency repairs to stabilize the embankment and prevent further damage in the event of subsequent debris flow events. In Spring 2019, the District applied for a Coastal Development Permit from the California Coastal Commission to undertake permanent repairs to the embankment. City staff reviewed the proposed plans in consultation with District staff and Coastal Commission staff, and provided input on suggested project revisions and mitigation measures necessary to address compliance with the City's Creeks Preservation Program policies. The project was formally approved by the Coastal Commission at their January 2021 hearing. It is anticipated that repair work will commence in 2022, once all project conditions have been fulfilled, including offsite mitigation targeted to occur in Carpinteria Creek Park.

- Mannion Property Acquisition: Ongoing interdepartmental coordination continues in the preparation and pursuit of grant applications to, among other things, acquire flood prone properties adjacent to Carpinteria Creek, to reduce future risk of flood impacts to private improvements and enhance protection for, and public access to, the Carpinteria Creek corridor. The City is the recipient of a hazard mitigation grant administered by CalOES that is to be used toward the purchase of the Mannion property, located along the west bank of Carpinteria Creek, just downstream of Carpinteria Avenue. Negotiations over the final terms of the sale remain ongoing between the City and the seller.

- Via Real Stormwater Project: Phase 1 of the Via Real Stormwater Project, which includes 100% design, plans, and specifications, was completed and submitted to the California Office of Emergency Management (CalOES) on February 16, 2022. The project includes construction of a detention basin, a new storm drain along Poplar Street and Via Real, as well as a series of infiltration swales designed to slow flows and improve water quality.

  Connections to the Caltrans drainage channel that runs along southbound U.S. Highway 101 will be upgraded for more capacity, reducing flooding along Via Real and the adjacent properties and improving water quality. The City was awarded funding for the first phase (design) of the project under the Federal Emergency Management Agency ("FEMA") Hazard Mitigation Grant Program, administered by CalOES for Phase 1 (design) and Phase 2 (construction). The City was also awarded an Urban Flood Protection (UFP) Grant, administered by the California Natural Resource Agency, which will serve as match funding for Phase 2. Phase 2 will begin once FEMA approves the Phase 1 submittal.

- Santa Barbra Flood Control Maintenance Activities: City staff continues to work closely with other agencies including Santa Barbara County Flood Control District to review and permit routine creek maintenance projects in City watersheds. County Flood Control District staff annually survey City creeks and flood control facilities to identify necessary maintenance needs to ensure adequate storm flow capacities through all waterways. In 2021, Flood Control staff completed only minor removal of encroaching vegetation from within the Carpinteria Creek channel. No other conditions requiring more significant maintenance work were identified in City creeks during the 2021 calendar year.

  City staff has also been coordinating with Flood Control staff concerning the Flood Control District's Updated Carpinteria Salt Marsh Enhancement Plan, which addresses the ongoing periodic dredging of accumulated sediments from the lower Franklin Creek channel and the main channel through the Salt Marsh in order to restore and maintain adequate hydraulic capacity for future storm events. The sediments are a desirable source of natural materials that are generally suitable for beach nourishment. However, City staff has been advocating for alternative sediment removal strategies that avoid the routing of

truck trips through City streets and across the City beach in order to dispose of the collected sediments on the City beach. In any case, truck trips routes through the City and other predictable development issues must be the subject of a development permit application for such routine/recurring work in order to adequately address impacts such as street damage, nuisance noise and dust. The City has communicated this to the County Flood Control District.

- Creek Surveys: The City's Biological Consultant, Vince Semonsen, and City Planning and Public Works staff completed approximately 8 walks of parts of the City's creeks to look for sources of illicit discharges, unpermitted development and other threats to the well-being of the creeks as well as to monitor the progress of various development and restoration sites and gauge overall creek health. The City Biologist's annual report for 2021, which includes monitoring of current and ongoing projects for the calendar year, has been recently completed and will be posted to the City website soon.

- Stormwater and Illicit Discharges: The City also continues to address impacts to City creeks as a result of urban runoff and stormwater events as required by the State Water Quality Control Board Phase II Small Municipality Separate Storm Sewer System Permit (Order No. 2013-0001 DWQ) (Phase II Permit). The Public Works Department continues to implement the Regional Water Quality Control Board's ("RWQCB") Post-Construction Runoff Controls for Central Coast municipalities through the Stormwater Technical Guidance for Low Impact Development for new, qualifying construction projects.

  The City submitted its eighth annual report for compliance with the Phase II Permit in October 2021. The Phase II Permit regulates and addresses all aspects of stormwater runoff including source reduction, illicit discharge elimination, water quality and education/outreach. A new draft of the Phase II Permit is expected to be released in late 2022. This permit update has experienced several delays due to staffing changes. Through the City's membership with the California Stormwater Quality Association, staff has submitted proposed program changes to the State Water Board on draft language prior to public release.

  The City continues to work on the Illicit Discharge Detection and Elimination Program, tracking and abating unpermitted discharges into the City's storm drains and/or creeks. As part of this program, the City's storm drain system map has been updated to include field verification of drainage inlet and outfall locations and an assessment of the condition of drain inlets and outlets. This work is assisting the Public Works Department in prioritizing maintenance needs of the entire system, as well as help tracking illegal discharges. In 2021, staff followed up on reported discharges and issued two citations, both of which included an order to abate.

- Encampments: Public Works, Parks and Recreation Department, Code Compliance and Sheriff's staff continue cooperation/coordination in abating litter and hazardous waste associated with encampments of people experiencing homelessness within the City, including in, or adjacent to, City creeks. These encampments pose a threat to creek resources due to habitat damage/vegetation removal, trash accumulation and human waste.

  Presumably due to COVID-19, neither Public Works nor Code Compliance staff had any records for abatement of homeless encampments in or near City creeks for the 2021 calendar year. Nevertheless, Carpinteria Creek, particularly around the Carpinteria Avenue Bridge, is expected to continue to be an ongoing site for illicit encampments. Recognizing the ongoing challenges with encampments in this area, the areas along the Carpinteria Creek bike path have been signed and posted as an environmentally sensitive habitat area subject to restricted entry. Likewise, the project design team for the Carpinteria Avenue Bridge replacement has incorporated design solutions into the bridge plans that would aid in discouraging encampments around, or under, the new bridge. In addition to these cleanups, City staff and Law Enforcement have been offering resources for people in the encampments to clean up after themselves. This includes providing trash bags and gloves during contact at encampments that are not located in waterways.

Public Education and Outreach

Pursuant to the provisions of the City's Creeks Preservation Program and State Water Board Phase II Permit requirements, City staff conduct a number of public education and outreach efforts related to City creeks and natural areas, trash pick-ups, water quality, stormwater and urban runoff. Ongoing education and outreach efforts included:

- Annual Creeks Mailer: The City annually sends a letter to property owners and occupants adjacent to City creeks notifying them of the creek's special status and additional restrictions that apply to development and maintenance activities near creeks in the City. In total, approximately 415 notices are annually sent out to property owners and residents adjacent to the City's creeks.

- Public Education: The City has been involved in various outreach/educational efforts, including helping to host/organize cleanups of the right-of-way, creeks, beaches, and local parks, as well as replacing invasive species with natives along creek corridors. Additionally, the City coordinates with other local agencies to host evening community presentations about our local creeks in coordination with Creek Week, leading Carpinteria Salt Marsh tours, and once again sponsoring and participating in the Santa Barbara County Creek Week events and Coastal Cleanup Day. This Bob Hansen Creeks Report is also a part of these Public Education efforts. Although many of these activities were not able to be held in person again in 2021, cleanups did occur with groups limited to

members of the same household. Additionally, two planting events with a Carpinteria Boy Scout troop volunteered in a beautification project along Santa Monica Creek while following social distancing protocol.

- Integrated Pest Management: The City's Integrated Pest Management ("IPM") committee continues to meet as needed and work on pest and weed control issues on City-owned properties.

- Volunteer Events: Most volunteer events were suspended again in 2021 due to Covid-19 precautions. City staff hopes to restart creeks-related volunteer events once social distancing protocols allow for such events.

  For the 2021 Santa Barbara County Creek Week, the City-affiliated events included promoting neighborhood cleanups for the month of September, along with Coastal Cleanup Day. Virtual presentations and tours were available to the public, as well as several activities families could do at home together on their own time including self-guided tours, free film screenings, and "virtual lab" projects for kids to learn about water pollution.

Carpinteria Creek Restoration Work

As noted in past year's Annual Reports, all of the major manmade fish passage obstructions have been removed from the Carpinteria Creek Watershed since approximately 2016. Impacts from the 2017 Thomas Fire and 2018 debris flow have likely slowed natural recolonization of the Carpinteria Creek watershed by native Southern Steelhead. Members of the Carpinteria Creek Watershed Coalition continue to pursue grants and other funding sources to pursue some of the remaining fire/debris flow recovery projects identified in the post-fire watershed assessment and restoration plan completed in 2019.

Occasional opportunities to enhance and restore small stretches of creek habitat with the City also come up as part of public and private development projects occurring in or adjacent to City creeks. For example, the Carpinteria Avenue Bridge Replacement Project and Caltrans' Linden and Casitas Pass Interchanges Project include required creek corridor habitat restoration and enhancement elements that will improve the natural habitat values of these portions of the creek. Likewise, the Carpinteria Sanitary District's recently approved creek embankment repair project includes a condition requiring the District to identify and implement approximately 9,000 square feet of off-site riparian habitat restoration, preferably in the Carpinteria Creek watershed within City limits. Sanitary District staff and City staff have identified a qualifying off-site mitigation site within the City's Carpinteria Creek Park for the required habitat restoration work. The City will continue to pursue additional small-scale restoration opportunities as they present themselves.

Upcoming Projects and Endeavors

In the coming year, City staff anticipates continuing work on a variety of creeks-related projects including:

- Ongoing monitoring of the habitat restoration and landscaping components of the Highway 101 Linden-Casitas Interchanges and Via Real Extension project;
- Continuing work on the U.S. Highway 101 HOV Lanes project, including replacement of the freeway overcrossings at Santa Monica and Franklin Creeks, and construction of the Santa Claus Lane Multi-Use Path project;
- Continuing work on some of the above-described development projects including but not limited to the Carpinteria Avenue Bridge Replacement Project, the Motel 6 Lighting and Landscaping Project, and the Carpinteria Sanitary District Creek Embankment Repair project;
- Phase 2 (construction) the Via Real Stormwater Project.
- Ongoing implementation of the RWQCB's post-construction stormwater requirements for development projects;
- Undertaking small-scale stormwater improvements as part of larger Development Projects (such as stormwater/drainage improvements for private development);
- Pursuing grants for stormwater projects and creekside property acquisitions; and
- Continued participation in regional groups to improve water quality, such as the Integrated Regional Water Management group and Santa Barbara County Association of Municipally Separate Storm Sewer System Managers;

Additionally, the City will continue to lend its support to projects restoring Carpinteria Creek and to raise awareness throughout the Carpinteria Valley of the community's unique creek resources.

The City intends to continue to work towards protecting and preserving creek resources within the City and working collaboratively with other organizations and agencies in the Carpinteria Valley to implement a watershed-based approach to creek protection and restoration.

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Signature

Staff contact: Erin Maker, Environmental Program Manager
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Signature

Reviewed by: Dave Durflinger, City Manager

Signature

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
February 28, 2022

ITEM FOR COUNCIL CONSIDERATION

Annual Comprehensive Financial Report (ACFR) for the Fiscal Year Ended June 30, 2021.

STAFF RECOMMENDATION

Receive and file the ACFR for the fiscal year ended June 30, 2021.

Sample Motion: I move to receive and file the ACFR and various reports.

BACKGROUND

The purpose of the annual financial audit is to determine if the City's financial reporting has been presented fairly and whether the City has complied with applicable laws and regulations. The audit is a check that aims to inform decision-makers and the public that City financial statements can be relied upon as well as a tool to inform management and the Council where deficiencies in internal controls exist.

The City was awarded the Government Finance Officers Association's (GFOA) Certificate of Achievement for Excellence in Financial Reporting for its ACFR for the 2019/20 fiscal year. This was the 23rd consecutive year that the City's ACFR has been awarded this Certificate. We believe that the 2020/21 ACFR continues to meet the Certificate of Achievement Program's requirements and it has been submitted to the GFOA to determine its eligibility for recognition.

The various reports included in this staff report are listed below:

1. Annual Comprehensive Finance Report

2. Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards

3. Independent Accountants' Report on Agreed-Upon Procedures Applied to Appropriation Limit Worksheets

4. Letter to Those Charged with Governance

The ACFR has been distributed to Councilmembers under separate cover. It can also be viewed on the web via the following link:

https://carpinteria.ca.us/city-hall/administrative-services-finance/

DISCUSSION

The auditors have issued an unmodified ("clean") opinion of the financial statements in the Annual Comprehensive Financial Report (ACFR), meaning that, in their opinion, the statements present fairly, in all material respects, the financial position of the City in conformity with generally accepted accounting principles.

POLICY CONSISTENCY

Resolution No. 5786 adopted April 9, 2018 established a General Fund Reserve Policy. The following table shows the 2021 General Fund balance components allocated among various reserves and a comparison to prior year levels.

Fund Balances	FY 2021	FY 2020	Variance
Nonspendable	$ 350	$ -	$ 350
Assigned	10,164	-	10,164
Pension Stabilization	1,438,613	1,113,400	325,213
Improvements and services	3,645,131	3,055,010	590,121
Major Asset Replacement and Repair Reserve	511,574	540,475	(28,901)
Financial and Economic Uncertainty Reserve	4,052,258	4,344,928	(292,670)
General Reserve - Special Projects	1,193,641	1,189,205	4,436
Total Nonspendable/Assigned/Restricted/Committed	10,851,731	10,243,018	608,713
Unassigned Fund Balance (AFB)	1,423,234	544,306	878,928
Total Fund Balance	$ 12,274,965	$ 10,787,324	$ 1,487,641

The Non-spendable Reserve amount represents expenses prepaid at year end that are not available for appropriation in the following year.

The Assigned balance are for encumbrances, which are outstanding commitments on purchase orders.

The Pension Stabilization are the contributions that have been made to date to help mitigate the increases from CalPERS. The improvements and services are the Measure X funds that are restricted for special projects and not for the City's on-going operations.

The Major Asset Replacement and Repair Reserve, $511thousand is not at the budgeted and policy level of $1.0 million. These funds have been appropriated for vehicle

replacements. The Financial and Economic Uncertainty Reserve, $4.1 million is at the budgeted and policy level of 40% of General Fund expenditures. There is a decrease of $293 thousand in this category due to decrease in budgeted expenditures in FY 2020/21. The General Reserve, $1.2 million is also at the budget and policy level of $1.0 million plus interest earnings.

FINANCIAL AND RISK MANAGEMENT CONSIDERATIONS

The table below illustrates original and final budgets versus actuals for Fiscal Year 2020/21. The final budget projected General Fund (includes reserves and Measure X) Net Income/(Loss) (excess of revenues over expenses and net transfers) to be positive balance of $835 thousand versus the actual positive balance of $1.5 million (includes prior period adjustment) that resulted in a variance of $653 thousand. Please see the ACFR, Budget and Actual Schedule, Page 62 for additional detail.

	Budget Amounts			
	Original	Final	Actual	Variance
Revenues	$11,908,850	$14,140,350	$13,711,990	$ (428,360)
Expenditures	(10,592,550)	(10,818,945)	(10,333,320)	485,625
Net Transfers	(2,068,550)	(2,486,500)	(2,148,297)	338,203
Changes in fund balances	(752,250)	834,905	1,230,373	395,468
Prior period adjustment	-	-	257,268	257,268
Fund Balance - Beginning of year	10,787,324	10,787,324	10,787,324	-
Fund Balance - End of year	$10,035,074	$11,622,229	$12,274,965	$ 652,736

Overall, the General Fund revenue final budget versus the actual was $653 thousand, a variance favorable to budget. This increase was due to several major categories such as $394 thousand in Sales Taxes, $309 thousand in Transient Occupancy Taxes and $47 thousand in Property Taxes. These increases were offset by decreases such as $1.2 million in Intergovernmental (contributions from outside sources) and $23 thousand in Interest.

General Fund expenses final budget versus the actual were $486 thousand, a variance favorable to budget. These decreases include various departments such as General Government $267 thousand, Public Safety $193 thousand, and Public Works $19 thousand and offset by Parks & Recreation $9 thousand.

The prior period adjustment in the financial statements to adjust the beginning balance of the pension stabilization account to its actual balance in the amount of $257 thousand as of July 1, 2020. Please see Note 5, Prior Period Adjustment, Page 59 for additional details.

The table below summarizes the budgeted and actual ending fund balances for each of the City's funds.

	FUND	Budget Fund Balances	Audited Fund Balances	Variance
101	General Fund	$ 1,767,681	$ 1,423,234	$ (344,447)
101	General Reserve - Economic Uncertainties	4,052,258	4,052,258	-
101	General Fund (Nonspendable/Restricted)	1,048,400	1,449,127	400,727
102	General Reserve - Special Projects	1,204,205	1,193,641	(10,564)
103	Capital Asset Replacement GF	525,975	511,574	(14,401)
104	Measure X Fund	3,023,710	3,645,131	621,421
201	Traffic Safety Fund	1,791	1,825	34
203	Road Maintenance Rehab Fund	159,095	160,695	1,600
204	Park Maintenance Fund	-	(53,241)	(53,241)
205	Gas Tax Fund	163,616	167,690	4,074
206	Local Transportation Fund	56,153	63,109	6,956
207	Tidelands Trust Fund	185,161	193,284	8,123
208	Street Lighting Fund	332,370	334,264	1,894
209	R-O-W Assessment District Fund	-	(12,572)	(12,572)
210	PBIA Fund	26,070	26,962	892
211	AB 939 Fund	330,151	330,631	480
212	Measure D Fund	-	-	-
213	Recreation Services Fund	-	25,219	25,219
214	Housing Fund	508,420	677,266	168,846
215	Measure A Fund	1,197,848	1,761,434	563,586
216	Revolving Fund	-	-	-
217	Peg Fees Fund	102,958	141,211	38,253
301	Capital Improvement Projects Fund	2,251,313	2,322,008	70,695
	Total All Funds	**$ 16,937,175**	**$ 18,414,750**	**$ 1,477,575**

Overall, all City Funds had an ending fund balance of $18,414,750, an increase over budget of $1,477,575. Each of the City's 19 funds (funds 101,102, 103 and 104 are considered General Fund), except for Park Maintenance Fund 204 and R-O-W Assessment District Fund 209, had a zero or positive fund balance.

PRINCIPAL PARTIES EXPECTED AT MEETING

Unknown

ATTACHMENTS

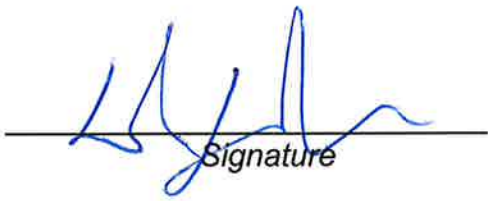
A. Annual Comprehensive Financial Report
B. Auditor's report on internal controls
C. Auditor's report on appropriations limit calculations
D. Auditor's required Letter to Those Charged with Governance

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Signature

Reviewed by: Dave Durflinger, City Manager
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Signature

ATTACHMENT A

Annual Comprehensive Financial Report – (distributed under separate cover)

ATTACHMENT B

Auditor's report on internal controls

Moss, Levy & Hartzheim LLP

Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Honorable Mayor and City Council
City of Carpinteria
Carpinteria, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the basic financial statements of the City of Carpinteria (the City), as of and for the fiscal year ended June 30, 2021, and the related notes to the financial statements, and have issued our report thereon dated February 16, 2022.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

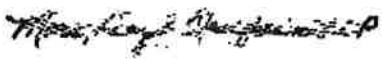
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Santa Maria, California
February 16, 2022

2400 Professional Parkway, Suite 205 Santa Maria, CA 93455 Tel 805.925.2579 Fax 805.925.2147 mlhcpas.com
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ATTACHMENT C

Auditor's report on appropriations limit calculations

Moss, Levy & Hartzheim LLP

Certified Public Accountants

Independent Accountant's Report on Agreed-Upon Procedures Applied to Appropriations Limit Worksheets

The City Council of the
City of Carpinteria

We have performed the procedures enumerated below, which were agreed to by City of Carpinteria and the League of California Cities (as presented in the League publication entitled *Article XIIIB Appropriations Limitation Uniform Guidelines*), solely to assist you in meeting the requirements of Section 1.5 of Article XIIIB of the California Constitution for the fiscal year ended June 30, 2022. City of Carpinteria' management is responsible for the Appropriations Limit Exhibit A. This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representation regarding the sufficiency of the procedures described below, either for the purpose for which this report has been requested or for any other purpose.

The procedures performed and our findings were as follows:

1. We obtained the completed worksheets (or other alternative computations) and compared the limit and annual adjustment factors included in those worksheets to the limit and annual adjustment factors that were adopted by resolution of the City Council. We also compared the population and inflation options included in the aforementioned worksheets to those that were selected by a recorded vote of the City Council.

   Finding: No exceptions were noted as a result of these procedures.

2. For the accompanying Appropriations Limit Exhibit A, we multiplied line 1, last fiscal year's limit, by line 4, total adjustments, and compared the resulting amount to line 5, this fiscal year's limit.

   Finding: No exceptions were noted as a result of these procedures.

3. We compared the current fiscal year information presented in the accompanying Exhibit A to the other worksheets described in No. 1 above.

   Finding: No exceptions were noted as a result of these procedures.

4. We compared the prior fiscal year appropriations limit presented in the accompanying Exhibit A to the prior fiscal year appropriations limit adopted by the City Council during the prior fiscal year.

   Finding: No exceptions were noted as a result of these procedures.

We were not engaged to and did not conduct an audit, the objective of which would be the expression of an opinion on the accompanying Appropriations Limit Exhibit A. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you. No procedures have been performed with respect to the determination of the appropriation limit for the base fiscal year, as defined by Article XIII-B of the California Constitution.

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This report is intended solely for the information and use of the City Council and management of the City of Carpinteria and is not intended to be and should not be used by anyone other than these specified parties.

Moss, Levy & Hartzheim LLP

February 16, 2022
Santa Maria, California

ATTACHMENT D

Auditor's required Letter to Those Charged with Governance

Moss, Levy & Hartzheim LLP

Certified Public Accountants

February 16, 2022

To the City Council of the
City of Carpinteria

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the City of Carpinteria as of and for the fiscal year ended June 30, 2021. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards* as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated April 19, 2021. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City of Carpinteria are described in Note 1 to the financial statements. We noted no transactions entered into by the governmental unit during the fiscal year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the City's financial statements were:

Management's estimate of the useful lives of capital assets is based on experience with other capital assets and on their standard table of useful lives. We evaluated the key factors and assumptions used to develop the useful lives of capital assets in determining that it is reasonable in relation to the financial statements taken as a whole.

Management's estimate of the allowance for bad debt is based on their past experience with the collectability of the billings to their customers. We evaluated the key factors and assumptions used to develop the allowance for bad debt in determining that it is reasonable in relation to the financial statements taken as a whole.

Management's estimate of the net pension liability and deferred inflows and outflows related to pension are based on the CalPERS actuary's expertise and experience. We evaluated the key factors and assumptions used to develop the net pension liability and deferred inflows and outflows related to pension in determining that it is reasonable in relation to the financial statements taken as a whole.

Management's estimate of the other postemployment benefits (OPEB) liability and deferred inflows and outflows is based on the actuary's expertise and experience. We evaluated the key factors and assumptions used to develop the OPEB liability and deferred inflows and outflows in determining that it is reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated February 16, 2022.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the governmental unit's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

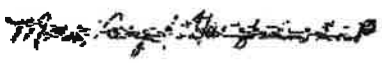
We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the governmental unit's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

With respect to the supplementary information accompanying the financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

This information is intended solely for the use of the City Council and management of the City of Carpinteria and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,



Santa Maria, California

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
February 28, 2022

ITEM FOR COUNCIL CONSIDERATION

Resolution No. 6100, approving and adopting the Memorandum of Understanding for Fiscal Year 2021-2022 between the City of Carpinteria and Service Employees International Union (SEIU) Local 620, representing employees in the General Service, Public Works and Parks, Recreation and Public Facilities bargaining units.

STAFF RECOMMENDATION

Action Item _X__ ; Non-Action Item ___

Approve Resolution No. 6100, adopting the Memorandum of Understanding for Fiscal Years 2021-2022 between the City of Carpinteria and the Service Employees International (SEIU) Local 620, representing employees in the General Service, Public Works, and Parks, Recreation and Public Facilities bargaining units and authorize the City Manager to implement the changes, effective July 1, 2021.

Sample Motion: I move to adopt Resolution No. 6100, as read by title only, approving the Memorandum of Understanding for Fiscal Year 2021-2022 between the City of Carpinteria and the Service Employees International (SEIU) Local 620.

BACKGROUND

Service Employees International Union (SEIU) Local 620 is the recognized representative for the General Service and Public Works bargaining units, consisting of two General Service employees, four Public Works employees, and two Parks, Recreation and Public Facilities employees. During recent completed labor negotiations, the group was represented by two employees/members and the SEIU representative, Laura Robinson. The City was represented by Laura Hernandez, Human Resources and Risk Manager and Laura Drottz Kalty, the City's Labor attorney with Liebert Cassidy Whitmore law firm. Staff representatives conferred with City Council during the negotiation period changes concerning wages and terms and conditions of employment for the term July 1, 2021 through June 30, 2022.

Through the process of negotiation and pursuant to good faith bargaining within the meaning of the Meyers-Milias Brown Act, representatives of the City of Carpinteria and SEIU have met and conferred in a cooperative spirit and have agreed to certain changes concerning wages and terms and conditions of employment for the term July 1, 2021 through June 30, 2022.

DISCUSSION

Along with the revision to the term of employment, the Memorandum of Understanding (MOU) reflects the agreement reached between the City and SEIU. The changes to the Memorandum of Understanding are as follows:

- **Section A – General Provisions. Article 4. Term.**
  A. The term of this Memorandum of Understanding shall be for the period effective from 12:01 AM July 1, 2021, unless otherwise specifically provided, to and including 12:00 PM midnight June 30, 2022, provided, however, that this understanding shall continue without change until modified or amended following appropriate meet and confer between the City and Affected Employees.

- **Section A – General Provisions. Article 4. Term.**
  D. As to the current Agreement, the parties previously agreed that the City would complete a Classification Study and Total Compensation Survey ("Survey"), which is still pending completion. No more than 30 calendar days after completion of the Survey, the parties agree to commence negotiations for a successor MOU. The City agrees to provide a copy of the Survey to the Union upon completion.

- **Section B – Wages, Insurance and Other Benefits. Article 23. Base Wage Adjustment.**
  F. Effective July 1, 2021, employees shall receive a 3% base wage adjustment (see Appendix D).

  G. Effective following the approval and adoption of this Agreement, employees will receive a one-time non-pensionable $1,500 payment. The City plans to provide similar terms to miscellaneous unrepresented and management employees – 3% base wage adjustment and $1,500 one-time, non-pensionable payment – and to maintain existing compensation and benefits. If the City moves forward with any Resolution to increase miscellaneous unrepresented or management employee compensation or benefits beyond these terms during the period of this MOU, July 1, 2021 through June 30, 2022, the City agrees to a reopener to meet and confer with SEIU as a to a financially comparable benefit.

- **Section B – Wages, Insurance and Other Benefits. Article 37. Flexible Benefit Program (Wellness) Allowance.**

  A. In addition to the Health Insurance Program, active regular employees with three or more months of active service with the City shall be credited with a Flexible Benefit Program Allowance in the amount of $1,162 for each calendar year. The City will increase the $1,162 allowance by 2% annually beginning January 1, 2018 during the term of this Agreement. Effective January 1, 2022, the allowance is $1,284 (rounded up from $1,283.16).

- **Appendix G – Substance Abuse Policy – Section D, Circumstance Under Which Drug and Alcohol Testing Wil be Imposed on Covered Employees**

  2 Reasonable Suspicion Testing

  The City may require a blood test, urinalysis, or other drug and/or alcohol screening of those employees who are reasonably suspected of using or being under the influence of a drug or alcohol at work, under the following circumstances.

  a. "Reasonable suspicion" to test exists if, based on objective factors, a reasonable person would believe that the employee is under the influence of drugs or alcohol at work. Examples of objective factors, include, but are not limited to a combination of: unusual behavior, slurred or altered speech, body odor, red or watery eyes, unkempt appearance, unsteady gait, lack of coordination, sleeping on the job, a pattern of abnormal or erratic behavior, a verbal or physical altercation, puncture marks or sores on skin, runny nose, dry mouth, dilated or constricted pupils, agitation, hostility, confused or incoherent behavior, paranoia, euphoria, disorientation, inappropriate wearing of sunglasses, tremors, or other evidence of recent drug or alcohol use. If the City suspects drugs or alcohol may have played a role in an accident involving City property or equipment that will also constitute reasonable suspicion.

  b. Document and Analysis: In order to receive authority to test, the supervisor must record the factors that support reasonable suspicion in writing and analyze the matter with Human Resources or the City Manager, and if they are unavailable, the Department Head. Any reasonable suspicion testing must be pre-approved by Human Resources or the City Manager, and if they are unavailable, the Department Head.

  c. Testing Protocol: If the documentation and analysis show that there is a reasonable suspicion of drug or alcohol abuse at work, and Human Resources or the City Manager, and if they are unavailable, the

Department Head, has approved, the employee will be relieved from duty, transported to the testing facility and to their home after the test. The employee will be placed on sick or other paid leave until the test results are received.

d. Interview of Employee: An employee shall not be asked any questions without first being offered the right to have a representative present.

3 Post-Accident Testing

Post-accident drug and alcohol testing will be conducted on employees following an accident where reasonable suspicion indicators also exist to support the testing.

- **Appendix G – Substance Abuse Policy – Section F, Managers' and Supervisors' Responsibilities**

  3. When an employee is involved in an accident or there is reasonable suspicion, managers and supervisor shall prevent the employee from engaging in further work, remove the employee from the workplace, and then take the employee for a drug and/or alcohol test within the timelines outlined in Section D.2 above.

- **Appendix G – Substance Abuse Policy – Section H, Consequences of Failing/Refusing an Alcohol and/or Drug Test**

  Failing a pre-employment drug test will be grounds for rejection from employment.

  Upon failing a reasonable suspicion and/or post-accident alcohol and/or drug test the employee:

- Removed wording associated with due to COVID-19 pandemic such as the two-week (80 hour) furlough and stand-by pay during the furlough. Also, removed the additional carry over of twenty hours of PTO which were only for the FY20-21. Finally, the last items that was removed was employees waiving their right to cash out their leave back for FY20-21.

- Cleanup and update changes to unit classifications and compensation to the Memorandum of Understanding. (See attached Exhibit items).

- All other provisions of the Memorandum of Understanding will remain unchanged and in effect with the exception of any provisions or changes in the law (e.g. Supplemental Paid Sick Leave) due to COVID-19 pandemic.

POLICY CONSISTENCY

The proposed Memorandum of Understanding (MOU) is consistent with the City's interest in offering competitive compensation as part of the Staff Recruitment, Retention and Development Program, as well as its strategic initiative for controlling health insurance and retirement cost

FINANCIAL CONSIDERATIONS

The benefits and base wage salary increase has been budged for the current FY21-22.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

Legal counsel, Laura Drottz Kalty with Liebert Cassidy and Whitmore Law, has represented the City during labor negotiations and assisted in the update of the Memorandum of Understanding. Adoption of Resolution No. 6100 will approve the Memorandum of Understanding effective July 1, 2021. The term of the Memorandum of Understanding is for a one-year period effective July 1, 2021 through June 30, 2022 and will continue without change until modified or amended following appropriate meet and confer between the City and the affected employees.

OPTIONS

1) Adopt and approve the attached Memorandum of Understanding effective July 1, 2021 through June 30, 2022 (staff recommendation).

2) Direct staff to modify the Memorandum of Understanding effective July 1, 2021, in which case the matter may need to be continued to a future Council meeting.

3) The City Council could choose not to approve the Memorandum of Understanding and direct staff as appropriate.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

ATTACHMENTS

A. Resolution No. 6100 with attached Memorandum of Understanding for Fiscal Year 2021-2022.

B. Classification and Compensation tables for Service Employees International (SEIU) Local 620 for Fiscal Year 2021-2022.

Staff contact: Laura Hernandez, Human Resources and Risk Manager
(805) 755-4404, LauraH@ci.carpinteria.ca.us

Signature

Reviewed by: Licette Maldonado, Administrative Services Director
(805) 755-4448, LicetteM@ci.carpinteria.ca.us

Signature

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

Signature

ATTACHMENT A

RESOLUTION No. 6100

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA APPROVING AND ADOPTING THE MEMORANDUM OF UNDERSTANDING FOR FISCAL YEAR 2021-2022 BETWEEN THE CITY OF CARPINTERIA AND SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 620 REPRESENTING EMPLOYEES IN THE GENERAL SERVICE, PUBLIC WORKS AND PARKS, RECREATION AND PUBLIC FACILITIES BARGAINING UNITS WITH ATTACHED MEMORANDUM OF UNDERSTANDING FOR FISCAL YEAR 2021-2022.

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RESOLUTION NO. 6100

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA APPROVING AND ADOPTING THE MEMORANDUM OF UNDERSTANDING FOR FISCAL YEAR 2021-2022 BETWEEN THE CITY OF CARPINTERIA AND SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 620 REPRESENTING EMPLOYEES IN THE GENERAL SERVICE, PUBLIC WORKS AND PARKS, RECREATION AND PUBLIC FACILITIES BARGAINING UNITS

WHEREAS, pursuant to Government Code Section 3500 et seq., the duly authorized representatives of the City of Carpinteria and the Service Employees International Union (SEIU) Local 620 representing employees in the City's General Service, Public Works, and Parks, Recreation and Public Facilities Bargaining Units have met and conferred in good faith within the meaning of the Meyers-Milias-Brown Act concerning issues of wages and terms and conditions of employment and have agreed to the Memorandum of Understanding as attached hereto and hereby incorporated in its entirety; and

WHEREAS, said Memorandum of Understanding has been recommended to the City Council for approval for a one-year period beginning July 1, 2021 and ending June 30, 2022.

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1. The Memorandum of Understanding between the City of Carpinteria and Service Employees International Union (SEIU) Local 620 representing employees in the General Service, Public Works, and Parks, Recreation and Public Facilities Bargaining Units of said City for a one-year period, attached hereto as Exhibit A dated July 1, 2021, is hereby approved and implementation by the City Manager is authorized, and

RESOLVED FURTHER, that said Memorandum of Understanding shall be effective July 1, 2021, unless otherwise specifically provided in said memorandum and will remain in effect for fiscal year 2021-2022.

PASSED, APPROVED AND ADOPTED on 28th day of February, 2022, 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 resolution was adopted at a regular meeting of the City Council of the City of Carpinteria held on the 28th day of February, 2022.

_____
City Clerk, City of Carpinteria

APPROVED AS TO FORM:

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

Exhibit A

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF CARPINTERIA AND
THE SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 620
REPRESENTING THE CITY OF CARPINTERIA GENERAL SERVICES
BARGAINING UNIT AND PUBLIC WORKS BARGAINING UNIT

This Memorandum of Understanding signed on the date indicated below is entered into as of February 28, 2022, between the City of Carpinteria, hereinafter referred to as the "City" and the Service Employees International Union (SEIU) Local 620 representing the City of Carpinteria General Services Bargaining Unit and the Public Works Bargaining Unit, hereinafter referred to as the "Affected Employees".

Pursuant to Section 3500 *et seq.* of the California Government Code, the duly authorized representatives of the City and the Affected Employees having met and conferred in good faith concerning the issue of wages, hours and terms and conditions of employment as herein set forth, declare their agreement to the provisions of this Memorandum of Understanding, subject to the approval of the Carpinteria City Council.

FOR SEIU LOCAL 620:

2.22.2022
Laura Robinson Date

FOR THE CITY:

Laura Hernandez Digitally signed by Laura Hernandez Date: 2022.02.22 14:10:04 -08'00'
Laura Hernandez Date

Manuel Gonzalez 2/23/22
for Lorena Esparza Date
Employee Representative

2/23/22
Laura Drottz Kalty Date
Liebert Cassidy Whitmore

2/23/22
David Huff Date
Employee Representative

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MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF CARPINTERIA AND
THE SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 620
REPRESENTING THE GENERAL SERVICES BARGAINING UNIT
AND THE PUBLIC WORKS BARGAINING UNIT
FISCAL YEAR 2021-2022

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SECTION A - GENERAL PROVISIONS

1. PURPOSE

It is the purpose of this Memorandum of Understanding to promote and provide for harmonious relations, cooperation, and understanding between management and the employees covered by this Memorandum; to provide an orderly and equitable means of resolving any misunderstanding or differences which may arise under this Memorandum of Understanding; and to set forth the full and entire understanding of the parties reached as a result of good faith meeting and conferring regarding the wages, hours, and other terms and conditions of employment covered by this Memorandum.

2. RECOGNITION

Pursuant to the provisions of the personnel rules of the City and applicable State Law, the Service Employees International Union (SEIU) Local 620 is recognized as the exclusive representative of the City employees in the General Services and Public Works bargaining units. The units shall exclude managers, supervisors, confidential employees, and part-time, temporary, seasonal and contract employees, and shall refer only to regular employees in the unit as listed in Appendix "A".

3. NOTICE

For purposes of giving notice herein, the following shall be a place for notices to be given to the respective parties herein:

FOR THE CITY:

Dave Durflinger, City Manager
Laura Hernandez, Human Resources/Risk Manager
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, California 93013

FOR THE AFFECTED EMPLOYEES:

Laura Robinson
Darryl Scheck
Field Representative
SEIU Local 620
350 So. Hope Avenue # A/103
Santa Barbara, CA 93105

Lorena Esparza
Manuel Gonzalez

City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013

The place for giving written notices herein may be changed by any party as to itself by giving notice of the same provided herein. Any notice shall be deemed given two (2) days after mailing the same in the City of Carpinteria or upon personal delivery of the same.

The place for giving written notices herein may be changed by any party as to itself by giving notice of the same provided herein. Any notice shall be deemed given two (2) days after mailing the same in the City of Carpinteria or upon personal delivery of the same.

4. TERM

A. The term of this Memorandum of Understanding shall be for the period effective from 12:01 AM July 1, 2021, unless otherwise specifically provided, to and including 12:00 PM midnight June 30, 2022, provided, however, that this understanding shall continue without change until modified or amended following appropriate meet and confer between the City and Affected Employees.

B. The parties agree that, for the term of this Memorandum, each party waives the right and each agrees that the other party shall not be obligated to meet and confer with respect to any other subject or matter pertaining to or covered by this agreement, except as to meeting and conferring over the renewal, or continuation of this Memorandum or new issues not previously discussed or as otherwise provided herein. However, this does not preclude informal meeting to clarify issues covered by this Memorandum of Understanding during the term of this Memorandum of Understanding.

C. The parties agree that meeting and conferring over the renewal or continuation of this Memorandum shall be initiated at the request of either party given not more than ninety (90) days, but not less than forty-five (45) days prior to the expiration of this Memorandum. If either party makes such request, meeting and conferring shall commence within a reasonable period after such a request is delivered to the other party.

If such request is not given as provided for herein, this Memorandum will remain in full force and effect from year to year thereafter unless either party provides a written request to meet and confer not more than ninety (90) days, but not less than forty-five (45) days prior to June 30 of each subsequent year.

D. As to the current Agreement, the parties previously agreed that the City would complete a Classification Study and Total Compensation Survey ("Survey"), which is still pending completion. No more than 30 calendar days after completion of the Survey, the parties agree to commence negotiations for a successor MOU. The City agrees to provide a copy of the Survey to the Union upon completion.

5. MAINTENANCE OF BENEFITS

A. The parties agree that all benefits, wages and working conditions as expressly provided by ordinance, resolution, and state law, which are in existence at the commencement of this memorandum, shall not be changed, diminished, lessened or reduced for the duration of this Memorandum except as otherwise provided herein.

B. All employee benefits are pro-rated if employment with the City starts after July 1 or ends before June 30 of any fiscal year.

6. MANAGEMENT RIGHTS

A. The parties agree that the City has an exclusive right to manage and direct the performance of services and the work force performing such services unless the City has specifically delegated, abridged or modified any such rights in this Memorandum.

Such rights shall include but not be limited to the sole right to determine the organizational structure of the City, establish levels and types of services to be provided, determine the methods, means, and number of personnel by which operations are to be conducted, including sole authority to contract or subcontract for municipal services and to exercise complete control and discretion over technology for performing the City's work as outlined in the City's policy on Public Employee Personal Use of Telecommunication Equipment, Electronic Mail, Voice-Mail and other computer systems. (Attached hereto as Appendix B).

B. The City retains complete authority over the policies and direction and administration of all City Departments including but not limited to standards and methods of selection for employment; promotion and performance evaluation; disciplinary action; relief of employees from duty because of lack of work or other legitimate reasons; maintenance of the efficiency of government operations; establishment of the work week and work schedules: and determination of the content of job classifications consistent with applicable laws and with due regard for the provisions of this Memorandum.

7. PERSONNEL RULES

The parties agree that the City intends to continue to review and develop revised personnel rules, regulations, impasse and grievance procedures, employee handbook, job classifications and job descriptions.

The parties further agree that the adoption of certain provisions of such rules, regulations, procedures, job classifications and descriptions are subject to meet and confer requirements as required by law.

8. DUES CHECK-OFF

The City shall deduct dues for the majority representative for the affected employees from the paychecks of those members of such organization that submit deduction authorization forms in writing to the City. The City will transmit said moneys to such organization not less than monthly.

9. BULLETIN BOARDS

The City agrees to maintain an official bulletin board for the purpose of keeping all employees advised of matters of official and/or informational nature. The recognized employee organization is authorized space to establish an appropriate organization bulletin board, subject to the approval of the City Manager. It is the individual employee's responsibility to be aware of items so posted and such posting for 72 hours shall be deemed to mean that all employees have been properly notified.

10. EMPLOYEE LOUNGES

The City agrees to cooperate with the recognized employee organizations of the City in providing a location for a soft drink and/or coffee machine, which machine(s) shall be obtained and paid for by the recognized employee associations. In addition, the City shall provide and maintain in good working order, a break room in the Public Works building. Clean-up and minor maintenance schedules shall include all employees within said unit.

11. OPTIONAL PROGRAMS

The City agrees to cooperate with the Affected Employees to continue an employee credit union or payroll savings plan, provided that the minimum number of employees required by the plan agree to participate therein. Payroll deduction for optional programs shall be subject to the physical limitations of the City's payroll system. The City assumes no liability for any optional programs agreed on by the employees.

12. ISSUES FOR FUTURE DISCUSSION

The parties agree to meet and confer during the term of this Memorandum on any issue subject to meet and confer that may come forth and is not otherwise covered in this memorandum.

13. DRESS CODE

A. All employees shall observe professional standards of dress and decorum considered suitable for general public contact based on current social standards as interpreted by the City Manager.

B. While on duty all Public Works employees shall wear official City-issued uniforms. Field uniforms are not to be worn off duty. If a uniform is worn going to or from work, in order to not give the appearance of an employee being on duty when he/she is officially off duty, the City's uniform insignia must not be visible on public service uniforms.

C. It is agreed that employees recognize and will comply with standards of dress consistent with the positive representation of the City government through its employees. No dress codes other than the above standard are to be established in the various departments other than those which are related to uniform requirements and safety policies established by the City.

14. EQUAL EMPLOYMENT OPPORTUNITIES

A. The City and the majority representative agree that the provisions of this Memorandum shall be applied equally to all employees covered herein without favor or discrimination because of race, creed, color, sex, pregnancy (including childbirth, breastfeeding and/or related medical conditions), sexual orientation, age, national origin, religion, political or religious affiliations, organization membership, marital status, ancestry, military or veteran status, medical condition (genetic characteristics, cancer or a record or history of cancer), gender, gender identity, or gender expression, genetic information, or any other characteristic protected by state, federal or local law. The City will not discriminate against a qualified individual with physical or mental disability with regard to employment.

B. The City and the majority representative agree to commit themselves to the goal of equal employment opportunity in all City services and, further, the representative organization agrees to encourage its members to assist in the implementation of the City's Equal Employment Opportunity commitment.

15 TRANSLATING SKILLS

A. Any employee who the City Manager determines, on a regular basis, is required on a regular and frequent basis to translate/interpret shall be paid for translating/interpreting skills in the amount of $30.00 biweekly. An Administrative Assistant, who is required, on a daily basis, to translate/interpret shall be paid $75.00 biweekly.

B. Translating responsibilities shall not be required as terms of employment.

16. NO STRIKE OR LOCKOUT

A. The City and the Union agree that during the term of this Memorandum the City will not lock-out employees and the representative organization will not engage in labor practices detrimental to providing services to the citizens of Carpinteria or detrimental to the interest of the City; nor will the representative organization engage in, support,

condone, approve, or engage in any strike, sick-in, slow-down, work stoppage, or speed-up.

B. The City and the Union further agree that all matters of controversy coming within the scope of this Memorandum will be settled by established grievance procedures. The representative organization acknowledges that violation of the above shall be just cause for disciplinary action, including termination.

17. EMPLOYEE TRAINING/TRAVEL

A. The parties recognize that training programs and the advancement of employee skills are matters of great importance and interest to the City, the representative organization and the employees covered by this Memorandum. However, the City shall retain the right to determine what training is required for the employee to improve his or her performance on the job and to make such training a condition of employment. Such training may include requests by Department Heads for additional training of current employees, subject to the approval of the City Manager.

The parties agree that employees will be trained in the use of fire prevention equipment and that a fire evacuation plan will be developed and reviewed within each department for each major City facility.

B. The City and the Union agree that all direct costs for all training or instruction required by the City shall be paid for by the City, provided however that no overtime shall accrue to employees for travel time to or from any training program conducted on a non-City site.

C. To the extent funding is available, the City shall provide for tuition and textbook reimbursement for regular full-time employees represented by the Union up to a maximum of $200 per fiscal year.

Only educational course work required by the city and directly related to the affected employee's position with the City will be considered for reimbursement. Only costs for the books required for approved courses shall be deemed reimbursable. All application for reimbursement shall be approved by the City Manager prior to enrollment in the coursework. Reimbursement will be made upon written proof that the employee received a final grade of B or better or, in the case of a non-grade course received a Pass or Satisfactory final grade.

D. Meeting, travel and/or training expenses will be paid and/or reimbursed with prior authorization by the City Manager as described above and in conformance with the City's Travel and Expense Reimbursement Policy.

18. VALIDITY

If any provision of the Memorandum of Understanding shall be held invalid by a court of competent jurisdiction, the remainder of this Memorandum of Understanding shall remain in full force and effect and the parties hereto shall enter into a meet and confer process for the purpose of arriving at a mutually satisfactory replacement, if any, for any such invalidated provision.

19. REASONABLE TIME OFF TO MEET AND CONFER

A. The formally recognized employee organization may select not more than one employee member from the General Service Unit and not more than one employee member from the Public Works Unit to attend scheduled meetings with the City Manager or other management officials on the subjects within the scope of representation. Where circumstances warrant, the City Manager may approve the attendance at such meetings by additional employee representatives and may allow the attendance of all such representatives with or without loss of compensation. The employee organization shall, whenever practicable, submit the names of all such employee representatives to the City Manager at least two working days in advance of such meetings. Provided, further:

1. That no employee representatives shall leave his or her duty or work station or assignment without specific approval of the department head or other authorized City management official.

2. That any such meeting is subject to scheduling by City management in a manner consistent with operating needs and work schedules and at times mutually convenient to the City and the employee representatives.

B. Nothing provided herein shall limit or restrict City management from scheduling such meetings before or after regular duty or work hours under appropriate circumstances and with the agreement of SEIU Local 620.

C. General membership meetings shall not be held during normal working hours without 48 hour notice and approval of the City Manager.

20. ACCESS TO WORK LOCATIONS

A. Reasonable access to employee work locations shall be granted officers of recognized employee organizations and their officially designated representatives, for the purpose of processing grievances or contacting members of the organization concerning business within the scope of representation.

Such officers or representatives shall not enter any work location without the specific prior approval of the City Manager or Municipal Employee Relations Officer. Access shall be restricted so as not to interfere with normal operations of the department or with established safety or security requirements.

B. Solicitation of membership and activities concerned with the internal management of the employee organization, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and distributing literature, shall not be conducted during working hours. Lunch hour and scheduled breaks are not to be considered working hours.

21. USE OF CITY FACILITIES

Employee organizations may, with the prior approval of the Municipal Employee Relations Officer, be granted the use of City facilities for meetings of City employees provided space is available, and provided further that such meetings are not used for organizational activities or membership drives of City employees. All such requests shall be in writing and shall state the purpose or purposes of the meeting.

22. OFFICERS AND GRIEVANCE PROCESSING

A. Purpose

1. To promote employee morale and productivity by establishing a forum for resolving problems in the workplace by communication between employer and employee.

2. To provide a just and equitable method for resolution of grievances.

3. To afford employees, through their recognized employee organization, a systematic means of obtaining further consideration of problems after every reasonable effort through discussions has failed to resolve them.

4. To provide that grievances shall be settled as nearly as possible to the point of origin and shall be as informal as possible.

B. Grievance Defined

1. Grievance shall be defined as a claim by an employee or group of employees adversely affected by an alleged violation, misinterpretation or misapplication of department-wide policy or practice or City rules, regulations, resolutions, ordinances, or memoranda of understanding applicable to the employee, except as follows: Appeals of disciplinary actions of demotion, suspension, dismissal or probationary terminations.

2. The Union recognizes management's right to establish policies governing the operation of City departments. However, allegations also subject to the grievance procedure are those in which the complaint concerns an inconsistent application of policy where the inconsistency results in a denial of the employee's rights under those policies defined in "A" above.

C. Initiation of Grievance

No act or activity which may be grievable may be considered for resolution unless a grievance is filed in accordance with the procedure contained herein within twenty (20) working days of the date the alleged activity/violation occurred or the date the employee became aware such activity/violation occurred.

In no event shall any grievance be accepted for consideration more than 6 months from the action or incident claimed as its basis regardless of the date of discovery. If the grievance is not presented within the time limitation herein provided, it shall be deemed not to exist.

D. Grievance Processing

The City agrees that SEIU Local 620 may designate a steward or officer for the purpose of investigating and/or processing grievances. Upon the request of any employee within the represented unit, the official steward or officer shall conduct and/or assist in the investigation, preparation and processing of grievances.

Prior to engaging in grievance handling, the steward or officer of the organization shall notify his or her immediate supervisor of a request for assistance no later than five days prior to the requested time. The supervisor shall approve time for grievance processing during the scheduled work day hours prior to the steward or officer beginning the investigation, preparation and processing of grievances.

Both SEIU Local 620 and management agree to mutually cooperate in expediting the grievance handling process. The employee and the steward or officer shall be afforded reasonable grievance handling time to jointly handle the grievance. The parties further agree that every effort will be made to resolve grievances in an informal and timely manner as the first step in this process.

E. Procedure

Step One

Any employee who has a grievance shall first try to settle it through discussion with their immediate supervisor without undue delay.

Every effort shall be made to find an acceptable solution at the lowest possible level of supervision. The supervisor has seven (7) working days to respond to the grievant. Any grievance settled at this step shall be subject to the review and confirmation of the respective department head before the settlement may become effective. Such review will occur within seven (7) working days or the grievance shall automatically be moved to Step 2. In the event the department head does not confirm the settlement, the grievant may initiate Step 2 of this procedure.

Step Two

If a grievance is not settled in Step 1 or no response was forwarded to the grievant, he/she may file a formal grievance in writing to their Department Head within ten (10) working days after receiving the informal decision from their immediate supervisor or when decision was due. The grievant must submit his/her grievance in writing and must also explicitly specify the policy or the particular section of the MOU, rule, resolution, or ordinance the violation of which is being alleged as the basis for the grievance. The remedy requested must also be specified. No modifications in the violation being alleged shall be made subsequent to filing unless mutually agreed to by both the City and the grievant.

The Department Head, after receiving the formal grievance, has ten (10) working days to render a decision in writing.

Step Three

If the grievance is not settled or an answer not forthcoming in Step 2, the grievant and/or Union Representative may appeal, in writing, within seven (7) working days from the expiration of the time limit for such decision under Step 2 or within seven (7) working days from the receipt of the decision of the department head to the City Manager.

Within ten (10) working days from receipt of appeal, the City Manager, or designated representative, shall deliver a written decision to the grievant and the Union Representative.

Step Four

If the grievance is not settled or disposed of at Step 3, the grievant may request the services of a mediator from the State Mediation and Conciliation Service.

Both the Union and the City agree that the grievance will be settled through mediation and both parties will agree to abide by the decisions made in the mediation process.

Under no circumstances will grievances of any kind for any reason proceed beyond the mediation process.

SECTION B - WAGES, INSURANCE AND OTHER BENEFITS

23. BASE WAGE ADJUSTMENT

A. Employee performance evaluations shall be completed no later than July 30th of the affected fiscal year. Failure to complete performance evaluations within the specified time frame will deem the employee performance evaluation to be satisfactory, automatically entitling the employee to the total allowable performance based bonus of two percent (2%) for the affected fiscal year.

B. All changes in compensation, including merit increases, promotion, or similar compensation shall take effect on the first day of the pay period starting after the date such increase is scheduled.

C. Upon promotion, the salary step for any employee shall be at the next higher salary step in the salary range of the new classification which provides for at least a 5% salary increase over current base salary. Provided, however, that the City shall not be required to pay a salary in excess of the salary range authorized for the highest salary step.

D. Effective July 1, 2020, employees will be eligible for an additional step increase of 5% upon meeting the following criteria: 1) Employee has been employed by the City for ten (10) consecutive years.

E. An employee within the competitive service who performs satisfactorily as indicated on the performance evaluation will be eligible to receive a step increase upon completion of six months of employment, and be eligible thereafter to be considered for an annual step increase based on a satisfactory performance evaluation. An employee who performs satisfactorily as indicated on the performance evaluation will receive the step increase the first day of the next pay period following the date such increase is scheduled upon approval by the Human Resources Administrator and completion of a Personnel Action Form.

F. Effective July 1, 2021, employees shall receive a 3% base wage adjustment (see, Appendix D).

G. Effective following approval and adoption of this Agreement, employees will receive a one-time, non-pensionable $1,500 payment.

H. The City plans to provide similar terms to miscellaneous unrepresented and management employee – 3% base wage adjustment and $1,500 one-time, non-pensionable payment – and to maintain existing compensation and benefits. If the City moves forward with any Resolution to increase miscellaneous unrepresented or management employee compensation or benefits beyond these terms during the period of this MOU, July 1, 2021 through June 30, 2022, the City agrees to a reopener to meet and confer with SEIU as to a financially comparable benefit.

24. OVERTIME RECORDS

Employees shall report all overtime in actual hours worked on their biweekly timesheet. The Finance office shall convert all reported overtime hours worked to time and one-half, identify reported overtime hours worked as regular overtime hours and/or premium overtime hours and record such converted hours to the credit of the affected employee. All overtime must be authorized in advance (unless in emergency) by the affected employee's department head.

25. OVERTIME COMPENSATION

The affected employee shall be compensated for overtime hours as follows:

1. Timesheets determine actual hours worked by calculating the elapsed time between clock in times and clock out times in nearest quarter hour increments. See Section 44.C (Reporting Hours Worked).
2. PTO, holiday, compensatory time off and other time not actually worked are not counted as hours worked for overtime purposes.
3. Hours worked in excess of the employee's regularly scheduled hours in any one work day (12 midnight to 12 midnight) or in excess of the employees total regularly scheduled hours in any work week (Saturday through Friday) are recorded as overtime hours worked. Hours worked that are in excess of both the employee's regularly scheduled hours in the work day and the work week are not considered as separate incidents of overtime worked.
4. Hours worked on a day that has no scheduled hours (usually weekend days or holidays) are recorded as overtime hours worked with a two hour minimum.
5. At the end of each two week pay period, total overtime hours worked are accumulated and categorized as either (a) premium overtime hours or (b) regular overtime hours.

    a. Hours worked in excess of the employee's total regularly scheduled hours in any work week are categorized as premium overtime hours.
    b. total overtime hours less hours categorized as premium overtime hours are categorized as regular overtime hours.

6. Regular overtime hours are multiplied by 1.5 and the resulting hours are added to the employee's overtime bank.
7. Premium overtime hours are multiplied by 1.65 (1.5 x 1.1) and the resulting hours are added to the employee's overtime bank.
8. Hours in an overtime bank in excess of 100 at the end of a payroll cycle will be paid in the subsequent payroll at the employee's regular base pay hourly rate then in effect and the paid hours deducted from the overtime bank.
9. At the employee's choice, overtime hours recorded on an employee's timesheet may be either (a) paid or (b) accrued to the employee's overtime bank to be used as compensatory time off or paid at a later time as provided in this section. Employees must specify in writing on their timesheet which one of these two options is chosen. If the employee does not specify how the overtime hours should be treated, the default option is to be paid for the hours.
10. If an employee elects and is approved to use some or all of the employee's accrued overtime bank as compensatory time off, the amount taken as compensatory time off shall be deducted from the employee's overtime bank on an hour-for-hour basis.
11. No overtime shall be worked without department head approval in advance in writing. However, such approval shall be given in any case in which the affected employee worked such overtime at the direction of a supervisor. No overtime shall

be authorized or worked for the convenience of the employee (i.e. voluntary shift trading, etc.).

12. Management shall assign overtime work as equitably as possible among all qualified employees in the same classification in the same organizational unit and work location.

13. Employees with accumulated overtime hours accrued in their overtime bank may, not more often than four times per fiscal year, request and receive a cash buy-out of a portion or all of such accumulated accrued time in their overtime bank. Such payment will be made on the next regular pay period and paid at the employee's regular base pay hourly rate then in effect.

14. When employment with the City terminates the City shall make a cash payment for the employee's accumulated unused overtime bank time on the books at the employee's regular base pay hourly rate then in effect.

26. HOLIDAY PAY

A. Unless otherwise provided herein, a regular employee not working on a holiday will receive one day's pay at his or her normal straight time rate, exclusive of shift or temporary or relief supervisory differentials. Said holiday pay shall not be paid if the employee is not in a pay status the last normal working day before a holiday or the first normal working day after such holiday. See Section 51 for definition of pay status.

B. An employee who is scheduled to work on a holiday but fails to report for work and fails to notify the City or provide evidence of an emergency is unexcused and will not receive payment for the holiday.

C. If a holiday falls on a normal workday which is during an approved leave, at the employee's option the employee will not be charged for a leave day the day of the holiday, or may be given an additional day at the beginning or end of his/her leave. Holidays which fall on normal working days within an unpaid leave of absence, will not be counted as workdays and will not be recognized for pay purposes.

D. Employees who are required to work on holidays will receive, in addition to the holiday pay provided for in this section, a minimum three (3) hours straight time pay for hours worked and time and one-half for hours worked beyond 8 hours or a normal shift, whichever is appropriate.

E. On each of the holidays or non-working days on which flags are displayed and in the event that a Public Works employee is required to report to work for the purpose of putting up and taking down street flags, a total of four (4) such overtime hours shall be allocated for this assignment.

27. CALL BACK PAY

A. Any affected employee called out to work after his/her normal working hours shall

receive a minimum of two (2) hours cash compensation at the rate paid for overtime work. In such cases all work in excess of the two (2) hour minimum shall be compensated at the regular overtime rate. The overtime rate shall be based on the employee's base hourly rate. Call-back shall be defined as being called out to work outside one's normal working hours by the Sheriff's Department, City Manager, Department Head or Public Works Supervisor on an unscheduled basis.

An employee should not respond to a call-back if any alcoholic beverage has been consumed or a medication taken that might impair his/her ability to perform the duties required.

B. All affected employees who are required and/or authorized to attend an authorized meeting which starts after the established work day shall be credited for a minimum of two (2) hours overtime. For all time in excess of two (2) hours, normal overtime policies shall be in effect.

C. In the event a call-out exceeds two (2) hours in actual time for a Public Works employee, the time reported for payroll purposes only shall begin with ten (10) minutes prior to the employee reporting for work and end ten (10) minutes after the time the employee leaves work to return home.

D. Employees in off-duty status will not be required to respond to call-back. The exception being when a state of emergency has been declared by the City Manager.

E. The normal call-back pay requirement, which would require a minimum of two hours of pay for the second reporting in a single day, would not apply when public utilities fail to supply electricity, water, or gas, or there is a failure in the public utilities or sewer system.

28. MOVE-UP PAY

A. In the event any affected employee is required to work more than two (2) working days in succession in a classification higher than that for which he/she is being compensated, in an unforeseen situation, such employee shall receive ten percent (10%) increase over his/her normal compensation, or the rate of compensation of the position filled, whichever is less, for the time over two days when such employee works in the higher classification.

In the event of planned assignment due to vacation or other cause known in advance, such move-up pay shall be paid for all time worked if such work exceeds two successive working days, including the first two days worked.

B. Position for which said "move-up" pay is eligible is as follows: Acting Public Work's Supervisor.

C. For the purposes of this memorandum, base compensation is defined as the base salary paid to the employee without additions for overtime, medical insurance, longevity, expense or other benefits. If any affected employee is requested to work in a higher class for a cumulative total of ten (10) days, not including vacations and/or days off due to flexible work schedule, during any fiscal year, such employee shall then be paid at the increased rate for all such days worked.

29. WITNESS AND JURY DUTY PAY

Required court time for off-duty regular full-time City employees shall be treated as overtime, with the minimum time being two (2) hours for any one day. This section shall not apply to any on-duty employees. This section shall apply only in court cases dealing with the scope of employment and shall not apply in cases of a personal or non-job related court action.

Every classified employee of the City who is called or required to serve as a trial juror shall be entitled to absent himself or herself from his/her duties with the City during the period of such service or while necessarily being present in court as a result of such call. Said employee shall continue to receive his/her full compensation from the City while serving on such jury duty, but shall reimburse the City the amount of daily per diem fees (exclusive of travel expenses) paid to such employee while acting as a juror.

30. STANDBY PAY

Only the City Manager or Acting City Manager may order standby status. When on standby status, an employee shall be required to be on call during normal time off, accessible by telephone or other agreed upon electronic device and available to report to work immediately.

The City agrees to pay two hours of straight time pay, or the employee may elect to take two hours compensatory time, per twenty-four (24) hour period or portion thereof in excess of four (4) hours when any Public Works employee is required to-be on call on a standby basis at home during normal time off. This does not include informal alerts or requests to keep the City Manager or Acting City Manager advised of whereabouts during possible emergencies.

An employee on standby status must be in physical condition to adequately perform his/her duties and must not have consumed any alcoholic beverage or taken medication or other substance that might, in any way, hinder performance of his/her duties.

31. PAID REST AND RECOVERY TIME PAY

An employee who is required to work after 8:00 p.m., and is scheduled to work the following day, that employee may report to work two hours later and that employee will be paid their regular wage for two hours.

32. WORKERS' COMPENSATION INSURANCE

The City participates in the Workers' Compensation Insurance Program through the California Joint Powers Insurance Authority. The City agrees not to lower the benefits provided by the California Joint Powers Insurance Authority without first notifying the affected employee associations and meeting and conferring on the same.

33. WORKERS' COMPENSATION, DISABILITY INSURANCE AND FICA MEDICARE TAX BENEFITS

A. When an employee is injured on duty arising out of and in the course of employment (which shall not be construed as going to and from work), such employee shall receive benefits and incur obligations as follows:

- For a period not to exceed six months, commencing with the first day following such injury, while the employee is totally disabled from industrial injury and on accepted worker's compensation status, such employee shall be compensated with an amount equal to such employee's base wages at the time of such disability, less the aggregate of (a) Any Workers' Compensation payments, and (b) Any other disability payments made to such employee. Such payment shall be limited to said six month period, or until such employee is retired on permanent disability or terminated from the City's employment, whichever comes first.

- An employee shall be entitled to benefits at the normal rate if the employee is on accepted workers' compensation status and in a pay status as defined above for up to six months.

- The Workers' Compensation Carrier and/or the City reserves the right to subrogate if a claim is filed by an employee against a third party.

B. The City has instituted the State Disability Insurance Program (SDI), at employee expense, to provide coverage for non-industrial injuries. In addition to coverage under the State Disability Insurance Program, the City will provide eligible full-time employees with additional short-term disability coverage to integrate with SDI for a weekly benefit of 60% of covered earnings and a long-term disability program to provide a monthly benefit of 66 2/3% of covered earnings, such coverage to be added at City expense.

C. All employees are subject to the FICA Medicare taxes in accordance with Federal regulations and shall have the employee share of said Medicare Tax deducted from their paycheck.

34. DEATH BENEFIT

The City shall pay a death benefit directly to the spouse or other beneficiary designated in writing by any affected employee prior to such employee's death (or in the event that no such beneficiary is so designated, to such employee's legal heirs) in the amount of One

Thousand Dollars ($1,000) in a single lump sum cash payment within seventy-two hours of the death of any affected employee as the result of any industrial injury or illness, as defined by U. S. Department of Labor Instructions for OSHA No. 200 sustained by such employee while on duty within the course and scope of his or her employment with the City.

35. RETIREMENT PROGRAM

A. The City shall continue to participate in the California Public Employees Retirement System (CalPERS). Under CalPERS, the City provides the 2%@55 Miscellaneous Plan formula for all employees who are "classic members" as defined by the Public Employees' Pension Reform Act of 2013 (PEPRA). Classic employees are currently defined as those who were enrolled in CalPERS as of December 31, 2012. For all "new members" as defined by PEPRA, the City provides the 2%@62 formula. New members are currently defined as employees not previously enrolled in CalPERS as of January 1, 2013 (and not meeting certain exceptions provided under PEPRA). Employees of the City who are hired on or after January 1, 2013 who classified as new members under PEPRA are subject to the other CalPERS terms and conditions set forth in PEPRA.

B. City employees who are classic members shall share in the cost of CalPERS coverage through payroll deduction as follows:

1. Employees will continue to contribute a portion of the required employer contribution equal to 4.5% of "compensation earnable." This 4.5% contribution by employees to the employer contribution will be considered to be a contribution towards the normal cost as defined under PEPRA.

C. In addition, the City's contribution toward Employer Paid Member Contribution (EPMC) shall be reduced as follows:

Effective the first pay period after the adoption of the Resolution is approved by City Council, the City's contribution toward EPMC shall be reduced to 3.5%, with employees paying 3.5% of "compensation earnable."

D. Employees who are hired after January 1, 2013 and are new members under PEPRA, shall pay the full member contribution amount which is currently 6.5% of "compensation earnable." However, new members will not contribute toward any portion of the required employer contribution.

E. The City shall continue to report the value of the EPMC on all reportable compensation subject to CalPERS for all employees in the Bargaining Unit as approved and adopted by Resolution 4229 (General Services) and Resolution 4239 (Public Works).

36. LIFE, HEALTH AND DENTAL BENEFITS

A. The parties agree that the City will maintain a life insurance program providing a $50,000.00 term life insurance policy for the employee only, the beneficiary to be designated by said employee. The cost of the premium for this policy to be paid in full by the City. Employees retiring with 20 years or more of continuous service with the City and enrolled in the City's group life insurance program at the time of retirement, may continue to be covered in the City's group life insurance program at City expense for a life benefit of $10,000. Extended coverage will not include AD&D benefits.

B. The parties agree that the City will maintain the current health insurance program with the Public Employees Retirement System (PERS) Medical and Hospital Care Act pursuant to Government Code Section 22850 unless such is changed through the meet and confer process. The health insurance program shall be available to all regular full-time employees and retirees as follows:

- Each eligible employee or retiree may select a health insurance carrier providing coverage in the Carpinteria geographic area, as defined and provided by PERS and currently in effect and on file in the City Human Resources Office.

- Beginning the first pay period after January 1, 2018, employees will pay by payroll deduction a monthly contribution to their health insurance premium (employee and dependents) in an amount equal to .029% of their annual base salary times the percentage of insurance carrier increase or decrease with a minimum of five percent (5%) or maximum thirty percent (30%). The 5% minimum increase shall apply every year, i.e., over the 3-year term of the contract the minimum increase is 15%. The maximum increase shall be 30% at any time during the term of the contract, i.e. cumulative total shall be capped at 30%. (For example, if an employee's annual base salary is $50,000, and the insurance carrier increase is 5%, the calculation would be: $50,000 x .00029 x 1.05, the monthly contribution for that employee would be $15.22.) In the event the Blue Shield Access + HMO plan is no longer available to City employees, the most similar HMO plan will be substituted for purposes of this provision.

- For employees who elect the PPO Plan, the cost share will be the same as the HMO plan formula, plus the difference between the HMO and PPO insurance premiums.

- Employees shall be responsible for payment as a payroll deduction for any health insurance premium contribution which exceeds the City's contribution amount for the premium for coverage under the PERS Health Benefit Program HMO plan.

- Health insurance coverage for newly hired employees will commence on the first day of the month following one full month of employment. If hired prior to the 15th day of the month, the month of hire will count as a full month of employment and coverage will be effective the first day of the following month. If hired after the

15th day of the month the month of hire will not count as a full month and the following month will be the first full month of employment.

- For covered employees who terminate during the fiscal year, such health insurance coverage shall end on the last day of the month following when said termination becomes effective, except that the provisions of COBRA may be applied at the employee's option. Covered employees who retire from the City under PERS may, at their option, continue such coverage without interruption pursuant to the provisions of the PERS Health Program.

C. The City will provide 100% of the premium charged to maintain a Dental Insurance Plan for each employee in the General Services Bargaining Unit and Public Works Bargaining Unit, where appropriate, for dependent coverage. The City will retain control over the administration of the dental insurance program subject to maintenance of equivalent benefits to the extent it is within the control of the City, and subject to any applicable obligations under the Meyers-Milias-Brown Act.

37. FLEXIBLE BENEFIT PROGRAM (WELLNESS) ALLOWANCE

A. In addition to the Health Insurance Program, active regular employees with three or more months of active service with the City shall be credited with a Flexible Benefit Program Allowance in the amount of $1,162 for each calendar year. The City will increase the $1,162 allowance by 2% annually beginning January 1, 2018 during the term of this Agreement. Effective January 1, 2022, the allowance is $1,284 (rounded up from $1,283.16).

B. The purpose of the Flexible Benefit Program is to provide reimbursement to the covered employee for eligible medical and health-related costs not otherwise covered by health insurance or subject to reimbursement from any other source. Payment of medical costs, not covered by insurance, must be prescribed by a physician or determined by the Internal Revenue Service (IRS) to be an eligible health-related expense.

C. In addition to reimbursement for eligible medical and health related costs and/or dependent care, the employee will have the option to purchase benefits offered through the Flexible Benefit Program up to the total Flexible Benefit Program allowance. Employees may cash out up to $810 of the Flexible Benefit Program allowance, subject to applicable payroll taxes.

D. Reimbursement for bona fide health-related expenses, which may be eligible expenses under the Flexible Benefit Program may be subject to payroll taxes unless related to a particular medical condition and so prescribed by a medical doctor.

E. As part of future labor negotiations, the City and the Union agree to revisit the annual Wellness Allowance taking inflation into consideration.

38. FITNESS PROGRAM

The City agrees to reimburse employees at the rate of thirty-one dollars and twenty cents ($31.20) per month for the employee's membership fee at an athletics club or fitness program approved by the City Manager. Only full-time employees are eligible to receive this benefit.

39. OUTSIDE COVERAGE OPTION

A. The employee is not required to select or participate in any health insurance program provided by the City, but such employee must provide satisfactory documentation that he/she is covered by an alternative health insurance program.

B. Those employees with proof of health insurance coverage who choose not to participate in the City's group health insurance program due to the availability of other coverage through a spouse's employer, the military, or other source, will receive, in addition to the Flexible Benefit Program Allowance, a benefit allowance equal to fifty percent (50%) of the premium paid by the City for the annual single coverage in the PERS Health Benefit HMO Plan. An employee shall receive this benefit allowance as a one-time cash payment, with such payment subject to payroll taxes.

C. Those eligible employees who participate in the City's group health insurance program and have an eligible spouse or family dependents, but select single coverage and choose to cover any dependents under insurance offered through a spouse's employer, the military, or other source will receive, in addition to the employer contribution for single health insurance coverage and the Flexible Benefit Program allowance as provided for in Article 37(A), a benefit equal to 50% of the City's additional contribution amount which would have been paid for either employee plus one or employee plus family coverage as may be applicable to that employee.

40. OPTIONAL INSURANCE PROGRAMS

The City agrees to cooperate to make available to affected employees, at the sole cost and expense of such affected employees, eye care, cancer and intensive care medical group insurance programs. Participation in such programs shall be at the option of the individual employee, subject to the rules of the insurance carrier and subject to the administrative limitations of the City.

41. SERVICE AWARDS

The City of Carpinteria has established appropriate service awards to recognize continuous service with the City at levels of five, ten, fifteen, twenty-five and thirty years. In addition,

upon completion of twenty-five and thirty years of service, eligible employees are entitled to the following recompense:

Twenty-five Year Award

In addition to a commemorative recognition gift, upon completion of twenty-five years of continuous service, eligible employees will be entitled to two personal days of leave per fiscal year. The hours will not have a cash value nor will they accumulate to be carried over to the next fiscal year.

Thirty year Award

Upon completion of thirty years of continuous service, eligible employees will receive a commemorative recognition gift and be entitled to have three additional days added to their existing leave bank hours.

SECTION C - WORK PERIODS, OVERTIME, ATTENDANCE AND LEAVES

42. WORK SCHEDULES

Requests to deviate from the work schedules outlined in this Section must be in writing and approved by both the employee's supervisor and the City Manager.

A. Pursuant to the Federal Fair Labor Standards Act (FLSA) the standard work period for all non-sworn employees represented by the Union is defined as follows: Start: 12:01 A.M. every Saturday. End: 12:00 Midnight every Friday.

The work period extends for a period of seven consecutive days, a total of 168 hours, of which a total of 40 hours worked shall be the standard work week. Any hours worked in excess of 40 hours shall be considered overtime for FLSA purposes. For pay purposes, each pay period shall consist of two standard work periods.

B. Hours Worked shall be only those hours actually worked during the work period, including overtime hours as defined in the overtime policy contained herein, and does not include any hours of paid leave time when the employee is not actually working but being paid. Examples are, but not limited to, holidays off, leave bank hours, compensatory time off, jury duty, bereavement leave, and any other authorized paid or unpaid leave.

D. The City agrees that authorized work outside the regularly scheduled workday or work week shall be compensated in accordance with the overtime policy contained herein.

E. In no case shall an employee's work schedule be altered to avoid the payment of overtime earned as a result of call back after the employee's regular shift, workday or work weekends.

F. The City shall provide Public Works employees with a 15 minute personal/equipment "clean-up" time at the end of the day. Employees shall be ready to begin work at start time.

43. FLEXIBLE WORK SCHEDULE

A. Employees, with the exception of the position of Receptionist, shall have the option to participate in an alternate 9/80 work schedule based on a flexible 9 day/80 hour pay period (eight 9-hour days and one 8-hour day, with the tenth day as a designated day off).

The regular schedule for the 9/80 arrangement shall consist of eight nine-hour shifts and one eight-hour shift within each 14-day period, as follows: eight hours on every other Friday and nine hours on Monday, Tuesday, Wednesday and Thursday of each week.

As discussed in more detail below, the "workday" will consist of 24 consecutive hours, and will begin in the middle of the 8-hour shift on Fridays. The "workweek" for overtime purposes will consist of 7 consecutive workdays and will begin on each Friday and end on the following Friday. This will result in a regular schedule of 40 hours in each "workweek". More specifics regarding the "workday" and "workweek" are discussed below.

For General Service employees, the nine-hour workdays will begin at 7:30 a.m. and end at 5:30 p.m., with a 60-minute lunch period. The eight-hour workday every other Friday will begin at 7:30 a.m. and end at 4:30 p.m., with a 60-minute lunch period to begin after 11:30 a.m. The "workday" will begin on Fridays at 11:30 a.m. The "workweek" will begin on Fridays at 11:30 a.m., and end the following Friday at 11:29 a.m.

For Public Works employees, the nine-hour workdays will begin at 7:00 a.m. and end at 4:30 p.m., with a 30-minute lunch period. The eight-hour workday every other Friday will begin at 7:00 a.m. and end at 3:30 p.m. with a 30-minute lunch period to from 11:30 a.m. to noon. The "workweek" will begin on Fridays at 11:00 a.m. The "workweek" will begin on Fridays at 11:00 a.m., and end the following Friday at 10:59 a.m.

Employees who work a 9/80 schedule will be credited overtime for hours worked in excess of nine in any of his or her scheduled nine-hour days, in excess of eight hours in any of his or her scheduled eight-hour days, and/or in excess of forty hours in the seven day workweek (Friday to Friday). Overtime shall be paid in

accordance with the rates discussed in MOU Article 25, including premium overtime being paid at the "premium rate."

Selection of the day off must be approved by the Department Head to ensure adequate department coverage. Designated days off may be changed only by written approval of the Department Head and the City Manager.

B. Individual employees may request flexible work schedules which meet their personal needs and the operational requirements of the department. Approval for reasonable flexible work schedules is subject to the operational needs of the department as determined by the Department Head and City Manager. The continuation of such schedules shall be subject to the Department Head review and approval of the City Manager.

C. The City Manager reserves the right to remove any (or all) employees from flexible work schedules. To the extent possible, two weeks advance written notice will be provided to the employee. The employee shall not be removed from a flexible work schedule for arbitrary or capricious reasons.

44. REPORTING HOURS WORKED

A. Individual employees are responsible for accurately reporting time worked. All hours worked shall be reported by clocking in and out on the computer at their work station. Actual time worked will be recorded in straight time on a daily basis and tabulation of time at the end of the work period will be computed to the exact hour and fractional minutes. Such time shall be verified by the employees' supervisor.

B. The City acknowledges that from time to time a computer clock may gain or lose time, causing the clock to be off by minutes. The City agrees to take this into consideration whenever it appears that the computer clock has caused an employee to clock in late. If an employee becomes aware of such a problem with his/her computer, it should be reported immediately to their supervisor.

C. If access to a computer is not available, all hours worked by employees shall be reported on time sheets provided and shall be stated in straight time hours. The individual employee is responsible for accurately reporting all hours worked. Hours worked shall be reported in not less than quarter (1/4 or .25) hour increments of time actually worked. Time worked 7 1/2 minutes or less will not be reported and time worked in excess of 7 1/2 minutes will be reported as a quarter (.25) hour. Such time shall be verified by the employees' supervisor.

45. BREAKS

Each affected General Service employee shall be entitled to a sixty (60) minute lunch period and two breaks per eight-hour working day. The morning break is twenty (20)

minutes and the afternoon break is fifteen (15) minutes. Breaks shall not be taken earlier than one hour after starting work in the morning or lunch, or later than one hour before lunch or the end of the working day.

Each affected Public Works employee shall be entitled to a 30-minute lunch period and two 20-minute breaks per eight-hour working day. Breaks shall not be taken earlier than one-hour after starting work in the morning or lunch, or later than one-hour before lunch or the end of the working day.

Breaks do not accumulate and will be scheduled by the employee's supervisor.

46. LEGAL HOLIDAYS

A. The City and the Union agree that the following days shall be observed as legal holidays by all affected employees at which time the City's administrative offices will be closed:

January 1st	New Year's Day
3rd Monday in January	Martin Luther King Day
3rd Monday in February	President's Day
Last Monday in May	Memorial Day
July 4th	Independence Day
1st Monday in September	Labor Day
November 11th	Veteran's Day
4th Thursday in November	Thanksgiving Day
4th Friday in November	Friday following Thanksgiving
December 25th	Christmas Day

B. The following days shall also be observed as legal holidays: December 26, 2017 and January 2, 2018. Similar holidays before or after Christmas Day and before or after January 1st shall be observed in future years.

C. When a holiday falls on a Saturday or Sunday, the preceding Friday or the following Monday respectively shall be observed as the legal holiday. If the holiday falls on an employee's flex day, the flex day may be rescheduled within the same work week. Rescheduled flex days off that are rescheduled because a holiday falls on that day are subject to prior approval by the Department Head and appropriate notification to the Administrative Services Department.

D. Observance of a legal holiday on a Friday or Monday, at which time the City's Administrative offices will be closed, will not create overtime or the loss of time from an employee's leave bank if the holiday falls on a regularly scheduled flex day. The hours for any given holiday will relate to the number of hours of the employee's regular scheduled work day for that particular day.

E. Nothing in this Memorandum shall preclude the City from declaring a holiday when a legal holiday has been declared by the President of the United States or the Governor of the State of California or the City Council.

47. LEAVE REGULATIONS

A. ANNUAL LEAVE

The purpose of annual leave is to enable each eligible employee annually to return to work mentally refreshed. All employees in the competitive service shall be entitled to annual leave with pay except the following:

(a) Employees who have served less than six (6) months in the service of the City. However, leave credits for the time will accrue for each such regular full-time employee.

(b) Employees who work on a provisional basis, all employees who are not employed in a regular classified position, and employees who work 1040 hours or less per year.

B. LEAVE TIME (Leave Bank)

In place of separate leave accrual for vacation, sick leave, paid administrative leave and floating holidays, each employee will accrue leave in a Leave Bank that will be inclusive of all such leave benefits (vacation, sick, floating holidays, paid administrative leave and approved paid personal leave).

C. LEAVE ACCRUAL

Employees will accrue leave time based on years of service. Except as set forth in section "G" below, at the beginning of each fiscal year employees will receive a leave bank equal to his/her annual leave entitlement. The accrued leave time shall be subject to the following provision:

If employment with the City starts after July 1 or ends before June 30 of any fiscal year, accrued leave time will be prorated for the fiscal year in question. Upon termination of employment with the City, the cash value of any unused leave time in excess of that which would have been earned had it been granted on a pro-rated monthly basis and other outstanding obligations due the City shall be deducted from the final payment to the employee.

Accrued leave time can be taken off prior to the date of retirement and used to delay final date of employment if it is requested in writing and approved at least thirty (30) days prior to the scheduled date that such leave would begin.

Annual leave shall be accrued in accordance with the following established schedule:

LEAVE BANK SCHEDULE
(Days on leave bank schedule are figured as eight (8) hour days)

Years of Service	Accrual	
One through three	168 hours	(21 days)
Four through six	184 hours	(23 days)
Seven through ten	208 hours	(26 days)
Eleven	216 hours	(27 days)
Twelve	224 hours	(28 days)
Thirteen through fifteen	232 hours	(29 days)
Sixteen through eighteen	248 hours	(31 days)
Nineteen or more	256 hours	(32 days)
Thirty years (longevity benefit)	24 additional hours	3 additional days

D. LEAVE ELIGIBILITY

Employees are eligible for leave benefits the first of the month following one full month employment.

Employees classified as regular employees who work less than full-time, but more than 1040 hours a year and are eligible for leave benefits, shall be credited leave on a prorated basis.

Leave periods shall be scheduled by management to provide adequate staffing. Such scheduling shall be subject to the needs of the City but shall take into account employee seniority and personal preference.

The City will make every effort to give maximum possible advance notice to the affected employee in the event scheduled leave must be cancelled or modified due to the needs of the service.

In the event one or more municipal holidays fall within an authorized leave with pay, such holidays shall not be charged as leave, and the leave shall be extended accordingly.

E. NOTIFICATION FOR USE OF LEAVE BANK

Where use of accrued leave time is requested due to an emergency illness or other unexpected absence, the employee shall notify his immediate superior or Human Resources prior to, or within four (4) hours after the time set for beginning his/her daily duties.

An employee shall notify his immediate superior or Human Resources prior to, or within four (4) hours after the time set for beginning his/her daily duties when such leave is due to an emergency, unexpected or unplanned absence.

Except in cases of illness or extreme emergency, employees are required to make written requests through the appropriate supervisory channels for any use of accrued leave time as follows:

The written request shall be submitted at least two full working days in advance for leave requests of up to four working days; for leave requests of five working days or more, including requests related to planned medical treatment, the written request shall be submitted at least ten working days, but not earlier than ninety calendar days, prior to the beginning date of the requested leave. No use of accrued leave time or related absence is authorized until the employee's written request is approved in writing.

F. UNAUTHORIZED LEAVE

An employee's absence shall be unauthorized if such employee does not report his or her absence to his or her supervisor as designated by the department head within four (4) hours of his or her regular starting time, except in cases of emergency in which case the employee shall provide notification as soon as possible.

G. LEAVE BANK ACCUMULATION

A maximum of one hundred and twenty hours (15 days), pro-rated for regular part-time employees, of leave accrual will be the maximum allowed for carry-over at the end of a fiscal year, provided however, if at the end of year there are any leave bank hours over 120, the hours will be carried over and a commensurate number of hours shall be deducted from the employee's annual accrual in order that the maximum leave bank accrual not exceed an employee's annual accrual plus 120 hours.

H. LEAVE BANK CASH-OUT/OPTIONS

1. Each employee may cash-out up to eighty (80) hours of any unused leave hours accrued at the beginning of the fiscal year, provided the employee retains an accrued leave balance of at least forty (40) hours in their leave bank. Compensation for such cash-out of unused accrued leave hours will be based on the employee's existing salary at the time the request is made.

2. Further, each employee may direct that all or any portion of the allowed cash-out amount be used to buy benefits offered under the Flexible Benefit Program.

I. TREATMENT OF ACCRUED LEAVE UPON TERMINATION

At the time of termination of employment, employees shall be paid the cash value of all unused accrued leave hours based on the employee's then existing salary rate; or, in the

alternative, the employee may exercise the option to invest the cash value of such unused accrued leave hours in the Employee Flexible benefit Program.

If a retiring employee terminates employment during the year and is legally entitled to a distribution of unused leave, the employee may submit, in writing, his or her request for the agency to "hold" payment of his or her accumulated leave until the following year. Such request must be submitted in writing in advance of the date of retirement and requires written approval by the City Manager before any disbursement can be made.

J. CATASTROPHIC EVENT

In the event an employee in this group suffers a catastrophic event, e.g. serious illness, and there is not a sufficient leave balance to cover the employee's absence from the workplace, upon written request to the City Manager, an advancement of up to thirty (30) days of leave may be granted, with the understanding that it will be reimbursed to the City on a day-for-day basis from future allocated leave or reimbursed to the City.

K. ATTENDANCE, WAIVER OF RIGHTS

Employees shall be in attendance at their work in accordance with the rules regarding hours of work, holidays, and leaves. All departments shall keep daily attendance records of employees which shall be reported to the Finance Division in the form and on the dates specified.

Failure on the part of an employee absent without leave to return to duty within twenty-four (24) hours, excluding weekends and holidays, after notice to return may be cause for immediate discharge, and such employee automatically waives all rights under Chapter 2.44, Carpinteria Municipal Code, as amended, and these rules. The depositing in the United States mail of a first class letter, postage paid, addressed to the employee's last known place of address, shall be reasonable notice.

L. UNPAID LEAVE

Leave of Absence Without Pay

The City Manager may grant a regular or probationary employee leave of absence without pay or accrual of employment benefits, such as paid time off or seniority, for reasons other than pregnancy, disability or family care leave, for a period not to exceed ninety (90) days. No employee shall be authorized leave without pay if said employee has accrued leave or compensatory time-off accrued on the books of the City. After ninety (90) days, the leave of absence may be extended if authorized by the City Council.

No such leave shall be granted except upon written request of the employee, setting forth the reason for the request, and the approval will be in writing. Upon return to duty following expiration of a regularly approved leave, the employee shall be

reinstated in the position held at the time leave was granted. Failure on the part of the employee on leave to report promptly at its expiration shall be cause for discharge. The depositing in the United States mail of a first class letter postage paid, addressed to the employee's last known place of address shall be reasonable notice.

Department heads may grant a regular, or probationary employee leave of absence without pay for not to exceed one (1) calendar week. Such leaves shall be reported to the Human Resources/Risk Manager.

No leave shall accrue to any employee during any full biweekly pay period in which the employee is on an authorized leave without pay in excess of five (5) days. Employee on leave without pay may also be responsible for full payment (employer and employee portion) of insurance premiums for insurance coverage during such leave. Benefits shall be continued at City expense during the first thirty (30) days of such leave.

Statutory Family and Medical Leave

1. Eligibility

The City provides eligible employees the opportunity to take unpaid leaves of absence for specific reasons in accordance with California's Moore-Brown-Roberti Family Rights Act (CFRA) and the federal Family and Medical Leave Act of 1993 (FMLA). To be eligible for FMLA/CFRA Leave, an employee must (1) have worked for the City for at least twelve months prior to the date on which the leave is to commence; and (2) have worked at least 1,250 hours in the twelve months preceding the leave.

2. FMLA Leave

a. Permissible Uses

"Family care leave" may be requested under the FMLA for (1) the birth or adoption of an employee's child, (2) the placement of a foster child with the employee; or (3) the serious health condition of an employee's child, spouse, or parent. "Medical leave" may be requested under the FMLA for an employee's own serious health condition. A "serious health condition" is one that requires either in-patient care in a medical facility or continuing treatment or supervision by a health care provider.

"Qualifying exigency leave" may be requested under the FMLA for qualifying exigencies arising out of the fact that an employee's spouse, son, daughter, or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation. "Qualifying exigencies" include certain absences related to short-notice deployment, military events and related activities, childcare and school activities, financial and legal

arrangements, counseling, rest and recuperation, post-deployment activities, and additional activities. Employees may contact the Human Resources/Risk Manager or her or his designee for more information about what qualifies as a "qualifying exigency."

"Military caregiver leave" may be requested under the FMLA to care for a "covered service member" if the employee is a spouse, child, parent, or next of kin of the "covered service member." A "covered service member" is:

- a member of the Armed Forces, including the National Guard and Reserves, who, because of a serious injury or illness incurred in the line of duty while on active duty that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating, is: (1) undergoing medical treatment, recuperation, or therapy; (2) in outpatient status; or (3) on the temporary disability retired list; or

- a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

b. Amount of FMLA Leave Available

Provided all the conditions of this policy are met, an employee may take a maximum of twelve (12) weeks total of family care leave, medical leave, and qualifying exigency leave under the FMLA in a 12-month period. This 12-month period is measured backwards from the date the employee's family care leave, medical leave, or qualifying exigency leave under the FMLA commences. Spouses who are both employed by the City may take a maximum combined total of twelve weeks of family care leave under the FMLA in a 12-month period for the birth, adoption, or foster care of their child.

Provided all of the conditions of this policy are met, an employee may take up to 26 weeks total of a combination of all leaves under the FMLA during a 12-month period (up to 12 weeks of which may be for FMLA leave other than military caregiver leave). The 12-month period used to measure this entitlement will commence upon the first use of military caregiver leave under the FMLA for a covered service member's particular injury.

3. CFRA Leave

"Family care leave" may be requested under the CFRA for (1) the birth or adoption of an employee's child, (2) the placement of a foster child with the employee; or (3) the serious health condition of an employee's child, spouse, domestic partner as defined in California Family Code Section 297, or parent. "Medical leave" may be

requested for an employee's own serious health condition. A "serious health condition" is one that requires either in-patient care in a medical facility or continuing treatment or supervision by a health care provider.

Provided all of the conditions of this policy are met, an employee may take up to twelve (12) weeks of leave under the CFRA during a 12-month period. This 12-month period is measured backwards from the date the employee's family care leave or medical leave under the CFRA commences. Spouses who are both employed by the City may take a maximum combined total of twelve weeks of family care leave under the CFRA in a 12-month period for the birth, adoption, or foster care of their child.

Family care leave and medical leave under the CFRA typically run concurrently with family care leave and/or medical leave under the FMLA.

4. Intermittent Leave

FMLA/CFRA Leave taken for the birth, adoption, or foster care placement of a child generally must be taken in blocks of at least two (2) weeks' duration; however, the City will provide employees with family care leave for birth, adoption, or foster care placement for periods of less than two (2) weeks duration on any two (2) occasions. FMLA/CFRA Leave taken for the birth, adoption, or foster care placement of a child must be concluded within one (1) year of the birth, adoption, or placement.

Qualifying exigency leave under the FMLA may be taken on an intermittent or reduced schedule as required by the qualifying exigency.

FMLA/CFRA Leave for any other reason may be taken intermittently or on a reduced schedule where medically necessary. If FMLA/CFRA Leave is authorized to be taken intermittently or on a reduced schedule, the City retains the discretion to transfer the employee temporarily to an alternative position with equivalent pay and benefits which better accommodates the employee's leave schedule.

5. Substitution of Paid Leave

Employees are required to substitute accrued paid time off, including accrued compensatory time off, for all FMLA/CFRA Leaves, except that employees can retain a five (5) day balance of accrued paid time off.

If the employee is receiving payments from State Disability Insurance ("SDI") while on FMLA/CFRA leave, the accrued paid leave time will only be used in an amount which supplements the SDI payment such that the employee receives the full amount of his or her regular compensation as an active employee.

The substitution of paid leave time for FMLA/CFRA Leave does not extend the total duration of FMLA/CFRA Leave to which an employee is entitled. For example, if an employee has accrued two (2) weeks of unused paid vacation time at the time of the request for medical leave under the FMLA/CFRA, that paid vacation time will be substituted for the first two (2) weeks of FMLA/CFRA Leave, leaving up to ten (10) additional weeks of unpaid FMLA/CFRA Leave.

6. Leave's Effect on Pay

Except to the extent that other paid leave time is substituted for FMLA/CFRA Leave, FMLA/CFRA Leave is unpaid.

7. Leave's Effect on Benefits

During an employee's FMLA/CFRA Leave, the City shall continue to pay for the employee's participation in the City's group health insurance to the same extent and under the same terms and conditions as would apply had the employee not taken leave. Employees are required to continue to make any payments they normally make towards healthcare coverage premiums while on leave. In the event an employee on leave fails to make timely payment for their portion of healthcare coverage premiums, the City will notify the employee of such failure and, if payment is not made, terminate the coverage.

If the employee fails to return from the leave for a reason other than the recurrence or continuation of the health condition that brought about the leave or other circumstances beyond the employee's control, the City is entitled to recover any health premiums paid by the City on the employee's behalf during any unpaid period of the leave.

Employees on FMLA/CFRA Leave accrue employment benefits, such as paid time off or seniority, only when paid time off is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual. If the employee is using accrued paid time off to supplement SDI payments as discussed above, he or she will accrue employment benefits on a pro rata basis.

8. Procedure for Requesting Family Care and Medical Leave

a. Notice Requirements

Employees should notify the Human Resources/Risk Manager of their request for FMLA/CFRA Leave as soon as they are aware of the need for such leave. For foreseeable events, if possible, the employee shall provide thirty (30) calendar days' advance written notice to the Human Resources/Risk Manager of the need for FMLA/CFRA Leave. For events that are unforeseeable thirty (30) days in advance, but are not emergencies, the employee must notify the Human Resources/Risk Manager, in writing, as soon as he/she learns of the need for the leave, ordinarily

no later than one (1) to two (2) working days after the employee learns of the need for the leave. If the leave is requested in connection with a planned, non-emergency medical treatment, the employee may be requested to reschedule the treatment so as to minimize disruption of the City's business.

If an employee fails to provide the requisite 30-day advance notice for foreseeable events without any reasonable excuse for the delay, the City reserves the right to deny the taking of the leave.

All requests for FMLA/CFRA Leave should include anticipated date(s) and duration of the leave. Any requests for extensions of an FMLA/CFRA Leave must be received at least five (5) working days before the date on which the employee was originally scheduled to return to work and must include the revised anticipated date(s) and duration of the family care or medical leave.

b. Certification

Any request for FMLA/CFRA Leave must be supported by proper certification of the need for leave. For foreseeable leaves, employees must provide the required certification before the leave begins. When this is not possible, employees must provide the required certification within fifteen (15) calendar days after the City's request for certification, unless it is not practicable under the circumstances to do so, despite the employee's good faith efforts. Failure to provide the required certification may result in the denial of foreseeable leaves until such certification is provided. In the case of unforeseeable leaves, failure to provide the required certification within fifteen days of being requested to do so may result in a denial of the employee's continued leave. Any request for an extension of the leave also must be supported by an updated certification.

Certification of family care leave under the FMLA/CFRA shall include (1) the date on which the serious health condition commenced; (2) the probable duration of the condition; (3) the health care provider's estimate of the amount of time needed for family care; and (4) the health care provider's assurance that the health care condition requires family care leave.

Certification of medical leave under the FMLA/CFRA shall include (1) the date on which the serious health condition commenced; (2) the probable duration of the condition; (3) a statement that, due to the serious health condition, the employee is unable to perform the functions of his or her position; and (4) in the case of intermittent leave or revised schedule leave where medically necessary, the probably duration of such a schedule. In addition, the certificate may, at the employee's option, identify the nature of the serious health condition involved. If the City has reason to doubt the validity of the certification provided by the employee, the City may require the employee to obtain a second opinion from a doctor of the City's choosing at the City's expense. If the employee's health care provider and the doctor providing the second opinion do not agree, the City may

require a third opinion, also at the City's expense, performed by a mutually agreeable doctor who will make a final determination. Before permitting the employee to return to work, the City may also require the employee to provide medical certification that he or she is able to return to work.

Certification of a military caregiver leave under the FMLA shall be either (1) an appropriate medical certification from an authorized health care provider or (2) a copy of an Invitation Travel Order or Authorization issued by the Department of Defense.

The nature and format of the certification of a qualifying exigency leave under the FMLA will vary depending on the nature of the qualifying exigency, and will typically include a copy of the active duty orders for the employee's spouse, son, daughter, or parent.

9. Leave's Effect on Reinstatement

Employees returning from FMLA/CFRA leave are entitled to reinstatement to the same or comparable position consistent with applicable law, provided that the total period of the FMLA/CFRA Leave does not exceed the employee's maximum leave entitlement as described above.

Employees who take medical leave under the FMLA/CFRA for their own serious health condition must provide medical certifications verifying that they are able to return to work in the same manner as employees who return to work from other types of medical leave.

M. Pregnancy Disability Leave (PDL)

Under the California Fair Employment and Housing Act (FEHA), if an employee is disabled by pregnancy, childbirth or related medical conditions, she is eligible to take a pregnancy disability leave (PDL). If an employee is affected by pregnancy or a related medical condition, she is also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if this transfer is medically advisable.

- The PDL is for any period(s) of actual disability caused by pregnancy, childbirth or related medical conditions up to four (4) months (or eighty-eight (88) work days for a full-time employee) per pregnancy.

- The PDL does not need to be taken in one continuous period of time but can be taken on an as-needed basis.

- Time off needed for prenatal care, severe morning sickness, doctor ordered bed rest, childbirth, and recovery from childbirth would all be covered by the PDL.

- Except as other specifically provided in this section, generally, the City is required to treat pregnancy disability the same as the City treats other disabilities of similarly situated employees. The leave will be unpaid.

Employees on PDL will be required to obtain a written certification from their health care provider of the pregnancy disability or the medical advisability for a transfer. The certification should include:

1. The date on which the employee becomes disabled due to pregnancy or the date of the medical advisability for the transfer;

2. the probable duration of the period(s) of disability or the period (s) for the advisability of the transfer, and

3. a statement that, due to the disability, the employee is unable to work at all or to perform any one or more of the essential functions of the position without undue risk to herself, the successful completion of the pregnancy or to other persons or a statement that, due to your pregnancy, the transfer is medically advisable.

At the employee's option, any accrued paid time off may be used as part of the pregnancy disability leave before taking the remainder of the leave as an unpaid leave. However, taking paid time off during the period of the pregnancy disability leave does not extend the maximum time allowed for such leave. Employees may also be eligible for state disability insurance for the unpaid portion of the leave.

Employees on PDL accrue employment benefits, such as paid time off or seniority, only when paid time off is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual. If the employee is using accrued paid time off to supplement SDI payments she will accrue employment benefits on a pro rata basis.

An employee who is on a leave of absence for a period in excess of two (2) months must notify the Human Resources/Risk Manager by the end of each month thereafter both of the status of the disability and the employee's continued intent to work once the employee recovers from the disability. An employee returning from an absence shall be required to provide a physician's certification that indicates that she is fit to return to work.

An employee who returns to work at the end of a leave of absence due to pregnancy, childbirth or related medical condition will be returned to her former position, if possible, or will be offered the first available opening in a comparable position for which she is qualified.

An employee who returns from a leave of absence due to pregnancy will be credited with all service prior to the commencement of her disability.

An employee who fails to report for work at the end of an approved leave will be deemed to have voluntarily resigned.

During an employee's approved PDL, the City shall continue to pay for the employee's participation in the City's group health insurance to the same extent and under the same terms and conditions as would apply had the employee not taken leave, for up to four months. Employees are required to continue to make any payments they normally make towards healthcare coverage premiums while on leave. In the event an employee on leave fails to make timely payment for their portion of healthcare coverage premiums, the City will notify the employee of such failure and, if payment is not made, terminate the coverage. The City is entitled to recover any health premiums paid by the City on the employee's behalf during any unpaid period of the leave if the employee fails to return from the PDL for a reason other than one of the following: (1) the employee takes FMLA/CFRA Leave; (2) the continuation, recurrence or onset of a serious health condition or serious injury or illness within the meaning of FMLA/CFRA; or (3) other circumstances beyond the employee's control as provided by law.

Employees on PDL accrue employment benefits, such as paid time off or seniority, only when paid leave is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual. If the employee is using accrued paid time off to supplement SDI payments as discussed above, he or she will accrue employment benefits on a pro rata basis.

N. Paid Family Leave

Employees who are covered by the state's SDI program will be eligible for reimbursement for up to six (6) weeks during a twelve (12) month period of qualifying unpaid leave, for the purposes of bonding with a newborn child (up to one (1) year from birth or adoption), or to care for a family member or domestic partner.

An employee who is eligible for SDI benefits may only become eligible for PFL benefits after SDI benefits are no longer being paid. SDI benefits are payable when an employee is disabled for a non-work related reason, which may include pregnancy; PFL benefits are for baby bonding and for providing care to a family member.

Once an employee is no longer disabled, and (in the case of pregnancy) has given birth, her SDI benefits may cease and she may apply for baby bonding benefits under PFL.

Once an employee applies for PFL, there is a seven (7) day unpaid waiting period before the employee may start receiving benefits. However, an employee who previously served a waiting period before receiving SDI benefits will not have to serve another waiting period before receiving PFL benefits. Employees may use their accrued paid time off during the seven (7) day waiting period.

Paid Family Leave is administered by the State of California and may be modified by the State from time to time.

O. DEATH OR CRITICAL ILLNESS IN IMMEDIATE FAMILY BEREAVEMENT LEAVE

An employee eligible for benefits, upon the necessity of his absence being shown to and with the consent of the City Manager, may be allowed to be absent from the duties of his/her position and to receive full compensation during such absence for bereavement leave. Eligible City employees shall be entitled to bereavement leave, in addition to any other leave, to provide up to three (3) working days per year with pay in the case of death or of critical illness where death appears eminent. This time shall be in addition to accrued leave time or compensatory time. The City shall cooperate with the employee in providing time off, using accrued leave time, or compensatory time, for any additional bereavement needs if the three (3) days bereavement leave has been used.

Such benefit shall apply to all immediate family members, to include spouse, child, brother, sister, parent (including step family and in-laws), grandparents and grandchildren when the relationship of the person to the employee warrants such use of bereavement leave. Where such death or critical illness has occurred, the employee shall furnish satisfactory evidence of such death or critical illness to his/her department head.

Such leave of absence shall not be allowed in any case where, in the preceding six (6) calendar months, a leave of absence for the critical illness of that same relative has been granted. Such bereavement leave is not cumulative from year to year.

Leave to attend the funeral of a co-worker will be acceptable to the City upon Department Head approval consistent with maintenance of operations. Such leave is considered leave with pay and not charged to any other leave.

P. CONFLICT OF LAWS

In the event of any conflict between the provisions of this Memorandum of Understanding and Federal or State laws, such Federal or State laws shall prevail.

SECTION D - SPECIAL PROVISIONS

48. ANNIVERSARY DATES

Anniversary dates for newly hired employees shall be the first of the month if the employee was hired on or before the fifteenth of that month and the first day of the following month for those hired after the fifteenth.

49. PROBATIONARY PERIOD

A. Each regular City employee will serve a one-year probationary period. The probationary period for each regular City employee shall begin on the first day of employment.

B. The parties agree that in the case of probationary employees who are absent from their duties for whatever reason for a period of 5 or more consecutive working days, that said employee shall have such absent time added to the probationary period and shall not be deemed to have completed probation until such time missed is completed satisfactorily. An employee's probationary period may be extended up to six (6) months as determined by the City Manager.

50. PAYCHECKS AND METHOD OF PAYMENT

A. All affected employees shall be paid on a bi-weekly basis and pay checks shall be available on the Thursday afternoon following the close of the regular pay period unless holidays or circumstances beyond the control of the City occur, in which case all necessary action will be taken to insure that individual pay checks are available with a minimum of delay.

B. Direct deposit of paychecks into individual bank accounts shall be an option available to employees.

C. All compensation for a given pay period shall be included in one pay check unless the City finds that under a given circumstance, more than one check should be issued. Payment for buy-out of leave time or other special pay (including corrections of any error) may be paid by separate check. An employee may receive a separate check for compensatory time buy-out provided that the employee submits a written request to the Finance Division for such payment at least one week prior to the end of the payroll period.

51. PAY STATUS

An affected employee is considered to be in pay status and eligible for benefits under any of the following circumstances:

(1) While working regular hours
(2) While on authorized Leave Bank hours
(3) While on authorized Injured on Duty IOD status
(4) While on authorized jury duty

The City Manager may authorize coverage of benefits on an individual basis for appropriate occasions for employees on authorized leave without pay for a period of up to four (4) months.

52. OUTSTANDING OBLIGATIONS UPON TERMINATION

If any affected employee has any outstanding obligations due to the City, such as advance use of any benefits subject to pro-rata distribution based on the proportion of the fiscal year served or lost or damaged equipment, at the time of termination, such amounts shall be

deducted from the cash value of any accumulated or unused compensatory time, vacation or base wages prior to final payment of such amounts to the employee.

53. MINOR MODIFICATION OF WORK SCHEDULES

Notwithstanding Article 6 of this Memorandum, the City Manager or his designee may, with the agreement of the Affected Employee, make minor modifications to the affected employee's work schedule with respect to lunch hours, starting and/or ending times. Management will make every effort to "group" modified work schedules for Public Works employees, i.e., if an employee is to start work at 5:00 a.m. for street painting and the job will last 3 days, all 3 days will be scheduled consecutively.

54. LAYOFF PROCEDURES

A. Whenever, in the judgment of the City Council, it becomes necessary in the interest of the economy, or because of the necessity for a position to no longer exist, the City Council may abolish any position in the competitive service; and the employee holding such position for employment may be laid-off without taking disciplinary action or the right of appeal. The layoff will be made in accordance with the relative seniority of the employees in the affected class as determined by the City Manager.

B. The City agrees to inform the Union when changes occur which result in layoff(s) affecting the employee(s) covered by this MOU. The City shall provide the Union, at least thirty (30) calendar days prior to the effective date, the designation of class(es) affected by layoff(s).

C. The City shall give all employees affected by layoff at least thirty (30) calendar days written notice of impending layoff. The notice shall include the following:

- The effective date of the layoff
- The reason for the layoff
- The vacant job classifications, if any, for which the employee may qualify
- A statement that the employee being laid off shall be placed on a re-employment list for one (1) year.

D. If affected employee demotes/transfers into another position within the organization that he/she held in the past and has had a satisfactory or better performance evaluation in the past twelve (12) months, the affected employee will not be put on probation.

E. If affected employee is hired into another classification, for which he/she has had to compete, the probationary period shall be only six months.

55. EMPLOYEE ASSISTANCE PROGRAM

The City and the representative organization agree that assisting employees to function at their peak level of efficiency and to maintain the highest level of both physical and psychological health and wellness is of great importance to the City, the representative organization and individual employees. In recognition of this understanding, the City agrees, in consultation with the representative organization to establish an Employee Assistance Program (EAP) for all regular employees. Contract costs for the basic EAP program shall be paid by the City and specialized, extended services shall be the employee's responsibility.

56. PARTICIPATION IN CITY-SPONSORED PARKS AND RECREATION PROGRAMS

The City agrees to provide special employee rates to all eligible full-time employees and their immediate family members who wish to participate in City-sponsored Parks and Recreation Department Programs.

A. Eligible employees will receive a fifty percent (50%) discount on tuition only for City sponsored programs, not limited to but including the Swim Team, Aqua Camp, Junior Life Guard Program, After School Program and various other City-offered recreation programs.

B. The annual fee for Community Pool Family Membership will be discounted Seventy-five percent (75%).

C. Regular recreation rental equipment will be available at fifty percent (50%) discount of the regular rental rate during normal rental business hours.

D. Should other recreational programs be offered in-house by the City, these may be included under the terms of this Memorandum.

57. SAFETY EQUIPMENT

A. All newly employed Public Works employees shall be furnished a complete set of personal safety equipment consisting of the following items:

1 each Respirator Kit
1 pair protective goggles
1 each hard hat
1 pair safety glasses (if required)
1 pair steel-toe work boots
1 pair rubber work gloves
1 set ear plugs
1 safety vest
1 set rain gear
1 pair steel-toe rain boots
1 pair leather work gloves
5 pair work socks

B. Subject to inspection and approval by the Public Works Supervisor or Public Works Director, the City will pay for replacement of any personal safety equipment listed in section A.

C. Following successful completion of probation and gaining regular status, in addition to replacement of the safety equipment listed in section A, the City will review and authorize when determined appropriate by the Public Works Director, responsible and appropriate requests for optional personal safety equipment. The City agrees to establish an optional equipment replacement fund to the credit of each affected employee in the amount of $350 per fiscal year for each year of this Memorandum for direct purchase through the City for costs of optional personal equipment as identified herein.

D. Equipment purchased under the provisions of this article shall become the personal property of the employee to be used for work purposes. There shall be no cash out or carry-over of the optional equipment replacement fund. The benefit will be prorated to date of regular status.

E. Optional personal safety equipment items may include work belt, winter safety jacket, safety color baseball cap, safety color sweat shirt or heavy shirt or other personal safety equipment. Any such purchases will be subject to the prior approval of the Public Works Director or his authorized representative.

F. The replacement of personal and/or optional personal safety equipment must be reasonable in purchase price.

G. If prescription safety glasses are required and/or necessary, the City will pay the cost for the prescription safety glasses and may require the employee to purchase it at a vendor where the City has special purchase discounts. Prescription safety glasses provided under this provision are not considered optional personal safety equipment.

H. Nothing in the foregoing provisions shall alter or otherwise modify an employee's obligation to maintain his/her safety equipment in an acceptable working condition. Supervisors shall have the responsibility to ensure that employees are using appropriate safety equipment. If an employee does not possess or is not using appropriate safety equipment, the employee may be placed on unpaid leave until such time as he/she purchases the necessary equipment.

I. It is the City's practice under paragraph A to authorize boot purchases not exceeding a cost of $200; however, as an alternative, City will pay up to a maximum of $300.00 every two years for the purchase of one pair of resoleable boots. If an employee desires to purchase a boot that exceeds the resoleable boot maximum, the employee may use up to $100.00 from the employee's optional equipment replacement fund, subject to the process and limitations in paragraph C.

City will pay up to a maximum of $200.00 for one pair of rubber rain boots, as specified in Paragraph A. Employees shall purchase rain boots that meet standard boot safety requirements.

Boots shall be replaced by the City when necessary due to damage or wear, as determined by City. City will pay for the cost of resoling boots as determined necessary by City. Employees shall inform City of any damage or wear issues with boots.

58. SAFETY TRAINING

The City agrees to provide at least one-hour per calendar month during normal working hours for formal safety meetings of public works employees. There is no intention by this article to limit maximum number of hours during normal working hours that such safety meetings may be held and such maximum limits, if any, shall be determined by management as deemed necessary and in the best interest of the City. (See Article 6.)

59. UNIFORM MAINTENANCE

The City and the Union agree that employees required by the City to wear field uniforms furnished by the City, shall have the full cost of the uniform maintenance paid by the City.

Field uniforms are not to be worn off-duty. If uniform is worn going to and from work, in order to not give the appearance of an employee being on duty when he is officially off duty, the City's uniform insignia or badge must not be visible.

The City retains full and complete control over the administration of the uniform maintenance program. Uniforms must be turned in each week for cleaning and maintenance.

60. POTENTIAL CONTAGIOUS ILLNESS

The City recognizes that any employee who reports to work displaying symptoms of potentially contagious illness should avoid close personal contact with others and such employee shall be encouraged to see a physician. This does not preclude in any way management's right to direct City employees.

61. SPECIAL LICENSE

In the event that any special licenses are required in the future for application of chemicals by Public Works personnel, the City agrees to meet and confer on that issue prior to making any final determinations regarding such license requirements.

62. HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITY

A. The parties agree that prior to scheduling any employee to work at the Household Hazardous Waste Facility the City will provide all necessary training in the handling of household hazardous waste materials relative to the collection and cataloging of household hazardous waste materials and proper management of the facility.

B. Employees assigned to the Collection Facility will be compensated an additional five percent (5%) of their hourly rate of pay on the scheduled work date for actual hours worked.

63. ANNUAL PULMONARY FUNCTIONAL TESTS

Maintenance Workers in the Public Works Unit shall receive an annual Respirator Clearance examination (pulmonary function test) at City expense, including appropriate medical testing to determine cardiopulmonary health of the individual as recommended by the medical facility. The City will schedule the necessary appointment through a medical facility. In addition, respiratory kits will be tested and fitted annually.

64. PRESERVATION OF UNION WORK DUTIES AND POSITIONS

City will reasonably attempt to provide the Union 30 days' advance notice and an opportunity to discuss any proposed decision to contract out work ordinarily performed by employees covered under the MOU as a regular part of their job duties. City will meet and confer over the effects of any decision to contract out such work to the extent required by law. These provisions shall not apply to contracting out work for limited projects and due to emergency situations as determined by the City.

APPENDIX A

CITY OF CARPINTERIA

APPROPRIATE UNIT CLASSIFICATIONS

CARPINTERIA GENERAL SERVICES EMPLOYEES UNIT

POSITION TITLE

Administrative Assistant
Community Development Department

Receptionist/Office Assistant

CARPINTERIA PUBLIC WORKS EMPLOYEES UNIT

POSITION TITLE

Lead Maintenance Worker

Maintenance Worker II

Maintenance Worker I

CARPINTERIA PARKS AND FACILITIES EMPLOYEES UNIT

POSITION TITLE

Senior Parks and Facilities Maintenance Technician

Parks and Facilities Maintenance Worker

EXCLUSIVE UNIT REPRESENTATIVE

Service Employees International Union - Local 620

Dated and Certified By:

_____
David Durflinger
City Manager

_____
Dated

APPENDIX B

City of Carpinteria
Policy on Public Employee Personal Use of Telecommunication Equipment, Electronic Mail, Voice-Mail and other computer systems

PURPOSE

City-owned telecommunication equipment, computer hardware and software is intended to be used for business purposes. Electronic mail, known commonly as e-mail, is now a primary vehicle for communication in the workplace. As the use of e-mail increases, the need for a comprehensive policy clarifying the City's policy on personal use of City equipment becomes important to clarify the rights and obligations of employees and as a protection from potential liability for employers.

POLICY

The City of Carpinteria maintains and utilizes, as part of its operations, a computer system, voice-mail, e-mail and other systems. These systems are provided to assist employees in the conduct of City business. All computers and data stored on them, as well as all voice-mail and data stored on it, remain at all times, the sole property of the City of Carpinteria. As such, all voice-mail, e-mail and other messages composed, created, sent and received are, and remain, the property of the City of Carpinteria.

Use of computer systems, including voice-mail and e-mail systems, the Internet and other telecommunications capabilities for the conduct of personal business is discouraged and is to be limited to emergencies or urgent matters. All employees should be cognizant of the fact that the City of Carpinteria retains the right to inspect messages transmitted over or stored on the City's system without prior notice to employees and, further, that under certain circumstances, communications sent by e-mail may be discoverable in lawsuits and, under the California Public Records Act, the media or members of the public may obtain copies of certain employer e-mail records that qualify as documents required to be disclosed under the act.

Abuse or improper use of the computer systems, such as unprofessional or sexually explicit comments, messages that are derogatory, defamatory or obscene or otherwise inappropriate, is prohibited.

- *Except* for the right of the City of Carpinteria to access voice-mail and e-mail messages as described in this policy, all messages sent by voice-mail and e-mail are considered to be confidential and, as such, are to be accessed only by the addressed recipient or at the direction of the addressed recipient. Information or messages from a voice-mail or e-mail system will be revealed only to authorize personnel and disclosed only on a legitimate need-to-know basis.

- Although voice-mail, e-mail and other computer systems may accommodate the use of passwords for security, the reliability of passwords for maintaining confidentiality cannot be guaranteed. All passwords must be made known to the City in writing and passwords not known to the City may not be used. The use of encryption software is prohibited unless approved, in writing, by the City.

- The City reserves the right to monitor, review and audit all City equipment and matters sent over and/or stored in the system to ensure that these media are being used in compliance with the law and the City policy.

- Voice-mail, e-mail and other computer generated or stored messages may not contain material that may reasonably be considered offensive or disruptive to any employee, including, but not limited to, sexual comments or images, racial slurs, gender-specific comments or any comments that might offend someone based on his/her age, gender, sexual orientation, race, religious or political beliefs, national origin or disability.

- Employees may not install software on the computer system, even on a temporary basis, without the written approval of the City.

APPLICATION

This policy applies to all employees and applicants for positions with the City of Carpinteria.

The City reserves the right to prohibit the use of voice-mail and e-mail for the conduct of personal business when deemed appropriate.

EMPLOYEE RESPONSIBILITY

- Employees will be required to acknowledge that they have read, understand and will abide by the agency's technology policy. Violation of the policy may result in discipline, up to and including dismissal.

- To the extent that, under some circumstance, an employee is allowed to use e-mail for personal purposes the employee does so at his or her own risk. Employees should be aware that deletion of a message or file may not fully eliminate the message from the system.

- Employees learning of any misuse of the voice-mail, e-mail or other computer system or violations of this policy shall immediately notify the City Manager or his/her designee.

MANAGEMENT RESPONSIBILITIES AND GUIDELINES

Management and supervisors are responsible for reasonable enforcement of this policy. Any e-mail information or messages revealed or disclosed under this policy are considered to be of a confidential nature.

EMPLOYEE ACKNOWLEDGEMENT

I have read, understand and agree to abide by the foregoing City policy regarding Public Employee Use of Telecommunication Equipment, Electronic Mail, Voice-Mail and Computer Systems.

_____
Print Name

_____
Signature Date

APPENDIX C

City of Carpinteria
Human Resources Division
5775 Carpinteria Ave.
Carpinteria, CA 93013
(805) 684-5405 x 404

MEMORANDUM **DATE:** June 8, 2012

TO: Cynthia Goena, Bruce Corsaw, SEIU Representatives
Lorena Esparza, Luis Mendoza, Employee Representatives

FROM: David Durflinger, City Manager

RE: Labor Management Committee

The parties agree to meet in a joint Labor/Management Committee to discuss issues of mutual concern. The Labor Management Committee shall be comprised of two (2) members of the Union, a Union Representative, the Human Resources/Risk Manager and the City Manager or his designee. The purpose of the Committee is to discuss issues that contribute to or detract from positive, productive employee-employer relations involving employees in the Union, and to discuss budget update information. The Committee shall meet in October and April of each year, and as needed at other times by mutual agreement. The Committee shall meet during normal working hours, and the employees shall be entitled to release time in accordance with section 19 of this Agreement. Meetings under this provision shall not be considered meet and confer sessions.

APPENDIX D

CITY OF CARPINTERIA

GENERAL SERVICES, PUBLIC WORKS, PARKS AND FACILITIES
EMPLOYEE CLASSIFICATION PLAN

ANNUAL BASE COMPENSATION (EFFECTIVE JULY 1, 2021)

POSITION		A STEP	E STEP
Receptionist/Office Assistant	GS 100	$40,930.80	$49,751.64
Maintenance Worker I	PW 102	$43,002.93	$52,270.33
Parks & Facilities Maintenance Worker	PF 102	$43,002.93	$52,270.33
Maintenance Worker II	PW 108	$49,870.20	$60,617.54
Lead Maintenance Worker	PW 111	$53,610.48	$65,163.87
Senior Parks & Facilities Maintenance Technician	PF 111	$53,610.48	$65,163.87
Administrative Assistant (CDD)	GS 112	$55,971.19	$68,033.33

APPENDIX E

PROHIBITION OF HARASSMENT, DISCRIMINATION AND RETALIATION POLICY

A. PURPOSE

It is the City's intent and the purpose of this Policy to provide all employees, officers and officials, applicants, interns, volunteers and contractors with an environment that is free from any form of unlawful harassment, discrimination or retaliation as defined in this Policy and as provided under federal and state law. This Policy prohibits unlawful harassment or discrimination on the basis of any of the following protected classifications: an individual's race, religion, color, sex (which includes gender, pregnancy, childbirth or related medical conditions), gender identity or expression, sexual orientation, national origin, ancestry, citizenship status, military and veteran status, veteran status, marital status, age for individuals over forty years of age, medical condition, physical or mental disability (whether perceived or actual), genetic information, and any other factor made unlawful by federal, state, or local law.

It is also the policy of the City to provide a procedure for investigating and addressing complaints of alleged harassment, discrimination and retaliation in violation of this Policy. The protection from harassment and discrimination includes protection from retaliation against an employee for his or her having taken action either as a complainant, or for assisting a complainant in taking action, participating in an investigation, or for acting as a witness or advocate on behalf of an employee in a legal or other proceeding to obtain a remedy for a breach of this Policy.

B. POLICY

The City has zero tolerance for any conduct that violates this Policy. Conduct need not rise to the level of a violation of law in order to violate this Policy. Instead, a single act can violate this Policy and provide grounds for discipline or other appropriate sanctions. If you are in doubt as to whether or not any particular conduct may violate this Policy, contact a manager, department head, or the Human Resources/Risk Manager, and, if applicable, do not engage in the conduct and seek guidance from a manager, department head or the Human Resources/Risk Manager.

C. DEFINITIONS

a. Protected Classifications:

This Policy prohibits harassment or discrimination because of an individual's protected classification(s). "Protected Classification" includes race, religion, color, sex (which

includes gender, pregnancy, childbirth or related medical conditions), gender identity or expression, sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, citizenship status, military status, veteran status, marital status, age, medical condition and physical or mental disability (whether perceived or actual).

b. Policy Coverage:

This Policy prohibits City officials, officers, employees, interns and contractors from harassing or discriminating against applicants, officers, officials, employees, interns and contractors because: (1) of an individual's Protected Classification, (2) of the perception that an individual has a Protected Classification, or (3) the individual associates with a person who has or is perceived to have a Protected Classification. Third parties such as visitors to City Hall are also prohibited from engaging such harassment or discrimination. Any such alleged harassment or discrimination should be reported immediately as provided in this Policy.

c. Discrimination:

This Policy prohibits treating individuals differently or otherwise discriminating against an individual because of the individual's Protected Classification as defined by this Policy.

d. Harassment:

By definition, harassment based on an individual's protected classification as defined by this policy, including sexual harassment, is not within the course and scope of an individual's employment with the City. Harassment includes verbal, physical, and visual conduct that creates an intimidating, offensive or hostile working environment or interferes with work performance. Such conduct constitutes harassment when (1) submission to the conduct is made either an explicit or implicit condition of employment; (2) submission to or rejection of the conduct is used as the basis for an employment decision; or (3) the harassment interferes with an employee's work performance or creates an intimidating, hostile or offensive work environment. Harassing conduct can take many forms and includes, but is not limited to, slurs, jokes, statements, gestures, pictures, or cartoons regarding an employee's Protected Classification. The following are some examples of behavior that can constitute harassment:

a. Verbal harassment, such as epithets (nicknames and slang terms), derogatory or suggestive comments, jokes or slurs, including graphic verbal commentaries about an individual's body, or that identify a person on the basis of his or her Protected Classification. Verbal harassment may include comments on appearance and stories that tend to disparage those of a Protected Classification.

b. Visual forms of harassment, such as derogatory posters, notices, bulletins, cartoons, drawings, sexually suggestive objects, or e-mails on the basis of a Protected Classification.

c. **Physical harassment**, such as assault, touching, impeding or blocking movement, grabbing, patting, propositioning, leering, making express or implied job related threats in return for submission to physical acts, mimicking, taunting, or any physical interference with normal work or movement.

d. **Sexually harassing conduct** in particular includes all of these prohibited actions as well as other unwelcome conduct such as requests for sexual favors, unwelcome sexual advances, or verbal or physical conduct of a sexual nature (like name calling, suggestive comments, or lewd talk).

e. **Romantic or sexual relationships** between supervisors and subordinate employees are discouraged. There can be an inherent imbalance of power and potential for exploitation in such relationships. The relationship may create an appearance of impropriety and lead to charges of favoritism by other employees. A welcome sexual relationship may change, with the result that sexual conduct that was once welcome becomes unwelcome and harassing. To avoid possible claims of sexual harassment, if a supervisor or manager intends to enter into a romantic or sexual relationship with a subordinate employee, the supervisor or manager must inform the Human Resources/Risk Manager so that appropriate steps can be taken to minimize the risk of possible claims of sexual harassment.

D. RETALIATION

Retaliation against an employee who reports or provides information in good faith about harassment or discrimination is strictly prohibited, as is retaliation against an employee for his or her having taken action either as a complainant, or for assisting a complainant in taking action, participating in an investigation, or for acting as a witness or advocate on behalf of an employee in a legal or other proceeding to obtain a remedy for a breach of this Policy. Any act of retaliation violates this Policy and will result in appropriate disciplinary action. Examples of actions that might be retaliation against a complainant, witness or other participant in the complaint process include: (1) singling a person out for harsher treatment; (2) lowering a performance evaluation; (3) failing to hire, failing to promote, withholding pay increases, assigning more onerous work, abolishing a position, demotion or discharge; or (4) real or implied threats of intimidation to prevent an individual from reporting harassment or discrimination.

Before a supervisor or manager attempts to insulate or protect a complainant by changing his or her work environment or schedule or duties or by transferring the complainant to another position or location, the supervisor or manager should contact the Human Resources/Risk Manager.

E. REPORTING HARASSMENT, DISCRIMINATION OR RETALIATION

An applicant, employee, officer, official, intern, volunteer or contractor who feels he or she has been harassed, discriminated against or retaliated against in violation of this Policy

should report the conduct immediately as outlined below so that the complaint can be resolved quickly and fairly.

All employees involved in the complaint process may be represented by a person of their choosing and at their own expense.

1. Object to the Conduct

Sometimes an individual is unaware that his/her conduct violates this Policy. In these situations the offensive behavior may be eliminated by simply informing the offender that the conduct or language in question is unwelcome and offensive and request that it be discontinued immediately.

A person who believes he/she is being harassed is encouraged, but is not required to use this process. When the conduct in question continues after the offending person has been informed it is offensive, or if a person does not feel comfortable talking to the offending person directly, the employee should make a report in accordance with subsection 2 or 3 below.

2. Oral Report

If a person who believes that this Policy has been violated does not want to first speak with the offending person, he/she should report the conduct to a supervisor, any City management employee, or the Human Resources/Risk Manager. Any supervisory or management employee who receives such a report must in turn direct it to the Human Resources/Risk Manager. The Human Resources/Risk Manager will determine what level of investigation and response is necessary.

3. Written Process

An individual who believes this Policy has been violated and does not feel comfortable using the process outlined above may provide a written complaint to a supervisor, or any management employee who in turn must direct the complaint to the Human Resources/Risk Manager, or to the Human Resources/Risk Manager directly.

F. CITY'S RESPONSE TO COMPLAINT OF HARASSMENT, DISCRIMINATION OR RETALIATION

1. Investigation

Upon receipt of a complaint of alleged harassment, discrimination or retaliation, the Human Resources/Risk Manager will be responsible for coordinating a thorough investigation (unless he/she is named in the complaint). The Human Resources/Risk Manager may hire an outside investigator if the City deems appropriate. The type of an investigation undertaken, and the party chosen to conduct the investigation will depend on

the nature of the complaint made and will be determined by the Human Resources/Risk Manager. The Human Resources/Risk Manager will report the status of investigations to the City Manager as appropriate.

The Human Resources/Risk Manager in concurrence with the City Manager, may take interim action to diffuse volatile circumstances, such as placing the alleged perpetrator on paid administrative leave or temporarily transferring the alleged perpetrator. Generally, no interim action should be taken to change the complaining individual's working conditions unless the complaining individual voluntarily consents to the temporary change or the Human Resources/Risk Manager determines that doing so is appropriate under the circumstances.

The City attempts to take a proactive approach to potential Policy violations and may conduct an investigation regarding possible harassment, discrimination or retaliation in appropriate circumstances, regardless of whether or not the recipient of the alleged action or a third party reports a potential violation.

At the conclusion of the investigation, if it is determined that the alleged conduct did not occur or that this Policy was not violated, the Human Resources/Risk Manager will notify the complainant and the alleged perpetrator, if appropriate, of the general conclusion(s) of the investigation and whether any further action is warranted.

2. Remedial and Disciplinary Action

If the investigation determines that the alleged conduct occurred or that the conduct otherwise violated this Policy, the City will notify the complainant and perpetrator of the general conclusion(s) of the investigation and take effective remedial action that is designed to discipline the perpetrator and deter future violations of this Policy. Any employee or officer determined to have violated this Policy will be subject to disciplinary action, up to and including termination. Disciplinary action may also be taken against any official, supervisor or manager who condones or fails to report potential violations of this Policy, or who otherwise fails to take appropriate action to enforce this Policy.

Any official contractor or other non-City employee found to have violated this Policy will be subject to appropriate sanctions.

3. Confidentiality

Every reasonable effort will be made to assure the confidentiality of complaints made under this Policy. Complete confidentiality cannot occur, however, due to the need to fully investigate potential Policy violations and take effective remedial action.

G. RESPONSIBILITIES OF EMPLOYEES, MANAGEMENT AND SUPERVISORY EMPLOYEES

1. Employees

In order to establish and maintain a professional working environment, while at the same time preventing harassment, discrimination, and retaliation, employees are expected to:

- Set an example of acceptable conduct by not participating in or provoking behavior that violates this Policy. Try not to be angry or insulted if an individual tells you that your behavior is offensive. People have different ethical values and standards and may be offended by behavior you think is proper. When appropriate, tell the individual you did not realize your behavior was offensive, and immediately cease the conduct.

- Let fellow employees know when you consider behavior offensive. The City hires people from a wide variety of cultural and ethnic backgrounds, and an individual may not realize behavior he or she thinks is proper could be seen by others as offensive.

- Report harassment, discrimination or retaliation as quickly as possible, whether the reporting employee is the target of the conduct or a witness.

- If an employee witness's harassment, he or she should report it to a supervisor, manager or the Human Resources/Risk Manager, and may tell the individual being harassed that the City has a policy prohibiting such behavior, and that he or she can demand that the harasser cease the behavior or report is under this Policy.

- Fully cooperate with the City's investigation of complaints made under this Policy.

2. Managers and Supervisors

In addition to the responsibilities listed above, managers and supervisors are responsible for the following:

- Implementing this Policy by taking all complaints seriously and modeling behavior that is consistent with this Policy. Direct all complaints to the Human Resources Administrator.

- Take positive steps to eliminate any form of harassment, discrimination or retaliation observed or brought to his/her attention.

- No department director, manager, supervisor or other employee may retaliate through any action of intimidation, restraint, coercion or discrimination.

- Monitoring the work environment and taking appropriate action to stop potential Policy violations.

- When appropriate, follow up with those who have complained to ensure the behavior complained of has ceased.

H. Option to Report to Outside Administrative Agencies

Sexual harassment and retaliation for opposing sexual harassment or participating in investigations of sexual harassment are illegal. In addition to notifying the City about harassment or retaliation complaints, affected employees may also direct their complaints to the California Department of Fair Employment and Housing (DFEH), which has the authority to conduct investigations of the facts. The deadline for filing complaints with the DFEH is one (1) year from the date of the alleged unlawful conduct. If the DFEH believes that a complaint is valid and settlement efforts fail, the DFEH may seek an administrative hearing before the California Fair Employment and Housing Council (FEHC) or file a lawsuit in court. Both the FEHC and the courts have the authority to award monetary and non-monetary relief in meritorious cases. You can contact the nearest DFEH office or the FEHC at the locations listed in the City's DFEH poster or by checking the state government listings in the local telephone directory.

APPENDIX F

RETURN TO WORK POLICY

Purpose

The purpose of this policy is to establish guidelines that the City may follow, should an employee have an extended absence due to illness or injury.

The City strives to assist employees to return to work at the earliest possible date following an injury or illness. However, this policy is not intended to supersede or modify the procedures applicable to employees eligible for reasonable accommodation or covered under leave provisions under the terms of this MOU or federal or state law.

The City cannot guarantee a transitional position and is under no obligation to offer, create or encumber any specific position for purposes of offering placement to such a position.

Inquiries about the reasonable accommodation for disabilities or employee leave rights should be directed to the Human Resources Department (HR).

Transitional Work

The City defines "transitional work" as temporary, light duty and/or modified work assignments within the employee's physical abilities, knowledge and skills.

When possible, in the discretion of the City, transitional positions will be made available to injured workers to minimize or eliminate time lost from work.

The policy only applies to regular full- and part-time employees who are on leave as a result of injury or illness.

In the event an employee refuses transitional work (outside the qualified employee's FMLA/CFRA benefits period) and the employee satisfies the restrictions and ability to perform the transitional position, the City is not obligated to provide an alternative position. In such cases, the City will notify the insurance carrier of the employee's refusal of the transitional work.

Procedures

To obtain a transitional assignment the employee must provide a statement from the employee's treating health care professional containing the following information:

a) That treating health care professional has reviewed the employee's job description;

b) That the employee cannot perform all of the essential functions of her/his job, identifying which essential functions cannot be performed;

c) When the employee will be able to resume performing all essential functions of her/his job, with or without accommodation, and if accommodation will be required, the nature of that accommodation;

d) If the treating health care practitioner cannot determine when the employee will be able to resume performing all essential functions of her/his job, when the employee will next be evaluated for that purpose;

e) In addition, all other work limitations, such as restrictions on lifting, standing, sitting, walking, hours that can be worked and the like, so that the nature of possible transitional employment can be evaluated, and how long each of those limitations will be in place; and

f) Any other limitation of the employee's ability to perform work for the City in a transitional position

If the treating health care provider provides the above information to the satisfaction of the City, and releases the employee to return to work on modified duty the City will review the information to determine if a transitional position for the employee is appropriate and transitional work falls within City business needs. Transitional positions are developed based on the physical capability of the worker, the business needs of the City and the availability of transitional work. The City will determine appropriate work hours, shifts, duration and locations of all work assignments. The City reserves the right in its sole discretion to determine the availability, appropriateness and continuation of all transitional work assignments. The assignment to a transitional position cannot exceed 6 months.

If the employee is offered a transitional position, a transitional position job description, including physical requirements, will be prepared for review and approval by the treating health care provider. Once approved, the employee will be provided a letter noting the treating health care provider's approval and the start date, hours, wage, duration and location of the transitional work assignment. The employee will be asked to sign the letter indicating his or her acceptance or refusal of the transitional work job offer and to return the letter to HR.

Any employee returning to a transitional position must not exceed the duties of the position or go beyond the doctor's restrictions. If any medical restrictions change, the employee must immediately notify his or her supervisor and provide the supervisor a copy of the new medical release. If, in the judgment of the City, the employee is unable to satisfactorily perform the duties of the transitional position, the City may end the employee's transitional work assignment. The City will keep its insurance carriers apprised of relevant information related to the provisions of this section and its application to employees.

APPENDIX G

SUBSTANCE ABUSE POLICY

This policy sets forth the rights and obligations of City employees. Employees should familiarize themselves with the provisions of this policy BECAUSE COMPLIANCE WITH THIS POLICY IS A CONDITION OF EMPLOYMENT.

I. PURPOSE

The City of Carpinteria, in its efforts to provide a drug and alcohol free environment, has adopted this Drug and Alcohol Free Workplace Policy. It is the purpose of this policy to eliminate alcohol and drug abuse by City Employees and its effects in the workplace. The presence of drugs and alcohol on the job and the influence of these substances on employees during working hours jeopardizes the safety of employees, the public, and the efficiency of City operations. It is the intent of the City, in adopting this policy, to meet the requirement of the Drug Free Workplace Act of 1988 (41 U.S.C. Section 701-707).

II. POLICY

In recognitions of the duties entrusted to the employees of the City of Carpinteria and with knowledge that drugs and alcohol hinder a person's ability to perform job related duties safely and effectively, the City of Carpinteria adopts the following policy:

1. The use, possession, manufacture, dispensation or distribution of drugs and alcohol is prohibited:

    a. in the workplace;

    b. while on City time;

    c. in City vehicles or facilities except as defined in City's facilities use policies;

    d. prior to coming to work, so that the employee's performance is impaired.

2. The City is committed to providing reasonable accommodation to those employees whose drug or alcohol problem classifies them as disabled under federal law.

3. The City has established a voluntary Employee Assistance Program (EAP) to assist those employees who voluntarily seek help for alcohol or drug

problems (as well as for a variety of other personal problems). Employees may seek confidential assistance from the EAP counselor.

III. APPLICATION

1. This policy applies to all full time, part time and temporary employees, and to all applicants for positions with the City. This policy applies to alcohol and all substances, drugs or medications, legal or illegal, which impair an employee's ability to effectively and safely perform his/her job duties.

2. A copy of this policy will be provided to all City employees.

3. A drug-free awareness program will be established to inform employees of the dangers and penalties of drug use in the workplace and of available counseling, rehabilitation and employee assistance programs.

4. Violations of the policy may result in disciplinary action being taken, up to and including termination.

IV. DEFINITIONS

For the purposes of this policy:

"Illegal drugs" means any drug or controlled substance that is not legally obtainable or is legally obtainable but has not been legally obtained. Consistent with federal law, marijuana is considered an illegal drug, and consistent with the Federal Drug-Free Workplace Act of 1988 and the California Drug-Free Workplace Act, the restrictions related to illegal drugs under this Policy also apply to marijuana.

A. EMPLOYEE QUESTIONS

Employees shall refer any questions regarding rights and obligations under this policy to Human Resources or to the union.

B. PROHIBITIONS

The following conduct is prohibited and may result in discipline, up to and including termination:

1. The use, possession, manufacture, dispensation or distribution of drugs and alcohol is prohibited:

   a. in the workplace;

   b. while on City time;

c. in City vehicles or facilities except as defined in City's facilities use policies;

d. prior to coming to work, so that the employee's performance is impaired.

2. Reporting for duty or remaining on duty while having an alcohol blood concentration level of 0.08 or greater.

3. Being on duty or operating a vehicle on duty while possessing alcohol.

4. Using alcohol while on duty.

5. Reporting for duty or remaining on duty when the employee used any controlled substances, except of the use is pursuant to the written instructions of a physician who has advised the employee that the substance does not adversely affect the employee's ability to perform their job.

6. Reporting for duty or remaining on duty if the employee tests positive for controlled substances.

7. Refusing to submit to any alcohol or controlled substances test required by this Policy. A covered employee who refuses to submit to a required drug/alcohol test will be treated in the same manner as an employee who tested 0.08 or greater on an alcohol test or tested positively on a controlled substances test.

A refusal to submit to an alcohol or controlled substances test required by this Policy includes, but is not limited to:

a. A refusal to provide a urine sample for a drug test;
b. An inability to provide a urine sample without a valid medical explanation;
c. A refusal to complete and sign the breath alcohol testing form, or otherwise to cooperate with the testing process in a way that prevents the completion of the test;
d. An inability to provide breath or to provide an adequate amount of breath without a valid medical explanation;
e. Tampering with or attempting to adulterate the urine specimen or collection procedure;
f. Not reporting to the collection site in the time allotted by the supervisor or manager who directs the employee to be tested (the time allotted shall be reasonable. In most cases the City will provide transportation to and from the collection site.);
g. Leaving the scene of an accident without a valid reason as to why authorization from a supervisor or manager who shall

determine whether to send the employee for post-accident controlled substances and/or alcohol test was not obtained.

C. USE OF LEGAL DRUGS

The City recognizes that it may be necessary for employees to use legal drugs from time-to-time. The City also recognizes that an employee who is using legal drugs might become impaired by the drug such that the employee's ability to perform or to perform safely would be compromised. Employee who knows or should know that their use of legal drugs might endanger their own safety or the safety of some other person, or pose a risk of significant damage to City property or the property of others, are obligated to report such use of legal drugs to Human Resources or the City Manager and obtain Human Resources' or the City Manager's consent to continue working. The City reserves the right to have a designated physician determine whether it is advisable for the employee to continue working while taking such drugs. The City further reserves the right to have the employee's physician certify that when returning from a leave of absence, the employee will not be using any legal drugs which might impair the employee's ability to perform the employee's job duties for the City.

If appropriate, the City may restrict the work activities of an employee who is using legal drugs or require that the employee take a leave of absence while taking such drugs. If the City permits an employee to work while using legal drugs, the employee still cannot report to work in any case if impaired by the use of the drugs if the impairment might endanger the employee's own safety or the safety of anyone else, pose a risk of significant damage to City property or substantially interfere with the employee's job performance or the efficient operation of the City's business. The City may require a medical certificate not medical diagnosis as a precondition to return to work.

D. CIRCUMSTANCE UNDER WHICH DRUG AND ALCOHOL TESTING WILL BE IMPOSED ON COVERED EMPLOYEES.

1. Drug and Alcohol Testing

Applicants receiving a conditional offer of employment for certain designated positions, e.g. lifeguards, swim instructors, swim coaches, shall be subject to a urine and/or blood test for the presence of illegal drugs or alcohol. The City may refuse to employ an applicant whose test results show the presence of illegal drugs or alcohol. Applicants who are under a physician's care and/or are required to take legal drugs must notify Human Resources or its designee of that fact in writing before the date of the pre-employment examination. This applies to initial appointment as a classified employee only, and not to promotion within the service.

2. Reasonable Suspicion Testing

The City may require a blood test, urinalysis, or other drug and/or alcohol screening of those employees who are reasonably suspected of using or being under the influence of a drug or alcohol at work, under the following circumstances.

a. "Reasonable suspicion" to test exists if, based on objective factors, a reasonable person would believe that the employee is under the influence of drugs or alcohol at work. Examples of objective factors, include, but are not limited to a combination of: unusual behavior, slurred or altered speech, body odor, red or watery eyes, unkempt appearance, unsteady gait, lack of coordination, sleeping on the job, a pattern of abnormal or erratic behavior, a verbal or physical altercation, puncture marks or sores on skin, runny nose, dry mouth, dilated or constricted pupils, agitation, hostility, confused or incoherent behavior, paranoia, euphoria, disorientation, inappropriate wearing of sunglasses, tremors, or other evidence of recent drug or alcohol use. If the City suspects drugs or alcohol may have played a role in an accident involving City property or equipment that will also constitute reasonable suspicion.

b. Document and Analysis: In order to receive authority to test, the supervisor must record the factors that support reasonable suspicion in writing and analyze the matter with Human Resources or the City Manager, and if they are unavailable, the Department Head. Any reasonable suspicion testing must be pre-approved by Human Resources or the City Manager, and if they are unavailable, the Department Head.

c. Testing Protocol: If the documentation and analysis show that there is a reasonable suspicion of drug or alcohol abuse at work, and Human Resources or the City Manager, and if they are unavailable, the Department Head, has approved, the employee will be relieved from duty, transported to the testing facility and to their home after the test. The employee will be placed on sick or other paid leave until the test results are received.

d. Interview of Employee: An employee shall not be asked any questions without first being offered the right to have a representative present.

3. Post-Accident Testing

Post-accident drug and alcohol testing will be conducted on employees following an accident where reasonable suspicion indicators also exist to support the testing.

Alcohol: Post-accident alcohol test shall be administered within two hours following an accident and no test may be administered after eight hours.

Drug: A post-accident drug test shall be conducted within eight (8) hours following the accident.

An accident occurs when as a result of an incident involving a vehicle operated by a covered employee:

(1) Any individual(s) receives an injury(s) requiring immediate hospital treatment, or

(2) There is a recommendation by an on scene paramedic or medical professional that individual(s) involved in the accident should see a physician for injury(s) arising out of the accident.

(3) A DMV Traffic Accident Report is required, i.e., the estimate of damage exceeds $1,000.00 or the current DMV threshold, and either law enforcement or, in the absence of law enforcement, Supervisor, makes an on scene determination that the employee is at fault.

4. Return To Duty/Follow-up Testing:

A covered employee who has violated any of the prohibitions of this policy (See Section C) may be required to submit to a return to duty test before he/she may be returned to his/her position. The test result must indicate an alcohol concentration of less than 0.08 or a verified negative result on a controlled substances test.

E. EMPLOYEE RESPONSIBILITIES:

An employee:

1. Must not report to work, or be subjected to scheduled duty while his/her ability to perform job duties is impaired due to on or off duty alcohol or drug use.

2. Must not use, possess sell, purchase, manufacture, dispense or distribute, transport drugs or alcohol

a. in the workplace, or while conducting or performing City business, regardless of location, or while operating or responsible for the operation, custody, or care of City equipment or other property;

b. on City time;

c. in City vehicles or facilities except as defined in City's facilities use policies;

d. prior to coming to work, so that the employee's performance is impaired

3. Must notify his/her supervisor, before beginning work, when drugs (prescription or non-prescription) may interfere with the safe and effective performance of duties or operation of City equipment. In the event there is a question regarding an employee's ability to safely and effective perform assigned duties while using prescribed drug, authorization from a qualified physician may be required.

4. Must notify his/her department head of any criminal drug or alcohol statue conviction, for a violation occurring in the workplace, no later than five (5) days after such conviction.

6. Who thinks he/she may have an alcohol or drug use problem is urged to voluntarily seek free confidential assistance from the City's Employee Assistance Program (EAP) counselor. It is the responsibility of each employee to seek assistance before alcohol or drug problems lead to job related performance problems.

7. Must notify his/her department head of all alcohol or criminal drug statute convictions no later than 5 days after such conviction. Off duty arrests or charges do not need to be reported and will not be used for disciplinary or employment purposes.

8. Must notify his/her supervisor, before beginning work, when drugs (prescription or non-prescription) may interfere with the safe and effective performance of duties or operation of City equipment.

9. Who thinks he/she may an alcohol or drug use problem is urged to voluntarily seek free confidential assistance from the City's Employee Assistance Program (EAP) counselor. It is the responsibility of each employee to seek assistance before alcohol or drug problems lead to job related performance problems.

F. MANAGERS' AND SUPERVISORS' RESPONSIBILITIES

1. Managers and supervisors are responsible for enforcement of this policy and will inform the Department Head and the Human Resources Manager of any violations.

2. Employees who may have a suspected alcohol or drug use problem should be encouraged to voluntarily seek confidential assistance from the City's Employee Assistance Program (EAP).

3. When an employee is involved in an accident or there is reasonable suspicion, managers and supervisor shall prevent the employee from engaging in further work, remove the employee from the workplace, and then take the employee for a drug and/or alcohol test within the timelines outlined in Section D.2 above.

   Managers and supervisors will participate in appropriate training on alcohol and drug abuse evaluation. When based on their direct observation, it is suspected that an employee may have illegal drugs, that manager would perform a written evaluation or request a trained evaluator to complete a written evaluation.

5. Managers and supervisors are responsible for complying with federal grant money including notification sanction associated with drug convictions or use of drugs in the workplace (41. U.S.C. Section 707-717).

G. PROCEDURES TO BE USED FOR DETECTION OF DRUGS AND ALCOHOL

1. Alcohol Testing:

Alcohol testing will be conducted by using an evidential breath device (EBT) approved by the National Highway Traffic Safety Administration. (Non-EBT devices may be used for initial screening tests.)

A screening test will be conducted first. If the result is an alcohol concentration level of less than 0.02, the test is considered a negative test. If the alcohol concentration level is 0.02 or more, a second confirmation test will be conducted. A positive test for alcohol means a confirmed alcohol concentration of 0.08 or more.

The procedures that will be utilized by the collection and testing of the specimen shall be the same as those required under the City of Carpinteria Drug and Alcohol Testing Policy Pursuant To Department of Transportation Regulations (49 CFR 40).

2. Drug Testing:

Drug testing will be considered pursuant to the same requirements as those required by the City of Carpinteria Drug And Alcohol Testing Policy Pursuant To Department Of Transportation Regulations (49 CFR Part 40).

a. The urine specimen will be split into two (2) bottles labeled as primary" and "split" specimen. Both bottles will be sent to the lab;

b. A positive test means a test that is positive for controlled substances under the Federal D.O.T. Urine Specimen Testing Levels. If the urinalysis of the primary specimen test positive for the presence of controlled substances, the employee has seventy-two (72) hours to request that the split specimen be analyzed by a different certified lab at the employee's cost.

c. The urine sample will be tested for the following: marijuana, cocaine, opiates, amphetamines, and phencyclidine;

d. If the test is positive for one or more of the drugs, a confirmation test will be performed using gas chromatography/mass spectrometry analysis;

e. All drug results will be reviewed and interpreted by a physician before they are reported to the employee and then to the City;

f. With all positive drug tests, the physician (a.k.a. Medical Review Officer) will first contact the employee to determine if there is an alternative medical explanation for the positive test result. If documentation is provided and the MRO determines that there was legitimate medical use for the prohibited drug, the test result may be reported to the City as "negative."

3. Confidentiality:

The confidentiality of records shall be maintained in the same manner as set forth in the City of Carpinteria Drug and Alcohol Testing Policy Pursuant to Department Of Transportation Regulations.

H. CONSEQUENCES OF FAILING/REFUSING AN ALCOHOL AND/OR DRUG TEST:

FAILING A PRE-EMPLOYMENT DRUG TEST WILL BE GROUNDS FOR REJECTION FROM EMPLOYMENT.

UPON FAILING A REASONABLE SUSPICION AND/OR POST-ACCIDENT ALCOHOL AND/OR DRUG TEST THE EMPLOYEE:

1. Will be removed from driving or operating any heavy or dangerous equipment;

2. May be disciplined up to termination. Failing/refusal to take a controlled substances/alcohol test may result in disciplinary action, up to and including termination.

3. May be allowed to sign a last chance agreement as an alternative to discipline which could require the employee to undergo treatment to cure his/her alcohol or drug abuse and be tested periodically. Generally, an employee who tests positive and has not been found to be using alcohol or drugs on-duty will be offered a last chance agreement. The City does not pay for this examination or any treatment. However, if the exam and/or treatment is covered by the employee's insurance policy, the employee may use the insurance policy to (help) pay for the covered expenses.

4. The employee may use leave bank hours compensatory time hours or leave without pay while undergoing treatment/rehabilitation.

5. May not be returned to his/her position until the employee submits to a return-to-duty controlled substances and/or alcohol test (depending on which test the employee failed) which indicates an alcohol concentration level of less than 0.08 or a negative result on a controlled substances test;

6. May be required to submit to unannounced follow-up testing after he/she has been returned to his/her safety-sensitive position for a period of one year

J. EMPLOYEE ASSISTANCE PROGRAM (EAP)

The City has established an Employee Assistance Program to help employees who need assistance with alcohol and controlled substance abuse. Employees are encouraged to contact the Human Resources/Risk Manager for the number of the current EAP provider.

APPENDIX H

CELL PHONE USE POLICY

The City may provide certain employees with cellular phones that are to be used only for official City business. The City recognizes that employees may need to use their personal cell phone during working hours due to particular family or personal situations. Employees should limit their use of personal cell phones during working hours to reasonably necessary communications, and an employee's use of her/his personal cell phone should not interfere with City operations or the employee's performance of his/her job duties. If an employee abuses his/her use of his/her personal cell phone during working hours, the City Manager, in her/his discretion, may require that the employee not use his/her personal cell phones during working hours.

In compliance with California Motor Vehicle Code 23123, employees are not to dial cell phones while driving, except to call a public safety agency. Employees may not receive incoming calls unless the cell phone can be safely operated in a hands free mode. For employees with hands free cell phone operation, in the event an employee receives an incoming call while driving, the employee should either safely pull off the road to converse, inform the caller that he or she will return the call, or ask the caller to call again to allow the employee to reach a place where it is safe to use the phone. While driving, employees are prohibited from using their cell phones to text message, read or send email, or similar operations. While driving, employees are also prohibited from engaging in any activity or conduct that would constitute distracted driving or otherwise constitute an unsafe driving practice.

APPENDIX I

CITY PROPERTY POLICY

Desks, file cabinets, lockers, computers, tools and other equipment are property of the City and must be maintained in good condition in accordance with the City's rules and regulations. They must be kept clean and are to be used only for work-related purposes. If City property is lost or damaged, report it to your supervisor at once. No City property may be removed from the premises without the prior authorization of your supervisor.

In order to ensure compliance with this provision and with the City's rules and regulations, the City reserves the right to inspect all City property, without notice to the employee and/or in the employee's absence.

For security reasons, personal belongings of value should not be left in the workplace.

Employees should take reasonable steps to protect City property from theft. Employees should immediately inform management if theft of City property is suspected. However, employees should not attempt to stop the theft of City property if doing so poses any risk whatsoever of endangering the safety of the employee or others.

Immediately upon termination of employment, all property of the City (keys, tools, manuals, etc.) must be returned to the City. All personal items should be removed at the time terminated employees leave the premises of the City. Unless otherwise agreed to in writing, if a terminated employee leaves personal items at the workplace, these items are subject to disposal if not removed within five (5) days of the date of the employee's termination.

APPENDIX J

REASONABLE ACCOMMODATION POLICY

The City of Carpinteria is committed to ensuring equal employment opportunities for disabled applicants and employees. It is the policy of the City of Carpinteria to comply with the Federal Americans with Disabilities Act ("ADA") and the California Fair Employment and Housing Act ("FEHA"). Every reasonable effort will be made to provide an accessible work environment for such employees and applicants. The City of Carpinteria will not discriminate against disabled employees. The City of Carpinteria provides reasonable employment-related reasonable accommodation(s) to permit an applicant or employee to perform the essential functions of the job, as defined by law, to qualified individuals with disabilities, and will engage in the interactive process within the meaning of the ADA and FEHA.

ATTACHMENT B

Classification and Compensation tables for Service Employees International (SEIU) Local 620 for Fiscal Year 2021-2022.

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City of Carpinteria
SEIU Represented Employees
Classification and Compensation Information
Effective July 1, 2021

Position	Range	Step	Annual Compensation	Hourly Rate
General Services Receptionist/Office Assistant Administration				
	100	A	$40,930.80	$19.6783
	100	B	$42,977.34	$20.6622
	100	C	$45,126.21	$21.6953
	100	D	$47,382.52	$22.7801
	100	E	$49,751.64	$23.9191
Position	**Range**	**Step**	**Annual Compensation**	**Hourly Rate**
Public Works Maintenance Worker I				
	102	A	$43,002.93	$20.6745
	102	B	$45,153.08	$21.7082
	102	C	$47,410.73	$22.7936
	102	D	$49,781.27	$23.9333
	102	E	$52,270.33	$25.1300
Position	**Range**	**Step**	**Annual Compensation**	**Hourly Rate**
Public Works Maintenance Worker II				
	108	A	$49,870.20	$23.9761
	108	B	$52,363.71	$25.1749
	108	C	$54,981.90	$26.4336
	108	D	$57,730.99	$27.7553
	108	E	$60,617.54	$29.1430

Position	Range	Step	Annual Compensation	Hourly Rate
Public Works Lead - Maintenance Worker				
Parks & Recreation Sr Parks & Facilities Maintenance Technician				
	111	A	$53,610.48	$25.7743
	111	B	$56,291.00	$27.0630
	111	C	$59,105.55	$28.4161
	111	D	$62,060.83	$29.8369
	111	E	$65,163.87	$31.3288
Position	**Range**	**Step**	**Annual Compensation**	**Hourly Rate**
General Services Administrative Assistant-Community Development				
	112	A	$55,971.19	$26.9092
	112	B	$58,769.75	$28.2547
	112	C	$61,708.24	$29.6674
	112	D	$64,793.65	$31.1508
	112	E	$68,033.33	$32.7083

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
February 28, 2022

ITEM FOR COUNCIL CONSIDERATION

Resolution Nos. 6101 and 6102, approving and adopting the revisions to the Conditions of Employment for Management and Miscellaneous Unrepresented Personnel for Fiscal Year 2021-2022.

STAFF RECOMMENDATION

Action Item _X__ ; Non-Action Item ___

Approve Resolution Nos. 6101 and 6102, approving revisions to the Conditions of Employment for Management and Miscellaneous Personnel and authorizing the City Manager to implement the changes effective July 1, 2021.

Sample Motion: I move to adopt Resolution Nos. 6101 and 6102, as read by title only.

BACKGROUND

The proposed changes to the Conditions of Employment documents, which are not negotiable contracts, will remain in effect from July 1, 2021 through June 30, 2022. All other provisions of the conditions of employment will remain unchanged.

DISCUSSION

The proposed 2020-21 Conditions of Employment for Management and Miscellaneous Unrepresented personnel reflect the following changes:

- Effective July 1, 2021, a 3.00% increase/adjustment to the salary grade structure for all Management and Miscellaneous Unrepresented classifications. The 3% increase/adjustment will be applied to certain full-time Management and Miscellaneous Unrepresented Personnel who are eligible for an increase/adjustment.

- The Classification and Compensation tables reflect changes during the budget process for Fiscal Year 21-22. The tables have also been updated to reflect positions that were eliminated or newly created, i.e., Code Compliance Officer I, Assistant Planner, City Librarian, Assistant City Manager. Finally, all salary ranges have been updated to reflect the 3% increase/adjustment.

- Effective following the approval and adoption of this Agreement, employees will receive a one-time non-pensionable $1,500 payment.

- Health Insurance Program, active regular employees with three or more months of active service with the City shall be credited with a Flexible Benefit Program Allowance in the amount of $1,162 for each calendar year. The City will increase the $1,162 allowance by 2% annually beginning January 1, 2018 during the term of this Agreement. Effective January 1, 2022, the allowance is $1,284 (rounded up from $1,283.16).

- **Appendix G – Substance Abuse Policy – Section D, Circumstance Under Which Drug and Alcohol Testing Wil be Imposed on Covered Employees**

  2 Reasonable Suspicion Testing
  The City may require a blood test, urinalysis, or other drug and/or alcohol screening of those employees who are reasonably suspected of using or being under the influence of a drug or alcohol at work, under the following circumstances.

  a. "Reasonable suspicion" to test exists if, based on objective factors, a reasonable person would believe that the employee is under the influence of drugs or alcohol at work. Examples of objective factors, include, but are not limited to a combination of: unusual behavior, slurred or altered speech, body odor, red or watery eyes, unkempt appearance, unsteady gait, lack of coordination, sleeping on the job, a pattern of abnormal or erratic behavior, a verbal or physical altercation, puncture marks or sores on skin, runny nose, dry mouth, dilated or constricted pupils, agitation, hostility, confused or incoherent behavior, paranoia, euphoria, disorientation, inappropriate wearing of sunglasses, tremors, or other evidence of recent drug or alcohol use. If the City suspects drugs or alcohol may have played a role in an accident involving City property or equipment that will also constitute reasonable suspicion.

  b. Document and Analysis: In order to receive authority to test, the supervisor must record the factors that support reasonable suspicion in writing and analyze the matter with Human Resources or the City Manager, and if they are unavailable, the Department Head. Any

reasonable suspicion testing must be pre-approved by Human Resources or the City Manager, and if they are unavailable, the Department Head.
c. Testing Protocol: If the documentation and analysis show that there is a reasonable suspicion of drug or alcohol abuse at work, and Human Resources or the City Manager, and if they are unavailable, the Department Head, has approved, the employee will be relieved from duty, transported to the testing facility and to their home after the test. The employee will be placed on sick or other paid leave until the test results are received.
d. Interview of Employee: An employee shall not be asked any questions without first being offered the right to have a representative present.

3 Post-Accident Testing

Post-accident drug and alcohol testing will be conducted on employees following an accident where reasonable suspicion indicators also exist to support the testing.

- **Appendix G – Substance Abuse Policy – Section F, Managers' and Supervisors' Responsibilities**
  3. When an employee is involved in an accident or there is reasonable suspicion, managers and supervisor shall prevent the employee from engaging in further work, remove the employee from the workplace, and then take the employee for a drug and/or alcohol test within the timelines outlined in Section D.2 above.

- **Appendix G – Substance Abuse Policy – Section H, Consequences of Failing/Refusing an Alcohol and/or Drug Test**
  Failing a pre-employment drug test will be grounds for rejection from employment.

  Upon failing a reasonable suspicion and/or post-accident alcohol and/or drug test the employee:

- All other provisions of the Conditions of Employment will remain unchanged and in effect with the exception of any provisions or changes in the law (e.g. Supplemental Paid Sick Leave) due to COVID-19 pandemic.

POLICY CONSISTENCY

The proposed Conditions of Employment for Management and Miscellaneous Unrepresented Personnel are consistent with the City's interest in offering competitive compensation as part of the Staff Recruitment, Retention and Development Program, as well as its strategic initiative for controlling health insurance and retirement cost.

FINANCIAL CONSIDERATIONS

All of the revision were anticipated and are part of the adopted FY21-22 budget.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

Changes to the Conditions of Employment for Management and Miscellaneous Unrepresented Personnel were reviewed by Laura Drottz Kalty with Liebert Cassidy and Whitmore Law working on contract for the City.

OPTIONS

1) Adopt and approve the attached Conditions of Employment for Management and Miscellaneous Unrepresented personnel effective July 1, 2021 (staff recommendation).

2) Direct staff to modify the Conditions of Employment for Management and Miscellaneous Unrepresented personnel effective July 1, 2021, in which case the matter may need to be continued to a future Council meeting.

3) The City Council could choose not to approve the Conditions of Employment for Management and Miscellaneous Unrepresented personnel and direct staff as appropriate.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

ATTACHMENTS

A. Resolution No. 6101 with attached Conditions of Employment for Management Personnel for Fiscal Year 2021-2022.

B. Resolution No. 6102 with attached Conditions of Employment for Miscellaneous Unrepresented Personnel for Fiscal Year 2021-2022.

C. Classification and Compensation tables for Conditions of Employment for Management and Miscellaneous Unrepresented Personnel effective July 1, 2021.

Staff contact: Laura Hernandez, Human Resources and Risk Manager
(805) 755-4404, LauraH@ci.carpinteria.ca.us

Signature

Reviewed by: Licette Maldonado, Administrative Services Director
(805) 755-4448, LicetteM@ci.carpinteria.ca.us

Signature

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

Signature

ATTACHMENT A

RESOLUTION No. 6101

RESOLUTION NO. 6101 WITH ATTACHED CONDITIONS OF EMPLOYMENT FOR MANAGEMENT PERSONNEL FOR FISCAL YEAR 2021-2022.

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RESOLUTION NO. 6101

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA APPROVING AND ADOPTING REVISIONS TO THE CONDITIONS OF EMPLOYMENT FOR THE MANAGEMENT PERSONNEL FOR FISCAL YEAR 2021-2022

WHEREAS, the City of Carpinteria City Council recognizes that the conditions of employment for at-will management-level employees should be addressed separately from classified employees covered under the Memorandum of Understanding between the City of Carpinteria and the Service Employees International Union (SEIU) Local 620; and

WHEREAS, this classification of employees includes Department Directors, and other management, mid-management and supervisory positions, the Carpinteria City Council wishes to update the Conditions of Employment to ensure that the City remains competitive; and

WHEREAS, said Conditions of Employment for Management Personnel has been recommended to the City Council for approval for effective July 1, 2021 and ending June 30, 2022, and

WHEREAS, it is the desire of the City Council to revise the conditions of employment for those employees classified as management employees, as follows;

1. Effective July 1, 2021, a 3.00% increase/adjustment to the salary grade structure for all Management classifications. The 3% increase/adjustment will be applied to certain full-time Management Personnel who are eligible for an increase/adjustment.

2. Classification and Compensation tables reflect changes during the budget process for Fiscal Year 21-22. The tables have also been updated to reflect positions that were eliminated or newly created, i.e., Assistant to the City Manager, City Librarian, Assistant City Manager. Finally, all salary ranges have been updated to reflect the 3% increase/adjustment.

3. Effective following the approval and adoption of this Agreement, employees will receive a one-time non-pensionable $1,500 payment.

4. Effective January 1, 2022, the allowance is $1,284 (rounded up from $1,283.16).

5. Effective July 1, 2021, approve and adopt changes to the City's Substance Abuse Policy for all employees.

All other provisions of the Conditions of Employment for Management Personnel will remain unchanged and in effect during the term of the agreement

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1. The revised Conditions of Employment for Management Personnel, attached hereto Exhibit A, effective July 1, 2021, is hereby approved and implementation by the City Manager is authorized, and

PASSED, APPROVED AND ADOPTED on 28th day of February, 2022, 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 hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Carpinteria held on the 28th day of February, 2022.

_____
City Clerk, City of Carpinteria

APPROVED AS TO FORM:

_____

Jena Shoaf Acos, on behalf of Brownstein Hyatt Farber Schreck, LLP acting as City Attorney of the City of Carpinteria

CITY OF CARPINTERIA
CONDITIONS OF EMPLOYMENT
FOR MANAGEMENT PERSONNEL

EFFECTIVE JULY 1, 2021

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CITY OF CARPINTERIA
CONDITIONS OF EMPLOYMENT FOR MANAGEMENT PERSONNEL

EFFECTIVE JULY 1, 2021

SECTION 1

CLASSIFICATION

Management Employees for purposes of this Agreement, will include those employees in the following classifications: Management, Mid-Management and/or Supervisory and Professional.

Position	**Salary Grade**
MANAGEMENT	
Assistant City Manager	19
Community Development Director	19
Public Works Director/City Engineer	19
Administrative Services Director	19
Parks, Recreation and Public Facilities Director	19
MID-MANAGEMENT/SUPERVISORY/PROFESSIONAL	
Civil Engineer	16
Human Resources/Risk Manager	16
Principal Planner	16
City Librarian	16
City Clerk	15
Senior Financial Analyst	14
Public Works Supervisor	12
Chief Building Inspector/Plan Check	12
Environmental Program Manager	12
Program Manager	12
Parks and Facilities Maintenance Supervisor	12
Aquatics Superintendent	12
Community Engagement Library Specialist	12
Code Compliance Supervisor	11
Assistant to the Public Works Director	11

1.1 EMPLOYER/EMPLOYEE RELATIONSHIP:

An employee in this classification is classified as a salaried, at-will employee and not hired for any specified term. Accordingly, the employee is free to resign from their position at any time, with or without cause, upon oral or written notice to the City Manager and, similarly, the City may end its employment relationship with the employee or change their status (i.e., modify the position, implement a demotion, adjust wages, etc.) at any time, with or without cause, upon oral or written notice to the employee. None of the provisions of the Conditions of Employment for Management Personnel are intended to modify this employment relationship.

1.2 CLASSIFICATION:

Employees serving in Management, Mid-management, Supervisory and Professional positions are exempt from the City's Personnel Rules. They are "at-will" employees, serving at the pleasure of the City Manager. By the executive, administrative and/or technical nature of their positions, they have been determined to be exempt from the overtime requirements of the Federal Fair Labor Standards Act.

SECTION 2

WORK SCHEDULE

2.1 REPORTING:

Management Employees are classified as salaried employees. All employees for the City of Carpinteria are required to report hours worked on a daily time sheet; however, as salary-status employees, tracking of hours for this category of employees is for internal use only and does not affect the salary of exempt employees.

2.2 FLEXTIME SCHEDULING:

While Management Employees are required to work the hours necessary to perform the job duties and responsibilities, employees may have the option to participate in an alternate 9/80 work schedule based on a flexible 9 day/80 hour pay period (eight 9-hour days and one 8-hour day) for general work scheduling purposes. Each employee electing to participate in flextime scheduling must select a Monday or Friday as their designated flex day off, the alternate Monday or Friday will be their 8-hour day. The daily work schedule will begin at 7:30 a.m. and end at 5:30 p.m.

The flexible work schedule and flex day selected is subject to the operational needs and requirements of the department as determined by the City Manager. Management Employees may be required or find it necessary to work additional hours outside their flexible schedule. For scheduling purposes, any change from the established flex day, must be approved in advance by the City Manager.

The program will be evaluated on an on-going basis regarding personal performance standards, as well as monitoring staffing needs to ensure that the public is being appropriately served. Continuation of such schedules shall be subject to review and approval of the City Manager.

The City Manager reserves the right to remove any (or all) employees from flexible work schedules. To the extent possible, two weeks advance written notice will be provided to the employee. An employee shall not be removed from a flexible work schedule for arbitrary or capricious reasons.

2.3 FLEXIBLE HOURS:

Compensatory hours will not be granted for hours worked in excess of regularly scheduled hours for this category of employees, however, Management Employees, although exempt from the overtime requirements of FLSA, may accrue flex hours for hours worked beyond their regularly scheduled work day.

Hours worked in excess of a regularly scheduled work day, i.e., eight 9- hour days and one 8-hour day in a pay period for Management Employees on a 9/80 flex schedule, will be recorded on a computerized time sheet as accrued flex hours. For Management Employees on a 10/80 schedule, hours worked in excess of an 8-hour day will be recorded as "hours accrued". Flex hours accrued do not have a cash-out value, and Management Employees will not receive compensation for unused accrued flex hours at the time of separation from employment.

2.4 ABSENCES:

Management Employees may use accrued flex hours instead of their accrued leave back for absences of less than a full day, if the employee has worked a minimum of two hours and has approval of the City Manager to be absent.

2.5 LEAVE:

Any absence of one day or more, for other than City business, will be appropriately recorded and deducted from the employee's leave bank or accrued flex flextime hours. With prior approval from the City Manager, in addition to a regularly scheduled flex day, a management employee participating in the 9/80 alternate flextime scheduling may take one additional flex day off within a given pay period if there are sufficient accrued flex hours to cover the time.

2.6 CARRY OVER OF FLEXTIME HOURS:

A maximum of forty (40) flextime hours may be carried forward from one fiscal year to the next. Effective the first full pay period in July, adjustments on accrued flex hours will be made. Anything less than forty (40) hours and negative balances will be carried forward as they appear on the last full pay period in June.

SECTION 3

COMPENSATION AND BENEFITS

3.1 PAY STATUS:

A Management Employee is considered to be in pay status and eligible for benefits under any of the following circumstances:

(1) While working regular hours
(2) While on authorized Leave Bank hours
(3) While on authorized Injured on Duty (IOD) status
(4) While on authorized jury duty
(5) While on flex hours

The City Manager may authorize coverage of benefits on an individual basis for employees on authorized leave without pay for a period of up to four (4) months when it is deemed appropriate or is otherwise required by law.

3.2 METHOD OF PAYMENT:

Employees shall be paid on a bi-weekly basis and pay checks will be available on the Thursday afternoon following the close of the regular pay period unless holidays or circumstances beyond the control of the City occur in which case all necessary action will be taken to insure that individual pay checks are available with a minimum of delay.

Employees are encouraged to take advantage of direct deposit of payroll checks. Upon request, payroll checks may be directly deposited to an employee's checking or savings account.

3.3 BASE WAGE ADJUSTMENT:

A. Effective following approval and adoption of this Agreement, employees employed with the City prior to June 30, 2021, will receive a one-time, non-pensionable $1,500 payment.

B. Effective the first full pay period after July 1 the Management Employees listed in Section 1, (Classification), shall have their base wages adjusted pursuant to the results of an annual performance-based employee evaluation.

The review shall include a Performance Rating of one of five categories:

- Unacceptable
- Needs Improvement

- Contributor
- Valued Performer
- High Performer

The result of the Performance Rating shall be used by the City Manager to determine the appropriate range of increase to the base wage as illustrated in the Merit Increase Matrix. The exact increase within the range provided for in the Matrix shall be determined by the City Manager.

All wage increases are subject to availability of funds as authorized by City Council. Should fiscal constraints limit full funding of wage increases, all authorized base wage increases shall be reduced by an equal percentage.

MERIT INCREASE MATRIX

		Position and Range		
		Lower Third Min to 90% of CP	Middle Third 90.1% of CP to CP	Upper Third CP to Maximum
Performance Rating	High Performer	11 ½ to 12 ½%	10 to 11%	9 ½ or to Range Max
	Valued Performer	8 ½ to 9 ½%	7 ½ to 8%	6 ½ to 7% or to Range Max
	Contributor	5 ½ to 6%	4 to 5%	0
	Needs Improvement	0	0	0
	Unacceptable	0	0	0

3.4 DEFERRED COMPENSATION PROGRAM:

The ICMA Deferred Compensation Program will be available to Management Employees with participation on a voluntary basis.

3.5 STATE DISABILITY INSURANCE:

The City participates in the State Disability Insurance Program to provide coverage for non-industrial injuries. As a benefit, the City reimburses Management Employees in this classification for payroll deductions made on base salary for State Disability Insurance.

3.6 SHORT-TERM/LONG TERM DISABILITY PROGRAM:

In addition to coverage under the State Disability Insurance Program, the City provides eligible full-time employees with additional short-term disability coverage to integrate with SDI for a weekly benefit of 60% of covered earnings and a long-term disability program to provide a monthly benefit of 66 2/3% of covered earnings. This program will be at the expense of the City.

3.7 FICA MEDICARE TAX:

All employees hired after April 1986 are subject to FICA Medicare taxes in accordance with Federal regulations. The City will reimburse the Management Employees for payroll deductions made on base salary for FICA Medicare Tax.

3.8 SPECIAL PAY:

Pursuant to Section 3.6 and 3.8, reimbursement equal to the payroll deduction for the employee's annual cost for SDI and/or FICA Medicare tax will be pro-rated over the twenty-six (26) payroll periods and paid to the employee on the regular bi-weekly payroll check as "Special Pay".

3.9 OUTSTANDING OBLIGATIONS UPON TERMINATION:

If any Management Employee has any outstanding obligations due to the City, such as advance use of any benefits or lost or damaged equipment, at the time of termination, the employee will be requested to reimburse the City for any such advanced amount.

3.10 CAL PERS RETIREMENT:

The City provides retirement benefits through the California Public Retirement System pursuant to Section 7.

3.11 HEALTH, DENTAL AND WELLNESS PROGRAM:

The City provides health, dental and wellness benefits pursuant to Section 8.

SECTION 4

LEAVE REGULATIONS

4.1 ANNUAL LEAVE:

Annual leave for full-time Management Employees is inclusive of all leave benefits (vacation, sick, floating holidays, paid administrative leave and approved paid personal leave), and can be used for vacations, personal time off, sick leave purposes and other time away from work consistent with the terms of this section. The use of annual leave for 'Sick Leave Purposes" means 1) time off to diagnose, care, or treat an existing health condition, or for preventative care for the employee or for the employee's child, spouse, domestic partner, parent, parent of employee's spouse or domestic partner, grandparent, grandchild, or sibling; and 2) time off for employees who are victims of domestic violence, sexual assault, or stalking may also use annual leave to seek medical attention, obtain services from a shelter or crisis center, obtain counseling, or go to court.

Employees covered by this Conditions of Employment who have served less than thirty (30) days within a year of the commencement of employment in the service of the City are not eligible for annual leave. However, leave credits for the time will accrue for each such regular full-time employee.

4.2. LEAVE TIME (Leave Bank):

In place of separate leave accrual for vacation, sick leave, paid administrative leave and floating holidays, each employee will accrue leave in a Leave Bank that will be inclusive of all such leave benefits (vacation, sick, floating holidays, paid administrative leave and approved paid personal leave).

4.3 LEAVE ACCRUAL:

For employees employed with the City as of July 1, 2015, at the beginning of each fiscal year eligible employees will receive a leave bank equal to his/her annual leave entitlement.

Employees annual leave entitlement for his/her first year of employment shall be based on the number of full months that employee will work for the City prior to the July 1 following their date of hire. For example, if an eligible employee's first day of employment is December 15, her/his annual leave entitlement for their year of employment will be 50% of 144 hours, which equals 72 hours. However, the amount of the leave bank entitled for the first year of employment will not be less than twenty-four (24) hours or three (3) days, whichever is greater. The first year amount of annual leave will be credited to the employee's leave bank after the employee completes thirty (30) days of employment in the service of the City. The amount of

annual leave credited to the employee's leave bank for their first year of employment will not be subject to the maximum leave bank accumulation as provided in section 4.8.

Effective the July 1 following the employee's date of hire, and every July 1 thereafter, employees will receive a leave bank equal to his/her annual leave entitlement.

In the event one or more municipal holidays fall within an authorized leave with pay, such holidays shall not be charged as leave, and the leave shall be extended accordingly.

Accrued leave time can be taken off prior to the date of retirement and used to delay final date of employment if it is requested in writing and approved at least thirty (30) days prior to the scheduled date that such leave would begin.

4.4 LEAVE BANK SCHEDULE

(Days on leave bank schedule are figured as eight (8) hour days)

MANAGEMENT EMPLOYEES SERVING AS DEPARTMENT HEADS

(Accrual includes 48 hours of administrative leave)

Years of service	**Total Accrual**	
0 through three	192 hours	(24 days)
Four through six	208 hours	(26 days)
Seven through ten	232 hours	(29 days)
Eleven	240 hours	(30 days)
Twelve	248 hours	(31 days)
Thirteen through fifteen	256 hours	(32 days)
Sixteen through eighteen	272 hours	(34 days)
Nineteen or more	280 hours	(35 days)
Thirty year service award	304 hours	(38 days)

MANAGEMENT, MID-MANAGEMENT, SUPERVISORY AND PROFESSIONAL EMPLOYEES

(Accrual includes 40 hours of administrative leave)

Years of Service	Total Accrual	
0 through three	184 hours	(23 days)
Four through six	200 hours	(25 days)
Seven through ten	224 hours	(28 days)
Eleven	232 hours	(29 days)
Twelve	240 hours	(30 days)
Thirteen through fifteen	248 hours	(31 days)
Sixteen through eighteen	264 hours	(33 days)
Nineteen or more	272 hours	(34 days)
Thirty year service award	296 hours	(37 days)

4.5 LEAVE ELIGIBILITY:

Employees are eligible to use annual leave benefits beginning on their ninetieth (90^{th}) day of employment.

4.6 NOTIFICATION FOR USE OF LEAVE BANK:

Except for annual leave used for Sick Leave Purposes, in cases of emergency or when the need to use leave time is not otherwise reasonably foreseeable, notification for use of leave bank hours will be as follows:

Employees are required to make written requests through the appropriate supervisory channels for the use of accrued leave time. The written request shall be submitted at least two (2) full working days in advance for leave requests of up to four (4) working days; for leave requests of five (5) working days or more, the written request shall be submitted at least ten (10) working days, but not earlier than ninety (90) calendar days, prior to the beginning date of the requested leave. No use of accrued leave time or related absence is authorized until the employee's written request is approved in writing.

Leave periods shall be scheduled by management to provide adequate staffing. Such scheduling shall be subject to the needs of the City but shall take into account employee seniority and personal preference. The City will make every effort to give maximum possible advance notice to the Management Employee in the event scheduled leave must be cancelled or modified due to the needs of the service.

Where use of accrued leave time is requested for Sick Leave Purposes, in cases of emergency or when the need to use leave time is not otherwise reasonably foreseeable, notification for use of leave bank hours will be as follows:

Where the need to use annual leave for Sick Leave Purposes is foreseeable, employees must provide reasonable advance notice, orally or in writing, to their supervisor or Human Resources. If the request for the use of five (5) or more days of leave time is related to planned medical treatment, when possible the employee should make the request for use of leave time at least ten (10) working days in advance. When the need to use annual leave for Sick Leave Purposes is not foreseeable, is being used in cases of emergency or when the need to use leave time is not otherwise reasonably foreseeable, employees are required to notify their supervisor or Human Resources, orally or in writing, as soon as practicable.

4.7 UNAUTHORIZED LEAVE

An employee's absence shall be unauthorized if the employee does not report his or her absence to his or her supervisor or Human Resources as required under section 4.6.

4.8 LEAVE BANK ACCUMULATION

A maximum of one hundred and twenty hours (15 days) of leave accrual will be the maximum allowed for carry-over at the end of a fiscal year, provided however, if at the end of year there are any leave bank hours over 120, the hours will be carried over and a commensurate number of hours shall be deducted from the employee's annual accrual in order that the maximum leave bank accrual not exceed an employee's annual accrual plus 120 hours.

4.9 LEAVE BANK CASH-OUT/OPTIONS

1. Each employee may cash-out up to eighty (80) hours of any unused leave hours accrued at the beginning of the fiscal year, provided the employee retains an accrued leave balance of at least forty (40) hours in their leave bank. Compensation for such cash-out of unused accrued leave hours will be based on the employee's existing salary at the time the request is made.

2. Further, each employee may direct that all or any portion of the allowed cash-out amount be used to buy benefits offered under the Flexible Benefit Program.

4.10 TREATMENT OF ACCRUED LEAVE UPON TERMINATION

At the time of termination of employment, employees shall be paid the cash value of all unused accrued leave hours based on the employee's then existing salary rate; or, in the alternative, the employee may exercise the option to invest the cash value of such unused accrued leave hours in the Employee Flexible benefit Program.

If a retiring employee terminates employment during the year and is legally entitled to a distribution of unused leave, the employee may submit, in writing, his or her request for the agency to "hold" payment of his or her accumulated leave until the following year. Such request must be submitted in writing in advance of the date of retirement and requires written approval by the City Manager before any disbursement can be made.

4.11 TREATMENT OF ACCRUED LEAVE UPON RETIREMENT:

Unused leave time can be taken off prior to retirement date and used to delay the final date of employment if requested in writing and approved at least 30 days prior to the scheduled date that such leave would begin.

If a retiring employee terminates employment during the year and is legally entitled to a distribution of unused leave, the employee may submit, in writing, a request for the agency to "hold" payment of pro-rated accumulated leave until the following year. Such request must be submitted in writing prior to date of retirement and requires written approval by the City Manager before any disbursement can be made.

4.12 CATASTROPHIC EVENT:

In the event an employee in this group suffers a catastrophic event, e.g. serious illness, and there is not a sufficient leave balance to cover the employee's absence from the workplace, upon written request to the City Manager, an advancement of up to thirty (30) days of leave may be granted, with the understanding that it will be reimbursed to the City on a day-for-day basis from future allocated leave or reimbursed to the City as outlined under Section 3.9 Outstanding Obligations Upon Termination.

4.13 UNPAID LEAVE:

Leave of Absence Without Pay

The City Manager may grant a regular or probationary employee leave of absence without pay or accrual of employment benefits, such as paid time off or seniority, for reasons other than pregnancy, disability or family care leave, for a period not to exceed ninety (90) days. No employee shall be authorized leave without pay if said employee has accrued leave or accrued flex time hours on the books of the City. After ninety (90) days, the leave of absence may be extended if authorized by the City Council.

No such leave shall be granted except upon written request of the employee, setting forth the reason for the request, and the approval will be in writing. Upon return to duty following expiration of a regularly approved leave, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of the employee on leave to report promptly at its expiration shall be cause for discharge. The depositing in the United States mail of a first class letter postage paid, addressed to the employee's last known place of address shall be reasonable notice.

Department heads may grant a regular, or probationary employee leave of absence without pay for not to exceed one (1) calendar week. Such leaves shall be reported to the Human Resources/Risk Manager.

No leave shall accrue to any employee during any full biweekly pay period in which the employee is on an authorized leave without pay in excess of five (5) days. Employee on leave without pay may also be responsible for full payment (employer and employee portion) of insurance premiums for insurance coverage during such leave. Benefits shall be continued at City expense during the first thirty (30) days of such leave.

Statutory Family and Medical Leave

1. Eligibility

The City provides eligible employees the opportunity to take unpaid leaves of absence for specific reasons in accordance with California's Moore-Brown-Roberti Family Rights Act (CFRA) and the federal Family and Medical Leave Act of 1993 (FMLA). To be eligible for FMLA/CFRA Leave, an employee must (1) have worked for the City for at least twelve months prior to the date on which the leave is to commence; and (2) have worked at least 1,250 hours in the twelve months preceding the leave.

2. FMLA Leave

a. Permissible Uses

"Family care leave" may be requested under the FMLA for (1) the birth or adoption of an employee's child, (2) the placement of a foster child with the employee; or (3) the serious health condition of an employee's child, spouse, or parent. "Medical leave" may be requested under the FMLA for an employee's own serious health condition. A "serious health condition" is one that requires either in-patient care in a medical facility or continuing treatment or supervision by a health care provider.

"Qualifying exigency leave" may be requested under the FMLA for qualifying exigencies arising out of the fact that an employee's spouse, son, daughter, or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation. "Qualifying exigencies" include certain absences related to short-notice deployment, military events and related activities, childcare and school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and additional activities. Employees may contact the Human Resources/Risk Manager or her or his designee for more information about what qualifies as a "qualifying exigency."

"Military caregiver leave" may be requested under the FMLA to care for a "covered service member" if the employee is a spouse, child, parent, or next of kin of the "covered service member." A "covered service member" is:

- a member of the Armed Forces, including the National Guard and Reserves, who, because of a serious injury or illness incurred in the line of duty while on active duty that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating, is: (1) undergoing medical treatment, recuperation, or therapy; (2) in outpatient status; or (3) on the temporary disability retired list; or

  a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

b. Amount of FMLA Leave Available

Provided all the conditions of this policy are met, an employee may take a maximum of twelve (12) weeks total of family care leave, medical leave, and qualifying exigency leave under the FMLA in a 12-month period. This 12-month period is measured backwards from the date the employee's family care leave, medical leave, or qualifying exigency leave under the FMLA commences. Spouses who are both employed by the City may take a maximum combined total of twelve weeks of family care leave under the FMLA in a 12-month period for the birth, adoption, or foster care of their child.

Provided all of the conditions of this policy are met, an employee may take up to 26 weeks total of a combination of all leaves under the FMLA during a 12-month period (up to 12 weeks of which may be for FMLA leave other than military caregiver leave). The 12-month period used to measure this entitlement will commence upon the first use of military caregiver leave under the FMLA for a covered service member's particular injury.

3. CFRA Leave

"Family care leave" may be requested under the CFRA for (1) the birth or adoption of an employee's child, (2) the placement of a foster child with the employee; or (3) the serious health condition of an employee's child, spouse, domestic partner as defined in California Family Code Section 297, or parent. "Medical leave" may be requested for an employee's own serious health condition. A "serious health condition" is one that requires either in-patient care in a medical facility or continuing treatment or supervision by a health care provider.

Provided all of the conditions of this policy are met, an employee may take up to twelve (12) weeks of leave under the CFRA during a 12-month period. This 12-month period is measured

backwards from the date the employee's family care leave or medical leave under the CFRA commences. Spouses who are both employed by the City may take a maximum combined total of twelve weeks of family care leave under the CFRA in a 12-month period for the birth, adoption, or foster care of their child.

Family care leave and medical leave under the CFRA typically run concurrently with family care leave and/or medical leave under the FMLA.

4. Intermittent Leave

FMLA/CFRA Leave taken for the birth, adoption, or foster care placement of a child generally must be taken in blocks of at least two (2) weeks' duration; however, the City will provide employees with family care leave for birth, adoption, or foster care placement for periods of less than two (2) weeks duration on any two (2) occasions. FMLA/CFRA Leave taken for the birth, adoption, or foster care placement of a child must be concluded within one (1) year of the birth, adoption, or placement.

Qualifying exigency leave under the FMLA may be taken on an intermittent or reduced schedule as required by the qualifying exigency.

FMLA/CFRA Leave for any other reason may be taken intermittently or on a reduced schedule where medically necessary. If FMLA/CFRA Leave is authorized to be taken intermittently or on a reduced schedule, the City retains the discretion to transfer the employee temporarily to an alternative position with equivalent pay and benefits which better accommodates the employee's leave schedule.

5. Substitution of Paid Leave

Employees are required to substitute accrued paid time off, including accrued flex time hours, for all FMLA/CFRA Leaves, except that employees can retain a five (5) day balance of accrued paid time off.

If the employee is receiving payments from State Disability Insurance ("SDI") while on FMLA/CFRA leave, the accrued paid leave time will only be used in an amount which supplements the SDI payment such that the employee receives the full amount of his or her regular compensation as an active employee.

The substitution of paid leave time for FMLA/CFRA Leave does not extend the total duration of FMLA/CFRA Leave to which an employee is entitled. For example, if an employee has accrued two (2) weeks of unused paid vacation time at the time of the request for medical leave under the FMLA/CFRA, that paid vacation time will be substituted for the first two (2) weeks of FMLA/CFRA Leave, leaving up to ten (10) additional weeks of unpaid FMLA/CFRA Leave.

6. Leave's Effect on Pay

Except to the extent that other paid leave time is substituted for FMLA/CFRA Leave, FMLA/CFRA Leave is unpaid.

7. Leave's Effect on Benefits

During an employee's FMLA/CFRA Leave, the City shall continue to pay for the employee's participation in the City's group health insurance to the same extent and under the same terms and conditions as would apply had the employee not taken leave. Employees are required to continue to make any payments they normally make towards healthcare coverage premiums while on leave. In the event an employee on leave fails to make timely payment for their portion of healthcare coverage premiums, the City will notify the employee of such failure and, if payment is not made, terminate the coverage.

If the employee fails to return from the leave for a reason other than the recurrence or continuation of the health condition that brought about the leave or other circumstances beyond the employee's control, the City is entitled to recover any health premiums paid by the City on the employee's behalf during any unpaid period of the leave.

Employees on FMLA/CFRA Leave accrue employment benefits, such as paid time off or seniority, only when paid time off is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual. If the employee is using accrued paid time off to supplement SDI payments as discussed above, he or she will accrue employment benefits on a pro rata basis.

8. Procedure for Requesting Family Care and Medical Leave

Notice Requirements

Employees should notify the Human Resources/Risk Manager of their request for FMLA/CFRA Leave as soon as they are aware of the need for such leave. For foreseeable events, if possible, the employee shall provide thirty (30) calendar days' advance written notice to the Human Resources/Risk Manager of the need for FMLA/CFRA Leave. For events that are unforeseeable thirty (30) days in advance, but are not emergencies, the employee must notify the Human Resources/Risk Manager, in writing, as soon as he/she learns of the need for the leave, ordinarily no later than one (1) to two (2) working days after the employee learns of the need for the leave. If the leave is requested in connection with a planned, non-emergency medical treatment, the employee may be requested to reschedule the treatment so as to minimize disruption of the City's business.

If an employee fails to provide the requisite 30-day advance notice for foreseeable events without any reasonable excuse for the delay, the City reserves the right to deny the taking of the leave.

All requests for FMLA/CFRA Leave should include anticipated date(s) and duration of the leave. Any requests for extensions of an FMLA/CFRA Leave must be received at least five (5) working days before the date on which the employee was originally scheduled to return to work and must include the revised anticipated date(s) and duration of the family care or medical leave.

Certification

Any request for FMLA/CFRA Leave must be supported by proper certification of the need for leave. For foreseeable leaves, employees must provide the required certification before the leave begins. When this is not possible, employees must provide the required certification within fifteen (15) calendar days after the City's request for certification, unless it is not practicable under the circumstances to do so, despite the employee's good faith efforts. Failure to provide the required certification may result in the denial of foreseeable leaves until such certification is provided. In the case of unforeseeable leaves, failure to provide the required certification within fifteen days of being requested to do so may result in a denial of the employee's continued leave. Any request for an extension of the leave also must be supported by an updated certification.

Certification of family care leave under the FMLA/CFRA shall include (1) the date on which the serious health condition commenced; (2) the probable duration of the condition; (3) the health care provider's estimate of the amount of time needed for family care; and (4) the health care provider's assurance that the health care condition requires family care leave.

Certification of medical leave under the FMLA/CFRA shall include (1) the date on which the serious health condition commenced; (2) the probable duration of the condition; (3) a statement that, due to the serious health condition, the employee is unable to perform the functions of his or her position; and (4) in the case of intermittent leave or revised schedule leave where medically necessary, the probably duration of such a schedule. In addition, the certificate may, at the employee's option, identify the nature of the serious health condition involved. If the City has reason to doubt the validity of the certification provided by the employee, the City may require the employee to obtain a second opinion from a doctor of the City's choosing at the City's expense. If the employee's health care provider and the doctor providing the second opinion do not agree, the City may require a third opinion, also at the City's expense, performed by a mutually agreeable doctor who will make a final determination. Before permitting the employee to return to work, the City may also require the employee to provide medical certification that he or she is able to return to work.

Certification of a military caregiver leave under the FMLA shall be either (1) an appropriate medical certification from an authorized health care provider or (2) a copy of an Invitation Travel Order or Authorization issued by the Department of Defense.

The nature and format of the certification of a qualifying exigency leave under the FMLA will vary depending on the nature of the qualifying exigency, and will typically include a copy of the active duty orders for the employee's spouse, son, daughter, or parent.

9. Leave's Effect on Reinstatement

Employees returning from FMLA/CFRA leave are entitled to reinstatement to the same or comparable position consistent with applicable law, provided that the total period of the FMLA/CFRA Leave does not exceed the employee's maximum leave entitlement as described above.

Employees who take medical leave under the FMLA/CFRA for their own serious health condition must provide medical certifications verifying that they are able to return to work in the same manner as employees who return to work from other types of medical leave.

Pregnancy Disability Leave (PDL)

Under the California Fair Employment and Housing Act (FEHA), if an employee is disabled by pregnancy, childbirth or related medical conditions, she is eligible to take a pregnancy disability leave (PDL). If an employee is affected by pregnancy or a related medical condition, she is also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if this transfer is medically advisable.

- The PDL is for any period(s) of actual disability caused by pregnancy, childbirth or related medical conditions up to four (4) months (or eighty-eight (88) work days for a full-time employee) per pregnancy.

- The PDL does not need to be taken in one continuous period of time but can be taken on an as-needed basis.

- Time off needed for prenatal care, severe morning sickness, doctor ordered bed rest, childbirth, and recovery from childbirth would all be covered by the PDL.

- Except as other specifically provided in this section, generally, the City is required to treat pregnancy disability the same as the City treats other disabilities of similarly situated employees. The leave will be unpaid.

Employees on PDL will be required to obtain a written certification from their health care provider of the pregnancy disability or the medical advisability for a transfer. The certification should include:

1. The date on which the employee becomes disabled due to pregnancy or the date of the medical advisability for the transfer;

2. the probable duration of the period(s) of disability or the period (s) for the advisability of the transfer, and

3. a statement that, due to the disability, the employee is unable to work at all or to perform any one or more of the essential functions of the position without undue

risk to herself, the successful completion of the pregnancy or to other persons or a statement that, due to your pregnancy, the transfer is medically advisable.

At the employee's option, any accrued paid time off may be used as part of the pregnancy disability leave before taking the remainder of the leave as an unpaid leave. However, taking paid time off during the period of the pregnancy disability leave does not extend the maximum time allowed for such leave. Employees may also be eligible for state disability insurance for the unpaid portion of the leave.

Employees on PDL accrue employment benefits, such as paid time off or seniority, only when paid time off is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual. If the employee is using accrued paid time off to supplement SDI payments she will accrue employment benefits on a pro rata basis.

An employee who is on a leave of absence for a period in excess of two (2) months must notify the Human Resources/Risk Manager by the end of each month thereafter both of the status of the disability and the employee's continued intent to work once the employee recovers from the disability. An employee returning from an absence shall be required to provide a physician's certification that indicates that she is fit to return to work.

An employee who returns to work at the end of a leave of absence due to pregnancy, childbirth or related medical condition will be returned to her former position, if possible, or will be offered the first available opening in a comparable position for which she is qualified.

An employee who returns from a leave of absence due to pregnancy will be credited with all service prior to the commencement of her disability.

An employee who fails to report for work at the end of an approved leave will be deemed to have voluntarily resigned.

During an employee's approved PDL, the City shall continue to pay for the employee's participation in the City's group health insurance to the same extent and under the same terms and conditions as would apply had the employee not taken leave, for up to four months. Employees are required to continue to make any payments they normally make towards healthcare coverage premiums while on leave. In the event an employee on leave fails to make timely payment for their portion of healthcare coverage premiums, the City will notify the employee of such failure and, if payment is not made, terminate the coverage. The City is entitled to recover any health premiums paid by the City on the employee's behalf during any unpaid period of the leave if the employee fails to return from the PDL for a reason other than one of the following: (1) the employee takes FMLA/CFRA Leave; (2) the continuation, recurrence or onset of a serious health condition or serious injury or illness within the meaning of FMLA/CFRA; or (3) other circumstances beyond the employee's control as provided by law.

Employees on PDL accrue employment benefits, such as paid time off or seniority, only when paid leave is being substituted for unpaid leave and only if the employee would otherwise be

entitled to such accrual. If the employee is using accrued paid time off to supplement SDI payments as discussed above, he or she will accrue employment benefits on a pro rata basis.

Paid Family Leave

Employees who are covered by the state's SDI program will be eligible for reimbursement for up to six (6) weeks during a twelve (12) month period of qualifying unpaid leave, for the purposes of bonding with a newborn child (up to one (1) year from birth or adoption), or to care for a family member or domestic partner.

An employee who is eligible for SDI benefits may only become eligible for PFL benefits after SDI benefits are no longer being paid. SDI benefits are payable when an employee is disabled for a non-work related reason, which may include pregnancy; PFL benefits are for baby bonding and for providing care to a family member.

Once an employee is no longer disabled, and (in the case of pregnancy) has given birth, her SDI benefits may cease and she may apply for baby bonding benefits under PFL.

Once an employee applies for PFL, there is a seven (7) day unpaid waiting period before the employee may start receiving benefits. However, an employee who previously served a waiting period before receiving SDI benefits will not have to serve another waiting period before receiving PFL benefits. Employees may use their accrued paid time off during the seven (7) day waiting period.

Paid Family Leave is administered by the State of California and may be modified by the State from time to time.

4.14 DEATH OR CRITICAL ILLNESS IN IMMEDIATE FAMILY BEREAVEMENT LEAVE

An employee eligible for benefits, upon the necessity of his absence being shown to and with the consent of the City Manager, may be allowed to be absent from the duties of his/her position and to receive full compensation during such absence for bereavement leave. Eligible City employees shall be entitled to bereavement leave, in addition to any other leave, to provide up to three (3) working days per year with pay in the case of death or of critical illness where death appears eminent. This time shall be in addition to accrued leave time or accrued flex time accrued. The City shall cooperate with the employee in providing time off, using accrued leave time, or accrued flex time hours, for any additional bereavement needs if the three (3) days bereavement leave has been used.

Such benefit shall apply to all immediate family members, to include spouse, child, brother, sister, parent (including step family and in-laws), grandparents and grandchildren when the relationship of the person to the employee warrants such use of bereavement leave. Where such death or critical illness has occurred, the employee shall furnish satisfactory evidence of such death or critical illness to his/her department head.

Such leave of absence shall not be allowed in any case where, in the preceding six (6) calendar months, a leave of absence for the critical illness of that same relative has been granted. Such bereavement leave is not cumulative from year to year.

Leave to attend the funeral of a co-worker will be acceptable to the City upon Department Head approval consistent with maintenance of operations. Such leave is considered leave with pay and not charged to any other leave.

4.15. CONFLICT OF LAWS

In the event of any conflict between the provisions of this Conditions of Employment and Federal or State laws, such Federal or State laws shall prevail.

SECTION 5

5.1 LEGAL HOLIDAYS

A. The City has established the following schedule of days that shall be observed as legal holidays by all Management Employees, at which time the City's administrative offices will be closed. The City observes twelve holidays. Three floating holidays are included in the leave bank.

January 1st	New Year's Day
3rd Monday in January	Martin Luther King Day
3rd Monday in February	President's Day
Last Monday in May	Memorial Day
July 4th	Independence Day
1st Monday in September	Labor Day
November 11th	Veteran's Day
4th Thursday in November	Thanksgiving Day
4th Friday in November	Friday following Thanksgiving
December 25th	Christmas Day

B. Additionally, the following days shall be observed as legal holiday: The day before or after Christmas Day and day before or after January 1st.

C. When a holiday falls on a Saturday or Sunday, the preceding Friday or the following Monday respectively shall be observed as the legal holiday. If the holiday falls on an employee's flex day, the flex day may be rescheduled within the same work week. Rescheduled flex days off that are rescheduled because a holiday falls on that day are subject to prior approval by the Department Head and appropriate notification to the Administrative Services Department.

D. Observance of a legal holiday on a Friday or Monday, at which time the City's Administrative offices will be closed, will not create overtime or the loss of time from an employee's leave bank if the holiday falls on a regularly scheduled flex day. The hours for any given holiday will relate to the number of hours of the employee's regular scheduled work day for that particular day.

Nothing in this Conditions of Employment shall preclude the City from declaring a holiday when a legal holiday has been declared by the President of the United States or the Governor of the State of California or the City Council.

SECTION 6

WORKERS' COMPENSATION INSURANCE

The City will provide workers' compensation benefits when an employee is injured on duty arising out of and in the course of employment. Workers' Compensation coverage is currently through the California Joint Powers Insurance Authority.

For a period not to exceed six months, commencing with the first day following such injury, while a full-time City employee is totally disabled from industrial injury and on accepted workers' compensation status, employee shall be compensated in an amount equal to such employee's base wages at the time of such disability, less the aggregate of (a) any workers' compensation benefits, and (b) any other disability payments made to such employee. Such payment shall be limited to said six month period or until such employee is retired on permanent disability or terminated from the City's employment, whichever comes first.

An employee shall be entitled to benefits at the normal rate if the employee is on accepted workers' compensation status and in a pay status for up to six months as defined above.

The workers' compensation carrier of the City reserves the right to subrogate if a claim is filed by an employee against a third party.

SECTION 7

RETIREMENT PROGRAM

A. The City shall continue to participate in the California Public Employees Retirement System (CalPERS). Under CalPERS, the City provides the 2%@55 Miscellaneous Plan formula for all employees who are "classic members" as defined by the Public Employees' Pension Reform Act of 2013 (PEPRA). Classic employees are currently defined as those who were enrolled in CalPERS as of December 31, 2012. For all "new members" as defined by PEPRA, the City provides the 2%@62 formula. New members are currently defined as employees not previously enrolled in CalPERS as of January 1, 2013 (and not meeting certain exceptions provided under PEPRA). Employees of the City who are hired on or after January 1, 2013 who classified as new members under PEPRA are subject to the other CalPERS terms and conditions set forth in PEPRA.

B. Effective the first pay period after the City Council approve the Resolution No. 5761, changing the payment and reporting value of Employer Paid Member Contributions (EPMC), City employees who are classic members shall share in the cost of CalPERS coverage through payroll deduction as follows:

"Classic" employees will contribute a portion of the required employer normal contribution as follows:

- Employees shall pay three and one-half percent (3.5%) of "compensation earnable" toward Employer Paid Member Contribution (EPMC) and four and one-half percent (4.5%) toward member contribution, making it a total of eight percent (8%) employee retirement cost share. This 8% contribution by employees to the employer contribution will be considered to be a contribution towards the normal cost as defined under PEPRA.

C. In addition, the City's will continue contributing 3.50% of the "employees' compensation earnable" toward Employer Paid Member Contribution (EPMC).

D. Employees who are hired after January 1, 2013 and are new members under PEPRA, shall pay the full member contribution amount which is currently 6.5% of "compensation earnable." However, new members will not contribute toward any portion of the required employer contribution.

E. The City shall continue to report the value of the EPMC on all reportable compensation subject to CalPERS for all employees in Management as adopted by Resolution 5761.

SECTION 8

HEALTH/DENTAL BENEFITS
FLEXIBLE BENEFIT PROGRAM

8.1 LIFE, HEALTH AND DENTAL BENEFITS

A. The parties agree that the City will maintain a life insurance program providing a $100,000.00 term life insurance policy for the management, mid-management employee only, the beneficiary to be designated by said employee. The cost of the premium for this policy to be paid in full by the City. Employees retiring with 20 years or more of continuous service with the City and enrolled in the City's group life insurance program at the time of retirement, may continue to be covered in the City's group life insurance program at City expense for a life benefit of $10,000. Extended coverage will not include AD&D benefits.

B. The City will maintain the current health insurance program with the Public Employees Retirement System (PERS) Medical and Hospital Care Act pursuant to Government Code Section 22850. The health insurance program shall be available to all regular full-time employees and retirees as follows:

- Each eligible employee or retiree may select a health insurance carrier providing coverage in the Carpinteria geographic area, as defined and provided by PERS and currently in effect and on file in the City Human Resources Office.

- Beginning the first pay period after January 1, 2018, employees will pay by payroll deduction a monthly contribution to their health insurance premium (employee and dependents) in an amount equal to .00029% of their annual base salary times the percentage of insurance carrier increase or decrease with a minimum of five percent (5%) or maximum thirty percent (30%). The 5% minimum increase shall apply every year, i.e., over the 3-year term of the contract the minimum increase is 15%. The maximum increase shall be 30% at any time during the term of the contract, i.e. cumulative total shall be capped at 30%. (For example, if an employee's annual base salary is $50,000, and the insurance carrier increase is 5%, the calculation would be: $50,000 x .00029 x 1.05, the monthly contribution for that employee would be $15.22.) In the event the Blue Shield Access + HMO plan is no longer available to City employees, the most similar HMO plan will be substituted for purposes of this provision.

- For employees who elect the PPO Plan, the cost share will be the same as the HMO plan formula, plus the difference between the HMO and PPO insurance premiums.

  In addition, a Health Care All Employee Committee will be created to evaluate options for the provision of health insurance. The City will schedule these Committee meetings as appropriate in 2018 and, if needed, 2019. However, the City will not initiate any changes to the currently existing health insurance plans during the term of this Conditions of Employment without the agreement of the Management Staff.

- Health insurance coverage for newly hired employees will commence on the first day of the month following one full month of employment. If hired prior to the 15th day of the month, the month of hire will count as a full month of employment and coverage will be effective the first day of the following month. If hired after the 15th day of the month the month of hire will not count as a full month and the following month will be the first full month of employment.

- For covered employees who terminate during the fiscal year, such health insurance coverage shall end on the last day of the month following when said termination becomes effective, except that the provisions of COBRA may be applied at the employee's option. Covered employees who retire from the City under PERS may, at their option, continue such coverage without interruption pursuant to the provisions of the PERS Health Program.

C. The City will provide 100% of the premium charged to maintain a Dental Insurance Plan for each Management Employee, and where appropriate, for dependent coverage. The City will retain control over the administration of the dental insurance program subject to maintenance of equivalent benefits to the extent it is within the control of the City. COBRA benefits may be applied at the employee's option. Dental coverage will commence on the first day of the month following one full month of employment.

8.2 FLEXIBLE BENEFIT PROGRAM (WELLNESS) ALLOWANCE:

A. In addition to the Health Insurance Program, active regular employees with three or more months of active service with the City shall be credited with a Flexible Benefit Program Allowance in the amount of $1,162 for each calendar year. The City will increase the $1,162 allowance by 2% annually beginning January 1, 2018 during the term of this Agreement. Effective January 1, 2022, the allowance is $1,284 (rounded up from $1,283.16).

B. The purpose of the Flexible Benefit Program is to provide reimbursement to the covered employee for eligible medical and health-related costs not otherwise covered by health insurance or subject to reimbursement from any other source. Payment of medical costs, not covered by insurance, must be prescribed by a physician or determined by the Internal Revenue Service (IRS) to be an eligible health-related expense.

C. In addition to reimbursement for eligible medical and health related costs and/or dependent care, the employee will have the option to purchase benefits offered through the Flexible Benefit Program up to the total Flexible Benefit Program allowance. Employees may cash out up to $810 of the Flexible Benefit Program allowance, subject to applicable payroll taxes.

D. Reimbursement for bona fide health-related expenses, which may be eligible expenses under the Flexible Benefit Program may be subject to payroll taxes unless related to a particular medical condition and so prescribed by a medical doctor.

E. The City will revisit the annual Wellness Allowance taking inflation into consideration.

8.3 OUTSIDE COVERAGE OPTION:

(1) The employee is not required to select or participate in any health/dental insurance program provided by the City, but such employee must provide satisfactory documentation that he/she is covered by an alternative health/dental insurance program.

(2) Those employees with proof of health and/or dental insurance coverage who choose not to participate in the City's group health insurance and/or dental insurance program due to the availability of other coverage through a spouse's employer, the military, or other source, will receive, in addition to the Flexible Benefit Program allowance, a benefit allowance equal to fifty percent (50%) of the premium charged for the annual single coverage in the PERS basic HMO Plan available to this group of employees. An employee shall receive this benefit allowance as a one-time cash payment, with such payment subject to payroll taxes.

(3) Those eligible employees who participate in the city's group health insurance program and have an eligible spouse or family dependents, but select single coverage and choose to cover any dependents under insurance offered through a spouse's employer, the military, or other source will receive, in addition to the employer contribution, the fully paid premium contribution balance for single health insurance coverage and the wellness benefit allowance as provided for in Section 8.3, plus an additional benefit equal to 50% of the allowance specified in the above section, 8.3 (2).

8.4 FITNESS PROGRAM:

The City agrees to reimburse employees at the rate of thirty-one dollars and twenty cents ($31.20) per month for the employee's membership fee at an athletics club or fitness program approved by the City Manager. Only full-time employees are eligible to receive this benefit.

This benefit will be made available to each management employee and councilmember subject to budgetary constraints and fiscal allocation. The level of participation in this benefit will be at the option of each employee.

SECTION 9

SERVICE AWARDS

The City of Carpinteria has established appropriate service awards to recognize continuous service with the City at levels of five, ten, fifteen, twenty, twenty-five and thirty years. In addition, in recognition of long-time service of twenty-five and thirty years eligible employees are entitled to the following recompense:

Twenty Five Year Service Recognition

Upon completion of twenty-five years of continuous service, eligible employees will be entitled to two personal days of leave per fiscal year. The hours will not have a cash value nor will they accumulate to be carried over to the next fiscal year. The use of the days as time off shall be subject to the regular request process.

Thirty Year Service Recognition

Upon completion of thirty years of continuous service, eligible employees will receive a commemorative recognition gift and be entitled to have three additional days added to their existing leave bank hours.

SECTION 10

LIFE INSURANCE

10.1 LIFE INSURANCE:

The City will maintain a group term life insurance policy for employee only, the beneficiary to be designated by the employee. The cost of the premium for this policy to be paid in full by the City. The coverage of such life insurance for this classification of employee will be $100,000 subject to conditions of the providing life insurance company.

Employees retiring with 20 years or more on continuous service with the City and enrolled in the City's group life insurance at the time of retirement, may continue to be covered at City expense for a life benefit of $10,000. Extended coverage will not include AD&D benefits.

SECTION 11

EDUCATION/TRAINING AND PROFESSIONAL DEVELOPMENT

11.1 TRAINING PROGRAMS:

The City recognizes the importance of training programs and advancement of employees to higher skills and encourages employees to participate in programs to improve his/her performance on the job. The City agrees that all direct costs of all training or instruction required by the City shall be paid for by the City.

Charges for tuition, books and supplies for educational courses, not required by the City but directly related to the Management Employee's position with the City, and having *prior written approval* of the Department Director and City Manager will be reimbursed upon presentation of satisfactory completion of such training.

It is the policy of the City to provide paid membership in approved professional associations for Management Employees as budgeted and subject to approval by the City Manager. This policy also includes publications associated with membership and other educational materials. The City encourages Management Employees to attend professional conferences subject to budgetary restraints and fiscal allocation.

SECTION 12

MISCELLANEOUS POLICIES

12.1 PHYSICAL EXAMINATION:

The City encourages all employees to have an annual physical examination as provided for under our health insurance benefits.

12.2 DRESS AND DECORUM:

All employees shall observe professional standards of dress, and decorum considered suitable for general public contact based on current social standards as interpreted by the City Manager.

12.3 EMPLOYEE RESPONSIBILITIES:

Each employee shall comply with all safety laws, rules and regulations and adopted polices of the City in performing the duties required of his/her position; and shall not willfully violate any of the provisions of the ordinances and resolutions which have been adopted and/or prescribed by the Carpinteria City Council or City Manager.

12.4 DEATH BENEFIT:

The City shall pay a death benefit in the amount of Two Thousand Five Hundred Dollars ($2,500) directly to the spouse or legal heirs of any Management Employee within seventy two hours of the death of any Management Employee as the result of any industrial injury or illness as defined by Cal OSHA Publication #120-A, sustained by such employee while on duty within the course and scope of his/her employment with the City of Carpinteria.

12.5 TRANSLATION PAY:

(1). Management Employees are encouraged to voluntarily develop bilingual skills in instances where the public contact nature of their jobs would make such skills valuable.

(2). Any Management Employee hired prior to August 15, 1998 who, on a regular basis, is required to translate/interpret from Spanish to English or English to Spanish and is proficient in Spanish as determined by the City Manager shall be paid Translation Pay.

12.6 MOVE-UP PAY OR TEMPORARY ASSIGNMENT

When in the best interests of the City, the City Manager may approve a Move Up or Temporary Assignment of a probationary or regular employee to a higher level classification than that for which he/she is currently assigned and being compensated, in accordance with the following:

1) Eligibility Requirements

   a) The City Manager has the sole discretion to determine if a Move Up or Temporary Assignment is needed and has the sole authority to deny or approve assignment, without any right to grievance or appeal.

   b) The employee appointed to work in a Move Up or Temporary Assessment must be capable of handling the major duties of the higher level classification without any more supervision than an employee who regularly works in the higher classification.

   c) To be eligible for Move Up or Temporary Assignment, the employee must be required to work more than five (5) working days in succession in the higher classification.

   d) Should an employee be hired to fill a higher classification position during a period of Move Up or Temporary Assignment, the employee's time worked in a higher classification shall not count toward the completion of probationary requirements for the higher classification, unless expressly established as a condition of hiring

2) Amount of Move Up or Temporary Assignment Pay

   a) An employee shall receive compensation equal to ten percent (10%) above the employee's regular base salary, for work performed within the scope and responsibilities of the higher classification and will continue to receive the additional pay for the duration of assignment. Base salary is defined as the base salary paid to the employee without additions for overtime, medical insurance, longevity, expense or other benefits.

   b) In no event shall the employee receive an amount greater than the base salary for the maximum step for the higher classification.

   c) An employee shall not receive any other benefit assigned to the higher classification that they are not already receiving.

   d) While working in an out-of-class assignment, an employee shall continue to accrue, and have recorded, normal step increases in the employee's regular position.

3) Move Up or Temporary Assignment Pay Does Not Apply to the Following:

   a) The mere performance of certain portions of the higher position or assisting with certain duties of the position is filled.

b) Where the temporary assignment is a replacement of an employee on vacation.

c) When the City has activated the Emergency Operations Center (EOC). When the EOC is activated, all public employees are declared to be disaster service workers subject to such disaster service activities as may be assigned to them by their superiors or by law. During a time of emergency, employees may work modified job duties and/or may be asked to take on tasks outside of their normal responsibilities to work in support of emergency operations and such activities and/or duties are not eligible for Move Up or Temporary Assignment Pay.

12.7 PARTICIPATION IN CITY-SPONSORED RECREATION PROGRAMS:

The City agrees to provide special employee rates to currently employed, regular full-time employees and their immediate family members who wish to participate in City-sponsored Parks and Recreation Department Programs. All fees are payable in advance of participation in the program. Requests for employee rates for City-sponsored programs should be in writing and approved by the Parks and Recreation Director and scheduled with the appropriate recreation program supervisor.

(1) Eligible employees will receive a fifty percent (50%) discount on tuition and registration only for City-sponsored recreation programs. Individual enrollees will be responsible for any ala carte activities scheduled in the programs, e.g. field and/or camping trips, movies, special meals, etc. A discount on recreation rental equipment is dependent upon availability.

(2) The annual fee for Community Pool Family Membership will be discounted Seventy-five percent (75%) The fee will include participation in the Masters' Program, Lap Swimming, Recreational Swimming and Water Aerobics.

12.8 CITY PROPERTY:

Desks, file cabinets, lockers, computers, tools and other equipment are property of the City and must be maintained in good condition in accordance with the City's policies, rules and regulations. They must be kept clean and are to be used only for work-related purposes. If the City property is lost, or damaged, report it to your supervisor at once. No property may be removed from the premises without the prior authorization of your supervisor.

In order to ensure compliance with this provision and with the City's policies, rules and regulations, the City reserves the right to inspect all City property, without notice to the employee and/or in the employee's absence.

For security reasons, personal belongings of value should not be left in the workplace. The City is not responsible for lost or stolen personal belongings.

Employees should take reasonable steps to protect City property from theft. Employees should immediately inform management if theft of City property is suspected. However, employees should not attempt to stop the theft of City property if doing so poses any risk whatsoever of endangering the safety of the employee or others.

Immediately upon termination of employment, all property of the City (keys, tools, manuals, etc.) must be returned to the City. All personal items should be removed at the time terminated employees leave the premises of the City. Unless otherwise agreed to in writing, if a terminated employee leaves personal items at the workplace, these items are subject to disposal if not removed within five (5) days of the date of the employee's termination.

12.9 CELL USE PHONE POLICY:

The City may provide certain employees with cellular phones that are to be used only for official City business. The City recognizes that employees may need to use their personal cell phone during working hours due to particular family or personal situations. Employees should limit the use of personal cell phones during working hours, to reasonably necessary communications, and use of a personal cell phone should not interfere with City operations or the performance of job duties. If an employee abuses the use of personal cell phone during working hours, at the City Manager, at his discretion, may require that the employee not use personal cell phones during working hours.

In compliance with California Motor Vehicle Code 23123, employees are not to dial any cell phone while driving, except to call a public safety agency. Employees may not receive incoming calls while driving unless the cell phone can be safely operated in a hands free mode. For employees with hands free cell phone operation, in the event an employee receives an incoming call while driving, the employee should either safely pull off the road to converse, inform the caller that he or she will return the call, or ask the caller to call again to allow the employee to reach a place where it is safe to use the phone. While driving, employees are prohibited from using any cell phone to text message, read or send e-mail, or any similar operations. While driving, employees are also prohibited from engaging in any activity or conduct that would constitute distracted driving or otherwise constitute an unsafe driving practice.

12.10 FITNESS FOR DUTY EXAMINATION:

Whenever the City Manager, or the Human Resources/Risk Manager, believes that an employee is unable to perform the essential functions of their job safely due to illness or injury, or is unable to perform the essential functions of their job safely or without posing a danger to themselves or others, the City may require the employee to submit to an independent medical examination at the City's expense. Such medical examination will be limited to the issues or areas of concern regarding the employee's ability to perform the essential functions of their job. If, after the independent medical examination, the City determines that the employee cannot perform the essential functions of their job, or cannot perform such essential functions safely or without

posing a danger to himself/herself or others, the employee will be given the opportunity to provide the results of a separate medical evaluation by a qualified health care provider selected by the employee, within fifteen (15) days of the employee's receipt of a medical evaluation from the City. In the event of a difference of opinion between the City's and the employee's health care providers, the City may require a third opinion, at the City's expense, performed by a mutually agreeable health care provider who will make a final determination.

12.11 REASONABLE ACCOMMODATION POLICY

The City of Carpinteria is committed to ensuring equal employment opportunities for disabled applicants and employees. It is the policy of the City of Carpinteria to comply with the Federal Americans with Disabilities Act ("ADA") and the California Fair Employment and Housing Act ("FEHA"). Every reasonable effort will be made to provide an accessible work environment for such employees and applicants. The City of Carpinteria will not discriminate against disabled employees. The City of Carpinteria provides reasonable employment-related reasonable accommodation(s) to permit an applicant or employee to perform the essential functions of the job, as defined by law, to qualified individuals with disabilities, and will engage in the interactive process within the meaning of the ADA and FEHA.

SECTION 13

MANAGEMENT PERSONNEL CLASSIFICATION AND COMPENSATION

Effective July 1, 2021

Position	Department	Grade	Minimum	Control Point	Maximum
Assistant City Manager	General Government	M19	$110,877.53	$138,596.30	$152,455.69
Community Development Director	Community Development	M19	$110,877.53	$138,596.30	$152,455.69
Administrative Services Director	Finance	M19	$110,877.53	$138,596.30	$152,455.69
Parks, Recreation & Public Facilities Director	Parks, Recreation & Public Facilities	M19	$110,877.53	$138,596.30	$152,455.69
Public Works Director	Public Works	M19	$110,877.53	$138,596.30	$152,455.69
Principal Planner	Community Development	M16	$81,367.00	$101,811.18	$111,992.30
Human Resources/Risk Manager	Human Resources	M16	$81,367.00	$101,811.18	$111,992.30
City Librarian	Parks, Recreation & Public Facilities	M16	$81,367.00	$101,811.18	$111,992.30
Civil Engineer	Public Works	M16	$81,367.00	$101,811.18	$111,992.30
City Clerk	General Government	M15	$78,166.19	$97,680.72	$107,448.78
Senior Financial Analyst	Finance	M14	$73,721.30	$92,151.63	$101,366.17
Chief Building Inspector/Plan Check	Community Development	M12	$63,801.19	$79,753.50	$87,728.47
Program Manager	General Government	M12	$63,801.19	$79,753.50	$87,728.47
Aquatics Superintendent	Parks, Recreation & Public Facilities	M12	$63,801.19	$79,753.50	$87,728.47
Community Engagement Library Specialist	Parks, Recreation & Public Facilities	M12	$63,801.19	$79,753.50	$87,728.47
Parks & Facilities Maintenance Supervisor	Parks, Recreation & Public Facilities	M12	$63,801.19	$79,753.50	$87,728.47
Environmental Program Manager	Public Works	M12	$63,801.19	$79,753.50	$87,728.47
Public Works Supervisor	Public Works	M12	$63,801.19	$79,753.50	$87,728.47
Code Compliance Supervisor	Community Development	M11	$59,904.80	$74,881.01	$82,368.54
Executive Assistant/Deputy Clerk (Confidential)	General Government	M11	$59,904.80	$74,881.01	$82,368.54
Assistant to Public Works Director	Public Works	M11	$59,904.80	$74,881.01	$82,368.54

APPENDIX A

City of Carpinteria
Policy on Public Employee Personal Use of
Telecommunication Equipment, Electronic Mail, Voice-Mail
and other computer systems

PURPOSE

City-owned telecommunication equipment, computer hardware and software is intended to be used for business purposes. Electronic mail, known commonly as e-mail, is now a primary vehicle for communication in the workplace. As the use of e-mail increases, the need for a clear and comprehensive City's policy on personal use of City equipment becomes important to clarify the rights and obligations of employees and as a protection from potential liability for employers.

POLICY

The City maintains and utilizes as part of its operations a computer system, including e-mail, and a voice-mail system. These systems are provided to assist employees in the conduct of the City's business. All computers to the data stored on them, including e-mail, messages composed as well as all voice-mail are and remain at all times the property of the City. All remain the property of the City. Employees are prohibited from installing or downloading software onto the City's computer system except with the prior authorization of the Administrative Services Director.

Employees should attempt to limit voice-mail and e-mail messages to the conduct of the City's business. Use of the voice-mail and e-mail systems for the conduct of personal business is discouraged. The City reserves the right to prohibit the use of voice-mail and e-mail for the conduct of personal business when deemed appropriate. Other use of computer systems, including use of the Internet and other telecommunicating capabilities, should be limited to the conduct of the City's business unless prior written approval is received from the employee's supervisor.

Except for the right of the City to access data stored on the computer system, including e-mail messages, and to access voice-mail messages as described in this policy, all data stored on the computer system and all messages sent by voice-mail and e-mail are considered to be confidential, and as such are to be accessed only by the employee storing the data, the addressed recipient or at the direction of the addressed recipient. Any exception to this policy must be approved by the Administrative Services Director.

The City reserves the right to retrieve and read any data stored on the computer system and any message composed, created, sent or received on the voice-mail and e-mail systems, as well as Internet usage data, at any time, with or without advance notice to the employee. Although the computer system, including e-mail, and the voice-mail system may accommodate the use of passwords for security, the reliability of passwords for maintaining confidentiality cannot be

guaranteed. All passwords must be made known to the City, and passwords not known to the City may not be used. This is due to the need to access employees' computer systems, including e-mail, and voice-mail systems in the event that an employee is absent or when otherwise deemed appropriate by the City. Employees must therefore assume that any and all voice-mail and e-mail messages and all data stored on the computer system may be read by someone other than the employee storing the data or the intended or designated recipient, and understand the ultimate privacy of data stored on the computer system, including e-mail, and voice-mail messages, cannot be guaranteed to anyone.

The City's policy against unlawful harassment, including sexual harassment, and the City's anti-discrimination policy apply to employees' use of voice-mail, e-mail messages and screen savers as well as any other information transmitted over the City's computer system. Employees should not use any means of electronic communications in a manner that would violate those policies. For example, employees may not communicate messages by computer, voice-mail or other electronic means that would constitute sexual harassment, may not use sexually suggestive screen savers, and may not receive or transmit pornographic, obscene or sexually offensive material or information. As a further example, employees may not use electronic communications to transmit comments or images which are reasonably likely to offend someone on account of his/her age, sex, sexual orientation, race, religious beliefs, national origin, disability, or any of the other factors included in the Equal Employment Opportunity section of this Handbook. Any employee who uses any electronic communications device in a manner which violates this policy will be subject to disciplinary action, up to and including termination of employment.

DIGITAL DEVICES

Employees may not use any personal e-mail account or any digital or electronic device not owned by the City, including but not limited to any laptop computer, desktop computer, tablet computer, cellular telephone, personal digital assistant, or any other device capable of storing electronic information ("Digital Device") for City business without the City's prior written approval. Digital devices used by employees for City business may be subject to inspection to obtain City-related communications if requested under the Public Records Act.

APPLICATION

This policy applies to all employees with the City of Carpinteria.

The City reserves the right to prohibit the use of voice-mail and e-mail for the conduct of personal business when deemed appropriate.

EMPLOYEE RESPONSIBILITY

- Employees will be required to acknowledge that they have read, understand and will abide by the agency's technology policy. Violation of the policy may result in discipline, up to and including dismissal.

    - To the extent that, under some circumstance, an employee is allowed to use e-mail for personal purposes the employee does so at his or her own risk. Employees should be aware that deletion of a message or file may not fully eliminate the message from the system.

- Employees learning of any misuse of the voice-mail, e-mail or other computer system or violations of this policy shall immediately notify the City Manager or his/her designee.

MANAGEMENT RESPONSIBILITIES AND GUIDELINES

Management and supervisors are responsible for reasonable enforcement of this policy. Any e-mail information or messages revealed or disclosed under this policy are considered to be of a confidential nature.

APPENDIX B

SUBSTANCE ABUSE POLICY

This policy sets forth the rights and obligations of City employees. Employees should familiarize themselves with the provisions of this policy *because compliance with this policy is a condition of employment.*

I. PURPOSE

The City of Carpinteria, in its efforts to provide a drug and alcohol free environment, has adopted this Drug and Alcohol Free Workplace Policy. It is the purpose of this policy to eliminate alcohol and drug abuse by City Employees and its effects in the workplace. The presence of drugs and alcohol on the job and the influence of these substances on employees during working hours jeopardizes the safety of employees, the public, and the efficiency of City operations. It is the intent of the City, in adopting this policy, to meet the requirement of the Drug Free Workplace Act of 1988 (41 U.S.C. Section 701-707).

II. POLICY

In recognitions of the duties entrusted to the employees of the City of Carpinteria and with knowledge that drugs and alcohol hinder a person's ability to perform job related duties safely and effectively, the City of Carpinteria adopts the following policy:

1. The use, possession, manufacture, dispensation or distribution of drugs and alcohol is prohibited:

    a. in the workplace;

    b. while on City time;

    c. in City vehicles or facilities except as defined in City's facilities use policies;

    d. prior to coming to work, so that the employee's performance is impaired.

2. The City is committed to providing reasonable accommodation to those employees whose drug or alcohol problem classifies them as disabled, under federal law.

3. The City has established a voluntary Employee Assistance Program (EAP) to assist those employees who voluntarily seek help for alcohol or drug problems (as well as for a variety of other personal problems). Employees may seek confidential assistance from the EAP counselor.

III. APPLICATION

1. This policy applies to all full time, part time and temporary employees, and to all applicants for positions with the City. This policy applies to alcohol and all substances, drugs or medications, legal or illegal, which impairs an employee's ability to effectively and safely perform his/her job duties.

2. A copy of this policy will be provided to all City employees.

3. A drug-free awareness program will be established to inform employees of the dangers and penalties of drug use in the workplace and of available counseling, rehabilitation and employee assistance programs.

4. Violations of the policy may result in disciplinary action being taken, up to and including termination.

IV. DEFINITIONS

For the purposes of this policy:

A. "Illegal drugs" means any drug or controlled substance that is not legally obtainable or is legally obtainable but has not been legally obtained. Consistent with federal law, marijuana is considered an illegal drug, and consistent with the Federal Drug-Free Workplace Act of 1988 and the California Drug-Free Workplace Act, the restrictions related to illegal drugs under this Policy also apply to marijuana.

A. EMPLOYEE QUESTIONS

Employees shall refer any questions regarding rights and obligations under this policy to Human Resources.

B. PROHIBITIONS

The following conduct is prohibited and may result in discipline, up to and including termination:

1. The use, possession, manufacture, dispensation or distribution of drugs and alcohol is prohibited:

    a. in the workplace;

    b. while on City time;

    c. in City vehicles or facilities except as defined in City's facilities use policies;

d. prior to coming to work, so that the employee's performance is impaired.

2. Reporting for duty or remaining on duty while having an alcohol blood concentration level of 0.08 or greater.

3. Being on duty or operating a vehicle on duty while possessing alcohol.

4. Using alcohol while on duty.

5. Reporting for duty or remaining on duty when the employee used any controlled substances, except of the use is pursuant to the written instructions of a physician who has advised the employee that the substance does not adversely affect the employee's ability to perform their job.

6. Reporting for duty or remaining on duty if the employee tests positive for controlled substances.

7. Refusing to submit to any alcohol or controlled substances test required by this Policy. A covered employee who refuses to submit to a required drug/alcohol test will be treated in the same manner as an employee who tested 0.08 or greater on an alcohol test or tested positively on a controlled substances test. A refusal to submit to an alcohol or controlled substances test required by this Policy includes, but is not limited to:

    a. A refusal to provide a urine sample for a drug test;
    b. An inability to provide a urine sample without a valid medical explanation;
    c. A refusal to complete and sign the breath alcohol testing form, or otherwise to cooperate with the testing process in a way that prevents the completion of the test;
    d. An inability to provide breath or to provide an adequate amount of breath without a valid medical explanation;
    e. Tampering with or attempting to adulterate the urine specimen or collection procedure;
    f. Not reporting to the collection site in the time allotted by the supervisor or manager who directs the employee to be tested (the time allotted shall be reasonable. In most cases the City will provide transportation to and from the collection site.);
    g. Leaving the scene of an accident without a valid reason as to why authorization from a supervisor or manager who shall determine whether to send the employee for post-accident controlled substances and/or alcohol test was not obtained.

C. USE OF LEGAL DRUGS

The City recognizes that it may be necessary for employees to use legal drugs from time-to-time. The City also recognizes that an employee who is using legal drugs might become impaired by the drug such that the employee's ability to perform or to perform safely would be compromised. Employee who knows or should know that their use of legal drugs might endanger their own safety or the safety of some other person, or pose a risk of significant damage to City property or the property of others, are obligated to report such use of legal drugs to Human Resources or the City Manager and obtain Human Resources' or the City Manager's consent to continue working. The City reserves the right to have a designated physician determine whether it is advisable for the employee to continue working while taking such drugs. The City further reserves the right to have the employee's physician certify that when returning from a leave of absence, the employee will not be using any legal drugs which might impair the employee's ability to perform the employee's job duties for the City.

If appropriate, the City may restrict the work activities of an employee who is using legal drugs or require that the employee take a leave of absence while taking such drugs. If the City permits an employee to work while using legal drugs, the employee still cannot report to work in any case if impaired by the use of the drugs if the impairment might endanger the employee's own safety or the safety of anyone else, pose a risk of significant damage to City property or substantially interfere with the employee's job performance or the efficient operation of the City's business. The City may require a medical certificate not medical diagnosis as a precondition to return to work.

D. CIRCUMSTANCE UNDER WHICH DRUG AND ALCOHOL TESTING WILL BE IMPOSED ON COVERED EMPLOYEES.

1. Drug and Alcohol Testing

Applicants receiving a conditional offer of employment for certain designated positions, e.g. lifeguards, swim instructors, swim coaches, shall be subject to a urine and/or blood test for the presence of illegal drugs or alcohol. The City may refuse to employ an applicant whose test results show the presence of illegal drugs or alcohol. Applicants who are under a physician's care and/or are required to take legal drugs must notify Human Resources or its designee of that fact in writing before the date of the pre-employment examination. This applies to initial appointment as a classified employee only, and not to promotion within the service.

2. 2. Reasonable Suspicion Testing

The City may require a blood test, urinalysis, or other drug and/or alcohol screening of those employees who are reasonably suspected of using or being under the influence of a drug or alcohol at work, under the following circumstances.

a. "Reasonable suspicion" to test exists if, based on objective factors, a reasonable person would believe that the employee is under the influence of drugs or alcohol at work. Examples of objective factors, include, but are not limited to a combination of: unusual behavior, slurred or altered speech, body odor, red or watery eyes, unkempt appearance, unsteady gait, lack of coordination, sleeping on the job, a pattern of abnormal or erratic behavior, a verbal or physical altercation, puncture marks or sores on skin, runny nose, dry mouth, dilated or constricted pupils, agitation, hostility, confused or incoherent behavior, paranoia, euphoria, disorientation, inappropriate wearing of sunglasses, tremors, or other evidence of recent drug or alcohol use. If the City suspects drugs or alcohol may have played a role in an accident involving City property or equipment that will also constitute reasonable suspicion.

b. Document and Analysis: In order to receive authority to test, the supervisor must record the factors that support reasonable suspicion in writing and analyze the matter with Human Resources or the City Manager, and if they are unavailable, the Department Head. Any reasonable suspicion testing must be pre-approved by Human Resources or the City Manager, and if they are unavailable, the Department Head.

c. Testing Protocol: If the documentation and analysis show that there is a reasonable suspicion of drug or alcohol abuse at work, and Human Resources or the City Manager, and if they are unavailable, the Department Head, has approved, the employee will be relieved from duty, transported to the testing facility and to their home after the test. The employee will be placed on sick or other paid leave until the test results are received.

d. Interview of Employee: An employee shall not be asked any questions without first being offered the right to have a representative present.

3. Post-Accident Testing

Post-accident drug and alcohol testing will be conducted on employees following an accident where reasonable suspicion indicators also exist to support the testing.

Alcohol: Post-accident alcohol test shall be administered within two hours following an accident and no test may be administered after eight hours.

Drug: A post-accident drug test shall be conducted within eight (8) hours following the accident.

An accident occurs when as a result of an incident involving a vehicle operated by a covered employee:

(1) Any individual(s) receives an injury(s) requiring immediate hospital treatment, or;

(2) There is a recommendation by an on scene paramedic or medical professional that individual(s) involved in the accident should see a physician for injury(s) arising out of the accident.

(3) A DMV Traffic Accident Report is required, i.e., the estimate of damage exceeds DMV threshold and either law enforcement or, in the absence of law enforcement, supervisor makes an on scene determination that the employee is at fault.

4. Return To Duty/Follow-up Testing:

A covered employee who has violated any of the prohibitions of this policy (See Section C) may be required to submit to a return to duty test before he/she may be returned to his/her position. The test result must indicate an alcohol concentration of less than 0.08 or a verified negative result on a controlled substances test.

E. EMPLOYEE RESPONSIBILITIES:

An employee:

1. Must not report to work, or be subjected to scheduled duty while his/her ability to perform job duties is impaired due to on or off duty alcohol or drug use.

2. Must not use, possess, sell, purchase, manufacture, dispense or distribute, transport drugs or alcohol

    a. in the workplace, or while conducting or performing City business, regardless of location, or while operating or responsible for the operation, custody, or care of City equipment or other property;

    b. on City time;

c. in City vehicles or facilities except as defined in City's facilities use policies;

d. prior to coming to work, so that the employee's performance is impaired

3. Must notify his/her supervisor, before beginning work, when drugs (prescription or non-prescription) may interfere with the safe and effective performance of duties or operation of City equipment. In the event there is a question regarding an employee's ability to safely and effective perform assigned duties while using prescribed drug, authorization form a qualified physician may be required.

4. Must notify his/her department head of any criminal drug or alcohol statue conviction, for a violation occurring in the workplace, no later than five (5) days after such conviction.

6. Who thinks he/she may have an alcohol or drug use problem is urged to voluntarily seek free confidential assistance from the City's Employee Assistance Program (EAP) counselor. It is the responsibility of each employee to seek assistance before alcohol or drug problems lead to job related performance problems.

7. Must notify his/her department head of all alcohol or criminal drug statute convictions no later than 5 days after such conviction. Off duty arrests or charges do not need to be reported and will not be used for disciplinary or employment purposes.

8. Must notify his/her supervisor, before beginning work, when drugs (prescription or non-prescription) may interfered with the safe and effective performance of duties or operation of City equipment (See Attachment A, Article III, Section 3).

9. Who thinks he/she may an alcohol or drug use problem is urged to voluntarily seek free confidential assistance from the City's Employee Assistance Program (EAP) counselor. It is the responsibility of each employee to seek assistance before alcohol or drug problems lead to job related performance problems.

F. MANAGERS' AND SUPERVISORS' RESPONSIBILITIES

1. Managers and supervisors are responsible for enforcement of this policy and will inform the Department Head and the Human Resources Manager of any violations.

2. Employees who may have a suspected alcohol or drug use problem should be encouraged to voluntarily seek confidential assistance from the City's Employee Assistance Program (EAP).

3. When an employee is involved in an accident, or there is reasonable suspicion, managers and supervisor shall prevent the employee from engaging in further work, remove the employee from the workplace, and then take the employee for a drug and/or alcohol test within the timelines outlined in Section D.2 above.

   Managers and supervisors will participate in appropriate training on alcohol and drug abuse evaluation. When based on their direct observation, it is suspected that an employee may have illegal drugs, that manager would perform a written evaluation or request a trained evaluator to complete a written evaluation.

5. Managers and supervisors are responsible for complying with federal grant money including notification sanction associated with drug convictions or use of drugs in the workplace (41. U.S.C. Section 707-717).

G. PROCEDURES TO BE USED FOR DETECTION OF DRUGS AND ALCOHOL

1. Alcohol Testing:

Alcohol testing will be conducted by using an evidential breath device (EBT) approved by the National Highway Traffic Safety Administration. (Non-EBT devices may be used for initial screening tests.)

A screening test will be conducted first. If the result is an alcohol concentration level of less than 0.02, the test is considered a negative test. If the alcohol concentration level is 0.02 or more, a second confirmation test will be conducted. A positive test for alcohol means a confirmed alcohol concentration of 0.08 or more.

The procedures that will be utilized by the collection and testing of the specimen shall be the same as those required under the City of Carpinteria Drug and Alcohol Testing Policy Pursuant To Department of Transportation Regulations (49 CFR 40).

2. Drug Testing:

Drug testing will be considered pursuant to the same requirements as those required by the City of Carpinteria Drug And Alcohol Testing Policy Pursuant To Department Of Transportation Regulations (49 CFR Part 40).

a. The urine specimen will be split into two (2) bottles labeled as primary" and "split" specimen. Both bottles will be sent to the lab;

b. A positive test means a test that is positive for controlled substances under the Federal D.O.T. Urine Specimen Testing Levels. If the urinalysis of the primary specimen test positive for the presence of controlled substances, the employee has seventy-two (72) hours to request that the split specimen be analyzed by a different certified lab at the employee's cost.

c. The urine sample will be tested for the following: marijuana, cocaine, opiates, amphetamines, and phencyclidine;

d. If the test is positive for one or more of the drugs, a confirmation test will be performed using gas chromatography/mass spectrometry analysis;

e. All drug results will be reviewed and interpreted by a physician before they are reported to the employee and then to the City;

f. With all positive drug tests, the physician (a.k.a. Medical Review Officer) will first contact the employee to determine if there is an alternative medical explanation f or the positive test result. If documentation is provided and the MRO determines that there was legitimate medical use for the prohibited drug, the test result may be reported to the City as "negative."

3. Confidentiality:

The confidentiality of records shall be maintained in the same manner as set forth in the City of Carpinteria Drug and Alcohol Testing Policy Pursuant to Department Of Transportation Regulations.

H. CONSEQUENCES OF FAILING/REFUSING AN ALCOHOL AND/OR DRUG TEST:

FAILING A PRE-EMPLOYMENT DRUG TEST WILL BE GROUNDS FOR REJECTION FROM EMPLOYMENT.

UPON FAILING A REASONABLE SUSPICION AND/OR POST-ACCIDENT ALCOHOL AND/OR DRUG TEST THE EMPLOYEE:

1. Will be removed from driving or operating any heavy or dangerous equipment;

2. May be disciplined up to termination. Failing/refusal to take a controlled substances/alcohol test may result in disciplinary action, up to including termination.

3. May be allowed to sign a last chance agreement as an alternative to discipline which could require the employee to undergo treatment to cure his/her alcohol or drug abuse and be tested periodically. Generally, an employee who tests positive and has not been found to be using alcohol or drugs on-duty will be offered a last chance agreement. The City does not pay for this examination or any treatment. However, if the exam and/or treatment is covered by the employee's insurance policy, the employee may use the insurance policy to (help) pay for the covered expenses.

4. The employee may use leave bank hours compensatory time hours or leave without pay while undergoing treatment/rehabilitation.

5. May not be returned to his/her position until the employee submits to a return-to-duty controlled substances and/or alcohol test (depending on which test the employee failed) which indicates an alcohol concentration level of less than 0.08 or a negative result on a controlled substances test;

6. May be required to submit to unannounced follow-up testing after he/she has been returned to his/her safety-sensitive position for a period of one year.

J. EMPLOYEE ASSISTANCE PROGRAM (EAP)

The City has established an Employee Assistance Program to help employees who need assistance with alcohol and controlled substance abuse. Employees are encouraged to contact the Human Resources/Risk Manager for the number of the current EAP provider.

APPENDIX C

CITY OF CARPINTERIA
PROHIBITION OF
HARASSMENT, DISCRIMINATION AND RETALIATION POLICY

A. PURPOSE

It is the City's intent and the purpose of this Policy to provide all employees, officers and officials, applicants, interns, volunteers and contractors with an environment that is free from any form of unlawful harassment, discrimination or retaliation as defined in this Policy and as provided under federal and state law. This Policy prohibits unlawful harassment or discrimination on the basis of any of the following protected classifications: an individual's race, religion, color, sex (which includes gender, pregnancy, childbirth or related medical conditions), gender identity or expression, sexual orientation, national origin, ancestry, citizenship status, military and veteran status, veteran status, marital status, age for individuals over forty years of age, medical condition, physical or mental disability (whether perceived or actual), genetic information, and any other factor made unlawful by federal, state, or local law.

It is also the policy of the City to provide a procedure for investigating and addressing complaints of alleged harassment, discrimination and retaliation in violation of this Policy. The protection from harassment and discrimination includes protection from retaliation against an employee for his or her having taken action either as a complainant, or for assisting a complainant in taking action, participating in an investigation, or for acting as a witness or advocate on behalf of an employee in a legal or other proceeding to obtain a remedy for a breach of this Policy.

B. POLICY

The City has zero tolerance for any conduct that violates this Policy. Conduct need not rise to the level of a violation of law in order to violate this Policy. Instead, a single act can violate this Policy and provide grounds for discipline or other appropriate sanctions. If you are in doubt as to whether or not any particular conduct may violate this Policy, contact a manager, department head, or the Human Resources/Risk Manager, and, if applicable, do not engage in the conduct and seek guidance from a manager, department head or the Human Resources/Risk Manager.

C. DEFINITIONS

a. Protected Classifications:

This Policy prohibits harassment or discrimination because of an individual's protected classification(s). "Protected Classification" includes race, religion, color, sex (which includes

gender, pregnancy, childbirth or related medical conditions), gender identity or expression, sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, citizenship status, military status, veteran status, marital status, age, medical condition and physical or mental disability (whether perceived or actual).

b. Policy Coverage:

This Policy prohibits City officials, officers, employees, interns and contractors from harassing or discriminating against applicants, officers, officials, employees, interns and contractors because: (1) of an individual's Protected Classification, (2) of the perception that an individual has a Protected Classification, or (3) the individual associates with a person who has or is perceived to have a Protected Classification. Third parties such as visitors to City Hall are also prohibited from engaging such harassment or discrimination. Any such alleged harassment or discrimination should be reported immediately as provided in this Policy.

c. Discrimination:

This Policy prohibits treating individuals differently or otherwise discriminating against an individual because of the individual's Protected Classification as defined by this Policy.

d. Harassment:

By definition, harassment based on an individual's protected classification as defined by this policy, including sexual harassment, is not within the course and scope of an individual's employment with the City. Harassment includes verbal, physical, and visual conduct that creates an intimidating, offensive or hostile working environment or interferes with work performance. Such conduct constitutes harassment when (1) submission to the conduct is made either an explicit or implicit condition of employment; (2) submission to or rejection of the conduct is used as the basis for an employment decision; or (3) the harassment interferes with an employee's work performance or creates an intimidating, hostile or offensive work environment. Harassing conduct can take many forms and includes, but is not limited to, slurs, jokes, statements, gestures, pictures, or cartoons regarding an employee's Protected Classification. The following are some examples of behavior that can constitute harassment:

a. **Verbal harassment**, such as epithets (nicknames and slang terms), derogatory or suggestive comments, jokes or slurs, including graphic verbal commentaries about an individual's body, or that identify a person on the basis of his or her Protected Classification. Verbal harassment may include comments on appearance and stories that tend to disparage those of a Protected Classification.

b. **Visual forms of harassment**, such as derogatory posters, notices, bulletins, cartoons, drawings, sexually suggestive objects, or e-mails on the basis of a Protected Classification.

c. **Physical harassment**, such as assault, touching, impeding or blocking movement, grabbing, patting, propositioning, leering, making express or implied job related threats in return for submission to physical acts, mimicking, taunting, or any physical interference with normal work or movement.

d. **Sexually harassing conduct** in particular includes all of these prohibited actions as well as other unwelcome conduct such as requests for sexual favors, unwelcome sexual advances, or verbal or physical conduct of a sexual nature (like name calling, suggestive comments, or lewd talk).

e. **Romantic or sexual relationships** between supervisors and subordinate employees are discouraged. There can be an inherent imbalance of power and potential for exploitation in such relationships. The relationship may create an appearance of impropriety and lead to charges of favoritism by other employees. A welcome sexual relationship may change, with the result that sexual conduct that was once welcome becomes unwelcome and harassing. To avoid possible claims of sexual harassment, if a supervisor or manager intends to enter into a romantic or sexual relationship with a subordinate employee, the supervisor or manager must inform the Human Resources/Risk Manager so that appropriate steps can be taken to minimize the risk of possible claims of sexual harassment.

D. RETALIATION

Retaliation against an employee who reports or provides information in good faith about harassment or discrimination is strictly prohibited, as is retaliation against an employee for his or her having taken action either as a complainant, or for assisting a complainant in taking action, participating in an investigation, or for acting as a witness or advocate on behalf of an employee in a legal or other proceeding to obtain a remedy for a breach of this Policy. Any act of retaliation violates this Policy and will result in appropriate disciplinary action. Examples of actions that might be retaliation against a complainant, witness or other participant in the complaint process include: (1) singling a person out for harsher treatment; (2) lowering a performance evaluation; (3) failing to hire, failing to promote, withholding pay increases, assigning more onerous work, abolishing a position, demotion or discharge; or (4) real or implied threats of intimidation to prevent an individual from reporting harassment or discrimination.

Before a supervisor or manager attempts to insulate or protect a complainant by changing his or her work environment or schedule or duties or by transferring the complainant to another position or location, the supervisor or manager should contact the Human Resources/Risk Manager.

E. REPORTING HARASSMENT, DISCRIMINATION OR RETALIATION

An applicant, employee, officer, official, intern, volunteer or contractor who feels he or she has been harassed, discriminated against or retaliated against in violation of this Policy should report the conduct immediately as outlined below so that the complaint can be resolved quickly and fairly.

All employees involved in the complaint process may be represented by a person of their choosing and at their own expense.

1. Object to the Conduct

Sometimes an individual is unaware that his/her conduct violates this Policy. In these situations the offensive behavior may be eliminated by simply informing the offender that the conduct or language in question is unwelcome and offensive and request that it be discontinued immediately.

A person who believes he/she is being harassed is encouraged, but is not required to use this process. When the conduct in question continues after the offending person has been informed it is offensive, or if a person does not feel comfortable talking to the offending person directly, the employee should make a report in accordance with subsection 2 or 3 below.

2. Oral Report

If a person who believes that this Policy has been violated does not want to first speak with the offending person, he/she should report the conduct to a supervisor, any City management employee, or the Human Resources Manager. Any supervisory or management employee who receives such a report must in turn direct it to the Human Resources/Risk Manager. The Human Resources/Risk Manager will determine what level of investigation and response is necessary.

3. Written Process

An individual who believes this Policy has been violated and does not feel comfortable using the process outlined above may provide a written complaint to a supervisor, or any management employee who in turn must direct the complaint to the Human Resources/Risk Manager, or to the Human Resources/Risk Manager directly.

F. CITY'S RESPONSE TO COMPLAINT OF HARASSMENT,DISCRIMINATION OR RETALIATION

1. Investigation

Upon receipt of a complaint of alleged harassment, discrimination or retaliation, the Human Resources/Risk Manager will be responsible for coordinating a thorough investigation (unless he/she is named in the complaint). The Human Resources/Risk Manager may hire an outside investigator if the City deems appropriate. The type of investigation undertaken, and the party chosen to conduct the investigation will depend on the nature of the complaint made and will be determined by the Human Resources/Risk Manager. The Human Resources/Risk Manager will report the status of investigations to the City Manager as appropriate.

The Human Resources/Risk Manager, in concurrence with the City Manager, may take interim action to diffuse volatile circumstances, such as placing the alleged perpetrator on paid administrative leave or temporarily transferring the alleged perpetrator. Generally, no interim action should be taken to change the complaining individual's working conditions unless the complaining individual voluntarily consents to the temporary change or the Human Resources/Risk Manager determines that doing so is appropriate under the circumstances.

The City attempts to take a proactive approach to potential Policy violations and may conduct an investigation regarding possible harassment, discrimination or retaliation in appropriate circumstances, regardless of whether or not the recipient of the alleged action or a third party reports a potential violation.

At the conclusion of the investigation, if it is determined that the alleged conduct did not occur or that this Policy was not violated, the Human Resources/Risk Manager will notify the complainant and the alleged perpetrator, if appropriate, of the general conclusion(s) of the investigation and whether any further action is warranted.

2. Remedial and Disciplinary Action

If the investigation determines that the alleged conduct occurred or that the conduct otherwise violated this Policy, the City will notify the complainant and perpetrator of the general conclusion(s) of the investigation and take effective remedial action that is designed to discipline the perpetrator and deter future violations of this Policy. Any employee or officer determined to have violated this Policy will be subject to disciplinary action, up to and including termination. Disciplinary action may also be taken against any official, supervisor or manager who condones or fails to report potential violations of this Policy, or who otherwise fails to take appropriate action to enforce this Policy.

Any official contractor or other non-City employee found to have violated this Policy will be subject to appropriate sanctions.

3. Confidentiality

Every reasonable effort will be made to assure the confidentiality of complaints made under this Policy. Complete confidentiality cannot occur, however, due to the need to fully investigate potential Policy violations and take effective remedial action.

G. RESPONSIBILITIES OF EMPLOYEES, MANAGEMENT AND SUPERVISORY EMPLOYEES

1. Employees

In order to establish and maintain a professional working environment, while at the same time preventing harassment, discrimination, and retaliation, employees are expected to:

- Set an example of acceptable conduct by not participating in or provoking behavior that violates this Policy. Try not to be angry or insulted if an individual tells you that your behavior is offensive. People have different ethical values and standards and may be offended by behavior you think is proper. When appropriate, tell the individual you did not realize your behavior was offensive, and immediately cease the conduct.

- Let fellow employees know when you consider behavior offensive. The City hires people from a wide variety of cultural and ethnic backgrounds, and an individual may not realize behavior he or she thinks is proper could be seen by others as offensive.

- Report harassment, discrimination or retaliation as quickly as possible, whether the reporting employee is the target of the conduct or a witness.

- If an employee witness's harassment, he or she should report it to a supervisor, manager or the Human Resources Manager, and may tell the individual being harassed that the City has a policy prohibiting such behavior, and that he or she can demand that the harasser cease the behavior or report is under this Policy.

- Fully cooperate with the City's investigation of complaints made under this Policy.

2. Managers and Supervisors

In addition to the responsibilities listed above, managers and supervisors are responsible for the following:

- Implementing this Policy by taking all complaints seriously and modeling behavior that is consistent with this Policy. Direct all complaints to the Human Resources Administrator.

- Take positive steps to eliminate any form of harassment, discrimination or retaliation observed or brought to his/her attention.

- No department director, manager, supervisor or other employee may retaliate through any action of intimidation, restraint, coercion or discrimination.

- Monitoring the work environment and taking appropriate action to stop potential Policy violations.

- When appropriate, follow up with those who have complained to ensure the behavior complained of has ceased.

H. Option to Report to Outside Administrative Agencies

Sexual harassment and retaliation for opposing sexual harassment or participating in investigations of sexual harassment are illegal. In addition to notifying the Company about harassment or retaliation complaints, affected employees may also direct their complaints to the California Department of Fair Employment and Housing (DFEH), which has the authority to conduct investigations of the facts. The deadline for filing complaints with the DFEH is one (1) year from the date of the alleged unlawful conduct. If the DFEH believes that a complaint is valid and settlement efforts fail, the DFEH may seek an administrative hearing before the California Fair Employment and Housing Council (FEHC) or file a lawsuit in court. Both the FEHC and the courts have the authority to award monetary and non-monetary relief in meritorious cases. You can contact the nearest DFEH office or the FEHC at the locations listed in the City's DFEH poster or by checking the state government listings in the local telephone directory.

APPENDIX D

RETURN TO WORK POLICY

Purpose

The purpose of this policy is to establish guidelines that the City may follow, should an employee have an extended absence due to illness or injury.

The City strives to assist employees to return to work at the earliest possible date following an injury or illness. However, this policy is not intended to supersede or modify the procedures applicable to employees eligible for reasonable accommodation or covered under leave provisions under the terms of this MOU or federal or state law.

The City cannot guarantee a transitional position and is under no obligation to offer, create or encumber any specific position for purposes of offering placement to such a position.

Inquiries about the reasonable accommodation for disabilities or employee leave rights should be directed to the Human Resources Department (HR).

Transitional Work

The City defines "transitional work" as temporary, light duty and/or modified work assignments within the employee's physical abilities, knowledge and skills.

When possible, in the discretion of the City, transitional positions will be made available to injured workers to minimize or eliminate time lost from work.

The policy only applies to regular full- and part-time employees who are on leave as a result of injury or illness.
In the event an employee refuses transitional work (outside the qualified employee's FMLA/CFRA benefits period) and the employee satisfies the restrictions and ability to perform the transitional position, the City is not obligated to provide an alternative position. In such cases, the City will notify the insurance carrier of the employee's refusal of the transitional work.

Procedures

To obtain a transitional assignment the employee must provide a statement from the employee's treating health care professional containing the following information:

a) That treating health care professional has reviewed the employee's job description;

b) That the employee cannot perform all of the essential functions of her/his job, identifying which essential functions cannot be performed;

c) When the employee will be able to resume performing all essential functions of her/his job, with or without accommodation, and if accommodation will be required, the nature of that accommodation;

d) If the treating health care practitioner cannot determine when the employee will be able to resume performing all essential functions of her/his job, when the employee will next be evaluated for that purpose;

e) In addition, all other work limitations, such as restrictions on lifting, standing, sitting, walking, hours that can be worked and the like, so that the nature of possible transitional employment can be evaluated, and how long each of those limitations will be in place; and

f) Any other limitation of the employee's ability to perform work for the City in a transitional position.

If the treating health care provider provides the above information to the satisfaction of the City, and releases the employee to return to work on modified duty the City will review the information to determine if a transitional position for the employee is appropriate and transitional work falls within City business needs. Transitional positions are developed based on the physical capability of the worker, the business needs of the City and the availability of transitional work. The City will determine appropriate work hours, shifts, duration and locations of all work assignments. The City reserves the right in its sole discretion to determine the availability, appropriateness and continuation of all transitional work assignments. The assignment to a transitional position cannot exceed 6 months.

If the employee is offered a transitional position, a transitional position job description, including physical requirements, will be prepared for review and approval by the treating health care provider. Once approved, the employee will be provided a letter noting the treating health care provider's approval and the start date, hours, wage, duration and location of the transitional work assignment. The employee will be asked to sign the letter indicating his or her acceptance or refusal of the transitional work job offer and to return the letter to HR.

Any employee returning to a transitional position must not exceed the duties of the position or go beyond the doctor's restrictions. If any medical restrictions change, the employee must immediately notify his or her supervisor and provide the supervisor a copy of the new medical release. If, in the judgment of the City, the employee is unable to satisfactorily perform the duties of the transitional position, the City may end the employee's transitional work assignment. The City will keep its insurance carriers apprised of relevant information related to the provisions of this section and its application to employees.

ATTACHMENT B

RESOLUTION NO. 6102

RESOLUTION NO. 6102 WITH ATTACHED CONDITIONS OF EMPLOYMENT FOR MISCELLANEOUS UNREPRESENTED PERSONNEL FOR FISCAL YEAR 2021-2022.

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RESOLUTION NO. 6102

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA APPROVING AND ADOPTING REVISIONS TO THE CONDITIONS OF EMPLOYMENT FOR THE MISCELLANEOUS UNREPRESENTED PERSONNEL FOR FISCAL YEAR 2021-2022

WHEREAS, the City of Carpinteria City Council recognizes that the conditions of employment for at-will management-level employees should be addressed separately from classified employees covered under the Memorandum of Understanding between the City of Carpinteria and the Service Employees International Union (SEIU) Local 620; and

WHEREAS, this classification of employees includes Associate Planner, Code Compliance Officer II, Engineering Technician, Accounting Technician, Management Assistant, Aquatics Program Coordinator, and other clerical positions, the Carpinteria City Council wishes to update the Conditions of Employment to ensure that the City remains competitive; and

WHEREAS, said Conditions of Employment for Miscellaneous Unrepresented Personnel has been recommended to the City Council for approval for effective July 1, 2021 and ending June 30, 2022, and

WHEREAS, it is the desire of the City Council to revise the conditions of employment for those employees classified as management employees, as follows;

1. Effective July 1, 2021, a 3.00% increase/adjustment to the salary grade structure for Miscellaneous Unrepresented classifications. The 3% increase/adjustment will be applied to certain full-time Miscellaneous Unrepresented Personnel who are eligible for an increase/adjustment.

2. Classification and Compensation tables reflect changes during the budget process for Fiscal Year 21-22. The tables have also been updated to reflect positions that were eliminated, i.e., Code Compliance Officer I, Assistant Planner. Finally, all salary ranges have been updated to reflect the 3% increase/adjustment.

3. Effective following the approval and adoption of this Agreement, employees will receive a one-time non-pensionable $1,500 payment.

4. Effective January 1, 2022, the allowance is $1,284 (rounded up from $1,283.16).

5. Effective July 1, 2021, approve and adopt changes to the City's Substance Abuse Policy for all employees.

All other provisions of the Conditions of Employment for Miscellaneous Unrepresented Personnel will remain unchanged and in effect during the term of the agreement

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1. The revised Conditions of Employment for Miscellaneous Unrepresented Personnel, attached hereto Exhibit A, effective July 1, 2021, is hereby approved and implementation by the City Manager is authorized, and

PASSED, APPROVED AND ADOPTED on 28th day of February, 2022, 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 hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Carpinteria held on the 28th day of February, 2022.

_____
City Clerk, City of Carpinteria

APPROVED AS TO FORM:

_____

Jena Shoaf Acos, on behalf of Brownstein Hyatt Farber Schreck, LLP acting as City Attorney of the City of Carpinteria

CITY OF CARPINTERIA
CONDITIONS OF EMPLOYMENT
FOR MISCELLENOUS UNREPRESENTED PERSONNEL

EFFECTIVE JULY 1, 2021

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MISCELLANEOUS EMPLOYEE CLASSIFICATION AND COMPENSATION

EFFECTIVE JULY 1, 2021

The following positions have been designated by the City of Carpinteria as Miscellaneous Unrepresented Employees. These positions are not classified as management employees nor are they represented by SEIU Local 620.

Employees in this category are full-time employees. None of the positions are exempt from overtime requirements of the Federal Fair Labor Standards Act and, as with other non-exempt employees, all overtime must be authorized in advance (unless in emergency) by the affected employee's department head.

Position	Department	Grade	Minimum	Control Point	Maximum
Associate Planner*	Community Development	12	$63,802.31	$79,753.50	$87,728.47
Accounting Technician	Administration Services	9	$49,918.88	$62,398.60	$68,639.40
Engineering Technician	Public Works	9	$49,918.88	$62,398.60	$68,639.40
Code Compliance Officer II	Community Development	8	$48,159.83	$61,295.72	$66,220.68
Management Assistant*	Parks, Recreation & Public Facilities	7	$45,890.46	$57,363.68	$63,099.10
Aquatics Program Coordinator	Parks, Recreation & Public Facilities	5	$41,547.19	$51,933.98	$57,127.38

- *Under Ordinance # 559, the positions of Management Assistant and Associate Planner are included in the list of positions that are classified as "at will" employees serving at the pleasure of the City Manager and exempt from the City Personnel rules. Accordingly, an employee serving in this capacity is free to resign from his/her position any time, with or without cause, upon oral or written notice to the City Manager, and similarly, the City may end the employment relationship or change the status (i.e., modify the position, implement a demotion, adjust wages, etc.) at any time, with our without cause, upon oral or written notice to the employee".*

1.2 PERSONNEL RULES:

"Regular," "full-time" and "part-time" employees are defined in the Personnel Rules, and those definitions are adopted for use in these Conditions of Employment as well. The City intends to continue to review and develop revised personnel rules, regulations, and grievance procedures, employee handbook, job classifications and job descriptions.

SECTION 2

WORK SCHEDULE

2.1 REPORTING:

Miscellaneous unrepresented employees are classified as hourly and non-exempt employees. All miscellaneous employees for the City of Carpinteria are required to accurately report hours worked on daily time sheets.

2.2 FLEXTIME SCHEDULING:

Employees may have the option to participate in an alternate 9/80 work schedule based on a flexible 9 day/80 hour pay period (eight 9-hour days and one 8-hour day). Each employee electing to participate in flextime scheduling must select a Monday or Friday as their designated flex day off, the alternate Monday or Friday will be their 8-hour day. The daily work schedule for the nine hour days will begin at 7:30 a.m. and end at 5:30 p.m. with a one hour lunch; the daily work schedule for the eight hour day will begin at 8:00 a.m. and end at 5:00 p.m., with a one hour lunch.

Individuals may request flexible work schedules which meet their personal needs, however, the flex day selected is subject to the operational needs and requirements of the department as determined by the City Manager. Human Resources and Payroll must be advised, in writing, of the selected day and any change from the established flex day, must be requested in advance and approved by the Department Head and the City Manager.

The program will be evaluated on an on-going basis regarding personal performance standards, as well as monitoring staffing needs to ensure that the public is being appropriately served. Continuation of such schedules shall be subject to review and approval of the City Manager.

The City Manager reserves the right to remove any (or all) employees from flexible work schedules. To the extent possible, two weeks advance written notice will be provided to the employee. An employee shall not be removed from a flexible work schedule for arbitrary or capricious reasons.

SECTION 3

COMPENSATION AND BENEFITS

3.1 PAY STATUS:

An affected employee is considered to be in pay status and eligible for benefits under any of the following circumstances:

(1) While working regular hours
(2) While on authorized PTO Leave Bank hours
(3) While on authorized Injured on Duty (IOD) status
(4) While on authorized jury duty
(5) While on Compensatory time off

The City Manager may authorize coverage of benefits on an individual basis for employees on authorized leave without pay for a period of up to four (4) months when it is deemed appropriate or is otherwise required by law.

3.2 METHOD OF PAYMENT:

Employees shall be paid on a bi-weekly basis and pay checks will be available on the Thursday afternoon following the close of the regular pay period unless holidays or circumstances beyond the control of the City occur in which case all necessary action will be taken to insure that individual pay checks are available with a minimum of delay.

Employees are encouraged to take advantage of direct deposit of payroll checks. Upon request, payroll checks may be directly deposited to an employee's checking or savings account.

3.3 BASE WAGE ADJUSTMENT:

A. Effective following approval and adoption of this Agreement, employees employed with the City prior to June 30, 2021, will receive a one-time, non-pensionable $1,500 payment.

B. Effective the first full pay period after July 1 the affected employees listed in Section 1, (Classification), shall have their base wages adjusted pursuant to the results of an annual performance based employee evaluation.

The review shall include a Performance Rating of one of five categories:

- Unacceptable
- Needs Improvement;
- Contributor;
- Valued Performer;
- High Performer.

The result of the Performance Rating shall be used by the City Manager to determine the appropriate range of increase to the base wage as illustrated in the Merit Increase Matrix. The exact increase within the range provided for in the Matrix shall be determined by the City Manager.

All wage increases are subject to availability of funds as authorized by City Council. Should fiscal constraints limit full funding of wage increases, all authorized base wage increases shall be reduced by an equal percentage.

MERIT INCREASE MATRIX

		Position and Range		
		Lower Third Min to 90% of CP	Middle Third 90.1% of CP to CP	Upper Third CP to Maximum
Performance Rating	High Performer	11 ½ to 12 ½%	10 to 11%	9 ½ or to Range Max
	Valued Performer	8 ½ to 9 ½%	7 ½ to 8%	6 ½ to 7% or to Range Max
	Contributor	5 ½ to 6%	4 to 5%	0
	Needs Improvement	0	0	0
	Unacceptable	0	0	0

3.4 DEFERRED COMPENSATION PROGRAM:

The ICMA Deferred Compensation Program will be available to miscellaneous unrepresented employees with participation on a voluntary basis.

3.5 SHORT-TERM/LONG TERM DISABILITY PROGRAM:

In addition to coverage under the State Disability Insurance Program, the City provides eligible full-time employees with additional short-term disability coverage to integrate with SDI for a weekly benefit of 60% of covered earnings and a long-term disability program to provide a monthly benefit of 66 2/3% of covered earnings, such coverage to be at City expense. This program will be at the expense of the City.

3.6 OUTSTANDING OBLIGATIONS UPON TERMINATION:

If any affected employee has any outstanding obligations due to the City, such as advance use of any benefits or lost or damaged equipment, at the time of termination, the employee will be so notified and requested to reimburse the City for any such amounts advanced to the extent allowed by law.

3.7 CAL PERS RETIREMENT:

The City provides retirement benefits through the California Public Retirement System pursuant to Section 7.

3.8 HEALTH, DENTAL AND WELLNESS PROGRAM:

The City provides health, dental and wellness benefits pursuant to Section 8.

3.9 REPORTING HOURS WORKED

A. Individual employees are responsible for accurately reporting time worked. All hours worked shall be reported by clocking in and out on the computer at their work station. Actual time worked will be recorded on a daily basis and tabulation of time at the end of the work period will be computed to the exact hour and fractional minutes. Such time shall be verified by the employees' supervisor. Employees are prohibited from working "off the clock," and are required to accurately record all hours worked.

B. The City acknowledges that from time to time a computer clock may gain or lose time, causing the clock to be off by minutes. The City agrees to take this into consideration whenever it appears that the computer clock has caused an employee to clock in late. If an employee becomes aware of such a problem with his/her computer, it should be reported immediately to their supervisor.

C. If access to a computer is not available, all hours worked by employees shall be reported on time sheets provided and shall be stated in straight time hours. The individual employee is responsible for accurately reporting all hours worked. Hours worked shall be reported in not less than quarter (1/4 or .25) hour increments of time actually worked. Time worked 7 1/2 minutes or less will not be reported and time worked in excess of 7 1/2 minutes will be reported as a quarter (.25) hour. Such time shall be verified by the employees' supervisor.

3.10 BREAKS

Each affected employee shall be entitled to a sixty (60) minute lunch period and two breaks per eight-hour working day. The morning break and the afternoon break are fifteen (15) minutes. Breaks shall not be taken earlier than one hour after starting work in the morning or lunch, or later than one hour before lunch or the end of the working day.

Breaks do not accumulate and will be scheduled by the employee's supervisor.

3.11 OVERTIME RECORDS

Employees shall report all overtime in actual hours worked on their biweekly timesheet. The Finance Office shall convert all reported overtime hours worked to time and one-half, identify reported overtime hours worked as regular overtime hours and/or premium overtime hours and record such converted hours to the credit of the affected employee. All overtime must be authorized in advance (unless in emergency) by the affected employee's department head.

3.12 OVERTIME COMPENSATION

The affected employee shall be compensated for overtime hours as follows:

1. Timesheets determine actual hours worked by calculating the elapsed time between clock in times and clock out times in quarter hour increments. See Section 3.9 (Reporting Hours Worked).

2. PTO, holiday, compensatory time off and other time not actually worked are not counted as hours worked for overtime purposes.

3. Hours worked in excess of the employee's regularly scheduled hours in any one work day (12 midnight to 12 midnight) or in excess of the employees total regularly scheduled hours in any work week (Saturday through Friday) are recorded as overtime hours worked. Hours worked that are in excess of both the employee's regularly scheduled hours in the work day and the work week are not considered as separate incidents of overtime worked.

4. Hours worked on a day that has no scheduled hours (usually weekend days or holidays) are recorded as overtime hours worked with a two hour minimum.

5. At the end of each two week pay period, total overtime hours worked are accumulated and categorized as either (a) premium overtime hours or (b) regular overtime hours.

    a. Hours worked in excess of the employee's total regularly scheduled hours in any work week are categorized as premium overtime hours.

b. Total overtime hours less hours categorized as premium overtime hours are categorized as regular overtime hours.

6. Regular overtime hours are multiplied by 1.5 and the resulting hours are added to the employee's overtime bank.

7. Premium overtime hours are multiplied by 1.65 (1.5 x 1.1) and the resulting hours are added to the employee's overtime bank.

8. Hours in an overtime bank in excess of 100 at the end of a payroll cycle will be paid in the subsequent payroll at the employee's regular base pay hourly rate then in effect and the paid hours deducted from the overtime bank.

9. At the employee's choice, overtime hours recorded on an employee's timesheet may be either (a) paid or (b) accrued to the employee's overtime bank to be used as compensatory time off or paid at a later time as provided in this section. Employees must specify in writing on their timesheet which one of these two options is chosen. If the employee does not specify how the overtime hours should be treated, the default option is to be paid for the hours.

10. If an employee elects and is approved to use some or all of the employee's accrued overtime bank as compensatory time off, the amount taken as compensatory time off shall be deducted from the employee's overtime bank on an hour-for-hour basis.

11. No overtime shall be worked without department head approval in advance in writing. However, such approval shall be given in any case in which the affected employee worked such overtime at the direction of a supervisor. No overtime shall be authorized or worked for the convenience of the employee (i.e. voluntary shift trading, etc.).

12. Management shall assign overtime work as equitably as possible among all qualified employees in the same classification in the same organizational unit and work location.

13. Employees with accumulated overtime hours accrued in their overtime bank may, not more often than four times per fiscal year, request and receive a cash buy-out of a portion or all of such accumulated accrued time in their overtime bank. Such payment will be made on the next regular pay period and paid at the employee's regular base pay hourly rate then in effect.

14. When employment with the City terminates the City shall make a cash payment for the employee's accumulated unused overtime bank time on the books at the employee's regular base pay hourly rate then in effect.

3.13 HOLIDAY PAY

A. Unless otherwise provided herein, a regular full-time employee not working on a holiday will receive one day's pay at his or her normal straight time rate, exclusive of shift or temporary or relief supervisory differentials. Said holiday pay shall not be paid if the employee is not in a pay status the last normal working day before a holiday or the first normal working day after such holiday. See Section 3.1 for definition of pay status.

B. An employee who is scheduled to work on a holiday but fails to report for work and fails to notify the City or provide evidence of an emergency is unexcused and will not receive payment for the holiday.

C. If a holiday falls on a normal workday which is during an approved leave, at the employee's option the employee will not be charged for a leave day the day of the holiday, or may be given an additional day at the beginning or end of his/her leave. Holidays which fall on normal working days within an unpaid leave of absence, will not be counted as workdays and will not be recognized for pay purposes.

D. Employees who are required to work on holidays will receive, in addition to the holiday pay provided for in this section, a minimum three (3) hours straight time pay for hours worked and time and one-half for hours worked beyond 8 hours or a normal shift, whichever is appropriate.

E. Employees who are required to work on a holiday will be paid a minimum three hours of their regular wage.

3.14 CALL BACK PAY

A. Any affected employee called out to work after his/her normal working hours shall receive a minimum of two (2) hours cash compensation at the rate paid for overtime work. In such cases all work in excess of the two (2) hour minimum shall be compensated at the regular overtime rate. The overtime rate shall be based on the employee's base hourly rate. Call-back shall be defined as being called out to work outside one's normal working hours by the Sheriff's Department, City Manager, or Department Head r on an unscheduled basis.

An employee should not respond to a call-back if any alcoholic beverage has been consumed or a medication taken that might impair his/her ability to perform the duties required.

B. All affected employees who are required and/or authorized to attend an authorized meeting which starts after the established work day shall be credited for a minimum of two (2) hours overtime. For all time in excess of two (2) hours, normal overtime policies shall be in effect.

C. In the event a call-out exceeds two (2) hours in actual time for an employee, the time reported for payroll purposes only shall begin with ten (10) minutes prior to the employee reporting for work and end ten (10) minutes after the time the employee leaves work to return home.

D. Employees in off-duty status will not be required to respond to call-back. The exception being when a state of emergency has been declared by the City Manager.

3.15 MOVE-UP PAY OR TEMPORARY ASSIGNMENT

When in the best interests of the City, the City Manager may approve a Move Up or Temporary Assignment of a probationary or regular employee to a higher level classification than that for which he/she is currently assigned and being compensated, in accordance with the following:

1) Eligibility Requirements
   a) The City Manager has the sole discretion to determine if a Move Up or Temporary Assignment is needed and has the sole authority to deny or approve assignment, without any right to grievance or appeal.
   b) The employee appointed to work in a Move Up or Temporary Assessment must be capable of handling the major duties of the higher level classification without any more supervision than an employee who regularly works in the higher classification.
   c) To be eligible for Move Up or Temporary Assignment, the employee must be required to work more than five (5) working days in succession in the higher classification.
   d) Should an employee be hired to fill a higher classification position during a period of Move Up or Temporary Assignment, the employee's time worked in a higher classification shall not count toward the completion of probationary requirements for the higher classification, unless expressly established as a condition of hiring
2) Amount of Move Up or Temporary Assignment Pay
   a) An employee shall receive compensation equal to ten percent (10%) above the employee's regular base salary, for work performed within the scope and responsibilities of the higher classification and will continue to receive the additional pay for the duration of assignment. Base salary is defined as the base salary paid to the employee without additions for overtime, medical insurance, longevity, expense or other benefits.
   b) In no event shall the employee receive an amount greater than the base salary for the maximum step for the higher classification.
   c) An employee shall not receive any other benefit assigned to the higher classification that they are not already receiving.
   d) While working in an out-of-class assignment, an employee shall continue to accrue, and have recorded, normal step increases in the employee's regular position.
3) Move Up or Temporary Assignment Pay Does Not Apply to the Following:
   a) The mere performance of certain portions of the higher position or assisting with certain duties of the position is filled.
   b) Where the temporary assignment is a replacement of an employee on vacation.

c) When the City has activated the Emergency Operations Center (EOC). When the EOC is activated, all public employees are declared to be disaster service workers subject to such disaster service activities as may be assigned to them by their superiors or by law. During a time of emergency, employees may work modified job duties and/or may be asked to take on tasks outside of their normal responsibilities to work in support of emergency operations and such activities and/or duties are not eligible for Move Up or Temporary Assignment Pay.

3.16 WITNESS AND JURY DUTY PAY

Required court time for off-duty regular full-time City employees shall be treated as overtime, with the minimum time being two (2) hours for any one day. This section shall not apply to any on-duty employees. This section shall apply only in court cases dealing with the scope of employment and shall not apply in cases of a personal or non-job related court action.

Every classified employee of the City who is called or required to serve as a trial juror shall be entitled to absent himself or herself from his/her duties with the City during the period of such service or while necessarily being present in court as a result of such call. Said employee shall continue to receive his/her full compensation from the City while serving on such jury duty, but shall reimburse the City the amount of daily per diem fees (exclusive of travel expenses) paid to such employee while acting as a juror.

3.17 STANDBY PAY

Only the City Manager or Acting City Manager may order standby status. When on standby status, an employee shall be required to be on call during normal time off, accessible by telephone or other agreed upon electronic device and available to report to work immediately.

The City agrees to pay two hours of straight time pay, or the employee may elect to take two hours compensatory time, per twenty-four (24) hour period or portion thereof in excess of four (4) hours when any miscellaneous unrepresented employee is required to-be on call on a standby basis at home during normal time off. This does not include informal alerts or requests to keep the City Manager or Acting City Manager advised of whereabouts during possible emergencies.

An employee on standby status must be in physical condition to adequately to perform his/her duties and must not have consumed any alcoholic beverage or taken medication or other substance that might, in any way, hinder performance of his/her duties.

13.8 PAID REST AND RECOVERY TIME

An employee who is required to work after 8:00 p.m., and is scheduled to work the following day, that employee may report to work two (2) hours later and that employee will be paid their regular wage for two (2) hours.

SECTION 4

LEAVE REGULATIONS

4.1 ANNUAL LEAVE:

Annual leave for regular full-time employees and regular part-time employees is inclusive of all leave benefits (vacation, sick, floating holidays, paid administrative leave and approved paid personal leave, and can be used for vacations, personal time off, sick leave purposes and other time away from work consistent with the terms of this section. The use of annual leave for "Sick Leave Purposes" means 1) time off to diagnose, care or treat an existing health condition, or for preventive care for the employee or for the employee's child, spouse, domestic partner, parent, parent of employee's spouse or domestic partner, grandparent, grandchild, or sibling; and 2) time off for employees who are victims of domestic violence, sexual assault, or stalking may also use annual leave to seek medical attention, obtain services from a shelter or crisis center, obtain counseling, or go to court.

Employees covered in this Conditions of Employment, who has served less than thirty (30) days within a year of the commencement of employment in the service of the City are not eligible for annual leave.

4.2 ANNUAL LEAVE BANK ACCRUAL:

Eligible employees will accrue annual leave time based on years of service in accordance with the following established schedule:

4. 3 LEAVE BANK SCHEDULE

(Days on leave bank schedule are figured as eight (8) hour days)

Years of Service	***Accrual***	
One through three	144 hours	(18 days)
Four through six	160 hours	(20 days)
Seven through ten	184 hours	(23 days)
Eleven	192 hours	(24 days)
Twelve	200 hours	(25 days)
Thirteen through fifteen	208 hours	(26 days)
Sixteen through eighteen	224 hours	(28 days)
Nineteen or more	232 hours	(29 days)
Thirty years (longevity benefit)	24 additional hours	3 additional days

At the beginning of each fiscal year eligible employees will receive a leave bank equal to his/her annual leave entitlement.

Employee's annual leave entitlement for his/her first year of employment shall be based on the number of full months that employee will work for the City prior to the July 1 following their date of hired. For example, if an eligible employee's first day of employment is December 15, her/his annual leave entitlement for their year of employment will be 50% of 144 hours, which equals 72 hours. However, the amount of the leave bank entitled for the first year of employment will not be less than twenty-four (24) hours or three (3) days, whichever is greater. The first year amount of annual leave will be credited to the employee's leave bank after the employee completes thirty (30) days of employment in the service of the City. The amount of annual leave credited to the employee's leave bank for their first year of employment will not be subject to the maximum leave bank accumulation as provided in section 4.3

Effective the July 1 following the employee's date of hire, and every July 1 thereafter, employees will receive a leave bank equal to his/her annual leave entitlement.

Regular part-time employees who work less than full-time, but are scheduled to work more than 1040 hours a year are eligible for annual leave benefits, and shall be credited leave bank time on a prorated basis.

In the event one or more municipal holidays fall within an authorized leave with pay, such holidays shall not be charged as leave, and the leave shall be extended accordingly.

Upon termination of employment with the City, the cash value of any unused leave time in excess of that which would have been earned had it been granted on a pro-rated monthly basis and other outstanding obligations due the City shall be deducted from the final payment to the employee.

Accrued leave time can be taken off prior to the date of retirement and used to delay final date of employment if it is requested in writing and approved at least thirty (30) days prior to the scheduled date that such leave would begin.

4.3 LEAVE ELIGIBILITY:

Employees are eligible to use annual leave benefits on their ninetieth (90^{th}) day of employment.

4.4 NOTIFICATION FOR USE OF LEAVE BANK:

Except for annual leave used for Sick Leave Purposes, in cases of emergency or when the need to use leave time is not otherwise reasonably foreseeable, notification for use of leave bank hours will be as follows:

Employees are required to make written requests through the appropriate supervisory channels for the use of accrued leave time. The written request shall be submitted at least two (2) full working days in advance for leave requests of up to four (4) working days; for leave requests of five (5) working days or more, the written request shall be submitted at least ten (10) working days, but not earlier than ninety (90) calendar days, prior to the beginning date of the requested leave. No

use of accrued leave time or related absence is authorized until the employee's written request is approved in writing.

Leave periods shall be scheduled by management to provide adequate staffing. Such scheduling shall be subject to the needs of the City but shall take into account employee seniority and personal preference. The City will make every effort to give maximum possible advance notice to the affected employee in the event scheduled leave must be cancelled or modified due to the needs of the service.

Where use of accrued leave time is requested for Sick Leave Purposes, in cases of emergency or when the need to use leave time is not otherwise reasonably foreseeable, notification for use of leave bank hours will be as follows:

Where the need to use annual leave for Sick Leave Purposes is foreseeable, employees must provide reasonable advance notice, orally or in writing, to their supervisor or Human Resources. If the request for the use of five (5) or more days of leave time is related to plan medical treatment, when possible the employee should make the request for use of leave time at least ten (10) working days in advance. When the need to use annual leave for Sick Leave Purposes is not foreseeable, is being used in cases of emergency or when the need to use leave time is not otherwise reasonably foreseeable, employees are required to notify their supervisor or Human Resources, orally or in writing, as soon as practicable.

4.5 UNAUTHORIZED LEAVE

An employee's absence shall be unauthorized if the employee does not report his or her absence to his or her supervisor or Human Resources as required under section 4.4.

4.6 LEAVE BANK ACCUMULATION

A maximum of one hundred and twenty hours (15 days) of leave accrual will be the maximum allowed for carry-over at the end of a fiscal year, provided however, if at the end of year there are any leave bank hours over 120, the hours will be carried over and a commensurate number of hours shall be deducted from the employee's annual accrual in order that the maximum leave bank accrual not exceed an employee's annual accrual plus 120 hours.

4.7 LEAVE BANK CASH-OUT/OPTIONS

1. Each employee may cash-out up to eighty (80) hours of any unused leave hours accrued at the beginning of the fiscal year, provided the employee retains an accrued leave balance of at least forty (40) hours in their leave bank. Compensation for such cash-out of unused accrued leave hours will be based on the employee's existing salary at the time the request is made.

2. Further, each employee may direct that all or any portion of the allowed cash-out amount be used to buy benefits offered under the Flexible Benefit Program.

4.8 TREATMENT OF ACCRUED LEAVE UPON TERMINATION

At the time of termination of employment, employees shall be paid the cash value of all unused accrued leave hours based on the employee's then existing salary rate; or, in the alternative, the employee may exercise the option to invest the cash value of such unused accrued leave hours in the Employee Flexible benefit Program.

If a retiring employee terminates employment during the year and is legally entitled to a distribution of unused leave, the employee may submit, in writing, his or her request for the City to "hold" payment of his or her accumulated leave until the following year. Such request must be submitted in writing in advance of the date of retirement and requires written approval by the City Manager before any disbursement can be made.

4.9 CATASTROPHIC EVENT:

In the event an employee in this group suffers a catastrophic event, e.g. serious illness, and there is not a sufficient leave balance to cover the employee's absence from the workplace, upon written request to the City Manager, an advancement of up to thirty (30) days of leave may be granted, with the understanding that it will be reimbursed to the City on a day-for-day basis from future allocated leave or reimbursed to the City as outlined under Section 3.6 Outstanding Obligations Upon Termination.

4.10 UNPAID LEAVE:

Leave of Absence Without Pay

The City Manager may grant a regular or probationary employee leave of absence without pay or accrual of employment benefits, such as paid time off or seniority, for reasons other than pregnancy, disability or family care leave, for a period not to exceed ninety (90) days. No employee shall be authorized leave without pay if said employee has accrued leave or compensatory time-off accrued on the books of the City. After ninety (90) days, the leave of absence may be extended if authorized by the City Council.

No such leave shall be granted except upon written request of the employee, setting forth the reason for the request, and the approval will be in writing. Upon return to duty following expiration of a regularly approved leave, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of the employee on leave to report promptly at its expiration shall be cause for discharge. The depositing in the United States mail of a first class letter postage paid, addressed to the employee's last known place of address shall be reasonable notice.

Department heads may grant a regular, or probationary employee leave of absence without pay for not to exceed one (1) calendar week. Such leaves shall be reported to the Human Resources/Risk Manager.

No leave shall accrue to any employee during any full biweekly pay period in which the employee is on an authorized leave without pay in excess of five (5) days. Employee on leave without pay may also be responsible for full payment (employer and employee portion) of insurance premiums for insurance coverage during such leave. Benefits shall be continued at City expense during the first thirty (30) days of such leave.

Statutory Family and Medical Leave

1. Eligibility

The City provides eligible employees the opportunity to take unpaid leaves of absence for specific reasons in accordance with California's Moore-Brown-Roberti Family Rights Act (CFRA) and the federal Family and Medical Leave Act of 1993 (FMLA). To be eligible for FMLA/CFRA Leave, an employee must (1) have worked for the City for at least twelve months prior to the date on which the leave is to commence; and (2) have worked at least 1,250 hours in the twelve months preceding the leave.

2. FMLA Leave

a. Permissible Uses

"Family care leave" may be requested under the FMLA for (1) the birth or adoption of an employee's child, (2) the placement of a foster child with the employee; or (3) the serious health condition of an employee's child, spouse, or parent. "Medical leave" may be requested under the FMLA for an employee's own serious health condition. A "serious health condition" is one that requires either in-patient care in a medical facility or continuing treatment or supervision by a health care provider.

"Qualifying exigency leave" may be requested under the FMLA for qualifying exigencies arising out of the fact that an employee's spouse, son, daughter, or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation. "Qualifying exigencies" include certain absences related to short-notice deployment, military events and related activities, childcare and school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and additional activities. Employees may contact the Human Resources/Risk Manager or her or his designee for more information about what qualifies as a "qualifying exigency."

"Military caregiver leave" may be requested under the FMLA to care for a "covered service member" if the employee is a spouse, child, parent, or next of kin of the "covered service member." A "covered service member" is:

- a member of the Armed Forces, including the National Guard and Reserves, who, because of a serious injury or illness incurred in the line of duty while on active duty that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating, is: (1) undergoing medical treatment, recuperation, or therapy; (2) in outpatient status; or (3) on the temporary disability retired list; or

- a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

b. Amount of FMLA Leave Available

Provided all the conditions of this policy are met, an employee may take a maximum of twelve (12) weeks total of family care leave, medical leave, and qualifying exigency leave under the FMLA in a 12-month period. This 12-month period is measured backwards from the date the employee's family care leave, medical leave, or qualifying exigency leave under the FMLA commences. Spouses who are both employed by the City may take a maximum combined total of twelve weeks of family care leave under the FMLA in a 12-month period for the birth, adoption, or foster care of their child.

Provided all of the conditions of this policy are met, an employee may take up to 26 weeks total of a combination of all leaves under the FMLA during a 12-month period (up to 12 weeks of which may be for FMLA leave other than military caregiver leave). The 12-month period used to measure this entitlement will commence upon the first use of military caregiver leave under the FMLA for a covered service member's particular injury.

3. CFRA Leave

"Family care leave" may be requested under the CFRA for (1) the birth or adoption of an employee's child, (2) the placement of a foster child with the employee; or (3) the serious health condition of an employee's child, spouse, domestic partner as defined in California Family Code Section 297, or parent. "Medical leave" may be requested for an employee's own serious health condition. A "serious health condition" is one that requires either in-patient care in a medical facility or continuing treatment or supervision by a health care provider.

Provided all of the conditions of this policy are met, an employee may take up to twelve (12) weeks of leave under the CFRA during a 12-month period. This 12-month period is measured backwards

from the date the employee's family care leave or medical leave under the CFRA commences. Spouses who are both employed by the City may take a maximum combined total of twelve weeks of family care leave under the CFRA in a 12-month period for the birth, adoption, or foster care of their child.

Family care leave and medical leave under the CFRA typically run concurrently with family care leave and/or medical leave under the FMLA.

4. Intermittent Leave

FMLA/CFRA Leave taken for the birth, adoption, or foster care placement of a child generally must be taken in blocks of at least two (2) weeks' duration; however, the City will provide employees with family care leave for birth, adoption, or foster care placement for periods of less than two (2) weeks duration on any two (2) occasions. FMLA/CFRA Leave taken for the birth, adoption, or foster care placement of a child must be concluded within one (1) year of the birth, adoption, or placement.

Qualifying exigency leave under the FMLA may be taken on an intermittent or reduced schedule as required by the qualifying exigency.

FMLA/CFRA Leave for any other reason may be taken intermittently or on a reduced schedule where medically necessary. If FMLA/CFRA Leave is authorized to be taken intermittently or on a reduced schedule, the City retains the discretion to transfer the employee temporarily to an alternative position with equivalent pay and benefits which better accommodates the employee's leave schedule.

5. Substitution of Paid Leave

Employees are required to substitute accrued paid time off, including accrued compensatory time off, for all FMLA/CFRA Leaves, except that employees can retain a five (5) day balance of accrued paid time off.

If the employee is receiving payments from State Disability Insurance ("SDI") while on FMLA/CFRA leave, the accrued paid leave time will only be used in an amount which supplements the SDI payment such that the employee receives the full amount of his or her regular compensation as an active employee.

The substitution of paid leave time for FMLA/CFRA Leave does not extend the total duration of FMLA/CFRA Leave to which an employee is entitled. For example, if an employee has accrued two (2) weeks of unused paid vacation time at the time of the request for medical leave under the FMLA/CFRA, that paid vacation time will be substituted for the first two (2) weeks of FMLA/CFRA Leave, leaving up to ten (10) additional weeks of unpaid FMLA/CFRA Leave.

6. Leave's Effect on Pay

Except to the extent that other paid leave time is substituted for FMLA/CFRA Leave, FMLA/CFRA Leave is unpaid.

7. Leave's Effect on Benefits

During an employee's FMLA/CFRA Leave, the City shall continue to pay for the employee's participation in the City's group health insurance to the same extent and under the same terms and conditions as would apply had the employee not taken leave. Employees are required to continue to make any payments they normally make towards healthcare coverage premiums while on leave. In the event an employee on leave fails to make timely payment for their portion of healthcare coverage premiums, the City will notify the employee of such failure and, if payment is not made, terminate the coverage.

If the employee fails to return from the leave for a reason other than the recurrence or continuation of the health condition that brought about the leave or other circumstances beyond the employee's control, the City is entitled to recover any health premiums paid by the City on the employee's behalf during any unpaid period of the leave.

Employees on FMLA/CFRA Leave accrue employment benefits, such as paid time off or seniority, only when paid time off is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual. If the employee is using accrued paid time off to supplement SDI payments as discussed above, he or she will accrue employment benefits on a pro rata basis.

8. Procedure for Requesting Family Care and Medical Leave

Notice Requirements

Employees should notify the Human Resources/Risk Manager of their request for FMLA/CFRA Leave as soon as they are aware of the need for such leave. For foreseeable events, if possible, the employee shall provide thirty (30) calendar days' advance written notice to the Human Resources/Risk Manager of the need for FMLA/CFRA Leave. For events that are unforeseeable thirty (30) days in advance, but are not emergencies, the employee must notify the Human Resources/Risk Manager, in writing, as soon as he/she learns of the need for the leave, ordinarily no later than one (1) to two (2) working days after the employee learns of the need for the leave. If the leave is requested in connection with a planned, non-emergency medical treatment, the employee may be requested to reschedule the treatment so as to minimize disruption of the City's business.

If an employee fails to provide the requisite 30-day advance notice for foreseeable events without any reasonable excuse for the delay, the City reserves the right to deny the taking of the leave.

All requests for FMLA/CFRA Leave should include anticipated date(s) and duration of the leave. Any requests for extensions of an FMLA/CFRA Leave must be received at least five (5) working days before the date on which the employee was originally scheduled to return to work and must include the revised anticipated date(s) and duration of the family care or medical leave.

Certification

Any request for FMLA/CFRA Leave must be supported by proper certification of the need for leave. For foreseeable leaves, employees must provide the required certification before the leave begins. When this is not possible, employees must provide the required certification within fifteen (15) calendar days after the City's request for certification, unless it is not practicable under the circumstances to do so, despite the employee's good faith efforts. Failure to provide the required certification may result in the denial of foreseeable leaves until such certification is provided. In the case of unforeseeable leaves, failure to provide the required certification within fifteen days of being requested to do so may result in a denial of the employee's continued leave. Any request for an extension of the leave also must be supported by an updated certification.

Certification of family care leave under the FMLA/CFRA shall include (1) the date on which the serious health condition commenced; (2) the probable duration of the condition; (3) the health care provider's estimate of the amount of time needed for family care; and (4) the health care provider's assurance that the health care condition requires family care leave.

Certification of medical leave under the FMLA/CFRA shall include (1) the date on which the serious health condition commenced; (2) the probable duration of the condition; (3) a statement that, due to the serious health condition, the employee is unable to perform the functions of his or her position; and (4) in the case of intermittent leave or revised schedule leave where medically necessary, the probably duration of such a schedule. In addition, the certificate may, at the employee's option, identify the nature of the serious health condition involved. If the City has reason to doubt the validity of the certification provided by the employee, the City may require the employee to obtain a second opinion from a doctor of the City's choosing at the City's expense. If the employee's health care provider and the doctor providing the second opinion do not agree, the City may require a third opinion, also at the City's expense, performed by a mutually agreeable doctor who will make a final determination. Before permitting the employee to return to work, the City may also require the employee to provide medical certification that he or she is able to return to work.

Certification of a military caregiver leave under the FMLA shall be either (1) an appropriate medical certification from an authorized health care provider or (2) a copy of an Invitation Travel Order or Authorization issued by the Department of Defense.

The nature and format of the certification of a qualifying exigency leave under the FMLA will vary depending on the nature of the qualifying exigency, and will typically include a copy of the active duty orders for the employee's spouse, son, daughter, or parent.

9. Leave's Effect on Reinstatement

Employees returning from FMLA/CFRA leave are entitled to reinstatement to the same or comparable position consistent with applicable law, provided that the total period of the

FMLA/CFRA Leave does not exceed the employee's maximum leave entitlement as described above.

Employees who take medical leave under the FMLA/CFRA for their own serious health condition must provide medical certifications verifying that they are able to return to work in the same manner as employees who return to work from other types of medical leave.

Pregnancy Disability Leave (PDL)

Under the California Fair Employment and Housing Act (FEHA), if an employee is disabled by pregnancy, childbirth or related medical conditions, she is eligible to take a pregnancy disability leave (PDL). If an employee is affected by pregnancy or a related medical condition, she is also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if this transfer is medically advisable.

- The PDL is for any period(s) of actual disability caused by pregnancy, childbirth or related medical conditions up to four (4) months (or eighty-eight (88) work days for a full-time employee) per pregnancy.

- The PDL does not need to be taken in one continuous period of time but can be taken on an as-needed basis.

- Time off needed for prenatal care, severe morning sickness, doctor ordered bed rest, childbirth, and recovery from childbirth would all be covered by the PDL.

- Except as other specifically provided in this section, generally, the City is required to treat pregnancy disability the same as the City treats other disabilities of similarly situated employees. The leave will be unpaid.

Employees on PDL will be required to obtain a written certification from their health care provider of the pregnancy disability or the medical advisability for a transfer. The certification should include:

1. The date on which the employee becomes disabled due to pregnancy or the date of the medical advisability for the transfer;

2. the probable duration of the period(s) of disability or the period (s) for the advisability of the transfer, and

3. a statement that, due to the disability, the employee is unable to work at all or to perform any one or more of the essential functions of the position without undue risk to herself, the successful completion of the pregnancy or to other persons or a statement that, due to your pregnancy, the transfer is medically advisable.

At the employee's option, any accrued paid time off may be used as part of the pregnancy disability leave before taking the remainder of the leave as an unpaid leave. However, taking paid time off during the period of the pregnancy disability leave does not extend the maximum time allowed for such leave. Employees may also be eligible for state disability insurance for the unpaid portion of the leave.

Employees on PDL accrue employment benefits, such as paid time off or seniority, only when paid time off is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual. If the employee is using accrued paid time off to supplement SDI payments she will accrue employment benefits on a pro rata basis.

An employee who is on a leave of absence for a period in excess of two (2) months must notify the Human Resources/Risk Manager by the end of each month thereafter both of the status of the disability and the employee's continued intent to work once the employee recovers from the disability. An employee returning from an absence shall be required to provide a physician's certification that indicates that she is fit to return to work.

An employee who returns to work at the end of a leave of absence due to pregnancy, childbirth or related medical condition will be returned to her former position, if possible, or will be offered the first available opening in a comparable position for which she is qualified.

An employee who returns from a leave of absence due to pregnancy will be credited with all service prior to the commencement of her disability.

An employee who fails to report for work at the end of an approved leave will be deemed to have voluntarily resigned.

During an employee's approved PDL, the City shall continue to pay for the employee's participation in the City's group health insurance to the same extent and under the same terms and conditions as would apply had the employee not taken leave, for up to four months. Employees are required to continue to make any payments they normally make towards healthcare coverage premiums while on leave. In the event an employee on leave fails to make timely payment for their portion of healthcare coverage premiums, the City will notify the employee of such failure and, if payment is not made, terminate the coverage. The City is entitled to recover any health premiums paid by the City on the employee's behalf during any unpaid period of the leave if the employee fails to return from the PDL for a reason other than one of the following: (1) the employee takes FMLA/CFRA Leave; (2) the continuation, recurrence or onset of a serious health condition or serious injury or illness within the meaning of FMLA/CFRA; or (3) other circumstances beyond the employee's control as provided by law.

Employees on PDL accrue employment benefits, such as paid time off or seniority, only when paid leave is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual. If the employee is using accrued paid time off to supplement SDI payments as discussed above, he or she will accrue employment benefits on a pro rata basis.

Paid Family Leave

Employees who are covered by the state's SDI program will be eligible for reimbursement for up to six (6) weeks during a twelve (12) month period of qualifying unpaid leave, for the purposes of bonding with a newborn child (up to one (1) year from birth or adoption), or to care for a family member or domestic partner.

An employee who is eligible for SDI benefits may only become eligible for PFL benefits after SDI benefits are no longer being paid. SDI benefits are payable when an employee is disabled for a non-work related reason, which may include pregnancy; PFL benefits are for baby bonding and for providing care to a family member.

Once an employee is no longer disabled, and (in the case of pregnancy) has given birth, her SDI benefits may cease and she may apply for baby bonding benefits under PFL.

Once an employee applies for PFL, there is a seven (7) day unpaid waiting period before the employee may start receiving benefits. However, an employee who previously served a waiting period before receiving SDI benefits will not have to serve another waiting period before receiving PFL benefits. Employees may use their accrued paid time off during the seven (7) day waiting period.

Paid Family Leave is administered by the State of California and may be modified by the State from time to time.

4.11 DEATH OR CRITICAL ILLNESS IN IMMEDIATE FAMILY BEREAVEMENT LEAVE

An employee eligible for benefits, upon the necessity of his absence being shown to and with the consent of the City Manager, may be allowed to be absent from the duties of his/her position and to receive full compensation during such absence for bereavement leave. Eligible City employees shall be entitled to bereavement leave, in addition to any other leave, to provide up to three (3) working days per year with pay in the case of death or of critical illness where death appears eminent. This time shall be in addition to accrued leave time or compensatory time. The City shall cooperate with the employee in providing time off, using accrued leave time, or compensatory time, for any additional bereavement needs if the three (3) days bereavement leave has been used.

Such benefit shall apply to all immediate family members, to include spouse, child, brother, sister, parent (including step family and in-laws), grandparents and grandchildren when the relationship of the person to the employee warrants such use of bereavement leave. Where such death or critical illness has occurred, the employee shall furnish satisfactory evidence of such death or critical illness to his/her department head.

Such leave of absence shall not be allowed in any case where, in the preceding six (6) calendar months, a leave of absence for the critical illness of that same relative has been granted. Such bereavement leave is not cumulative from year to year.

Leave to attend the funeral of a co-worker will be acceptable to the City upon Department Head approval consistent with maintenance of operations. Such leave is considered leave with pay and not charged to any other leave.

4.12 CONFLICT OF LAWS

In the event of any conflict between the provisions of this Conditions of Employment and Federal or State laws, such Federal or State laws shall prevail.

SECTION 5

5.1 LEGAL HOLIDAYS

A. The City has established the following schedule of days that shall be observed as legal holidays by all affected employees, at which time the City's administrative offices will be closed. The City observes twelve holidays. Three floating holidays are included in the leave bank.

January 1st	New Year's Day
3rd Monday in January	Martin Luther King Day
3rd Monday in February	President's Day
Last Monday in May	Memorial Day
July 4th	Independence Day
1st Monday in September	Labor Day
November 11th	Veteran's Day
4th Thursday in November	Thanksgiving Day
4th Friday in November	Friday following Thanksgiving
December 25th	Christmas Day

B. Additionally, the following days shall be observed as legal holiday: The day before or after Christmas Day and day before or after January 1st.

C. When a holiday falls on a Saturday or Sunday, the preceding Friday or the following Monday respectively shall be observed as the legal holiday. If the holiday falls on an employee's flex day, the flex day may be rescheduled within the same work week. Rescheduled flex days off that are rescheduled because a holiday falls on that day are subject to prior approval by the Department Head and appropriate notification to the Administrative Services Department.

D. Observance of a legal holiday on a Friday or Monday, at which time the City's Administrative offices will be closed, will not create overtime or the loss of time from an employee's leave bank if the holiday falls on a regularly scheduled flex day. The hours for any given holiday will relate to the number of hours of the employee's regular scheduled work day for that particular day.

Nothing in this Conditions of Employment shall preclude the City from declaring a holiday when a legal holiday has been declared by the President of the United States or the Governor of the State of California or the City Council.

SECTION 6

WORKERS' COMPENSATION INSURANCE

The City will provide workers' compensation benefits when an employee is injured on duty arising out of and in the course of employment. Workers' Compensation coverage is currently through the California Joint Powers Insurance Authority.

For a period not to exceed six months, commencing with the first day following such injury, while a full-time City employee is totally disabled from industrial injury and on accepted workers' compensation status, employee shall be compensated in an amount equal to such employee's base wages at the time of such disability, less the aggregate of (a) any workers' compensation benefits, and (b) any other disability payments made to such employee. Such payment shall be limited to said six month period or until such employee is retired on permanent disability or terminated from the City's employment, whichever comes first.

An employee shall be entitled to benefits at the normal rate if the employee is on accepted workers' compensation status and in a pay status for up to six months as defined above.

The workers' compensation carrier of the City reserves the right to subrogate if a claim is filed by an employee against a third party.

SECTION 7

RETIREMENT PROGRAM

A. The City shall continue to participate in the California Public Employees Retirement System (CalPERS). Under CalPERS, the City provides the 2%@55 Miscellaneous Plan formula for all employees who are "classic members" as defined by the Public Employees' Pension Reform Act of 2013 (PEPRA). For all "new members" as defined by PEPRA, the City provides the 2%@62 formula. Employees of the City who are hired on or after January 1, 2013 who classified as new members under PEPRA are subject to the other CalPERS terms and conditions set forth in PEPRA.

B. Effective the first pay period after the City Council approve the resolution changing the payment and reporting value of Employer Paid Member Contributions (EPMC), affected employees' retirement contribution shall increase by one percent (1%). Additionally, the affected employees shall have their base wages increased by one and six tenths percent (1.60%).

C. City employees who are considered as "classic" employees (employees hired on or before December 31, 2012) shall share in the cost of CalPERS coverage through payroll deduction as follows:

- Three and one-half percent (3.5%) of normal contribution of the Employer Paid Member Contribution (EPMC) and Four and one-half percent (4.5%) "compensation earnable" by employees to the employer contribution will be considered to be a contribution towards the normal cost as defined under PEPRA.

D. Employees who are hired after January 1, 2013 and are new members under PEPRA, shall pay the full member contribution amount which is currently 6.5% of "compensation earnable." However, new members will not contribute toward any portion of the required employer contribution.

E. The City shall continue to report the value of the EPMC on all reportable compensation subject to CalPERS for all employees in Management as adopted by Resolution5761.

SECTION 8

HEALTH/DENTAL BENEFITS
FLEXIBLE BENEFIT PROGRAM

8.1 LIFE, HEALTH AND DENTAL BENEFITS

A. The City will maintain a life insurance program providing a $50,000.00 term life insurance policy for the miscellaneous unrepresented employee only, the beneficiary to be designated by said employee. The cost of the premium for this policy to be paid in full by the City. Employees retiring with 20 years or more of continuous service with the City and enrolled in the City's group life insurance program at the time of retirement, may continue to be covered in the City's group life insurance program at City expense for a life benefit of $10,000. Extended coverage will not include AD&D benefits.

B. The City will maintain the current health insurance program with the Public Employees Retirement System (PERS) Medical and Hospital Care Act pursuant to Government Code Section 22850. The health insurance program shall be available to all regular full-time employees and retirees as follows:

- Each eligible employee or retiree may select a health insurance carrier providing coverage in the Carpinteria geographic area, as defined and provided by PERS and currently in effect and on file in the City Human Resources Office.

  Beginning the first paid pay period in January 2018, employees will pay by payroll deduction a monthly contribution to their health insurance premium (employee and dependents) in an amount equal to .00029% of their annual base salary times percentage of insurance carrier premium increase with a minimum of five percent (5%), and a maximum of thirty percent (30%). The five percent (5%) minimum increase shall apply

every year, i.e. over the 3 year agreement the minimum is fifteen percent (15%). The maximum increase shall be thirty percent (30%) at any time during the agreement.

HMO insurance example: Employee's annual base salary is $50,000 assuming 5% health insurance carrier premium increase:

$50,000 x .00029 x 1.05 = $15.22

In the event the Blue Shield Access + HMO plan is no longer available to City employees, the most similar HMO plan will be substituted for purposes of this provision.

Employees who elect the Preferred Provider Organization (PPO) plan will be using the same HMO formula above plus the difference between the premiums of HMO and PPO Plans. For example: Employees annual base salary is $50,000.00.

PPO insurance premium	=	$620.30
HMO insurance premium	=	$613.20
Premium difference	=	$ 7.10
HMO premium cost share	=	$15.22
Plus premium difference	=	$ 7.10
Total PPO Employee Cost share	**=**	**$22.32**

In addition, a Health Care All Employee Committee will continue to evaluate options for the provision of health insurance. The City will schedule these Committee meetings as appropriate in 2018 and, if needed, 2019. However, the City will not initiate any changes to the currently existing health insurance plans during the term of this Conditions of Employment without the agreement of the Management Staff.

- Health insurance coverage for newly hired employees will commence on the first day of the month following one full month of employment. If hired prior to the 15th day of the month, the month of hire will count as a full month of employment and coverage will be effective the first day of the following month. If hired after the 15th day of the month the month of hire will not count as a full month and the following month will be the first full month of employment.

- For covered employees who terminate during the fiscal year, such health insurance coverage shall end on the last day of the month following when said termination becomes effective, except that the provisions of COBRA may be applied at the employee's option. Covered employees who retire from the City under PERS may, at their option, continue such coverage without interruption pursuant to the provisions of the PERS Health Program.

C. The City will provide 100% of the premium charged to maintain a Dental Insurance Plan for each employee in the Miscellaneous Unrepresented group where appropriate, for

dependent coverage. The City will retain control over the administration of the dental insurance program subject to maintenance of equivalent benefits to the extent it is within the control of the City.

8.2 DENTAL INSURANCE:

The City will provide 100% of the premium charged to maintain a Dental Insurance Plan for miscellaneous unrepresented employees and, where appropriate, dependent coverage. COBRA benefits may be applied at the employee's option. Dental coverage will commence on the first day of the month following one full month of employment.

8.3 FLEXIBLE BENEFIT PROGRAM (WELLNESS) ALLOWANCE:

In addition to the Health Insurance Program, active regular employees with three or more months of active service with the City shall be credited with a Flexible Benefit Program Allowance in the amount of $1,162 for each calendar year. The City will increase the $1,162 allowance by 2% annually beginning January 1, 2018 during the term of this Agreement. Effective January 1, 2022, the allowance is $1,284 (rounded up from $1,283.16).

In addition to the Health and Dental Insurance Programs, miscellaneous regular full time employees will be eligible to receive an annual Flexible Benefit Program schedule allowance above following one full month of employment. This benefit is based on a calendar year and the allowance will be pro-rated to the first day of the month following one full month of employment.

(1) The purpose of the Flexible Benefit Program is to provide reimbursement to the covered employee for eligible medical and health-related costs not otherwise covered by health insurance or subject to reimbursement from any other source or to participate in other benefits provided by the Flexible Benefit Program. Payment of medical costs, not covered by insurance, must be prescribed by a physician or determined by the Internal Revenue Service (IRS) to be an eligible health-related expense.

(2) In addition to reimbursement for eligible medical and health related costs and dependent care, the employee will have the option to purchase benefits offered through the Flexible Benefit Program up to the allowance schedule. The level of participation in benefits provided by the Flexible Benefit Program will be at the option of each employee. Employees may cash out up to $810 of the Flexible Benefit allowance, subject to applicable payroll taxes. The balance must be used for health-related expenses.

(3) Reimbursement for bona fide health-related expenses, which may be eligible expenses under the Flexible Benefit Program may be subject to payroll taxes unless related to a particular medical condition and so prescribed by a medical doctor.

(4) The City will revisit the annual Wellness Allowance taking inflation into consideration.

8.4 OUTSIDE COVERAGE OPTION:

(1) The employee is not required to select or participate in any health/dental insurance program provided by the City, but such employee must provide satisfactory documentation that he/she is covered by an alternative health/dental insurance program.

(2) Those employees with proof of health and/or dental insurance coverage who choose not to participate in the City's group health insurance and/or dental insurance program due to the availability of other coverage through a spouse's employer, the military, or other source, will receive, in addition to the Flexible Benefit Program allowance, a benefit allowance equal to fifty percent (50%) of the premium charged for the annual single coverage in the PERS basic HMO Plan available to this group of employees. An employee shall receive this benefit allowance as a one-time cash payment, with such payment subject to payroll taxes.

(3) Those eligible employees who participate in the city's group health insurance program and have an eligible spouse or family dependents, but select single coverage and choose to cover any dependents under insurance offered through a spouse's employer, the military, or other source will receive, in addition to the employer contribution, the fully paid premium contribution balance for single health insurance coverage and the wellness benefit allowance as provided for in Section 8.3, plus an additional benefit equal to 50% of the allowance specified in the above section, 8.4 (2).

8.5 FITNESS PROGRAM:

The City will reimburse employees at the rate of thirty-one dollars and twenty cents ($31.20) per month for the employee's membership fee at an athletics club or fitness program approved by the City Manager.

SECTION 9

SERVICE AWARDS

The City of Carpinteria has established appropriate service awards to recognize continuous service with the City at levels of five, ten, fifteen, twenty, twenty-five and thirty years. In addition, in recognition of long-time service of twenty-five and thirty years eligible employees are entitled to the following recompense:

Twenty Five Year Service Recognition

Upon completion of twenty-five years of continuous service, eligible employees will be entitled to two personal days of leave per fiscal year. The hours will not have a cash value nor will they accumulate to be carried over to the next fiscal year. The use of the days as time off shall be subject to the regular request process.

Thirty Year Service Recognition

Upon completion of thirty years of continuous service, eligible employees will receive a commemorative recognition gift and be entitled to have three additional days added to their existing leave bank hours.

SECTION 10

LIFE INSURANCE

10.1 LIFE INSURANCE:

The City will maintain a group term life insurance policy for employee only, the beneficiary to be designated by the employee. The cost of the premium for this policy to be paid in full by the City. The coverage of such life insurance for this classification of employee will be $50,000 subject to conditions of the providing life insurance company.

Employees retiring with 20 years or more on continuous service with the City and enrolled in the City's group life insurance at the time of retirement, may continue to be covered at City expense for a life benefit of $10,000. Extended coverage will not include AD&D benefits.

SECTION 11

EDUCATION/TRAINING AND PROFESSIONAL DEVELOPMENT

11.1 TRAINING PROGRAMS:

A. The City recognizes the importance of training programs and advancement of employees to higher skills and encourages employees to participate in programs to improve his/her performance on the job. All direct costs for all training or instruction required by the City shall be paid for by the City, provided however that no overtime shall accrue to employees for travel time to or from any training program conducted on a non-City site.

B. To the extent funding is available, the City shall provide for tuition and textbook reimbursement for regular full-time employees to a maximum of $200 per fiscal year.

Only educational course work required by the city and directly related to the affected employee's position with the City will be considered for reimbursement. Only costs for the books required for approved courses shall be deemed reimbursable. All application for reimbursement shall be approved by the City Manager prior to enrollment in the coursework. Reimbursement will be made upon written proof that the employee received a final grade of B or better or, in the case of a non-grade course received a Pass or Satisfactory final grade.

D. Meeting, travel and/or training expenses will be paid and/or reimbursed with prior authorization by the City Manager as described above and in conformance with the City's Travel and Expense Reimbursement Policy.

SECTION 12

MISCELLANEOUS POLICIES

12.1 PHYSICAL EXAMINATION:

The City encourages all employees to have an annual physical examination as provided for under our health insurance benefits.

12.2 DRESS AND DECORUM:

A. All employees shall observe professional standards of dress, and decorum considered suitable for general public contact based on current social standards as interpreted by the City Manager.

B. While on duty, Code Compliance officers shall wear official City-issued uniforms. Field uniforms are not to be worn off duty. If a uniform is worn going to or from work, in order to not give the appearance of an employee being on duty when he/she is officially off duty, the City's uniform insignia must not be visible on public service uniforms.

C. Employees will comply with standards of dress consistent with the positive representation of the City government through its employees. Employees are also to comply with any uniform requirements and wear all safety apparel and equipment required for their position. No dress codes other than the above standard are to be established in the various departments.

12.3 EMPLOYEE RESPONSIBILITIES:

Each employee shall comply with all safety laws, rules and regulations and adopted polices of the City in performing the duties required of his/her position; and shall not willfully violate any of the provisions of the ordinances and resolutions which have been adopted and/or prescribed by the Carpinteria City Council or City Manager.

12.4 DEATH BENEFIT:

The City shall pay a death benefit in the amount of One Thousand Dollars ($1,000) directly to the spouse or legal heirs of any affected employee within seventy two hours of the death of any affected employee as the result of any industrial injury or illness as defined by Cal OSHA Publication #120-A, sustained by such employee while on duty within the course and scope of his/her employment with the City of Carpinteria.

12.5 PARTICIPATION IN CITY-SPONSORED RECREATION PROGRAMS:

The City agrees to provide special employee rates to currently employed, regular full-time employees and their immediate family members who wish to participate in City-sponsored Parks and Recreation Department Programs. All fees are payable in advance of participation in the program. Requests for employee rates for City-sponsored programs should be in writing and approved by the Parks and Recreation Director and scheduled with the appropriate recreation program supervisor.

(1) Eligible employees will receive a fifty percent (50%) discount on tuition and registration only for City-sponsored recreation programs. Individual enrollees will be responsible for any ala carte activities scheduled in the programs, e.g. field and/or camping trips, movies, special meals, etc. A discount on recreation rental equipment is dependent upon availability.

(2) The annual fee for Community Pool Family Membership will be discounted Seventy-five percent (75%) The fee will include participation in the Masters' Program, Lap Swimming, Recreational Swimming and Water Aerobics.

12.6 EQUAL EMPLOYMENT OPPORTUNITIES

A. The City apply equally to all employees covered herein without favor or discrimination because of race, creed, color, sex, pregnancy (including childbirth, breastfeeding and/or related medical conditions), sexual orientation, age, national origin, religion, political or religious affiliations, organization membership, marital status, ancestry, military or veteran status, medical condition (genetic characteristics, cancer or a record or history of cancer), gender, gender identity, or gender expression, genetic information, or any other characteristic protected by state, federal or local law. The City will not discriminate against a qualified individual with physical or mental disability with regard to employment.

B. The City commits themselves to the goal of equal employment opportunity in all City services encourages its employees to assist in the implementation of the City's Equal Employment Opportunity commitment.

12.7 GRIEVANCE PROCESSING

A. Purpose

1. To promote employee morale and productivity by establishing a forum for resolving problems in the workplace by communication between employer and employee.

2. To provide a just and equitable method for resolution of grievances.

3. To afford employees, a systematic means of obtaining further consideration of problems after every reasonable effort through discussions has failed to resolve them.

4. To provide that grievances shall be settled as nearly as possible to the point of origin and shall be as informal as possible.

B. Grievance Defined

1. Grievance shall be defined as a claim by an employee or group of employees adversely affected by an alleged violation, misinterpretation or misapplication of department-wide policy or City rules, regulations, resolutions, ordinances, or memoranda of understanding applicable to the employee, except as follows: Appeals of disciplinary actions of demotion, suspension, dismissal or probationary terminations.

2. Management has the right to establish policies governing the operation of City departments. However, allegations also subject to the grievance procedure are those in which the complaint concerns an inconsistent application of policy where the inconsistency results in a denial of the employee's rights under those policies defined in "A" above.

C. Initiation of Grievance

No act or activity which may be grievable may be considered for resolution unless a grievance is filed in accordance with the procedure contained herein within twenty (20) working days of the date the alleged activity/violation occurred or the date the employee became aware such activity/violation occurred.

In no event shall any grievance be accepted for consideration more than 6 months from the action or incident claimed as its basis regardless of the date of discovery. If the grievance is not presented within the time limitation herein provided, it shall be deemed not to exist.

D. Grievance Processing

The City may designate an officer for the purpose of investigating and/or processing grievances. Upon the request of the employee, the officer shall conduct and/or assist in the investigation, preparation and processing of grievances.

Prior to engaging in grievance handling, the officer shall notify his or her immediate supervisor of a request for assistance no later than five days prior to the requested time. The supervisor shall approve time for grievance processing during the scheduled work day hours prior to the steward or officer beginning the investigation, preparation and processing of grievances.

Both the officer and management will cooperate in expediting the grievance handling process. The employee and the officer shall be afforded reasonable grievance handling time to jointly handle the grievance. It is agreed that every effort will be made to resolve grievances in an informal and timely manner as the first step in this process.

E. Procedure

Step One

Any employee who has a grievance shall first try to settle it through discussion with their immediate supervisor without undue delay.

Every effort shall be made to find an acceptable solution at the lowest possible level of supervision. The supervisor has seven (7) working days to respond to the grievant. Any grievance settled at this step shall be subject to the review and confirmation of the respective department head before the settlement may become effective. Such review will occur within seven (7) working days or the

grievance shall automatically be moved to Step 2. In the event the department head does not confirm the settlement, the grievant may initiate Step 2 of this procedure.

Step Two

If a grievance is not settled in Step 1 or no response was forwarded to the grievant, he/she may file a formal grievance in writing to their Department Head within ten (10) working days after receiving the informal decision from their immediate supervisor or when decision was due. The grievant must submit his/her grievance in writing and must also explicitly specify the policy or the particular section of the Conditions of Employment, rule, resolution, or ordinance the violation of which is being alleged as the basis for the grievance. The remedy requested must also be specified. No modifications in the violation being alleged shall be made subsequent to filing unless mutually agreed to by both the City and the grievant.

The Department Head, after receiving the formal grievance, has ten (10) working days to render a decision in writing.

Step Three

If the grievance is not settled or an answer not forthcoming in Step 2, the grievant may appeal, in writing, within seven (7) working days from the expiration of the time limit for such decision under Step 2 or within seven (7) working days from the receipt of the decision of the department head to the City Manager.

Within ten (10) working days from receipt of appeal, the City Manager, shall deliver a written decision to the grievant.

Step Four

If the grievance is not settled or disposed of at Step 3, the grievant may request the services of a mediator from the State Mediation and Conciliation Service.

The grievance will be settled through mediation and both parties will agree to abide by the decisions made in the mediation process.

Under no circumstances will grievances of any kind for any reason proceed beyond the mediation process.

12.8 DISCIPLINARY PROCEDURES

A regular, non-probationary employee may be terminated involuntarily or otherwise disciplined for cause, including, without limitation, for violating the provisions of this agreement, poor performance, misconduct, excessive absences, tardiness, insubordination, dishonesty and submitting false or misleading time records or expense reimbursement forms. Without limitation,

disciplinary action may include oral or written warnings, suspension without pay, reduction in pay, being placed in a probationary status or termination. When appropriate, progressive discipline will be used, with the disciplinary action being taken dependent on factors including, the severity of the incident on which the disciplinary action is based, the disciplinary history of the employee, and the effect of the incident, act or omission on City services, reputation and other employees. However, the nature of the disciplinary action will depend on the particular circumstances involved, and is at the discretion of the City.

12.9 CITY PROPERTY:

Desks, file cabinets, lockers, computers, tools and other equipment are property of the City and must be maintained in good condition in accordance with the City's policies, rules and regulations. They must be kept clean and are to be used only for work-related purposes. If the City property is lost, or damaged, report it to your supervisor at once. No property may be removed from the premises without the prior authorization of your supervisor.

In order to ensure compliance with this provision and with the City's policies, rules and regulations, the City reserves the right to inspect all City property, without notice to the employee and/or in the employee's absence.

For security reasons, personal belongings of value should not be left in the workplace. The City is not responsible for lost or stolen personal belongings.

Employees should take reasonable steps to protect City property from theft. Employees should immediately inform management if theft of City property is suspected. However, employees should not attempt to stop the theft of City property if doing so poses any risk whatsoever of endangering the safety of the employee or others.

Immediately upon termination of employment, all property of the City (keys, tools, manuals, etc.) must be returned to the City. All personal items should be removed at the time terminated employees leave the premises of the City. Unless otherwise agreed to in writing, if a terminated employee leaves personal items at the workplace, these items are subject to disposal if not removed within five (5) days of the date of the employee's termination.

12.10 CELL USE PHONE POLICY:

The City may provide certain employees with cellular phones that are to be used only for official City business. The City recognizes that employees may need to use their personal cell phone during working hours due to particular family or personal situations. Employees should limit the use of personal cell phones during working hours, to reasonably necessary communications, and use of a personal cell phone should not interfere with City operations or the performance of job duties. If an employee abuses the use of personal cell phone during working hours, at the City Manager, at his discretion, may require that the employee not use personal cell phones during working hours.

In compliance with California Motor Vehicle Code 23123, employees are not to dial any cell phone while driving, except to call a public safety agency. Employees may not receive incoming calls while driving unless the cell phone can be safely operated in a hands free mode. For employees with hands free cell phone operation, in the event an employee receives an incoming call while driving, the employee should either safely pull off the road to converse, inform the caller that he or she will return the call, or ask the caller to call again to allow the employee to reach a place where it is safe to use the phone. While driving, employees are prohibited from using any cell phone to text message, read or send e-mail, or any similar operations. While driving, employees are also prohibited from engaging in any activity or conduct that would constitute distracted driving or otherwise constitute an unsafe driving practice.

12.11 FITNESS FOR DUTY EXAMINATION:

Whenever the City Manager, or the Human Resources/Risk Manager, believes that an employee is unable to perform the essential functions of their job safely due to illness or injury, or is unable to perform the essential functions of their job safely or without posing a danger to themselves or others, the City may require the employee to submit to an independent medical examination at the City's expense. Such medical examination will be limited to the issues or areas of concern regarding the employee's ability to perform the essential functions of their job. If, after the independent medical examination, the City determines that the employee cannot perform the essential functions of their job, or cannot perform such essential functions safely or without posing a danger to himself/herself or others, the employee will be given the opportunity to provide the results of a separate medical evaluation by a qualified health care provider selected by the employee, within fifteen (15) days of the employee's receipt of a medical evaluation from the City. In the event of a difference of opinion between the City's and the employee's health care providers, the City may require a third opinion, at the City's expense, performed by a mutually agreeable health care provider who will make a final determination.

12.12 REASONABLE ACCOMODATION:

The City of Carpinteria is committed to ensuring equal employment opportunities for disabled applicants and employees. It is the policy of the City of Carpinteria to comply with the Federal Americans with Disabilities Act ("ADA") and the California Fair Employment and Housing Act ("FEHA"). Every reasonable effort will be made to provide an accessible work environment for such employees and applicants. The City of Carpinteria will not discriminate against disabled employees. The City of Carpinteria provides reasonable employment-related reasonable accommodation(s) to permit an applicant or employee to perform the essential functions of the job, as defined by law, to qualified individuals with disabilities, and will engage in the interactive process within the meaning of the ADA and FEHA.

APPENDIX A

City of Carpinteria
Policy on Public Employee Personal Use of Telecommunication Equipment, Electronic Mail, Voice-Mail and other computer systems

PURPOSE

City-owned telecommunication equipment, computer hardware and software is intended to be used for business purposes. Electronic mail, known commonly as e-mail, is now a primary vehicle for communication in the workplace. As the use of e-mail increases, the need for a clear and comprehensive City's policy on personal use of City equipment becomes important to clarify the rights and obligations of employees and as a protection from potential liability for employers.

POLICY

The City maintains and utilizes as part of its operations a computer system, including e-mail, and a voice-mail system. These systems are provided to assist employees in the conduct of the City' s business. All computers to the data stored on them, including e-mail, messages composed as well as all voice-mail are and remain at all times the property of the City. All remain the property of the City. Employees are prohibited from installing or downloading software onto the City's computer system except with the prior authorization of the Administrative Services Director.

Employees should attempt to limit voice-mail and e-mail messages to the conduct of the City's business. Use of the voice-mail and e-mail systems for the conduct of personal business is discouraged. The City reserves the right to prohibit the use of voice-mail and e-mail for the conduct of personal business when deemed appropriate. Other use of computer systems, including use of the Internet and other telecommunicating capabilities, should be limited to the conduct of the City's business unless prior written approval is received from the employee's supervisor.

Except for the right of the City to access data stored on the computer system, including e-mail messages, and to access voice-mail messages as described in this policy, all data stored on the computer system and all messages sent by voice-mail and e-mail are considered to be confidential, and as such are to be accessed only by the employee storing the data, the addressed recipient or at the direction of the addressed recipient. Any exception to this policy must be approved by the Administrative Services Director.

The City reserves the right to retrieve and read any data stored on the computer system and any message composed, created, sent or received on the voice-mail and e-mail systems, as well as Internet usage data, at any time, with or without advance notice to the employee. Although the computer system, including e-mail, and the voice-mail system may accommodate the use of passwords for security, the reliability of passwords for maintaining confidentiality cannot be guaranteed. All passwords must be made known to the City, and passwords not known to the City may not be used. This is due to the need to access employees' computer systems, including e-

mail, and voice-mail systems in the event that an employee is absent or when otherwise deemed appropriate by the City. Employees must therefore assume that any and all voice-mail and e-mail messages and all data stored on the computer system may be read by someone other than the employee storing the data or the intended or designated recipient, and understand the ultimate privacy of data stored on the computer system, including e-mail, and voice-mail messages, cannot be guaranteed to anyone.

The City's policy against unlawful harassment, including sexual harassment, and the City's anti-discrimination policy apply to employees' use of voice-mail, e-mail messages and screen savers as well as any other information transmitted over the City's computer system. Employees should not use any means of electronic communications in a manner that would violate those policies. For example, employees may not communicate messages by computer, voice-mail or other electronic means that would constitute sexual harassment, may not use sexually suggestive screen savers, and may not receive or transmit pornographic, obscene or sexually offensive material or information. As a further example, employees may not use electronic communications to transmit comments or images which are reasonably likely to offend someone on account of his/her age, sex, sexual orientation, race, religious beliefs, national origin, disability, or any of the other factors included in the Equal Employment Opportunity section of this Handbook. Any employee who uses any electronic communications device in a manner which violates this policy will be subject to disciplinary action, up to and including termination of employment.

DIGITAL DEVICES

Employees may not use any personal e-mail account or any digital or electronic device not owned by the City, including but not limited to any laptop computer, desktop computer, tablet computer, cellular telephone, personal digital assistant, or any other device capable of storing electronic information ("Digital Device") for City business without the City's prior written approval. Digital devices used by employees for City business may be subject to inspection to obtain City-related communications if requested under the Public Records Act.

APPLICATION

This policy applies to all employees with the City of Carpinteria.

The City reserves the right to prohibit the use of voice-mail and e-mail for the conduct of personal business when deemed appropriate.

APPENDIX B

SUBSTANCE ABUSE POLICY

This policy sets forth the rights and obligations of City employees. Employees should familiarize themselves with the provisions of this policy *because compliance with this policy is a condition of employment.*

I. PURPOSE

The City of Carpinteria, in its efforts to provide a drug and alcohol free environment, has adopted this Drug and Alcohol Free Workplace Policy. It is the purpose of this policy to eliminate alcohol and drug abuse by City Employees and its effects in the workplace. The presence of drugs and alcohol on the job and the influence of these substances on employees during working hours jeopardizes the safety of employees, the public, and the efficiency of City operations. It is the intent of the City, in adopting this policy, to meet the requirement of the Drug Free Workplace Act of 1988 (41 U.S.C. Section 701-707).

II. POLICY

In recognitions of the duties entrusted to the employees of the City of Carpinteria and with knowledge that drugs and alcohol hinder a person's ability to perform job related duties safely and effectively, the City of Carpinteria adopts the following policy:

1. The use, possession, manufacture, dispensation or distribution of drugs and alcohol is prohibited:

    a. in the workplace;

    b. while on City time;

    c. in City vehicles or facilities except as defined in City's facilities use policies;

    d. prior to coming to work, so that the employee's performance is impaired.

2. The City is committed to providing reasonable accommodation to those employees whose drug or alcohol problem classifies them as disabled, under federal law.

3. The City has established a voluntary Employee Assistance Program (EAP) to assist those employees who voluntarily seek help for alcohol or drug problems (as well as for a variety of other personal problems). Employees may seek confidential assistance from the EAP counselor.

III. APPLICATION

1. This policy applies to all full time, part time and temporary employees, and to all applicants for positions with the City. This policy applies to alcohol and all substances, drugs or medications, legal or illegal, which impairs an employee's ability to effectively and safely perform his/her job duties.

2. A copy of this policy will be provided to all City employees.

3. A drug-free awareness program will be established to inform employees of the dangers and penalties of drug use in the workplace and of available counseling, rehabilitation and employee assistance programs.

4. Violations of the policy may result in disciplinary action being taken, up to and including termination.

IV. DEFINITIONS

For the purposes of this policy:

A. "Illegal drugs" means any drug or controlled substance that is not legally obtainable or is legally obtainable but has not been legally obtained. Consistent with federal law, marijuana is considered an illegal drug, and consistent with the Federal Drug-Free Workplace Act of 1988 and the California Drug-Free Workplace Act, the restrictions related to illegal drugs under this Policy also apply to marijuana.

A. EMPLOYEE QUESTIONS

Employees shall refer any questions regarding rights and obligations under this policy to Human Resources.

B. PROHIBITIONS

The following conduct is prohibited and may result in discipline, up to and including termination:

1. The use, possession, manufacture, dispensation or distribution of drugs and alcohol is prohibited:

    a. in the workplace;

    b. while on City time;

    c. in City vehicles or facilities except as defined in City's facilities use policies;

    d. prior to coming to work, so that the employee's performance is impaired.

2. Reporting for duty or remaining on duty while having an alcohol blood concentration level of 0.08 or greater.

3. Being on duty or operating a vehicle on duty while possessing alcohol.

4. Using alcohol while on duty.

5. Reporting for duty or remaining on duty when the employee used any controlled substances, except of the use is pursuant to the written instructions of a physician who has advised the employee that the substance does not adversely affect the employee's ability to perform their job.

6. Reporting for duty or remaining on duty if the employee tests positive for controlled substances.

7. Refusing to submit to any alcohol or controlled substances test required by this Policy. A covered employee who refuses to submit to a required drug/alcohol test will be treated in
the same manner as an employee who tested 0.08 or greater on an alcohol test or tested positively on a controlled substances test.
A refusal to submit to an alcohol or controlled substances test required by this Policy includes, but is not limited to:

   a. A refusal to provide a urine sample for a drug test;
   b. An inability to provide a urine sample without a valid medical explanation;
   c. A refusal to complete and sign the breath alcohol testing form, or otherwise to cooperate with the testing process in a way that prevents the completion of the test;
   d. An inability to provide breath or to provide an adequate amount of breath without a valid medical explanation;
   e. Tampering with or attempting to adulterate the urine specimen or collection procedure;
   f. Not reporting to the collection site in the time allotted by the supervisor or manager who directs the employee to be tested (the time allotted shall be reasonable. In most cases the City will provide transportation to and from the collection site.);
   g. Leaving the scene of an accident without a valid reason as to why authorization from a supervisor or manager who shall determine whether to send the employee for post-accident controlled substances and/or alcohol test was not obtained.

C. USE OF LEGAL DRUGS

The City recognizes that it may be necessary for employees to use legal drugs from time-to-time. The City also recognizes that an employee who is using legal drugs might become impaired by the drug such that the employee's ability to perform or to perform safely would be compromised. Employee who knows or should know that their use of legal drugs might endanger their own safety or the safety of some other person, or pose a risk of significant damage to City property or the property of others, are obligated to report such use of legal drugs to Human Resources or the City Manager and obtain Human Resources' or the City Manager's consent to continue working. The City reserves the right to have a designated physician determine whether it is advisable for the employee to continue working while taking such drugs. The City further reserves the right to have the employee's physician certify that when returning from a leave of absence, the employee will not be using any legal drugs which might impair the employee's ability to perform the employee's job duties for the City.

If appropriate, the City may restrict the work activities of an employee who is using legal drugs or require that the employee take a leave of absence while taking such drugs. If the City permits an employee to work while using legal drugs, the employee still cannot report to work in any case if impaired by the use of the drugs if the impairment might endanger the employee's own safety or the safety of anyone else, pose a risk of significant damage to City property or substantially interfere with the employee's job performance or the efficient operation of the City's business. The City may require a medical certificate not medical diagnosis as a precondition to return to work.

D. CIRCUMSTANCE UNDER WHICH DRUG AND ALCOHOL TESTING WILL BE IMPOSED ON COVERED EMPLOYEES.

1. Drug and Alcohol Testing

Applicants receiving a conditional offer of employment for certain designated positions, e.g. lifeguards, swim instructors, swim coaches, shall be subject to a urine and/or blood test for the presence of illegal drugs or alcohol. The City may refuse to employ an applicant whose test results show the presence of illegal drugs or alcohol. Applicants who are under a physician's care and/or are required to take legal drugs must notify Human Resources or its designee of that fact in writing before the date of the pre-employment examination. This applies to initial appointment as a classified employee only, and not to promotion within the service.

2. Reasonable Suspicion Testing

The City may require a blood test, urinalysis, or other drug and/or alcohol screening of those employees who are reasonably suspected of using or being under the influence of a drug or alcohol at work, under the following circumstances.

a. "Reasonable suspicion" to test exists if, based on objective factors, a reasonable person would believe that the employee is under the influence of drugs or alcohol at work. Examples of objective factors, include, but are not limited to a combination of: unusual behavior, slurred or altered speech, body odor, red or watery eyes, unkempt appearance, unsteady gait, lack of coordination, sleeping on the job, a pattern of abnormal or erratic behavior, a verbal or physical altercation, puncture marks or sores on skin, runny nose, dry mouth, dilated or constricted pupils, agitation, hostility, confused or incoherent behavior, paranoia, euphoria, disorientation, inappropriate wearing of sunglasses, tremors, or other evidence of recent drug or alcohol use. If the City suspects drugs or alcohol may have played a role in an accident involving City property or equipment that will also constitute reasonable suspicion.

b. Document and Analysis: In order to receive authority to test, the supervisor must record the factors that support reasonable suspicion in writing and analyze the matter with Human Resources or the City Manager, and if they are unavailable, the Department Head. Any reasonable suspicion testing must be pre-approved by Human Resources or the City Manager, and if they are unavailable, the Department Head.

c. Testing Protocol: If the documentation and analysis show that there is a reasonable suspicion of drug or alcohol abuse at work, and Human Resources or the City Manager, and if they are unavailable, the Department Head, has approved, the employee will be relieved from duty, transported to the testing facility and to their home after the test. The employee will be placed on sick or other paid leave until the test results are received.

d. Interview of Employee: An employee shall not be asked any questions without first being offered the right to have a representative present.

3. Post-Accident Testing

Post-accident drug and alcohol testing will be conducted on employees following an accident where reasonable suspicion indicators also exist to support the testing.

Alcohol: Post-accident alcohol test shall be administered within two hours following an accident and no test may be administered after eight hours.

Drug: A post-accident drug test shall be conducted within eight (8) hours following the accident.

An accident occurs when as a result of an incident involving a vehicle operated by a covered employee:

(1) Any individual(s) receives an injury(s) requiring immediate hospital treatment, or ;

(2) There is a recommendation by an on scene paramedic or medical professional that individual(s) involved in the accident should see a physician for injury(s) arising out of the accident.

(3) A DMV Traffic Accident Report is required, i.e. the estimate of damage exceeds $1,000 or the current DMV threshold and either law enforcement or, in the absence of law enforcement, Supervisor makes an on scene determination that the employee is at fault..

4. Return To Duty/Follow-up Testing:

A covered employee who has violated any of the prohibitions of this policy (See Section C) may be required to submit to a return to duty test before he/she may be returned to his/her position. The test result must indicate an alcohol concentration of less than 0.08 or a verified negative result on a controlled substances test.

E. EMPLOYEE RESPONSIBILITIES:

An employee:

1. Must not report to work, or be subjected to scheduled duty while his/her ability to perform job duties is impaired due to on or off duty alcohol or drug use.

2. Must not use, possess, sell, purchase, manufacture, dispense or distribute, transport drugs or alcohol;

   a. in the workplace, or while conducting or performing City business, regardless of location, or while operating or responsible for the operation, custody, or care of City equipment or other property;

   b. on City time;

   c. in City vehicles or facilities except as defined in City's facilities use policies;

d. prior to coming to work, so that the employee's performance is impaired

3. Must notify his/her supervisor, before beginning work, when drugs (prescription or non-prescription) may interfere with the safe and effective performance of duties or operation of City equipment. In the event there is a question regarding an employee's ability to safely and effective perform assigned duties while using prescribed drug, authorization form a qualified physician may be required.

4. Must notify his/her department head of any criminal drug or alcohol statue conviction, for a violation occurring in the workplace, no later than five (5) days after such conviction.

6. Who thinks he/she may have an alcohol or drug use problem is urged to voluntarily seek free confidential assistance from the City's Employee Assistance Program (EAP) counselor. It is the responsibility of each employee to seek assistance before alcohol or drug problems lead to job related performance problems.

7. Must notify his/her department head of all alcohol or criminal drug statute convictions no later than 5 days after such conviction. Off duty arrests or charges do not need to be reported and will not be used for disciplinary or employment purposes.

8. Must notify his/her supervisor, before beginning work, when drugs (prescription or non-prescription) may interfered with the safe and effective performance of duties or operation of City equipment (See Attachment A, Article III, Section 3).

9. Who thinks he/she may an alcohol or drug use problem is urged to voluntarily seek free confidential assistance from the City's Employee Assistance Program (EAP) counselor. It is the responsibility of each employee to seek assistance before alcohol or drug problems lead to job related performance problems.

F. MANAGERS' AND SUPERVISORS' RESPONSIBILITIES

1. Managers and supervisors are responsible for enforcement of this policy and will inform the Department Head and the Human Resources Manager of any violations.

2. Employees who may have a suspected alcohol or drug use problem should be encouraged to voluntarily seek confidential assistance from the City's Employee Assistance Program (EAP).

3. When an employee is involved in an accident, or there is reasonable suspicion, managers and supervisor shall prevent the employee from engaging in further work, remove the employee from the workplace, and then take the employee for a drug and/or alcohol test within the timelines outlined in Section D.2 above.

Managers and supervisors will participate in appropriate training on alcohol and drug abuse evaluation. When based on their direct observation, it is suspected that an

employee may have illegal drugs, that manager would perform a written evaluation or request a trained evaluator to complete a written evaluation.

5. Managers and supervisors are responsible for complying with federal grant money including notification sanction associated with drug convictions or use of drugs in the workplace (41. U.S.C. Section 707-717).

G. PROCEDURES TO BE USED FOR DETECTION OF DRUGS AND ALCOHOL

1. Alcohol Testing:

Alcohol testing will be conducted by using an evidential breath device (EBT) approved by the National Highway Traffic Safety Administration. (Non-EBT devices may be used for initial screening tests.)

A screening test will be conducted first. If the result is an alcohol concentration level of less than 0.02, the test is considered a negative test. If the alcohol concentration level is 0.02 or more, a second confirmation test will be conducted. A positive test for alcohol means a confirmed alcohol concentration of 0.08 or more.

The procedures that will be utilized by the collection and testing of the specimen shall be the same as those required under the City of Carpinteria Drug and Alcohol Testing Policy Pursuant To Department of Transportation Regulations (49 CFR 40).

2. Drug Testing:

Drug testing will be considered pursuant to the same requirements as those required by the City of Carpinteria Drug And Alcohol Testing Policy Pursuant To Department Of Transportation Regulations (49 CFR Part 40).

a. The urine specimen will be split into two (2) bottles labeled as primary" and "split" specimen. Both bottles will be sent to the lab;

b. A positive test means a test that is positive for controlled substances under the Federal D.O.T. Urine Specimen Testing Levels. If the urinalysis of the primary specimen test positive for the presence of controlled substances, the employee has seventy-two (72) hours to request that the split specimen be analyzed by a different certified lab at the employee's cost.

c. The urine sample will be tested for the following: marijuana, cocaine, opiates, amphetamines, and phencyclidine;

d. If the test is positive for one or more of the drugs, a confirmation test will be performed using gas chromatography/mass spectrometry analysis;

e. All drug results will be reviewed and interpreted by a physician before they are reported to the employee and then to the City;

f. With all positive drug tests, the physician (a.k.a. Medical Review Officer) will first contact the employee to determine if there is an alternative medical explanation f or the positive test result. If documentation is provided and the MRO determines that there was legitimate medical use for the prohibited drug, the test result may be reported to the City as "negative."

3. Confidentiality:

The confidentiality of records shall be maintained in the same manner as set forth in the City of Carpinteria Drug and Alcohol Testing Policy Pursuant to Department Of Transportation Regulations.

H. CONSEQUENCES OF FAILING/REFUSING AN ALCOHOL AND/OR DRUG TEST:

FAILING A PRE-EMPLOYMENT DRUG TEST WILL BE GROUNDS FOR REJECTION FROM EMPLOYMENT.

UPON FAILING A REASONABLE SUSPICION AND/OR POST-ACCIDENT ALCOHOL AND/OR DRUG TEST THE EMPLOYEE:

1. Will be removed from driving or operating any heavy or dangerous equipment;

2. May be disciplined up to termination. Failing/refusal to take a controlled substances/alcohol test may result in disciplinary action, up to including termination.

3. May be allowed to sign a last chance agreement as an alternative to discipline which could require the employee to undergo treatment to cure his/her alcohol or drug abuse and be tested periodically. Generally, an employee who tests positive and has not been found to be using alcohol or drugs on-duty will be offered a last chance agreement. The City does not pay for this examination or any treatment. However, if the exam and/or treatment is covered by the employee's insurance policy, the employee may use the insurance policy to (help) pay for the covered expenses.

4. The employee may use leave bank hours compensatory time hours or leave without pay while undergoing treatment/rehabilitation.

5. May not be returned to his/her position until the employee submits to a return-to-duty controlled substances and/or alcohol test (depending on which test the employee

failed) which indicates an alcohol concentration level of less than 0.08 or a negative result on a controlled substances test;

6. May be required to submit to unannounced follow-up testing after he/she has been returned to his/her safety-sensitive position for a period of one year.

J. EMPLOYEE ASSISTANCE PROGRAM (EAP)

The City has established an Employee Assistance Program to help employees who need assistance with alcohol and controlled substance abuse. Employees are encouraged to contact the Human Resources/Risk Manager for the number of the current EAP provider.

APPENDIX C

CITY OF CARPINTERIA
PROHIBITION OF
HARASSMENT, DISCRIMINATION AND RETALIATION POLICY

A. PURPOSE

It is the City's intent and the purpose of this Policy to provide all employees, officers and officials, applicants, interns, volunteers and contractors with an environment that is free from any form of unlawful harassment, discrimination or retaliation as defined in this Policy and as provided under federal and state law. This Policy prohibits unlawful harassment or discrimination on the basis of any of the following protected classifications: an individual's race, religion, color, sex (which includes gender, pregnancy, childbirth or related medical conditions), gender identity or expression, sexual orientation, national origin, ancestry, citizenship status, military and veteran status, veteran status, marital status, age for individuals over forty years of age, medical condition, physical or mental disability (whether perceived or actual), genetic information, and any other factor made unlawful by federal, state, or local law.

It is also the policy of the City to provide a procedure for investigating and addressing complaints of alleged harassment, discrimination and retaliation in violation of this Policy. The protection from harassment and discrimination includes protection from retaliation against an employee for his or her having taken action either as a complainant, or for assisting a complainant in taking action, participating in an investigation, or for acting as a witness or advocate on behalf of an employee in a legal or other proceeding to obtain a remedy for a breach of this Policy.

B. POLICY

The City has zero tolerance for any conduct that violates this Policy. Conduct need not rise to the level of a violation of law in order to violate this Policy. Instead, a single act can violate this Policy and provide grounds for discipline or other appropriate sanctions. If you are in doubt as to whether or not any particular conduct may violate this Policy, contact a manager, department head, or the Human Resources/Risk Manager, and, if applicable, do not engage in the conduct and seek guidance from a manager, department head or the Human Resources/Risk Manager.

C. DEFINITIONS

a. Protected Classifications:

This Policy prohibits harassment or discrimination because of an individual's protected classification(s). "Protected Classification" includes race, religion, color, sex (which includes gender, pregnancy, childbirth or related medical conditions), gender identity or expression, sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry,

citizenship status, military status, veteran status, marital status, age, medical condition and physical or mental disability (whether perceived or actual).

b. Policy Coverage:

This Policy prohibits City officials, officers, employees, interns and contractors from harassing or discriminating against applicants, officers, officials, employees, interns and contractors because: (1) of an individual's Protected Classification, (2) of the perception that an individual has a Protected Classification, or (3) the individual associates with a person who has or is perceived to have a Protected Classification. Third parties such as visitors to City Hall are also prohibited from engaging such harassment or discrimination. Any such alleged harassment or discrimination should be reported immediately as provided in this Policy.

c. Discrimination:

This Policy prohibits treating individuals differently or otherwise discriminating against an individual because of the individual's Protected Classification as defined by this Policy.

d. Harassment:

By definition, harassment based on an individual's protected classification as defined by this policy, including sexual harassment, is not within the course and scope of an individual's employment with the City. Harassment includes verbal, physical, and visual conduct that creates an intimidating, offensive or hostile working environment or interferes with work performance. Such conduct constitutes harassment when (1) submission to the conduct is made either an explicit or implicit condition of employment; (2) submission to or rejection of the conduct is used as the basis for an employment decision; or (3) the harassment interferes with an employee's work performance or creates an intimidating, hostile or offensive work environment. Harassing conduct can take many forms and includes, but is not limited to, slurs, jokes, statements, gestures, pictures, or cartoons regarding an employee's Protected Classification. The following are some examples of behavior that can constitute harassment:

a. Verbal harassment, such as epithets (nicknames and slang terms), derogatory or suggestive comments, jokes or slurs, including graphic verbal commentaries about an individual's body, or that identify a person on the basis of his or her Protected Classification. Verbal harassment may include comments on appearance and stories that tend to disparage those of a Protected Classification.

b. Visual forms of harassment, such as derogatory posters, notices, bulletins, cartoons, drawings, sexually suggestive objects, or e-mails on the basis of a Protected Classification.

c. Physical harassment, such as assault, touching, impeding or blocking movement, grabbing, patting, propositioning, leering, making express or implied job related threats in return

for submission to physical acts, mimicking, taunting, or any physical interference with normal work or movement.

d. **Sexually harassing conduct** in particular includes all of these prohibited actions as well as other unwelcome conduct such as requests for sexual favors, unwelcome sexual advances, or verbal or physical conduct of a sexual nature (like name calling, suggestive comments, or lewd talk).

e. **Romantic or sexual relationships** between supervisors and subordinate employees are discouraged. There can be an inherent imbalance of power and potential for exploitation in such relationships. The relationship may create an appearance of impropriety and lead to charges of favoritism by other employees. A welcome sexual relationship may change, with the result that sexual conduct that was once welcome becomes unwelcome and harassing. To avoid possible claims of sexual harassment, if a supervisor or manager intends to enter into a romantic or sexual relationship with a subordinate employee, the supervisor or manager must inform the Human Resources/Risk Manager so that appropriate steps can be taken to minimize the risk of possible claims of sexual harassment.

D. RETALIATION

Retaliation against an employee who reports or provides information in good faith about harassment or discrimination is strictly prohibited, as is retaliation against an employee for his or her having taken action either as a complainant, or for assisting a complainant in taking action, participating in an investigation, or for acting as a witness or advocate on behalf of an employee in a legal or other proceeding to obtain a remedy for a breach of this Policy. Any act of retaliation violates this Policy and will result in appropriate disciplinary action. Examples of actions that might be retaliation against a complainant, witness or other participant in the complaint process include: (1) singling a person out for harsher treatment; (2) lowering a performance evaluation; (3) failing to hire, failing to promote, withholding pay increases, assigning more onerous work, abolishing a position, demotion or discharge; or (4) real or implied threats of intimidation to prevent an individual from reporting harassment or discrimination.

Before a supervisor or manager attempts to insulate or protect a complainant by changing his or her work environment or schedule or duties or by transferring the complainant to another position or location, the supervisor or manager should contact the Human Resources/Risk Manager.

E. REPORTING HARASSMENT, DISCRIMINATION OR RETALIATION

An applicant, employee, officer, official, intern, volunteer or contractor who feels he or she has been harassed, discriminated against or retaliated against in violation of this Policy should report the conduct immediately as outlined below so that the complaint can be resolved quickly and fairly.

All employees involved in the complaint process may be represented by a person of their choosing and at their own expense.

1. Object to the Conduct

Sometimes an individual is unaware that his/her conduct violates this Policy. In these situations the offensive behavior may be eliminated by simply informing the offender that the conduct or language in question is unwelcome and offensive and request that it be discontinued immediately.

A person who believes he/she is being harassed is encouraged, but is not required to use this process. When the conduct in question continues after the offending person has been informed it is offensive, or if a person does not feel comfortable talking to the offending person directly, the employee should make a report in accordance with subsection 2 or 3 below.

2. Oral Report

If a person who believes that this Policy has been violated does not want to first speak with the offending person, he/she should report the conduct to a supervisor, any City management employee, or the Human Resources Manager. Any supervisory or management employee who receives such a report must in turn direct it to the Human Resources/Risk Manager. The Human Resources/Risk Manager will determine what level of investigation and response is necessary.

3. Written Process

An individual who believes this Policy has been violated and does not feel comfortable using the process outlined above may provide a written complaint to a supervisor, or any management employee who in turn must direct the complaint to the Human Resources/Risk Manager, or to the Human Resources/Risk Manager directly. Individuals are encouraged to use the Confidential Complaint Form for this purpose, a copy of which is attached to this Policy.

F. CITY'S RESPONSE TO COMPLAINT OF HARASSMENT, DISCRIMINATION OR RETALIATION

1. Investigation

Upon receipt of a complaint of alleged harassment, discrimination or retaliation, the Human Resources/Risk Manager will be responsible for coordinating a thorough investigation (unless he/she is named in the complaint). The Human Resources/Risk Manager may hire an outside investigator if the City deems appropriate. The type of investigation undertaken, and the party chosen to conduct the investigation will depend on the nature of the complaint made and will be determined by the Human Resources/Risk Manager. The Human Resources/Risk Manager will report the status of investigations to the City Manager as appropriate.

The Human Resources/Risk Manager, in concurrence with the City Manager, may take interim action to diffuse volatile circumstances, such as placing the alleged perpetrator on paid administrative leave or temporarily transferring the alleged perpetrator. Generally, no interim

action should be taken to change the complaining individual's working conditions unless the complaining individual voluntarily consents to the temporary change or the Human Resources/Risk Manager determines that doing so is appropriate under the circumstances.

The City attempts to take a proactive approach to potential Policy violations and may conduct an investigation regarding possible harassment, discrimination or retaliation in appropriate circumstances, regardless of whether or not the recipient of the alleged action or a third party reports a potential violation.

At the conclusion of the investigation, if it is determined that the alleged conduct did not occur or that this Policy was not violated, the Human Resources/Risk Manager will notify the complainant and the alleged perpetrator, if appropriate, of the general conclusion(s) of the investigation and whether any further action is warranted.

2. Remedial and Disciplinary Action

If the investigation determines that the alleged conduct occurred or that the conduct otherwise violated this Policy, the City will notify the complainant and perpetrator of the general conclusion(s) of the investigation and take effective remedial action that is designed to discipline the perpetrator and deter future violations of this Policy. Any employee or officer determined to have violated this Policy will be subject to disciplinary action, up to and including termination. Disciplinary action may also be taken against any official, supervisor or manager who condones or fails to report potential violations of this Policy, or who otherwise fails to take appropriate action to enforce this Policy.

Any official contractor or other non-City employee found to have violated this Policy will be subject to appropriate sanctions.

3. Confidentiality

Every reasonable effort will be made to assure the confidentiality of complaints made under this Policy. Complete confidentiality cannot occur, however, due to the need to fully investigate potential Policy violations and take effective remedial action.

G. RESPONSIBILITIES OF EMPLOYEES, MANAGEMENT AND SUPERVISORY EMPLOYEES

1. Employees

In order to establish and maintain a professional working environment, while at the same time preventing harassment, discrimination, and retaliation, employees are expected to:

- Set an example of acceptable conduct by not participating in or provoking behavior that violates this Policy. Try not to be angry or insulted if an individual tells you that your behavior is offensive. People have different ethical values and standards and may be offended by behavior you think is proper. When appropriate, tell the individual you did not realize your behavior was offensive, and immediately cease the conduct.

- Let fellow employees know when you consider behavior offensive. The City hires people from a wide variety of cultural and ethnic backgrounds, and an individual may not realize behavior he or she thinks is proper could be seen by others as offensive.

- Report harassment, discrimination or retaliation as quickly as possible, whether the reporting employee is the target of the conduct or a witness.

- If an employee witness's harassment, he or she should report it to a supervisor, manager or the Human Resources Manager, and may tell the individual being harassed that the City has a policy prohibiting such behavior, and that he or she can demand that the harasser cease the behavior or report is under this Policy.

- Fully cooperate with the City's investigation of complaints made under this Policy.

2. Managers and Supervisors

In addition to the responsibilities listed above, managers and supervisors are responsible for the following:

- Implementing this Policy by taking all complaints seriously and modeling behavior that is consistent with this Policy. Direct all complaints to the Human Resources Administrator.

- Take positive steps to eliminate any form of harassment, discrimination or retaliation observed or brought to his/her attention.

- No department director, manager, supervisor or other employee may retaliate through any action of intimidation, restraint, coercion or discrimination.

- Monitoring the work environment and taking appropriate action to stop potential Policy violations.

- When appropriate, follow up with those who have complained to ensure the behavior complained of has ceased.

H. Option to Report to Outside Administrative Agencies

Sexual harassment and retaliation for opposing sexual harassment or participating in investigations of sexual harassment are illegal. In addition to notifying the Company about harassment or retaliation complaints, affected employees may also direct their complaints to the California Department of Fair Employment and Housing (DFEH), which has the authority to conduct investigations of the facts. The deadline for filing complaints with the DFEH is one (1) year from the date of the alleged unlawful conduct. If the DFEH believes that a complaint is valid and settlement efforts fail, the DFEH may seek an administrative hearing before the California Fair Employment and Housing Council (FEHC) or file a lawsuit in court. Both the FEHC and the courts have the authority to award monetary and non-monetary relief in meritorious cases. You can contact the nearest DFEH office or the FEHC at the locations listed in the City's DFEH poster or by checking the state government listings in the local telephone directory.

APPENDIX D

RETURN TO WORK POLICY

Purpose

The purpose of this policy is to establish guidelines that the City may follow, should an employee have an extended absence due to illness or injury.

The City strives to assist employees to return to work at the earliest possible date following an injury or illness. However, this policy is not intended to supersede or modify the procedures applicable to employees eligible for reasonable accommodation or covered under leave provisions under the terms of this MOU or federal or state law.

The City cannot guarantee a transitional position and is under no obligation to offer, create or encumber any specific position for purposes of offering placement to such a position.

Inquiries about the reasonable accommodation for disabilities or employee leave rights should be directed to the Human Resources Department (HR).

Transitional Work

The City defines "transitional work" as temporary, light duty and/or modified work assignments within the employee's physical abilities, knowledge and skills.

When possible, in the discretion of the City, transitional positions will be made available to injured workers to minimize or eliminate time lost from work.

The policy only applies to regular full- and part-time employees who are on leave as a result of injury or illness.
In the event an employee refuses transitional work (outside the qualified employee's FMLA/CFRA benefits period) and the employee satisfies the restrictions and ability to perform the transitional position, the City is not obligated to provide an alternative position. In such cases, the City will notify the insurance carrier of the employee's refusal of the transitional work.

Procedures

To obtain a transitional assignment the employee must provide a statement from the employee's treating health care professional containing the following information:

a) That treating health care professional has reviewed the employee's job description;

b) That the employee cannot perform all of the essential functions of her/his job, identifying which essential functions cannot be performed;

c) When the employee will be able to resume performing all essential functions of her/his job, with or without accommodation, and if accommodation will be required, the nature of that accommodation;

d) If the treating health care practitioner cannot determine when the employee will be able to resume performing all essential functions of her/his job, when the employee will next be evaluated for that purpose;
e) In addition, all other work limitations, such as restrictions on lifting, standing, sitting, walking, hours that can be worked and the like, so that the nature of possible transitional employment can be evaluated, and how long each of those limitations will be in place; and
f) Any other limitation of the employee's ability to perform work for the City in a transitional position

If the treating health care provider provides the above information to the satisfaction of the City, and releases the employee to return to work on modified duty the City will review the information to determine if a transitional position for the employee is appropriate and transitional work falls within City business needs. Transitional positions are developed based on the physical capability of the worker, the business needs of the City and the availability of transitional work. The City will determine appropriate work hours, shifts, duration and locations of all work assignments. The City reserves the right in its sole discretion to determine the availability, appropriateness and continuation of all transitional work assignments. The assignment to a transitional position cannot exceed 6 months.

If the employee is offered a transitional position, a transitional position job description, including physical requirements, will be prepared for review and approval by the treating health care provider. Once approved, the employee will be provided a letter noting the treating health care provider's approval and the start date, hours, wage, duration and location of the transitional work assignment. The employee will be asked to sign the letter indicating his or her acceptance or refusal of the transitional work job offer and to return the letter to HR.

Any employee returning to a transitional position must not exceed the duties of the position or go beyond the doctor's restrictions. If any medical restrictions change, the employee must immediately notify his or her supervisor and provide the supervisor a copy of the new medical release. If, in the judgment of the City, the employee is unable to satisfactorily perform the duties of the transitional position, the City may end the employee's transitional work assignment. The City will keep its insurance carriers apprised of relevant information related to the provisions of this section and its application to employees.

EMPLOYEE RESPONSIBILITY

- Employees will be required to acknowledge that they have read, understand and will abide by the agency's technology policy. Violation of the policy may result in discipline, up to and including dismissal.

- To the extent that, under some circumstance, an employee is allowed to use e-mail for personal purposes the employee does so at his or her own risk. Employees should be aware that deletion of a message or file may not fully eliminate the message from the system.

- Employees learning of any misuse of the voice-mail, e-mail or other computer system or violations of this policy shall immediately notify the City Manager or his/her designee.

MANAGEMENT RESPONSIBILITIES AND GUIDELINES

Management and supervisors are responsible for reasonable enforcement of this policy. Any e-mail information or messages revealed or disclosed under this policy are considered to be of a confidential nature.

ATTACHMENT C

CLASSIFICATION AND COMPENSATION TABLES FOR CONDITIONS OF EMPLOYMENT FOR MANAGEMENT AND MISCELLANEOUS UNREPRESENTED PERSONNEL EFFECTIVE JULY 1, 2021.

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City of Carpinteria
Miscellaneous Unrepresented Personnel
Classification and Compensation Information
Effective July 1, 2021

Position	Department	Grade	Minimum	Control Point	Maximum
Associate Planner	Community Development	12	$63,802.31	$79,753.50	$87,728.47
Accounting Technician	Administration Services	9	$49,918.88	$62,398.60	$68,639.40
Engineering Technician	Public Works	9	$49,918.88	$62,398.60	$68,639.40
Code Compliance Officer II	Community Development	8	$48,159.83	$61,295.72	$66,220.68
Management Assistant	Parks, Recreation & Public Facilities	7	$45,890.46	$57,363.68	$63,099.10
Aquatics Program Coordinator	Parks, Recreation & Public Facilities	5	$41,547.19	$51,933.98	$57,127.38

City of Carpinteria
Management Personnel
Classification and Compensation Information
Effective July 1, 2021

Position	Department	Grade	Minimum	Control Point	Maximum
Assistant City Manager	General Government	M19	$110,877.53	$138,596.30	$152,455.69
Community Development Director	Community Development	M19	$110,877.53	$138,596.30	$152,455.69
Administrative Services Director	Finance	M19	$110,877.53	$138,596.30	$152,455.69
Parks, Recreation & Public Facilities Director	Parks, Recreation & Public Facilities	M19	$110,877.53	$138,596.30	$152,455.69
Public Works Director	Public Works	M19	$110,877.53	$138,596.30	$152,455.69
Principal Planner	Community Development	M16	$81,367.00	$101,811.18	$111,992.30
Human Resources/Risk Manager	Human Resources	M16	$81,367.00	$101,811.18	$111,992.30
City Librarian	Parks, Recreation & Public Facilities	M16	$81,367.00	$101,811.18	$111,992.30
Civil Engineer	Public Works	M16	$81,367.00	$101,811.18	$111,992.30
City Clerk	General Government	M15	$78,166.19	$97,680.72	$107,448.78
Senior Financial Analyst	Finance	M14	$73,721.30	$92,151.63	$101,366.17
Chief Building Inspector/Plan Check	Community Development	M12	$63,801.19	$79,753.50	$87,728.47
Program Manager	General Government	M12	$63,801.19	$79,753.50	$87,728.47
Aquatics Superintendent	Parks, Recreation & Public Facilities	M12	$63,801.19	$79,753.50	$87,728.47
Community Engagement Library Specialist	Parks, Recreation & Public Facilities	M12	$63,801.19	$79,753.50	$87,728.47
Parks & Facilities Maintenance Supervisor	Parks, Recreation & Public Facilities	M12	$63,801.19	$79,753.50	$87,728.47
Environmental Program Manager	Public Works	M12	$63,801.19	$79,753.50	$87,728.47
Public Works Supervisor	Public Works	M12	$63,801.19	$79,753.50	$87,728.47
Code Compliance Supervisor	Community Development	M11	$59,904.80	$74,881.01	$82,368.54
Executive Assistant/Deputy Clerk (Confidential)	General Government	M11	$59,904.80	$74,881.01	$82,368.54
Assistant to Public Works Director	Public Works	M11	$59,904.80	$74,881.01	$82,368.54