City of Carpinteria
City Council Regular Meeting Agenda
Monday, March 14, 2022
Council Chamber, 5775 Carpinteria Avenue

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

Attendance/Viewing Options:

- Attend the in-person meeting in City Council Chambers at City Hall (5775 Carpinteria Ave
- View the meeting live through the City's website (https://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.

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.

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

2. Adoption of Resolution No. 6108, congratulating Peter Brown on his retirement and commending and thanking him for 36 years of loyal and dedicated service to the City of Carpinteria. (Following the presentation the Council will recess to the patio for cake.)

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

RECONVENE THE REGULAR MEETING OF THE CITY COUNCIL

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:

3. Approve the minutes of the special Local Appeals Board meeting of February 28, 2022.

4. Approve the minutes of the regular City Council meeting of February 28, 2022.

5. Receive and file the Expenditures for the period beginning February 19, 2022 and ending March 4, 2022.

6. Adopt Resolution Nos. 6105, 6106, and 6107, commending and congratulating the Carpinterian of the Year for 2020, Carpinterian of the Year for 2021, and Junior Carpinterian of the Year for 2021, respectively.

7. Adopt Resolution No. 6104, authorizing the filing of the Transportation Development Claim for Fiscal Year 2022-23.

ADMINISTRATIVE MATTERS:

8. Authorize the City Manager to execute amendment to Agreement for Consultant Services, 2021-11, with National League of Cities' Race, Equity, and Leadership program ("NLC REAL"), to account for revisions to agreement terms due to delays related to COVID-19, as well as updates to workshop titles, sequencing, and offerings.

   Recommendation: Approve City Manager to execute amendment to Agreement for Consultant Services, 2021-11, with NLC REAL, on behalf of the City.

   Staff Presenter: Michael Ramirez, Assistant City Manager

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

9. Third Amendment to Service Agreement with Granicus, LLC for Public Meeting Streaming and Online Agenda Management Services.

   Recommendation: Authorize the City Manager to execute the Third Amendment to the Service Agreement with Granicus, LLC for public meeting streaming and online agenda management services in an amount not-to-exceed $34,810.35 and extend the term through March 31, 2025. *(This motion requires a roll call vote.)*

   Staff Presenter: Dave Durflinger, City Manager

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

10. Resolution Nos. 6109 and 6110, approving and adopting revisions to the resolutions for Conditions of Employment for Management and Miscellaneous Unrepresented Personnel for Fiscal Year 2021-2022.

    Recommendation: Approve Resolution Nos. 6109 and 6110, amending Resolution Nos. 6101 and 6102 concerning Conditions of Employment for Management and Miscellaneous Personnel and authorizing the City Manager to implement the changes effective July 1, 2021.

    Staff Presenter: Laura Hernández, Human Resources/Risk Manager

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

PUBLIC HEARING: NONE

OTHER BUSINESS:

11. Receive Status Report, Award a Construction Contract, and Authorize a Budget Increase for the Carpinteria Skate Park Project.

    Recommendation: (1) Receive Status Report of the Carpinteria Skate Park Project. (2) Award a Construction Contract for the Carpinteria Skate Park Project (City Project No. 15124) to Lash Construction, Inc. in the Total Base Bid amount of $2,089,242. (3) Authorize a budget increase to Capital Improvements Project Fund Expense Account No. 301-403-5780 for Project PK-19-003 and the associated transfer of funds as directed by the City Council. *(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

12. At the Request of Councilmembers Alarcon and Clark, City Council to Determine Whether to Reconsider and/or Amend the Motion and Vote Made at the February 28, 2022 City Council Meeting Regarding the Selection of Map A2 as the Proposed Final Map for Consideration of Adoption at the City Council Meeting of March 28, 2022.

    Recommendation: Council to consider, upon a majority vote, whether to reconsider and/or amend Council's motion and vote made at the February 28, 2022 City Council meeting selecting Map A2 as the proposed final map for consideration of adoption at the final public hearing. If Council votes to reconsider and/or amend its prior motion and vote, Council will then deliberate and provide direction to staff and consultant regarding selecting a second map, to be included in addition to Map A2 for Council consideration at the March 28, 2022 City Council meeting.

    Staff Presenter: Dave Durflinger, City Manager

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

13. Interim and long-term options for the establishment of City-operated, or sponsored, senior programs, including the provision of a City facility, or facilities, for programming.

    Recommendation: Receive and file the report, and direct staff as determined appropriate.

    Staff Presenter: Michael Ramirez, Assistant City Manager

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

14. Community Development Block Grant (CDBG) Committee recommendations concerning the 2022-2023 Public Services Grant Applications and allocation of program funds.

Recommendation: Allocate the CDBG Public Services Grant Funding pursuant to the recommendations of the City's CDBG Committee to equally share the funds between Peoples' Self-Help Housing's Carpinteria Camino Scholars program and the United Boys & Girls Club of Santa Barbara County's Carpinteria Club – College Bound. *(This motion requires a roll call vote.)*

Staff Presenter: Steve Goggia, Community Development Director

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

15. The City's 2021 Housing Element Annual Progress Report to the State Department of Housing and Community Development on the status of implementation of its goals, policies, and objectives.

Recommendation: Receive the 2021 Housing Element Annual Progress Report and direct that it be submitted to the State Housing and Community Development Department.

Staff Presenter: Steve Goggia, Community Development Director

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

16. Highway 101 Fire Incident Emergency Repair update, approval of a budget allocation for the City's potential portion of costs, and authorization for the City Manager to arrange for reimbursement to Caltrans as determined necessary.

Recommendation: (1) Receive and file the report on the Highway 101 Fire Incident Emergency Repair; and (2) Appropriate a not-to-exceed budget amount of $400,000, for the City's potential portion of repair costs from the Major Asset Replacement Reserve; and (3) Authorize the City Manager, subject to confirmation of liability, to prepare and execute an agreement between the City and Caltrans for reimbursement of the City's portion of repair work costs in an amount determined appropriate and not to exceed $400,000. *(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

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 28, 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, March 9, 2022, in the City Clerk's Office, on the City Hall Public Notices Window, and on the Internet.

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

RESOLUTION NO. 6108

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA CONGRATULATING PETER BROWN ON HIS RETIREMENT AND COMMENDING AND THANKING HIM FOR 36 YEARS OF LOYAL AND DEDICATED SERVICE TO THE CITY OF CARPINTERIA

WHEREAS, Peter Brown retired from his role as Principal Contract City Attorney, effective June 24, 2021, after 36 years of service to the City of Carpinteria; and

WHEREAS, the City entered into a consultant services agreement for legal services with the Santa Barbara law firm of Hatch & Parent (now Brownstein Hyatt Farber Schreck) in 1985; and

WHEREAS, during his tenure Mr. Brown served as Deputy City Attorney from 1985-1990, Senior Deputy City Attorney, 1990–1992, and as Principal Contact Attorney from 1992–2021; and

WHEREAS, Peter has been a leader in his field, regularly presenting at City Attorney's Department conferences of the League of California Cities, serving on Department Committees, and serving for three years as an officer of the Department, including as President in 2001-2002.

WHEREAS, Peter established and maintained over his tenure a legal services team capable of assisting the City with the varied and complex legal matters facing coastal cities in the central coast region; and

WHEREAS, Peter ensured that the consulting legal services team works collaboratively with the City's management and leadership to proactively address legal risks and issues, and assist and support the City Council and its Boards, Commissions and Committees to the benefit and well-being of the Carpinteria community.

WHEREAS, Peter's tenure is most notable for how he went about the work; conducting himself with the utmost integrity and professionalism, earning the trust and confidence of City Council and staff members, and the Carpinteria community.

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1. The above recitals are true and correct.

SECTION 2. Peter Brown is congratulated on his much deserved retirement and commended and thanked for his long and stellar service to the City organization and Carpinteria community.

PASSED, APPROVED AND ADOPTED on this 14th day of March, 2022, by the following vote:

AYES: COUNCILMEMBER(S):

NOES: COUNCILMEMBER(S):

ABSENT: COUNCILMEMBER(S):

ABSTAIN: COUNCILMEMBER(S):

_____
Mayor, City of Carpinteria

ATTEST:

_____
Brian C. Barrett, 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 March 14, 2022.

_____
Brian C. Barrett, 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

CARPINTERIA LIBRARY BOARD OF TRUSTEES
5775 Carpinteria Avenue
Carpinteria, CA 93013

REGULAR MEETING AGENDA
MONDAY, MARCH 14, 2022
5:30 P.M.

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1. Call to order and roll call.

2. Confirmation of legal noticing and procedural requirements of meeting.

3. Public Comment – This is the time for public comments on matters not otherwise on the agenda but within the subject matter of the Carpinteria Library Board of Trustees.

4. Approval of minutes of regular meeting held February 14, 2022.

5. Update on the Library Transition Process (verbal report).

6. Whether to migrate patron data to new system without outstanding balances on patron accounts.

   Recommendation: To establish the Carpinteria Community Library without previously existing fines and fees.

   Staff Presenter: Jody Thomas, City Librarian

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

7. New Business & Discussion

8. Adjournment.

The Carpinteria Library Board of Trustees agenda and any associated staff reports will be available on Thursday, March 10, 2022 on the City's Website: https://carpinteria.ca.us/city-hall/agendas-meetings/. The Carpinteria Library Board of Trustees agenda and staff reports are part of the City Council agenda for its regular meeting of March 14, 2022. Please see "TEMPORARY ADJOURNMENT FOR THE PURPOSE OF HOLDING THE MONTHLY MEETING OF THE CARPINTERIA LIBRARY BOARD OF TRUSTEES." Details and procedures on how to provide public comment and participate in the meeting through telephonic means are available on the posted City Council agenda at https://carpinteria.ca.us/city-hall/agendas-meetings/.

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

CARPINTERIA LIBRARY BOARD OF TRUSTEES
5775 Carpinteria Avenue
Carpinteria, CA 93013

MEETING AGENDA
MONDAY, FEBRUARY 14, 2022

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1. Call to order and roll call.

President Nomura called the meeting to order at 8:15 pm.

Boardmembers present: Boardmember Natalia Alarcon
Boardmember Gregg A. Carty
Boardmember Roy Lee
Vice President Al Clark
President Wade T. Nomura (via Zoom)

Staff members present: Dave Durflinger, Chief Executive Officer
Jena Shoaf Acos, on behalf of Brownstein Hyatt Farber Schreck, LLP acting as City Attorney of the City of Carpinteria
Brian C. Barrett, Acting Secretary
Jody Thomas, City Librarian

2. Confirmation of legal noticing and procedural requirements of meeting.

Acting Secretary Barrett acknowledged that all legal noticing and procedural requirements have been met.

3. Public Comment

There was no public comment.

4. Approval of minutes of regular meeting held January 10, 2022.

Motion by Vice President Clark, seconded by Boardmember Alarcon, to approve the minutes of the regular meeting held January 10, 2022. The roll call vote was as follows:

AYES: Boardmember Alarcon, Boardmember Carty, Boardmember Lee, Vice President Clark, and President Nomura
NOES: None
ABSENT: None
ABSTAIN: None

The motion carried unanimously.

5. Selection of Name of the Library (verbal report).

City Librarian Thomas provided a verbal report.

Boardmember Carty asked if there would be a logo along with the new name. City Librarian Thomas responded that the logo is to be determined.

Motion by Vice President Clark, seconded by Boardmember Lee, to accept the following Name of the Library: Carpinteria Community Library. The roll call vote was as follows:

AYES: Boardmember Alarcon, Boardmember Carty, Boardmember Lee, Vice President Clark, and President Nomura
NOES: None
ABSENT: None
ABSTAIN: None

The motion carried unanimously.

6. Update on the Library Transition Process (verbal report).

City Librarian Thomas provided the following update:

- Received MOU from Black Gold
- Library cards have been designed and configured
- Bar codes have been ordered
- Recruitment for other full-time Library position is open and initial review of applications is on February 28th
- City staff met with Friends of the Library and other stakeholders to determine what people want for the library
- City staff toured the Veterans Memorial Hall and generated a deferred maintenance list and will establish a timeline for renovations
- Working on the lease agreement for the Vets Hall with the County
- Will meet with Santa Barbara Public Library and Black Gold staff to discuss details of the transition

Boardmember Alarcon asked for a timeline of renovations to the building. City Librarian Thomas replied that staff anticipates renovations to be complete prior to the library transitioning to the City.

Boardmember Carty requested that an Item entitled “New Business & Discussion” be added to future agendas. He also requested a tour of the Vets Hall complex and perhaps hold a Library Board of Trustees meeting there. The Council gave consensus to Boardmember Carty’s requests.

Boardmember Alarcon asked how the City could continue to share the network of books through Black Gold. City Librarian Thomas responded that currently the library is managed by the Santa Barbara Public Library and lending between jurisdictions has stopped in order for materials to get back to their home libraries. She addressed that when the Carpinteria library becomes independent, the City will be a part of Black Gold, sharing half million items amongst six libraries in the system. She identified that Santa Barbara Public Library and San Luis Obispo County are leaving Black Gold and they will not be lending in the same way they are currently. She announced that the library is seeking volunteers to assist with barcoding items.

President Nomura announced that Boardmember Alarcon is the Board’s representative on the County Library Committee.

7. Adjournment.

President Nomura adjourned the meeting at 8:29 p.m.

_____
Brian C. Barrett, Secretary

City of Carpinteria

LIBRARY BOARD OF TRUSTEES
AGENDA STAFF REPORT
March 14, 2022

ITEM FOR BOARD CONSIDERATION

Whether to migrate patron data to new system without outstanding balances on patron accounts.

STAFF RECOMMENDATION

Direct the City Librarian to migrate patron data into the new Carpinteria Library system without outstanding balances on patron accounts.

Sample Motion: I move to direct the City Librarian to migrate patron data into the new Carpinteria Library system without outstanding balances on patron accounts.

BACKGROUND

Ordinance No. 747 was adopted on June 14, 2021, amending Title 2 of the Carpinteria Municipal Code by modifying Chapter 2.20 (City Departments) adding a new library division to the Parks, Recreation & Public Facilities Department, and adding Chapter 2.38 (Municipal Library). Currently, the Carpinteria Library is operated by the City of Santa Barbara via contract with the County of Santa Barbara (County) as a County Branch Library. The City is scheduled to take over Carpinteria Library operations beginning on July 1, 2022.

On April 14, 2022, the City of Santa Barbara will begin migrating their patron data over to a new library circulation software system, formally referred to as an Integrated Library System (ILS) which the Carpinteria Community Library will not be part of. The Carpinteria Library patron data will not be migrated at that time since Carpinteria Library will no longer be under management of the Santa Barbara Public Library (SBPL) as of July 1, 2022. As of July 1, 2022, the Carpinteria Community Library will be a member of Black Gold Cooperative Library System (Black Gold) that provides an ILS as part of membership. Black Gold will migrate the Carpinteria patrons to the new Black Gold ILS

on April 22, 2022. Prior to this process, the City of Carpinteria can determine whether all existing patron data is to be migrated over to the new system.

DISCUSSION

Outstanding fines and fees owed to the City of Santa Barbara, as the operator of the Carpinteria Library, total $72,563.59. When the City of Carpinteria assumes library operations, all patron account information, including outstanding debt, will be transferred over unless otherwise directed. Current library system reports from the Santa Barbara Public Library (SBPL) show that over 20-percent of those patrons are children, teens, or homebound patrons.

Fines are defined as charges incurred that are punitive, such as in a daily charge for every day a book is late. Fees are defined as charges intended to recoup costs, such as a replacement fee for a lost book. More than $50,000 of the outstanding fines and fees due were incurred prior to 2017. Under the current SBPL policy, when patrons owe $10 or more, they are blocked from using their library card, can no longer borrow materials, and in many cases stop using the library altogether. Policy and the age of outstanding debts make recouping the balances highly unlikely. Furthermore, this limited source of revenue must be weighed against potential harm to children and families unable to access and make use of the Carpinteria Community Library and all that it will offer.

According to the Urban Libraries Council in 2020, research shows that communities of color are more likely to be impacted by unpaid library fines and/or fees and have a higher percentage of suspended borrowing privileges. Overdue library fines and fees typically represent a very small fraction of a library's operating budget, yet disproportionately affect communities that have income insecurity or individuals with low incomes. Library fees can become insurmountable for some families. This is a growing concern for many municipal leaders who want to ensure public services are delivered in an equitable way in their communities.[1]

POLICY CONSISTENCY

The recommendation is consistent with the 2022 Annual Work Plan and the actions of the City Council concerning the establishment of a municipal library.

Fine and fee amnesty is consistent with the City of Carpinteria Sustainability Policy (Resolution No. 5500), which states, in part, the following objective in the Health, Safety and Wellness section:

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[1] How Eliminating Library Fees Advances Racial Justice. Urban Libraries Council. 24 April 2020. https://www.urbanlibraries.org/blog/how-eliminating-library-fees-advances-racial-equity

18. Promote social equity which addresses the fair distribution of benefits and costs among different social and cultural groups, recognizing that these groups have different needs, interests, rights to and responsibilities over resources, and that they experience different impacts of development interventions which must be considered to build a solid base for sustainability and socio-environmental equity.

FINANCIAL CONSIDERATIONS

There would be no loss of revenue from fine and fee collection in this fiscal year, as any payments received for outstanding fines and fees will be collected by the City of Santa Barbara. Outstanding fines and fees, if migrated over, will be inherited debt. Revenues from any potential collection of this inherited are minimal, highly unlikely, and presumably outweighed by the staff time that would be required to collect it, and the social capital expended in the process.

The total amount of fines and fees on current patron accounts is shown in the table below:

Date	Fines and Fees	Description
2018 and prior	$61,320.59	Includes overdue fines, card replacement charges, printing charges, holds requests, materials replacement, missing pieces charges, collection agency charges, and processing charges.
2019-2020	$10,196.75	Same as above, with the exception of holds request fees, processing fees, or charges for missing pieces, which were discontinued.
Calendar year 2021	$1,027.00	Includes only replacement charges and/or collection agency fees.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

As determined necessary and appropriate, staff consults with the City Attorney's Office and risk managers of its insurance entity, the California Joint Powers Insurance Authority, in order to ensure compliance with legal requirements and best practices.

OPTIONS

1. Direct the City Librarian to migrate patron data into the new Carpinteria Library system without outstanding balances on patron accounts. (Staff recommendation)

2. The Library Board of Trustees could choose to not approve the recommendation and direct staff as determined appropriate.

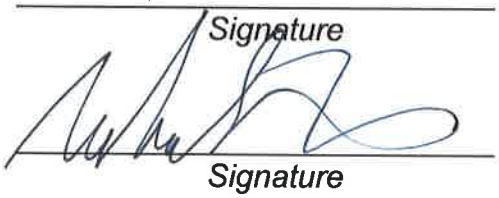
PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

Staff contact:
Jody Thomas, City Librarian
(805) 755-4441, jodyt@ci.carpinteria.ca.us

Reviewed by:
Michael Ramirez, Assistant City Manager
(805) 755-4450, michaelr@ci.carpinteria.ca.us

MR for J. Thomas
Signature


Signature

City of Carpinteria
City Council Minutes
Regular Meeting
Monday, February 28, 2022

In-Person and Virtual

CALL TO ORDER

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

ROLL CALL

Councilmembers present:	Councilmember Natalia Alarcon Councilmember Gregg A. Carty Councilmember Roy Lee Vice Mayor Al Clark Mayor Wade T. Nomura
Staff members present:	Dave Durflinger, City Manager Jena Shoaf Acos, on behalf of Brownstein Hyatt Farber Schreck acting as City Attorney of the City of Carpinteria Brian C. Barrett, City Clerk Robert Howard, Public Works Supervisor Amber Workman, Pool Superintendent John L. Ilasin, Public Works Director Oliva Uribe Mutal, Program Manager Nick Bobroff, Principal Planner Erin Maker, Environmental Program Manager Licette Maldonado, Administrative Services Director Laura Hernández, Human Resources/Risk Manager

PLEDGE OF ALLEGIANCE

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

INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS

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

Speakers via Zoom: Anna Carrillo

In response to Ms. Carrillo's comment on no sound coming through Zoom, City Clerk Barrett confirmed with GATV staff that the sound on Zoom was now working.

Motion by Councilmember Lee, seconded by Vice Mayor Clark, to approve the Proclamation designating Sunday, March 13, 2022 as California Arbor Day in the City of Carpinteria. 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.

Mayor Nomura and the City Council presented the Proclamation to Public Works Supervisor Howard.

2. Proclamation Designating the Month of March 2022 as "Women's History Month".

Speakers in-person: Viviana Morales from the office of State Senator Monique Limón and Beth Cox

Motion by Councilmember Alarcon, seconded by Vice Mayor Clark, to approve the Proclamation designating the Month of March 2022 as "Women's History Month". 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.

Mayor Nomura and the City Council presented the Proclamation to several individuals in the audience.

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

There was no public comment.

Motion by Councilmember Lee, seconded by Vice Mayor Clark, to adopt Resolution No. 6103, recognizing and commending Pedro Castro Lopez for outstanding service to the Carpinteria Community. 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.

Mayor Nomura and the City Council presented Resolution No. 6103 to Mr. Lopez.

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

This recognition was postponed to a future Council date when Ms. Broughton would be available.

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 announced the passing of longtime Carpinterian Barry Horowitz.

CITY MANAGER'S REPORT

City Manager Durflinger reported on the progress of repairs to the drainage culvert under Via Real that was set on fire and which closed a portion of Via Real.

Pool Superintendent Workman provided a PowerPoint presentation on the first Swim-a-Thon held at the Community Pool and announced that $8,168 had been raised so far towards the $10,000 goal.

PRESENTATIONS BY CITIZENS / PUBLIC COMMENT

Emails distributed: Kirk Peterson and Everett Lipman

Speakers in-person: Susan Mailheau and another individual who turned in an illegible speaker slip and did not appear at the podium when called by the Mayor

Speakers via Zoom: Marilyn Simon-Gersuk, Sarah Trigueiro, and Anna Carrillo

AGENDA MODIFICATIONS: NONE

CONSENT CALENDAR:

Motion by Councilmember Lee, seconded by Councilmember Carty, to approve the Consent Calendar Item Nos. 5 through 9. 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.

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.

Public Works Director Ilasin presented the staff report.

Speakers in-person: Jason Rodriguez, Julie Mayer, Jason Lesh, and Will Carleton

Speakers via Zoom: Jim Regunato (did not speak)

It was the consensus of the Council to have staff return with ways to cover the discrepancy in the received bid versus the project budget such as grants, mixed contributions, fundraising and include the financial options should the City do a 50/50 split with the Skate Park Foundation of the remaining funds needed to complete the project or if the City provided 100% of the remaining funds needed to complete the project.

Motion by Councilmember Lee, seconded by Vice Mayor Clark, to receive the status report on bid analysis for the Carpinteria Skate Park Project and direct staff to come back March 14th with possible actions.

Councilmember Carty asked to amend the motion to include directing staff to pursue Option A (the City would incur the straight cost of the bid).

Councilmember Lee amended the motion and Vice Mayor Clark seconded the amended motion to receive the status report on bid analysis for the Carpinteria Skate Park and direct staff to pursue Option A (the City would incur the straight cost of the bid) and come back March 14th with a financial analysis. The roll call vote on the amended 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.

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.

Public Works Director Ilasin presented the staff report.

There was no public comment.

Motion by Councilmember Alarcon, seconded by Councilmember Lee, 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. 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.

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.)*

Public Works Director Ilasin presented the staff report.

There was no public comment.

Motion by Councilmember Lee, seconded by Councilmember Carty, 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. 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.

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.)*

Public Works Director Ilasin presented the staff report.

There was no public comment.

Motion by Councilmember Lee, seconded by Councilmember Alarcon, 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 and (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. 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.

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.)*

Public Works Director Ilasin presented the staff report.

There was no public comment.

Motion by Vice Mayor Clark, seconded by Councilmember Alarcon, 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. 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.

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.

Program Manager Uribe Mutal and Sophia Garcia with Redistricting Partners presented the staff report and PowerPoint presentation. Ms. Garcia was present via Zoom.

Councilmember Lee left the dais at 7:19 pm and returned at 7:20 pm.

Emails distributed: Russell Ruiz, Lorraine McIntire, and Diana Andonian

Speakers in-person: Jason Rodriguez, Lorraine McIntire, and Fred Shaw

Vice Mayor Clark suggested making minor changes to map A2 to reduce the deviation and appearance of gerrymandering.

Councilmember Lee and Councilmember Carty both favored moving forward with map A2 as presented.

Councilmember Alarcon suggested making minor tweaks to map A2 to reduce the deviation.

Mayor Nomura was in favor of map A2.

Motion by Councilmember Lee, seconded by Councilmember Carty, to receive and file the presentation and public comments received to date and direct staff to bring back draft plan A2, for consideration of adoption at the City Council meeting of March 28, 2022.

Councilmember Alarcon commented that she would like to put another motion on the floor after the vote of the current motion.

The roll call vote was as follows:

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

The motion carried.

Councilmember Alarcon did not present another motion.

Mayor Nomura temporarily recessed the meeting to a break at 7:55 pm and reconvened at 8:07 pm.

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.

Principal Planner Bobroff and Environmental Program Manager Maker presented the staff report.

There was no public comment.

Motion by Councilmember Lee, seconded by Vice Mayor Clark, to receive and file the annual Bob Hansen Creeks Preservation Program Report. 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.

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.

Administrative Services Director Maldonado and Travis Hole with Moss, Levy & Hartzheim LLP presented the staff report. Mr. Hole was present via Zoom.

There was no public comment.

Motion by Vice Mayor Clark, seconded by Councilmember Lee, to receive and file the ACFR for the fiscal year ending June 30, 2021 and various reports associated with it. 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.

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.

Human Resources/Risk Manager Hernández presented the staff report.

There was no public comment.

Motion by Councilmember Alarcon, seconded by Vice Mayor Clark, 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. 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.

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.

Human Resources/Risk Manager Hernández presented the staff report.

There was no public comment.

Motion by Councilmember Alarcon, seconded by Vice Mayor Clark, to adopt Resolution Nos. 6101 and 6102, as read by title only. 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 announced there were no updates.

Councilmember Lee requested staff return with a support letter by the Council at the next Council meeting regarding AB 1881 – regulations for humane treatment of dogs and cats.

COMMITTEE REPORTS, INQUIRIES AND OTHER MATTERS PRESENTED BY COUNCILMEMBERS

Vice Mayor Clark reported on the recent Ad Hoc Harbor Seal Advisory Committee meeting where the group determined its objectives.

Councilmember Lee noted that the Ad Hoc Harbor Seal Advisory Committee hoped to report on recommendations to the City Council by October 2022.

Councilmember Carty requested the Council tour the Veterans Memorial Building. City Manager Durflinger acknowledged that staff is setting up the tour.

Councilmember Alarcon attended the City Council/School Board Committee where civic and youth engagement programs, pedestrian safety improvements, the library transition, and the process for reviewing and updating the facilities use agreements between the School District and the City were discussed.

City Manager Durflinger announced that the Community Awards Banquet would be held March 12th.

ATTENDANCE OF COUNCILMEMBERS FOR FUTURE MEETINGS

All Councilmembers are expected to be in attendance at the regular City Council meeting of March 14th.

Mayor Nomura congratulated Mr. Barrett on his promotion to City Clerk.

ADJOURNMENT

Mayor Nomura adjourned the meeting at 8:39 p.m.

_____
Wade T. Nomura, Mayor

ATTEST:

_____
Brian C. Barrett, City Clerk

City of Carpinteria
Local Appeals Board Minutes
Special Meeting
Monday, February 28, 2022

In-Person

CALL TO ORDER

Chair Nomura called the meeting to order at 3:35 pm.

ROLL CALL

Boardmembers present:	Boardmember Natalia Alarcon Boardmember Gregg A. Carty (arrived at 3:41 pm) Boardmember Roy Lee Vice Chair Al Clark Chair Wade T. Nomura
Staff members present:	Dave Durflinger, City Manager Jena Shoaf Acos, on behalf of Brownstein Hyatt Farber Schreck acting as City Attorney of the City of Carpinteria Mack Carlson, on behalf of Brownstein Hyatt Farber Schreck acting as City Attorney of the City of Carpinteria Steve Goggia, Community Development Director Brian C. Barrett, City Clerk

PLEDGE OF ALLEGIANCE

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

PUBLIC HEARING:

The Local Appeals Board met to hold a public hearing for the following matter:

Appeal of the issuance of four (4) building permits for repairs to the multi-family residence located at 5387 Eighth Street pursuant to Carpinteria Municipal Code Section 15.08.180.

Recommendation: Staff recommends that the Local Appeals Board deny the appeal of the issuance of four building permits for repairs to the multi-family residence located at 5387 Eighth Street.

Mr. Carlson asked present Boardmembers Alarcon, Lee, Clark, and Nomura if they had any ex parte communications to disclose regarding this matter. Boardmembers Alarcon, Lee, Clark, and Nomura had no ex parte communications to disclose regarding this matter.

Mr. Carlson described the process and the role of the Local Appeals Board.

Community Development Director Goggia presented the staff report.

Boardmember Carty arrived at 3:41 pm and Mr. Carlson asked Boardmember Carty if he had any ex parte communications to disclose regarding this matter. Boardmember Carty had no ex parte communications to disclose regarding this matter.

John J. Thyne III, attorney for Appellant Patrick O'Connor, property owner of 5395 Eighth Street, gave the Appellant's presentation. Appellant Patrick O'Connor provided exhibits in support of the appeal.

Mark and Jami Leaf, property owners of 5387 Eighth Street, provided the Property Owner presentation.

There was no public comment.

Motion by Boardmember Lee, seconded by Vice Chair Clark, to deny the appeal of the issuance of four building permits for repairs to the multi-family residence located at 5387 Eighth Street. The roll call vote was as follows:

AYES:	Boardmember Alarcon, Boardmember Carty, Boardmember Lee, Vice Chair Clark, and Chair Nomura
NOES:	None
ABSENT:	None
ABSTAIN:	None

The motion carried unanimously.

PUBLIC COMMENT WILL BE HEARD CONCERNING ONLY THE AGENDIZED ITEM FOR THIS SPECIAL MEETING

ADJOURNMENT

Chair Nomura adjourned the meeting at 4:30 pm.

_____
Wade T. Nomura, Chair
Local Appeals Board

ATTEST:

_____
Brian C. Barrett, City Clerk

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
March 14, 2022

ITEM FOR COUNCIL CONSIDERATION

Expenditures for the period beginning February 19, 2022 and March 04, 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 19, 2022 and ending March 04, 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: 02/19/2022 - 03/03/2022

Vendor Number / Payable # / Bank Code: AP Bank-AP Bank	Vendor Name / Payable Type	Post Date	Payment Date / Payment Type / Payable Description	Payment Amou	Number
	JAYNE DIAZ		03/03/2022 EFT	3,663.06	686
INV0003396	Invoice	03/01/2022	MEDICAL REIMBURSEMENT		
INV0003399	Invoice	03/01/2022	MEDICAL REIMBURSEMENT		
	LARRY DRIGGERS		03/03/2022 EFT	3,663.06	687
INV0003397	Invoice	03/01/2022	MEDICAL REIMBURSEMENT		
INV0003400	Invoice	03/01/2022	MEDICAL REIMBURSEMENT		
	MARY ANN COLSON		03/03/2022 EFT	3,663.06	688
INV0003395	Invoice	03/01/2022	MEDICAL REIMBURSEMENT		
INV0003398	Invoice	03/01/2022	MEDICAL REIMBURSEMENT		
	SEIU LOCAL 620		02/24/2022 Regular	245.62	100799
INV0003376	Invoice	02/24/2022	Employee Union Dues Contribution		
	UNITED WAY OF SANTA BARBARA COUNTY		02/24/2022 Regular	24.00	100800
INV0003377	Invoice	02/24/2022	Employee United Way Contribution		
	VANTAGEPOINT TRANSFER AGENTS - 457		02/24/2022 Regular	4,740.15	100801
INV0003368	Invoice	02/24/2022	ICMA Employee Contributions		
INV0003369	Invoice	02/24/2022	ICMA Employee Contributions		
INV0003370	Invoice	02/24/2022	Deferred Compensation Contribution		
	ADVANTAGE TELECOM		02/24/2022 Regular	73.74	100802
132528	Invoice	02/24/2022	FEB22 EMERGENCY PHONE LINE SERVICES		
	ALICE WISSING		02/24/2022 Regular	400.00	100803
02/17/22	Invoice	02/24/2022	MINUTES FOR PLANNING COMMISSION MEETING ON 01/18		
	ALL LANGUAGES INTERPRETING & TRANSLATING INC.		02/24/2022 Regular	1,400.00	100804
28365	Invoice	02/24/2022	2 SPANISH INTERPRETERS FOR COUNCIL MEETINGS		
	AT&T MOBILITY		02/24/2022 Regular	216.62	100805
287303896883X02102022	Invoice	02/24/2022	CITY HALL MONTHLY PHONE BILL - JANUARY 2022		
	BANNER BANK		02/24/2022 Regular	99,370.87	100806
INV0003383	Invoice	02/24/2022	2ND RETENTION PAYMENT FOR 2021 PAVEMENT REHAB		
INV0003385	Invoice	02/24/2022	3RD RETENTION PAYMENT FOR REHAB PROJECT		
INV0003386	Invoice	02/24/2022	4TH RETENTION PAYMENT FOR 2021 PAVEMENT REHAB		
	CANON FINANCIAL SERVICES, INC		02/24/2022 Regular	1,249.52	100807
28095367	Invoice	02/24/2022	CANON 5760 & CANON 6275 PRINTERS AT C.H. LEASE		
	COASTAL VIEW NEWS		02/24/2022 Regular	644.00	100808
57839	Invoice	02/24/2022	ABOP ADVERTISING 12/09/2021		
58035	Invoice	02/24/2022	ABOP ADVERTISING 02/10/2022		
	CORMAC O'BRIEN DBA SOUTH COAST ANALYTICS INC		02/24/2022 Regular	1,440.00	100809
6	Invoice	02/24/2022	RAPID COVID TESTING 1/7/22		
	COX BUSINESS		02/24/2022 Regular	135.94	100810
FEB22 001 3011 028450702	Invoice	02/24/2022	FEB22-VETS HALL INTERNET SERVICE		
	DALE REDFIELD		02/24/2022 Regular	404.25	100811
INV0003389	Invoice	02/24/2022	LIBRARY CONSULTANT SERVICES		
INV0003391	Invoice	02/24/2022	LIBRARY CONSULTANT SERVICES		
DEWBERRY ENGINEERS I	DEWBERRY ENGINEERS INC.		02/24/2022 Regular	5,217.63	100812
2078098	Invoice	02/24/2022	JAN22 PROJECT SERVICES FOR CARP AVE BRIDGE PROJECT		
	ENCOMPASS CONSULTANT GROUP, INC		02/24/2022 Regular	348.75	100813
03477	Invoice	02/24/2022	JAN22 ENGINEERING SERV. FOR 2021 CARP PAVE REHAB		
	EVERYWHERE RIGHT NOW		02/24/2022 Regular	1,120.00	100814
3063	Invoice	02/24/2022	JAN22 WEBSITE DEVELOPMENT FOR CITY WEBSITE		
	FEDEX		02/24/2022 Regular	87.04	100815
7-651-20352	Invoice	02/24/2022	SHIPPING CHARGES FOR JD 02/04/2022		
	FRONTIER COMMUNICATIONS		02/24/2022 Regular	144.57	100816
FEB22 805-684-7613-042205-5	Invoice	02/24/2022	PHONE & INTERNET SERVICES FOR LG TOWER & BOATHOUSE		
	GUARDIAN		02/24/2022 Regular	15,032.98	100817

FEB22 PREMIUMS	Invoice	02/24/2022	FEB22 PREMIUMS			
JAN22 PREMIUMS	Invoice	01/31/2022	JAN22 PREMIUMS			
	HIGH DESERT PRINT CO.		02/24/2022	Regular	770.41	100818
19961	Invoice	02/24/2022	GARMENTS FOR CITY OF CARPINTERIA			
	LIN CONSULTING INC.		02/24/2022	Regular	8,816.27	100819
14544	Invoice	02/24/2022	JAN22 DESIGN SERVICES FOR CARP X PALM AVE INTERSEC			
	MISSION UNIFORM SERVICE		02/24/2022	Regular	86.67	100820
516388885	Invoice	02/24/2022	MAT & TOWEL REPLACEMENT, UNIFORM CLEANING			
	PLANNING & DEVELOPMENT-COUNTY OF SANTA BARBARA		02/24/2022	Regular	430.10	100821
INV0003382	Invoice	02/24/2022	JAN22 COUNTY PLANNING CHECKS FOR RINCON MULTIUSE			
	PLAYPOWER LT FARMINGTON, INC.		02/24/2022	Regular	104,709.59	100822
1400253969A	Invoice	02/24/2022	PLAYGROUND EQUIPMENT FOR HEATH RANCH PARK			
	QUADIENT FINANCE USA INC		02/24/2022	Regular	500.00	100823
FEB22 7900 0110 3770 5400	Invoice	02/24/2022	POSTAGE FOR CITY HALL 01/28/21			
	REDISTRICTING PARTNERS		02/24/2022	Regular	18,000.00	100824
1412	Invoice	02/24/2022	REDISTRICTING & MAPPING SERVICES			
	RRM DESIGN GROUP		02/24/2022	Regular	293.75	100825
2277-01-0122	Invoice	02/24/2022	JAN22 DOWNTOWN DESIGN OVERLAY PROGRAM SERVICES			
	SANTA BARBARA COUNTY, SHERIFF'S DEPT		02/24/2022	Regular	381,861.00	100826
1376-2	Invoice	02/24/2022	JAN22 CONTRACTED LAW ENFORCEMENT SERVICE (CORRECT)			
	SO CA EDISON		02/24/2022	Regular	15.74	100827
FEB22 700474689651	Invoice	02/24/2022	ELECTRICITY-4683 9TH ST			
	STAPLES ADVANTAGE		02/24/2022	Regular	823.14	100828
3498448216	Invoice	02/24/2022	COLOR TONER, LASER BLACK INK			
3499329067	Invoice	02/24/2022	ENVELOPES, BINDERCLIPS, TAPE, TONER			
3499329068	Invoice	02/24/2022	PINK PAPER FOR PARK RENTAL SIGNS			
	TKM ENGINEERING		02/24/2022	Regular	647.50	100829
1045	Invoice	02/24/2022	JAN22 RESEARCH & REPORTING FOR TRAFFIC SAFETY COM			
1046	Invoice	02/24/2022	JAN22 REVIEW OF CARP-PALM TRAFFIC SIGNAL PLANS			
	TORO ENTERPRISES, INC.		02/24/2022	Regular	463,319.10	100830
15081	Invoice	02/24/2022	OCT21 PROJECT SERVICES FOR 2021 PAVEMENT REHAB			
15173	Invoice	02/24/2022	NOV21 PROJECT SERVICES FOR 2021 PAVEMENT REHAB			
15221	Invoice	02/24/2022	DEC21 PROJECT SERVICES FOR 2021 PAVEMENT REHAB			
	TWO TRUMPETS COMMUNICATIONS		02/24/2022	Regular	5,550.00	100831
1207	Invoice	02/24/2022	JAN22 COMMUNICATIONS SERVICES			
	VITAL RECORDS CONTROL		02/24/2022	Regular	44.81	100832
2485371	Invoice	02/24/2022	DEC21 CONTRACTED SHREDDING SERVICES			
	WESTAIRE HEATING & CONDITIONING, INC.		02/24/2022	Regular	1,621.06	100833
18381	Invoice	02/24/2022	SHERIFF OFFICE H-VAC REPAIRS			
18382	Invoice	02/24/2022	CITY HALL H-VAC REPAIRS			
18383	Invoice	02/24/2022	CITY HALL H-VAC REPAIRS			
18384	Invoice	02/24/2022	EOC LIBRARY H-VAC REPAIRS			
	WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTION		02/24/2022	Regular	21,533.50	100834
S58583094	Invoice	02/24/2022	DUNE & SHORELINE PROJECT SERVICES THROUGH 01/28/22			
S58583105	Invoice	02/24/2022	LOCAL HAZARD MITIGATION PLAN THROUGH 01/28/2022			
	ABBEY'S CARPET CITY & FLOORING		03/03/2022	Regular	4,354.52	100835
32887	Invoice	03/03/2022	REPLACING RUBBER TILE FLOOR			
	ANIMAL MEDICAL CLINIC		03/03/2022	Regular	1,635.00	100836
305162	Invoice	03/03/2022	JAN22 EMERGENCY OUT OF CONTRACT VET SERVICES			
305360	Invoice	03/03/2022	JAN22 DOG LICENSING ISSUANCE			
305364	Invoice	03/03/2022	JAN22 CONTRACTED VET SERVICES			
	ASBURY ENVIRONMENTAL SVCS		03/03/2022	Regular	95.00	100837
I500-00795412	Invoice	03/03/2022	DISPOSAL OF USED OIL/MIXED OILS-01/31/2022			
	BASIC		03/03/2022	Regular	104.50	100838
IN2310097	Invoice	03/03/2022	FEB22 MONTHLY FSA ADMIN FEE			
	BENGAL ENGINEERING		03/03/2022	Regular	30,526.83	100839
4736	Invoice	03/03/2022	DESIGN SERVICES FOR RINCON TRAIL THROUGH 01/31/22			
	CANNON		03/03/2022	Regular	267.75	100840
79419	Invoice	03/03/2022	JAN22 PLAN CHECKS FOR 700 LINDEN			
	COASTAL VIEW NEWS		03/03/2022	Regular	1,188.00	100841

58050	Invoice	03/03/2022	PUBLIC HEARING NOTICE & DISTRICT MAP DISPLAY			
	CORMAC O'BRIEN DBA SOUTH COAST ANALYTICS INC		03/03/2022	Regular	1,440.00	100842
7	Invoice	03/03/2022	RAPID COVID TESTING 2/22/22			
	COUNTY OF SANTA BARBARA - PUBLIC WORKS		03/03/2022	Regular	297.31	100843
649	Invoice	03/03/2022	JUL21-DEC21 GENERAL IWRM PROGRAM OVERSIGHT			
	DIVISION OF THE STATE ARCHITECT		03/03/2022	Regular	569.20	100844
INV0003402	Invoice	03/03/2022	QUARTERLY DISABILITY ACCESS REPORT Q1-Q4 2021			
	DUDEK		03/03/2022	Regular	980.00	100845
202200348	Invoice	03/03/2022	JAN22 ENVIRONMENTAL SERVICES FOR RINCON MULTI-USE			
	EARTH SYSTEMS		03/03/2022	Regular	14,722.50	100846
831603	Invoice	03/03/2022	JAN22 INSPECTION SERVICES FOR CARP PAVE REHAB PROJ			
	FREDERICK SCOTT LEMERE		03/03/2022	Regular	1,082.00	100847
INV0003401	Invoice	03/03/2022	REFUND OF 2021 INCORRECTION MEDICAL CALCULATION			
	GEOSYNTEC CONSULTANTS		03/03/2022	Regular	22,558.11	100848
462599	Invoice	03/03/2022	CARP VIA REAL DESIGN SERVICES THROUGH 01/31/2022			
	GHD INC.		03/03/2022	Regular	8,116.00	100849
380-0008729	Invoice	03/03/2022	JAN22 LOCAL ROAD SAFETY PLAN			
	GLADWELL GOVERNMENTAL SERVICES, INC		03/03/2022	Regular	420.00	100850
4791	Invoice	03/03/2022	ZOOM MEETING FOR ELECTION PREP, SCHED, FACT SHEET			
	GRAINGER		03/03/2022	Regular	782.78	100851
9177407807	Invoice	03/03/2022	LED BULBS, YELLOW BARRICADE TAPE, ELEC TAPE			
9196685235	Invoice	03/03/2022	GRAFFITI PAINT REMOVER			
	HDL SOFTWARE, LLC		03/03/2022	Regular	2,541.38	100852
SIN014835	Invoice	03/03/2022	NEW ACCOUNTS PROCESSED, TOT MNGMNT, STR FEE			
	HOLLIDAY ROCK CO, INC		03/03/2022	Regular	493.66	100853
1380153	Invoice	03/03/2022	CONCRETE FOR SIDEWALK REPAIR			
	MCCORMIX CORP		03/03/2022	Regular	338.30	100854
990180	Invoice	03/03/2022	FUEL FOR CITY VEHICLES			
	MISSION UNIFORM SERVICE		03/03/2022	Regular	173.34	100855
516432272	Invoice	03/03/2022	MAT & TOWEL REPLACEMENT, UNIFORM CLEANING			
516474710	Invoice	03/03/2022	MAT & TOWEL REPLACEMENT, UNIFORM CLEANING			
	MOFFATT & NICHOL		03/03/2022	Regular	1,211.88	100856
00767245	Invoice	03/03/2022	JAN22 PROJECT MANAGEMENT FOR DUNE & SHORELINE PROJ			
	RECREONICS		03/03/2022	Regular	1,130.46	100857
877717	Invoice	03/03/2022	75FT COMPETITOR RACING LANE			
	ROY HARTHORN		03/03/2022	Regular	40,992.58	100858
1484	Invoice	03/03/2022	JAN22 PLAN CHECK SERVICES			
	SANTA BARBARA SAND & TOP SOIL CORP		03/03/2022	Regular	1,747.71	100859
191820	Invoice	03/03/2022	SAND AND GRAVEL FOR VIOLA FIELD-BLUFFS			
	SO CA EDISON		03/03/2022	Regular	56.42	100860
JAN22 700163777874	Invoice	03/03/2022	ELECTRICITY-6145 CARPINTERIA AVE			
JAN22 700333892838	Invoice	03/03/2022	ELECTRICITY-5781 CARPINTERIA AVE			
	STAPLES ADVANTAGE		03/03/2022	Regular	118.52	100861
3500239333	Invoice	03/03/2022	RUBBERBANDS, STAPLES, DESKPAD			
	STATEWIDE SAFETY & SIGNS INC		03/03/2022	Regular	2,400.00	100862
03020112	Invoice	03/03/2022	JAN22 COVID-19 CHANGEABLE MESSAGE SIGN RENTAL			
	TRAFFIC TECHNOLOGIES LLC		03/03/2022	Regular	1,074.16	100863
39968	Invoice	03/03/2022	TAPE, TRUCK LIGHT LED, TAPE FOR SIGNS			
39980	Invoice	03/03/2022	TRAFFIC SIGNS			
	SANTA BARBARA SOUTH COAST CHAMBER OF COMMERCE		03/03/2022	Regular	2,200.00	100864
3793	Invoice	03/03/2022	CARPINTERIA COMMUNITY AWARDS BANQUET 2022			

RESOLUTION NO. 6105

A RESOLUTION OF THE CARPINTERIA CITY COUNCIL COMMENDING AND CONGRATULATING BETH COX UPON BEING NAMED CARPINTERIAN OF THE YEAR FOR 2020

WHEREAS, *Beth Cox has been dedicated to service in Carpinteria for many years. Beth is an avid fundraiser having raised thousands of dollars for the new Skate Park, the Alcazar Theater, the Carpinteria Arts Center, Carpinteria Morning Rotary, Girls, Inc. of Carpinteria, Boys & Girls Clubs and others.*

WHEREAS, *Beth Cox participated in the American Cancer Society's Relay for Life initiating the Paddle Out component and the #Carpheart, the symbol of Hope at the top of Franklin Trail. She volunteered with the Santa Barbara County Trails Council for Carpinteria's Franklin Trail.*

WHEREAS, *Beth Cox was directly involved with the 93013 FUND and the Food Bank, providing meals during the pandemic, and coordinating revenue streams for businesses. She is involved with the Morning Rotary's Carpinteria Calendar, a major fundraiser for the organization.*

WHEREAS, *Beth Cox provided support for the ongoing maintenance of the Tomol Interpretive Play Area Paver Program.*

THEREFORE, THE CITY OF CARPINTERIA CITY COUNCIL *hereby resolves and recognizes Beth Cox, as "2020 Carpinterian of the Year," for her years of dedication towards the betterment of the community and its citizens.*

PASSED, APPROVED, AND ADOPTED *this 14th day of March, 2022.*

Wade T. Nomura, Mayor

ATTEST:

Brian C. Barrett, City Clerk

RESOLUTION NO. 6106

A RESOLUTION OF THE CARPINTERIA CITY COUNCIL COMMENDING AND CONGRATULATING CLYDE FREEMAN UPON BEING NAMED CARPINTERIAN OF THE YEAR FOR 2021

WHEREAS, Clyde Freeman has been a resident of the Carpinteria Valley since the 1960's, recently retiring from Montecito Bank and Trust. Through his employer, Clyde has been responsible for thousands of dollars given to many local non-profits through their annual million dollar distribution fund. He was recognized as Montecito Bank's Volunteer of the Year several times and was the recipient of the inaugural Michael Towbes "Do the Right Thing" community service award.

WHEREAS, Clyde Freeman has served the Carpinteria Lions Club as president and currently Treasurer. He also serves on the Carpinteria Lions Community Building Association Board of Directors. He is an appointed board member for the Carpinteria Cemetery District.

WHEREAS, Clyde Freeman serves as Treasurer for Carpinteria Beautiful, serves on the board of the Carpinteria Arts Center, is a board member of Girls, Inc. of Carpinteria and is a board member of the Carpinteria Valley Historical Museum.

WHEREAS, Clyde Freeman is a supporter of the National Search Dog Foundation, a member of the Citizens Bond Oversight Committee and a supporter of Carpinteria Movies in the Park.

THEREFORE, THE CITY OF CARPINTERIA CITY COUNCIL hereby resolves and recognizes Clyde Freeman, as "2021 Carpinterian of the Year," for his years of dedication towards the betterment of the community and its citizens.

PASSED, APPROVED, AND ADOPTED this 14th day of March, 2022.

Wade T. Nomura, Mayor

ATTEST:

Brian C. Barrett, City Clerk

RESOLUTION NO. 6107

A RESOLUTION OF THE CARPINTERIA CITY COUNCIL COMMENDING AND CONGRATULATING EDUARDO VENCES UPON BEING NAMED JUNIOR CARPINTERIAN OF THE YEAR FOR 2021

WHEREAS, *Eduardo Vences is an outstanding student at Carpinteria High School, received the President's Award for Educational Excellence for three years, and has taken advanced placement classes in Modern World, Biology, English Language and Composition, Spanish, US History, Government and Macroeconomics. He has also completed Santa Barbara City College classes in Psychology and Calculus.*

WHEREAS, *Eduardo Vences has received awards in science and math classes and MVP honors in cross country athletics.*

WHEREAS, *this highly motivated student volunteered for freshman orientation, and found time to volunteer at Santa Barbara Cottage Hospital, the Carpinteria Arts Center and the Carpinteria High School cafeteria. Eduardo volunteers at his church as a drummer, singer, vocal instructor and youth leader.*

WHEREAS, *Eduardo Vences is a member and past president of CADE (Celebrating Adversity, Diversity and Education), a member and past president of FLA (Future Leaders of America), a member and past president of the Carpinteria High School Spanish Club, and an active member of FCA (Fellow Christian Athletes).*

THEREFORE, THE CITY OF CARPINTERIA CITY COUNCIL *hereby resolves and recognizes Eduardo Vences as the "2021 Junior Carpinterian of Year," honoring his outstanding scholarship, personal commitment to giving back to the community and leadership qualities at Carpinteria High School.*

PASSED, APPROVED AND ADOPTED *this 14th day of March, 2022.*

Wade T. Nomura, Mayor

ATTEST:

Brian C. Barrett, City Clerk

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
March 14, 2022

ITEM FOR COUNCIL CONSIDERATION

Adoption of Resolution No. 6104, Authorizing the Filing of the Transportation Development Claim for Fiscal Year 2022-23.

STAFF RECOMMENDATION

Adopt Resolution No. 6104, authorizing the filing of the Transportation Development Act Claim for Fiscal Year 2022-23.

Sample Motion: I move to adopt Resolution No. 6104, as read by title only.

BACKGROUND

The California Transportation Development Act (TDA) is a funding source for the development and support of public transportation needs. The TDA provides two major sources of funding- the Local Transportation Fund (LTF) and the State Transit Assistance Fund (STA). The City only claims LTF funding and not STA funding since it doesn't operate a transit system. The LTF Fund is a local fund in which the state deposits sales tax revenue to be used for transportation purposes defined by TDA.

As the state-designated Regional Transportation Planning Agency for Santa Barbara County, the Santa Barbara County Association of Governments (SBCAG) is responsible for administering the distribution of TDA funds to local agencies and for monitoring the subsequent use of those funds to ensure conformity with all TDA requirements. TDA funds are allocated to areas of each county based on population, taxable sales, and transit performance. The TDA provides funding for use by local agencies for a variety of transportation purposes with public transportation as the first priority. Other eligible purposes are regional transportation planning and programming, bicycle and pedestrian projects, and local street and road projects when certain conditions are met.

The purpose of this agenda matter is to adopt Resolution No. 6104, authorizing the filing of the Transportation Development Act Claim for Fiscal Year 2022-23.

DISCUSSION

Every year, SBCAG divides the estimated amount to be deposited in the TDA fund over the coming fiscal year among each local agency based on population percentages provided by the California Department of Finance. This amount is called the apportionment. The City's allocation is $14,024 for Fiscal Year 2022-23. This is $2,795 or 25% more than the 2021-22 allocation. As of June 30, 2021, the City's audited TDA fund balance is $63,109.

In order to receive the allocation in the upcoming fiscal year, the City must submit a claim to SBCAG describing how the apportionment will be used. These claims must be submitted to SBCAG by April 1, 2022. SBCAG Board approves the amount of funding to be distributed to each local agency and eligible uses of funds based on the claims submitted. SBCAG disburses the LTF each month when revenue comes in from the California Board of Equalization. When enough LTF accumulates, the City uses these funds for bike and pedestrian facilities, and pavement improvements.

Adoption of Resolution No. 6104 would enable the City to meet the April 1st deadline for filing the TDA claim.

POLICY CONSISTENCY

This item is in accordance with the regulations of the Transportation Development Act.

FINANCIAL CONSIDERATIONS

This revenue source is annually anticipated through the City's budget preparations.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

There are no legal or risk management concerns presented with this item.

OPTIONS

1. Adopt Resolution No. 6104, authorizing the filing of the Transportation Development Act Claim for Fiscal Year 2022-23.
2. The City Council could choose to not adopt Resolution No. 6104 and direct staff as appropriate; however, to receive the TDA funds for Fiscal Year 2022-23, the City must adopt the Resolution and submit to SBCAG the TDA Claim by April 1, 2022.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

ATTACHMENTS

Attachment A: Resolution No. 6104
Attachment B: TDA Claim Documents

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

Signature

Reviewed by:
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

Resolution No. 6104

RESOLUTION NO. 6104

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA AUTHORIZING THE FILING OF A CLAIM WITH THE SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS FOR ALLOCATION OF TRANSPORTATION DEVELOPMENT ACT FUNDS FOR FISCAL YEAR 2022-23

WHEREAS, the Transportation Development Act (TDA), as amended (Public Utilities Code Section 99200 et seq.), provides for the allocation of funds from the Local Transportation Fund, for use by eligible claimants for various transportation purposes; and

WHEREAS, pursuant to the provisions of the TDA, as amended, and pursuant to the applicable rules and regulations thereunder (21) Cal. Code of Regulations Sections 6600 et seq.), a prospective claimant wishing to receive an allocation from the Local Transportation Fund or the State Transit Assistance Fund shall file its claim or amended claim with the Santa Barbara County Association of Governments, the designated Regional Transportation Planning Agency for Santa Barbara County.

NOW, THEREFORE, BE IT RESOLVED as follows:

The City Manager or his designee is authorized to execute and file an appropriate claim and necessary claim amendments pursuant to the terms of the TDA, as amended, and pursuant to applicable rules and regulations promulgated there under, together with all necessary supporting documents, with the Santa Barbara County Association of Governments for an allocation of TDA funds in Fiscal Year 2022-23.

SECTION 1. The authorized claim includes $14,024 for pedestrian and bicycle facilities.

SECTION 2. A copy of this resolution shall be transmitted to the Santa Barbara County Association of Governments in conjunction with the filing of the claim.

PASSED, APPROVED AND ADOPTED on March 14, 2022 by the following called vote:

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

ABSTAIN: COUNCILMEMBER:

_____
Mayor, City of Carpinteria

ATTEST:

_____
Brian C. Barrett, City Clerk
City of Carpinteria

I hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of Carpinteria held on March 14, 2022.

_____
Brian C. Barrett, City Clerk
City of Carpinteria

APPROVED AS TO FORM:

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

ATTACHMENT B

TDA Claim Documents

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Article 3 Bike/ Ped	Article 4 Transit	Article 4.5 Community Transit	Article 8(a) Streets & Roads	Article 8(c) Transit	REQUIRED FORMS CHECKLIST	
					Claimant:	City of Carpinteria
Cities and County	COLT, Guad., SBMTD, SMAT, SYVT	CTSAs: Easy Lift and SMOOTH	Cities and County	County	Document Name	
X	X	X	X	X	Document A: Claim Form	
X	X	X	X	X	Document B: Resolution	
	X	X		X	Document C: Productivity Improvement	
					Document D: Fiscal Reporting	
	X	X		X	Part A Proposed Operating Budget	
	X	X		X	Part B Proposed Capital Budget	
X	X	X	X	X	Document E: Project Description & RTP Conformity	
	X	X		X	Document F: Maximum Transit Allocation	
					Document G: Fare and Local Support Ratios	
	X			X	G.1 Fixed Route	
	X (not SBMTD)	X			G.2 Demand Response	
	X (not SBMTD)				G.3 Systemwide (combined)	
					Document H: Standard Assurances	
	SBMTD Only	X			H.1 Fiscal Audit	
		X			H.2 LTF ≤ 50% of CTSA's operating budget	
	X	X		X	H.3 State Controller Annual Report **	
X			X		H.4 State Controller Annual Report **	
	X	X		X	H.5 Retirement System Funding	
	X	X		X	H.6 Staffing of Vehicles	
	X	X		X	H.7 Budget Increase *	
	X	X		X	H.8 CHP Certification **	
	X	X		X	H.9 Fares for Senior and Disabled	
	X	X		X	H.10 Accessibility to Disabled	
	X			X	H.11 Contract for Transit Services **	
		X			H.12 Operations Plan and Budget **	
		X			H.13 Indemnify, Hold Harmless; Insurance **	
	COLT & SYVT Only				H.14 5% Demand Response	
			X		H.15 Unmet Needs *	

*attachments may be required

**attachments required

I hereby certify that I have completed all forms necessary to comply with the requirements of the Transportation Development Act.

Signature: 

Date: 3/14/2022

Submitted by:

Name: Licette Maldonado

Title: Administrative Services Director

E-mail licettem@ci.carpinteria.ca.us

Phone: (805) 755-4448

DOCUMENT A *(Instructions on pages 4-3 and 4-4)*

TRANSPORTATION DEVELOPMENT ACT CLAIM FORM
(All claimants must complete this document)

Line

1 Project Year (FY) 2022-2023

2 Claimant City of Carpinteria

3 Address 5775 Carpinteria Avenue, Carpinteria, CA 93013

4 Contact Person Licette Maldonado Title Administrative Services Director

5 Telephone Number (805) 755-4448

6 The above named claimant hereby applies for allocations of Transportation Development Act funds for FY 2022-2023 for the purposes and in the amount(s) specified below:

	Purpose	Apportionment	Claimed
	Local Transportation Fund		
7	Regional Transportation Planning (PUC 99262 & 99402)		$ -
	less amount released to SBCAG	*minus*	$ -
8	Pedestrian & Bikeway Facilities (PUC 99234)	$ 14,024.00	$ 14,024.00
9	Articles 4 & 8:		
	less amounts released to:		
10		*minus*	
11		*minus*	
		minus	
		minus	
		minus	
		minus	
	plus amounts released from:		
13		*plus*	
14		*plus*	
15		*plus*	
16	Article 4 Transit (PUC 99260)		$ -
17	Article 4.5 Community Transit (PUC 99275)		$ -
18	Article 8a Streets & Roads (PUC 99400a)		
19	Article 8c Transit Contracts (PUC 99400c)		
20	TOTAL LTF	$ 14,024.00	$ 14,024.00
21	Amount to be held in reserve (CCR 6648)		

By Claimant _____ *By SBCAG* _____

DOCUMENT A (Continued)

	State Transit Assistance		
22	Transportation Planning		
23	Mass Transportation		
24	TOTAL STA		$ -

25	TOTAL TRANSPORTATION DEVELOPMENT ACT CLAIM *(add lines 20 and 24)*	$ 14,024.00

Claimant acknowledges that payment by the County Auditor of an allocation made by the Association of Governments is subject to such monies being on hand and available for distribution and to the provision that such moneys be used only in accordance with the terms of the allocation instruction issued by the Association of Governments

26	By:	Licette Maldonado
27	Title:	Administrative Services Director
28	Date:	3/14/2022

I hereby attest to the reasonableness and accuracy of the financial statements included in Documents C, D, F, and G. (Sec. 6632)

29	Signed:	
30	Name:	Licette Maldonado
31	Title:	Administrative Services Director

Reference: CCR Section 6630

DOCUMENT E ***(Instructions on page 4-9)***

PROJECT DESCRIPTION & REGIONAL TRANSPORTATION PLAN CONFORMITY
(All claimants must complete this document)

Complete sections for ***every article*** under which you are claiming TDA funds.

ARTICLE 3 BIKE/PED CLAIMS [Cities and County]

Describe how you plan to use LTF Article 3 Bike/Ped funds. Include, as applicable, location, type of bike facility, length of project (if bike lane), construction start date, and expected date of opening.

Pedestrian and bikeway maintenance projects.

List the corresponding RTP project and/or page numbers.

List the corresponding local bicycle plan project and/or page numbers.

ARTICLE 4 TRANSIT CLAIMS [COLT, Guadalupe, SBMTD, SMAT, and SYVT]

Describe how you plan to use LTF Article 4 Transit funds. Include, as applicable, type of project, construction start date, expected date of opening.

List the corresponding RTP project and/or page numbers.

ARTICLE 4.5 COMMUNITY TRANSIT SERVICES CLAIMS [Easy Lift and SMOOTH]

Describe how you plan to use LTF Article 4.5 CTSA funds. Include, as applicable, type of project, construction start date, expected date of opening.

List the corresponding RTP project and/or page numbers.

ARTICLE 8(c) TRANSIT CLAIMS [County only]

Describe how you plan to use LTF Article 8 Transit funds. Include, as applicable, type of project, construction start date, expected date of opening.

List the corresponding RTP project and/or page numbers.

ARTICLE 8(a) STREETS AND ROADS CLAIMS [Cities and County, if applicable]

Describe how you plan to use LTF Article 8 Streets/Roads funds. Include, as applicable, type of project, construction start date, expected date of opening.

Reference: CCR Section 6651

DOCUMENT H ***(Instructions on page 4-15)***

STANDARD ASSURANCES FOR APPLICANTS – LTF
(All claimants must complete this document)

CLAIMANT ASSURANCES: *Initial Each Section or Indicate N/A.*

N/A 1) Claimant certifies it has submitted a satisfactory, independent fiscal audit, with required certification statement, to SBCAG and to the State Controller, pursuant to PUC 99245 and 21 CCR 6664, for the prior fiscal year (project year minus two). Claimant also assures this audit requirement will be completed for the current fiscal year (project year minus one).
Date of submittal to State Controller: _____
Date of submittal to SBCAG: _____
Applies to SBMTD, Easy Lift, and SMOOTH. SBCAG contracts for and submits fiscal audits for all other TDA claimants.

N/A 2) Claimant certifies that, per SBCAG Resolution 90-1, no more than 50% of the CTSA's operating budget for the year came from LTF. Claimant also certifies that its fiscal audit contains verification of this limitation (e.g., "[Easy Lift/SMOOTH] is [not] in compliance with requirement, per SBCAG Resolution 90-1, that no more than 50% of [Easy Lift's/SMOOTH's] operating budget for the year came from Local Transportation Funds.").
Applies to Article 4.5 (CTSAs)

N/A 3) Claimant certifies it has submitted an annual report, documenting agency operations, in conformance with the uniform system of accounts and records, to SBCAG and to the State Controller, pursuant to PUC 99243, for the prior year (project year minus two). Claimant assures this report will be audited by an independent CPA. Claimant also assures this report will be completed for the current fiscal year (project year minus one).
Date of submittal to State Controller: _____
Date of submittal to SBCAG: _____
Applies to Articles 4 (transit), 4.5 (CTSAs), and 8 (transit)

LM 4) Claimant certifies it has submitted an annual report, regarding expenditure of funds received, to the State Controller, pursuant to 21 CCR 6665, for the prior year (project year minus two). Claimant assures this report will be audited by an independent CPA. Claimant also assures this report will be completed for the current fiscal year (project year minus one).
Date of submittal to State Controller: 11/3/2021
Applies to Articles 3 (bike/ped) and 8 (streets/roads)

5) Claimant certifies that (initial one):
N/A a) the current cost of its retirement system is fully funded with respect to the officers and employees of its public transportation system (PUC 99271(a)); or
N/A b) the operator is implementing a plan approved by SBCAG which will fully fund the retirement system for such officers and employees within 40 years (PUC 99271(a)); or
N/A c) the operator has a private pension plan which sets aside and invests, on a current basis, funds sufficient to provide for the payment of future pension benefits and which is fully compliant with the requirements stated in PUC 99272 and 99273.
Applies to Articles 4 (transit), 4.5 (CTSAs), and 8 (transit)

N/A 6) Claimant certifies that, pursuant to PUC 99264, it does not routinely staff, with two or more persons, a vehicle for public transportation purposes designed to be operated by one person.
Applies to Articles 4 (transit), 4.5 (CTSAs), and 8 (transit)

N/A 7) Claimant certifies that the transit operator's operating budget has not increased more than 15% over the preceding year, and does not include a substantial increase or decrease in scope of operations or capital budget provisions for major new fixed facilities. ***If the budget does include such changes, documentation is attached*** that identifies and substantiates the reason and need for the changes, pursuant to PUC 99266, CCR 6632(b). E.g., if there is a substantial change between the capital expenditures proposed in this claim and those described in the claimant's Short Range Transit Plan (SRTP) or Transit Development Program (TDP), the claimant must provide a statement that substantiates the need for this change. If the claimant has neither a SRTP nor a TDP, the claimant must provide a statement that describes the need for the proposed capital expenditure.
ATTACHMENTS MAY BE REQUIRED
Applies to Articles 4 (transit), 4.5 (CTSAs), and 8 (transit)

N/A 8) Claimant certifies that ***attached is certification from the Department of California Highway Patrol*** (CHP), completed within the last 13 months, that indicates the operator is in compliance with Section 1808.1 of the Vehicle Code. Section 1808.1 of the Vehicle Code requires, among other things, that operators participate in a pull notice system for obtaining current driver records from the Department of Motor Vehicles.
ATTACHMENTS REQUIRED
Applies to Articles 4 (transit), 4.5 (CTSAs), and 8 (transit)

N/A 9) Claimant certifies it is in compliance with PUC 99155: if it offers reduced fares to seniors, it offers the same reduced rate to disabled persons, handicapped persons, and disabled veterans, and it honors the federal Medicare card for identification to receive reduced fares.
Applies to Articles 4 (transit), 4.5 (CTSAs), and 8 (transit)

N/A 10) Claimant certifies it is in compliance with PUC 99155.5: dial-a-ride and paratransit services are accessible to handicapped persons and the service is provided to persons without regard to vehicle ownership and place of residence.
Applies to Articles 4 (transit), 4.5 (CTSAs), and 8 (transit)

N/A 11) Claimants that contract with another entity or entities for transit service certify that a copy of ***the contract negotiated with that entity is attached***, pursuant to CCR 6630.
ATTACHMENTS REQUIRED
Applies to Articles 4 (transit) and 8 (transit)

N/A 12) Claimant certifies that, per SBCAG Resolution 90-1, ***attached to this claim is an operations plan and budget*** that describes existing and proposed service, and report on progress of coordination and consolidation objectives.
ATTACHMENTS REQUIRED
Applies to Article 4.5 (CTSAs)

N/A 13) Claimant certifies that, per SBCAG Resolution 90-1, it has attached an agreement to indemnify and hold harmless SBCAG from any claims, judgments or liabilities against the claimant. Claimant certifies it has also ***attached proof of insurance coverage***, with limits of general liability to be specified.
ATTACHMENTS REQUIRED
Applies to Article 4.5 (CTSAs)

N/A 14) Claimant certifies that in its TDA claim, not less than 5% of the amount claimed under Article 4 will be expended for demand-response service for the elderly and individuals with disabilities, per SBCAG Resolution 90-1.
Applies to Articles 4 (transit) in service areas without a designated CTSA [COLT, SYVT]

DOCUMENT H (Continued)
(Instructions on page 4-15)

N/A 15) If SBCAG has found that there are unmet transit needs that are reasonable to meet within its jurisdiction, the claimant certifies it has ***attached a summary of the actions it plans*** to take to meet the needs.
ATTACHMENTS MAY BE REQUIRED
Applies to Article 8 (streets/roads)

N/A 16) Claimant certifies that pusuant to CCR § 6633 and PUC § 99268(c) it shall maintain farebox ratios in providing transit services as follows: Urbanized 20%, Non-Urbanized and ADA 10%

The undersigned (must be the individual named in the authorizing resolution) hereby certifies that the above statements are true and correct.

Signature: 

Name: Licette Maldonado

Title: Administrative Services Director

Date: 3/14/2022

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
March 14, 2022

ITEM FOR COUNCIL CONSIDERATION

Authorize the City Manager to execute amendment to Agreement for Consultant Services, 2021-11, with National League of Cities' Race, Equity, and Leadership program ("NLC REAL"), to account for revisions to agreement terms due to delays related to COVID-19, as well as updates to workshop titles, sequencing, and offerings.

STAFF RECOMMENDATION

Approve City Manager to execute amendment to Agreement for Consultant Services, 2021-11, with NLC REAL, on behalf of the City.

Sample Motion: I move to authorize the City Manager to execute amendment to Agreement for Services, 2021-11, with NLC REAL.

BACKGROUND

On June 8,2020, the City of Carpinteria ("City") City Council adopted Resolution No. 5981 (Attachment C), which committed the City to (1) collaborate with law enforcement to further community-oriented policing, build trust with the community and ensure the safety of all community members, (2) review and revise City policies to incorporate anti-racist policies into City government and ensure the equitable distribution of resources and public services, and (3) collaborate with, support, and amplify minority-owned businesses, community groups and non-profit organizations within the City and broader community (jointly referred to herein as the City's "Resolution No. 5981 Commitments").

To begin implementing its Resolution No. 5981 Commitments, on August 10, 2020, the City Council formed an ad hoc racial equity and social justice program planning committee ("Ad Hoc Planning Committee") which was tasked with (1) researching and recommending to the City Council a consultant to assist the City with implementing its Resolution No. 5981 Commitments ("Consultant"), (2) working with the Consultant to develop a process, schedule, and budget for this work, and (3) further defining the role of a subsequent committee consisting of City Councilmembers and community stakeholders ("Blue Ribbon Committee").

On September 2, 2020, the City issued a Request for Qualifications ("RFQ") seeking a Consultant to assist the City in implementation of a racial justice and social equity program consistent with the City's commitments in Resolution No, 5981 ("Racial Equity and Social Justice RFQ"). The RFQ was posted on the City's website as well as distributed to a targeted list of national and local consultants with experience consulting on racial equity and social justice issues.

On February 9, 2021, the City presented the scope of services and proposed budget provided by NLC REAL to the Ad Hoc Planning Committee for their review. On February 9, the Ad Hoc Planning Committee recommended that the City Council authorize the City Manager, on behalf of the City, to enter into consultant agreements with NLC REAL to assist the City in developing a Racial Equity and Social Justice Program.

On February 22, 2021, the City Council voted unanimously to authorize the City Manager to sign a consultant services agreement (Attachment A) on behalf of the City with NLC REAL

The purpose of this agenda matter is to allow the City Council to consider and approve minor amendments to the agreement as discussed in detail below.

DISCUSSION

On March 19, 2020, Governor Newsom issued a mandated Stay-at-Home order. Similar mandates were issued by many other states and Washington D.C., where NLC REAL is based, throughout March and early April. Since this time, several variations of the state ordered mandates have dictated operation protocols across the public and private sectors. Due to these restrictions and their effects, trainings to be conducted by NLC REAL have been delayed.

Since execution of the original agreement, 2021-11, NLC REAL has modified their workshop titles, sequences, and pricing. Changes to workshop pricing were made after the execution of agreement 2021-11 and are outlined in the proposed amendment (Attachment B) as a reference for future services only, if sought. No changes to the total cost of the original agreement, 2021-11, are proposed.

The primary purpose of the proposed amendment is to reestablish dates for services to occur. In addition, the amendment includes changes to the NLC workshop titles, offerings, and sequencing. Changes to titles and sequences do not have a substantive impact on the original scope of services in terms of the training content provided or total hours of training. The addition of the *Train-the-Trainer in Advancing Racial Equity in Local Government for Staff* workshop will have a positive substantive impact. The addition of this workshop, at no additional cost to the City, provides the added benefit of having qualified in-house staff trainers who can train new staff when hired, and increases the total number of training hours in the original agreement, 2021-11, from a range of 27-36 hours to 45 hours. A summary of changes is listed below.

- Addition of specific term dates for services to occur.
- Changes to workshop titles and sequencing.
  - *For example, the former Real 101 and 102 have been combined and retitled Normalizing Racial Equity.*
- Addition of the *Train-the-Trainer in Advancing Racial Equity in Local Government for Staff* workshop at no additional cost to the City.
- Increase of total training hours from a range of 27-36 hours to 45 hours.

POLICY CONSISTENCY

The amendment to Agreement for Consultant Services, 2021-11, with NLC REAL will allow the City to implement Resolution No. 5981 Commitments including, ultimately, establishing an ongoing Racial Equity and Social Justice Program.

FINANCIAL CONSIDERATIONS

There are no additional financial considerations as part of the proposed amendment beyond what is already approved in the original agreement, 2021-11, for $42,054. An updated pricing matrix is included in the proposed amendment as a reference for future services only, if sought.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

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

OPTIONS

1. Approve City Manager to execute amendment to Agreement for Consultant Services, 2021-11, with NLC REAL, on behalf of the City.

2. Direct staff to modify the proposed amendment.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

ATTACHMENTS

Attachment A: NLC REAL's original agreement, 2021-11.
Attachment B: NLC REAL's proposed amendment
Attachment C: Resolution 5981

Staff contact: Michael Ramirez, Assistant City Manager
805-755-4450, MichaelR@ci.carpinteria.ca.us

Signature

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

Signature

Attachment A: NLC REAL's original agreement, 2021-11

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2021-011

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT FOR CONSULTANT SERVICES ("**Agreement**") is made and effective as of the 22nd of February, 2021 by and between the City of Carpinteria, a municipal corporation ("**City**"), and the National League of Cities Race, Equity And Leadership (REAL) ("**Consultant**") (collectively, the "**Parties**") at Carpinteria, California, with reference to the following facts:

A. City has determined that it is necessary and appropriate to engage a non-design professional to carry out the services described herein; and

B. Consultant has represented itself as being fully qualified and available to perform the consultant services required or necessary under this Agreement in a fully competent, professional and timely manner; and

C. City desires to contract with Consultant and Consultant is willing to perform the consultant services, subject to the terms and conditions of this Agreement.

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

1. **SERVICES.**

1.1 **Basic Services**. City hereby retains Consultant to perform the services described and set forth in the attached Exhibit A ("**Basic Services**"), which is incorporated by this reference as though set forth in full. Consultant hereby agrees to perform said services within the designated time frames and accepts this retention. Consultant shall complete the Basic Services according to a schedule of performance which is also set forth in Exhibit A. The Parties agree and acknowledge that time is of the essence in performance of this Agreement.

1.2 **Additional Services**. In addition to the Basic Services, City may elect to have Consultant perform additional services that are beyond the current scope of the Basic Services, but within the expertise of Consultant ("**Additional Services**"). Such Additional Services shall be mutually agreed to in advance and specified in a writing, which shall also specify the basis for the Consultant's fee for such additional services. Basic Services and Additional Services are referenced collectively as "**Services.**"

2. **PERFORMANCE.**

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

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

2.2 **Labor and Materials**. Consultant shall furnish, at its own expense, all labor, materials, equipment, tools, transportation and services necessary for the successful completion of the Services. Consultant shall give its attention and supervision to the fulfillment of the provisions of this Agreement by its employees and subcontractors and shall be responsible for the timely performance of the Services required by this Agreement. Consultant is an independent contractor of City. Any and all employees of the Consultant engaged by the Consultant in the performance of any work or services required of the Consultant under this Agreement, shall be considered employees or agents of the Consultant only and not of the City, and any and all claims that may or might arise under any workers compensation or other law or contract on behalf of said employees while so engaged shall be the sole obligation and responsibility of the Consultant. Consultant is solely responsible for the professional quality, accuracy and timely completion and/or submission of all work related to the Basic Services.

2.3 **Review of Service**. Consultant shall furnish City with reasonable opportunities from time to time to ascertain whether the Services of Consultant are being performed in accordance with this Agreement. All work done and materials furnished shall be subject to final review and approval by City; Consultant is not providing final approval or review, which is solely City's function and role. City review and approval of such work and Services shall not, however, relieve Consultant of any of its obligations under this Agreement.

2.4 **Contract Administration**. The City Manager or his/her designee shall represent the City in all matters relating to the administration of this Agreement. The City Manager or his/her designee shall have the authority to act on the City's behalf to review and approve all products submitted by Consultant and may execute all necessary documents to authorize Consultant to perform Additional Services as provided for herein. The City Manager or his/her designee shall have the authority to render decisions within guidelines established by the City Council and shall be available during working hours as often as may be reasonably required to render decisions and to furnish information. The following individual(s) will serve as the primary contact(s) for Consultant in the administration of this Agreement:

Dave Durflinger, City Manager

2.5 **Representations and Warranties.** Consultant represents and warrants to City that: (i) its fulfillment of its obligations and, as applicable, performance the Services under this Agreement, will not violate any applicable or breach any contracts with third parties and (ii) it has the right, power and authority to fulfill its obligations, and, as applicable perform the Services, and enter into this Agreement; (iii) the Services contemplated hereunder will be performed by adequately trained, competent personnel, in a professional manner, with such personnel having the requisite skill and expertise necessary to perform and complete the Services in accordance with industry standards and in accordance with the terms and conditions of this Agreement; and (iv) the Services and all deliverables provided hereunder will conform to the specifications agreed-to by the parties.

3. **TERM.** This Agreement shall be effective as of the date first above written and shall continue until all Services to be provided by Consultant are completed to the satisfaction of the City, unless terminated earlier as provided for herein.

4. **COMPENSATION.**

4.1 **Basic Services**. For Basic Services, City shall pay Consultant on a time and materials basis, not to exceed amount of $42,054.00 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. In the event a term or condition in any document or attachment conflicts with a term or condition of this Agreement the term or condition in this Agreement shall control. Should such conflict arise the priority of documents shall be as follows: This Agreement, the City's Request For Proposal together with attachments, Consultant's proposal together with attachments.

4.2 **Additional Services**. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to the Basic Services, unless such services are authorized Additional Services agreed to in advance and in writing in the method provided for herein. Consultant will submit fee estimates for such Additional Services upon request of City.

4.3 **Invoices**. Should City reasonably determine that Consultant has not fulfilled any services or met the timelines established in Exhibit A, City shall notify Consultant of the failure in writing of deficiencies believed to be substantially inadequate within thirty (30) days after receipt of product or performance of Services. The City, at its discretion may provide the Consultant five (5) days to cure the breach. City may withhold the accompanying payment without penalty until such time as Consultant cures the breach. In the alternative, upon Consultant's failure to meet any deadlines the City may modify the Services schedule. Should Consultant or its representatives fail to cure the breach within five (5) days, or fail to reasonably agree to such modified schedule, City may immediately terminate this Agreement in writing, without penalty or incurring further obligation to Consultant.

4.4 **Withholding**. City reserves the right to withhold future payment to Consultant if any aspect of the Consultant's work or performance of Services is found to be substantially inadequate. City shall notify Consultant in writing of deficiencies believed to be substantially inadequate within thirty (30) days after receipt of product or performance of Services.

4.5 **Taxes/Insurance/Licenses**. Consultant shall be solely responsible for the payment of any federal, state, or local income tax, social security tax, workers' compensation insurance, state disability insurance, and any other taxes or insurance which Consultant is responsible for paying as an independent contractor under federal, state or local law. At all times during the term of this Agreement, Consultant and any approved subcontractors performing Services under this Agreement shall have in full force and effect all licenses necessary for

the performance of Services hereunder, including without limitation, business licensing from City, all at the sole cost of Consultant.

5. **RECORDS.**

5.1 **Financial Records**. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of Services under this Agreement. Consultant shall also maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.

5.2 **Access to Records**. Consultant shall (i) provide free access to the representatives of City or its designees at reasonable times to books and records as set forth in section 5.1; (ii) shall give City the right to examine and audit said books and records; (iii) shall permit City to make transcripts therefrom as necessary; and (iv) shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of four (4) years after receipt of final payment.

5.3 **Original Records**. All original agreements, data, documents, designs, drawings, exhibits, maps, models, computer files, reports, studies, surveys, notes, and other work, materials or documents prepared or used to prepare Consultant's work product in the course of providing the Services pursuant to this Agreement shall be referred to as "**Consultant Work Product**". Upon completion of, or in the event of termination or suspension of this Agreement, all completed and incomplete Consultant Work Product shall become the sole property of City once the Consultant has received payment. City may duplicate, disclose, disseminate, use, reuse or otherwise dispose of Consultant Work Product in whole or in part in any manner it deems appropriate, without the permission of Consultant. With respect to computer files, Consultant shall make available to the City, at Consultant's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files. Consultant may retain copies of such Consultant Work Product as a part of its record of professional activity, except for Consultant Work Product marked as "DRAFT" or "CONFIDENTIAL".

6. **TERMINATION.**

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

6.2 **Termination With Cause**. Either party may terminate this Agreement with cause, effective immediately upon written notice of such termination to the other party and failure

of the breaching party to correct within five (5) days of receiving such notice, based upon the occurrence of any of the following events:

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

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

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

7. **DISPUTE RESOLUTION.** Except as explicitly provided in Exhibit 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 and all loss, liability, claims or expense, including attorney's fees, 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, including but not limited to any activities associated with carrying out the agreed to Services, 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:	To Consultant:
Dave Durflinger, City Manager	Leon T. Andrews, Jr
City of Carpinteria	National League of Cities; Race, Equity And Leadership
5775 Carpinteria Ave	660 North Capitol Street, NW
Carpinteria, CA 93013-2698	Suite 450
P: (805) 684-5405	P: (202) 626-3039

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

12.4 **Legal Responsibilities**. Consultant shall keep itself informed of state, federal and laws and regulations which in any manner affect those employed by it or in any way affect the performance of its Service pursuant to this Agreement. The Consultant shall reasonably observe and comply with such laws and regulations. The City and its officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

12.5 **Licenses**. At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses, certifications, or related credentials required by law for the performance of Services described in this Agreement. Consultant represents that it and/or its employees, agents and subcontractors engaged in such activities possess such licenses, certifications, or credentials and that such licenses certifications, or credentials are current, active, and not in a state of suspension or revocation.

12.6 **Labor Conditions**. City is a public entity in the state of California, and therefore, City and Consultant are subject to the provisions of the Government Code and the Labor Code of the state of California. All provisions of law applicable to public contracts and/or this Agreement are incorporated herein by this reference and are made a part of this Agreement to the same extent as if they were fully stated in the Agreement and shall be complied with by Consultant.

12.7 **Labor Requirements**. Consultant shall abide by all federal and California laws and regulations regarding wages, including, without limitation, the Fair Labor Standards Act and the California Labor Code, which, in part, mandate that 8 hours' labor constitutes a legal days' work, and require Consultant to pay the general prevailing wage rates. The California statutory provisions for penalties for failure to pay prevailing wages will be enforced and the statutory provisions for penalties for failure to comply with California's wage and hour laws will be enforced. In addition, Consultant is required to comply with the statutory requirements relating to employment of apprentices. Consultant also must secure the payment of workers' compensation to its employees as provided by California law. Consultant acknowledges its obligation to secure payment of Workers' Compensation before beginning work as set forth in the attached Exhibit D (together, "Acknowledgement of Workers' Compensation Obligation" and "Declaration of Exemption from Workers' Compensation") which is incorporated by this reference as though set forth in full. Additionally, Consultant is required to comply with all statutory requirements relating to certified payroll records, including the maintenance of the records, their certification, and their availability for inspection.

12.8 **Discrimination**. No person shall be excluded from employment in the performance of this Agreement on the grounds of race, creed, color, sex, age, marital status, sexual orientation or place of national origin. Consultant shall comply with all local, state, and federal laws relating to equal employment opportunity rights.

12.9 **Assignment**. Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of City, which shall have the sole discretion to consent to any proposed assignment. Because of the personal nature of the Services to be rendered pursuant to this Agreement, only Consultant shall perform the services described in this Agreement.

12.10 **Waiver**. No waiver of a provision of this Agreement shall constitute a waiver of any other provision, whether or not similar. No waiver shall constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

12.11 **Force Majeure**. Neither Consultant nor City shall be liable for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.

12.12 **Construction of Terms**. All parts of this Agreement shall in all cases be construed according to their plain meaning and shall not be construed in favor or against either of the parties. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, in whole or in part, the remainder of this Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated thereby. In the event of any provision shall be adjudged invalid, void or unenforceable, the parties hereto agree to enter into a supplemental agreement to effectuate the intent of the parties and the purposes of this Agreement.

12.13 **Controlling Law**. The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement, with venue proper only in the County of Santa Barbara, State of California.

12.14 **Authorization**. All officers and individuals executing this and other documents on behalf of the respective parties hereby certify and warrant that they have the capacity and have been duly authorized to execute said documents on behalf of the entities indicated.

12.15 **Entire Agreement**. This Agreement, along with its attached exhibits, which are incorporated herein by this reference, constitutes the entire Agreement between the parties and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. This Agreement may be altered, amended or modified only by a supplemental writing executed by the parties to this Agreement and by no other means. Each party waives any future right to claim, contest, or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreement, course of conduct, waiver or estoppel.

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

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

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

"CITY"
City of Carpinteria

By: _____
David Durflinger, City Manager

"CONSULTANT"
National League of Cities; Race, Equity And Leadership

By: _____
Seantae Byers, Senior Executive and Director

APPROVED AS TO FORM:
City of Carpinteria

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

EXHIBIT A

BASIC SERVICES TO BE PERFORMED

WORK APPROACH AND SCHEDULE

SCOPE OF SERVICES
The REAL team brings a wealth of substantial relevant experience and expertise, including leadership engagement; implementation of a comprehensive racial equity process; analysis of city infrastructures for advancing racial equity; training; and access to racial equity and racial healing experts and resources.

We describe here the key contributions REAL will make to support the racial equity work in Carpinteria.

Initial Consultation
NLC REAL will schedule a series of virtual meetings with Carpinteria leadership team. The meetings will be an opportunity to review and clarify expectations for the city's commitment to advancing racial equity.

Design and Conduct Assessment

Establish an understanding of the context for action is essential for building an effective institutional transformation strategy. NLC will explore with leadership the opportunity to conduct a staff survey.

Survey of Staff. Key to program design and implementation is the collection of data from a broad cross- section of jurisdiction employees to understand perspectives on racial equity, areas of momentum upon which new work can be built, and places where challenges need be addressed. REAL will work with Carpinteria leadership to review, refine and customize any instruments (i.e., surveys) used in collecting data of the Executive Team. The initial survey process is will be foundational, allowing for the Executive Team to explore a bi-annual redelivery of the instrument to track progress over time of all staff.

Stakeholder Mapping.
REAL works closely with local community partners to assess, design, and develop an approach for engaging a catalytic segment of community leaders to embody in attitude and action the traits that promote racial equity and racial healing. The approach will reflect an intent for significant collaboration and appropriate integration or alignment with kindred initiatives that may already exist in the school districts, faith institutions, business sector, or community organizations.

Racial Equity Training

REAL offers a four-part training series on racial equity. For this proposal, REAL will design four trainings in the REAL 100 series, referenced as REAL 101 (two trainings) and REAL 102 (two trainings) and two trainings in the REAL 200 series, referenced as REAL 201 (two trainings) . The trainings will be made available for the elected officials and all staff separately. The sessions will be subject to modification based on new learning or developments from conversations with the leadership team and the local community partner.

The overall training series is designed around four key objectives:
1. Understand promising practices in local government to advance racial equity
2. Develop a shared understanding and common definitions for advancing racial equity
3. Identify opportunities to use a racial equity tool and data to drive results
4. Build an internal infrastructure for racial equity that includes opportunities to partner with the community

REAL 100: Normalizing Racial Equity in Local Government
This session provides an introductory overview for city leaders on the history of institutional and structural racism in America. This training will equip leaders with a shared language for racial equity, examine existing racial disparities in the city and its implication for advancing racial equity. REAL 100 introduces important concepts and tools for organizing and operationalizing racial equity.

Key learning topics: *equity versus equality, implicit and explicit bias, individual and institutional bias, levels of racism, racial equity tools, disaggregating data, community engagement strategies*

REAL 200: Operationalizing Racial Equity in Local Government
These sessions will explore the implications and impacts of institutional and structural racism for members and staff. City leaders and staff will spend a significant amount of time learning how to use a racial equity tool as they explore structural changes to daily operations, budgeting, communications, community engagement, and decision-making.

Key learning topics: *institutional and structural racism, racial equity tools, racial equity goals, community engagement strategies, head versus heart strategies, inside versus outside strategies, communication tools for talking about race*

- ***Using a Racial Equity Tool*** – Instruction and practice on how to use a racial equity toolkit within policy, program, and budget decision-making processes. Participants will gain skills by using the tool with their own lines of business that they would like to assess from a racial equity perspective.
- ***Communicating for Racial Equity*** – Communicating about race can sometimes be a challenge, but preparation and strategy make a big difference. This training provides tools for both interpersonal communication and communicating with the media and broader outside audiences.

Capacity Building
Normalizing conversations about race includes developing and sharing a racial equity framework as well as operating with urgency and accountability. REAL will work with the city to formalize a Core Leadership, a Racial Equity Interdepartmental Team and Carpinteria Racial Equity Partner Roundtable. REAL will debrief with the leadership team and make recommendations for developing an Interdepartmental Racial Equity Team drawn from across all departments that will sustain the engagement and build leadership that can facilitate greater commitment to advancing racial equity throughout the jurisdiction. The training that REAL offers is more effective when it is balanced with technical assistance and the capacity building of the leadership team and the Interdepartmental Racial Equity Team that is created and responsible for ensuring the sustainability of the city's commitment to advancing racial equity.

SCHEDULE ESTIMATES

• REAL will work with Just Communities to align and coordinate efforts. REAL and Just Communities mapped out the first phase and how the services described above will map with the services Just Communities is offering.

Phase 1 (12 months): Assessment/Trainings/Capacity Building/Community Engagement

1-4 Months

- **Assessment:** Review sample staff assessment survey questions
  - Reviewing/ coordinating/ co-creating NLC/ JC assessment tools
- **Trainings:** REAL 101:
  - Normalizing Racial Equity (all staff)
  - Normalizing Racial Equity (elected officials)

- Just Communities will co-facilitate

- **Capacity Building**: Gain familiarity with NLC REAL trainings provided to City employees and elected officials + understand how City employees and elected officials have reacted to trainings –
- **Community Engagement:**
    - Evaluate historical data/ document review
    - Initial community outreach
    - Authentic engagement with informal community leaders
    - 4 Research Assistants
    - Develop questions for surveys

5-9 Months

- **Assessment:** Finalize and administer Staff survey
    - Lead: NLC
    - Reviewing/ coordinating/ co-creating NLC/ JC assessment tools
- **Trainings:** REAL 102:
    - Normalizing Racial Equity (all staff)
    - Normalizing Racial Equity (elected officials)
        - Just Communities will co-facilitate
- **Capacity Building:**
    - Finalize structure of core team within the City of Carpinteria
    - Explore opportunities for engagement/ buy-in from other sectors (i.e., CUSD) and contractual partners (i.e., SBCSD)
- **Community Engagement:**
    - Community Conversations/Focus Groups
        - Lead: Just Communities

10-14 Months

- **Assessment:**
    - Analysis and development of initial report of survey results
        - Lead: NLC
        - Reviewing/ coordinating/ co-creating NLC/ JC assessment tools
- **Trainings:** REAL 201:
    - Operationalizing Racial Equity (all staff or core team)
    - Operationalizing Racial Equity (elected officials)
        - Just Communities will co-facilitate
- **Capacity Building:**
    - Review survey results with core team
    - Host City of Carpinteria Equity Roundtable with other sectors and contractual partners
- **Community Engagement:**
    - Host series of Focus Groups in various formats
    - Community mapping + data collection/focus groups
        - Lead: Just Communities
        -

    - Lead: Just Communities
- Provide local history/sensitivity training
    - NLC REAL Stakeholder Mapping Assessment (Just Communities & NLC-Real Co-Design)

EXHIBIT B

PAYMENT SCHEDULE

COST PROPOSAL

The table below is a pricing framework. The package was priced and discounted because Carpinteria is a small city of the National League of Cities. Below is an estimated budget for the proposed work.

	Annual cost
1. **Initial Consultation.** Series of virtual meetings with Leadership Team	$1,260
2. Assessment. Survey and analysis of results from initial round of assessment of staff and leaders and Stakeholder/Community Mapping Assessment	$4,400
3. **Training.** REAL 101 with City Council (3 to 4 hours); virtual training	$2,600
4. Training. REAL 101 with Staff (6 to 8 hours); virtual training	$6,200
5. **Training.** REAL 102 with City Council (3 to 4 hours); virtual training	$2,600
6. **Training.** REAL 102 with Staff (6 to 8 hours); virtual training	$6,200
7. **Training.** REAL 201 with City Council (3 to 4 hours); virtual training	$2,600
8. **Training.** REAL 201 with Staff or Core Team (6 to 8 hours); virtual training	$6,200
9. **Capacity Building.** Build Core Team. Launch Equity Partner Roundtable. Make Recommendations for Continuity, Sustainability and Development of a Racial Equity Action Plan.	$3,250
10. **Ongoing Consultation.** Explore opportunities for additional assessment, training and capacity building	$1,500
Sub-total	$36,810
Admin (10%)	$3,681
Subtotal	$40,491
NLC membership	$1,563
Grand Total	$42,054

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.

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

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

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

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

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

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees, volunteers and agents, using standard ISO endorsement No. CG 2010-0413. Consultant also agrees to require all contractors and subcontractors to do likewise.

2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.

3. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.

6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g., elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.

8. Certificate(s) are to reflect that the insurer will provide 30 (thirty) days notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.

10. Consultant agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.

11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to City.

13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

14. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.

15. Consultant will renew the required coverage annually as long as City or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.

16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.

17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.

18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be limiting or all-inclusive.

19. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.

20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

22. The City's failure to comply with reporting requirements should not affect coverage required under the Agreement.

23. The consultant's insurance is primary to that of any insurance claimed by the City.

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

EXHIBIT D

WORKERS' COMPENSATION REQUIREMENTS

The Consultant is required to sign and file either a statement acknowledging its obligation to secure payment of Workers' Compensation before beginning work, or a declaration confirming that as a sole proprietor consultant is exempt from Workers' Compensation Requirements.

ACKNOWLEDGEMENT OF WORKERS' COMPENSATION OBLIGATION

I, Seantae Byers, hereby acknowledge my obligation to secure payment of Workers' Compensation before beginning work.

Consultant

By: _____
Seantae Byers, Senior Executive and Director

Dated: 2/18/2021

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
National League of Cities Institute

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
660 North Capitol Street, NW, Suite 450

Requester's name and address (optional)

6 City, state, and ZIP code
Washington, DC 20001

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	2	–	6	0	5	5	7	6	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ Senior Accountant | **Date** ▶ 10/1/2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

NATILEA-01 SPRAK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/4/2021

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: William Simons IV
Rust Insurance Agency, LLC 1510 H Street NW 5th Floor Washington, DC 20005	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: wsimons@rustinsurance.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
National League of Cities 660 North Capitol Street N.W. Suite 450 Washington, DC 20001-1763	INSURER A : Hartford Fire Insurance Co.	19682
	INSURER B : Hartford Casualty Insurance Co.	29424
	INSURER C : Hartford Underwriters Insurance Co.	30104
	INSURER D : Executive Risk Indemnity	35181
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY PRO-JECT LOC OTHER			42UUNUD7605	1/1/2021	1/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ Excluded $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			42UUNUD7605	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			42RHUUD7558	1/1/2021	1/1/2022	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		42WEKM7615	1/1/2021	1/1/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
D	Errors & Omissions			82346688	1/1/2021	1/1/2022	$5,000 Deductible	1,000,000

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

CERTIFICATE HOLDER

EVIDENCE OF INSURANCE

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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Attachment B: NLC REAL's proposed amendment

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NLC NATIONAL LEAGUE OF CITIES

The City of Carpinteria, CA

AMENDMENT TO REAL SERVICES CONTRACT

This Amendment ("Amendment") is entered into effective as of [March 15, 2022] (the "Amendment Effective Date") by and between National League of Cities Race, Equity And Leadership ("Consultant") and Carpinteria, California ("Municipality").

WHEREAS the parties wish to amend certain terms of the REAL Services Contract; the agreement is hereby amended to include the following conditions and the parties agree as follows:

1. **Terms of Contract**
   This Amendment shall commence on [March 15, 2022], ("Effective Date") and shall expire no later than [July 15, 2023] ("Expiration Date"), unless otherwise extended in writing by both parties. Both parties may mutually amend the contract, with a written agreement, at anytime.

   Please note that timeline reflected in the current contract will be revised in coordination with Just Communities and will be delivered to the City of Carpinteria. Additionally, the workshop titles and sequence may shift to enhance the learning and be in alignment with updated REAL materials.

2. **Scope of Services: Trainings**
   a. **Normalizing Racial Equity for City Council (6 hours)**
   b. **Normalizing Racial Equity for Staff (12 hours)**
   c. **Organizing for Racial Equity in Local Government with Emphasis on Racial Equity Tool for City Council (3 hours)**
      This series is designed for city leaders to review the topical issues identified from the previous sessions and current issues shared during the sessions. City leaders will learn and apply the racial equity tool to these priorities and determine an approach for advancing racial equity in their city and could include the development a racial equity plan.
   d. **Organizing for Racial Equity in Local Government with Emphasis on Racial Equity Tool for Staff (6 hours)**
   e. **Train-the-Trainer in Advancing Racial Equity in Local Government for Staff (18 hours)**
      This series is designed to equip leaders with the know-how to normalize conversations about race within their organization by providing shared language for all staff and partners on racial equity. The goal is for participants to leave with skills and confidence to practice leading the 100 training, ultimately building

NLC NATIONAL LEAGUE OF CITIES

the internal skill and capacity of the organization to sustain racial equity work and to facilitate future conversations about race effectively.

Please note that the 12-hour Normalizing Training is a pre-requisite for the Train-the-Trainer session.

Updated Proposed Scope Includes:

Services	Fees
1. **Initial Consultation**	$1,254
2. **Assessment** a. **Assessment of Carpinteria Leadership and Staff**	$4,400
3. **Virtual Trainings** a. **Normalizing Racial Equity for City Council (6 hours)** b. **Normalizing Racial Equity for Staff (12 hours)** c. **Organizing for Racial Equity in Local Government with emphasis on Racial Equity Tool for City Council (3 hours)** d. **Organizing for Racial Equity in Local Government with emphasis on Racial Equity Tool for Staff (6 hours)** e. **Train the Trainer in Advancing Racial Equity in Local Government for Staff for up to 25 ppl (18 hours)**	$5,868 $11,736 $2,934 $5,868 $17,604
4. **Capacity Building**. Build Core Team. Launch Equity Partner Roundtable. Make Recommendations for Continuity, Sustainability and Development of a Racial Equity Action Plan.	$3,250
5. **Consultation**. Explore opportunities for additional assessment, training and capacity building (5 hours)	$1,500
Sub-total	$54,414
Complimentary Services a). Train-the-Trainer for Staff	($17,604)
Subtotal	$36,810
Admin (10 %)	$3,681

NLC NATIONAL LEAGUE OF CITIES

Subtotal	$40,491
NLC Membership	$1,563
Grand Total	$42,054

Due to the original contract that was provided on February 22, 2021 we have ensured the changes we made to the sequence of training and hours of training did not increase the price beyond the original agreement. Please be aware that all future proposals and amendments will include a new pricing structure that went to effect June 2021.

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Original Scope of Services:

	Annual cost
1. **Initial Consultation.** Series of virtual meetings with Leadership Team	$1,260
2. Assessment. Survey and analysis of results from initial round of assessment of staff and leaders and Stakeholder/Community Mapping Assessment	$4,400
3. **Training.** REAL 101 with City Council (3 to 4 hours); virtual training	$2,600
4. Training. REAL 101 with Staff (6 to 8 hours); virtual training	$6,200
5. **Training.** REAL 102 with City Council (3 to 4 hours); virtual training	$2,600
6. **Training.** REAL 102 with Staff (6 to 8 hours); virtual training	$6,200
7. **Training.** REAL 201 with City Council (3 to 4 hours); virtual training	$2,600
8. **Training.** REAL 201 with Staff or Core Team (6 to 8 hours); virtual training	$6,200
9. **Capacity Building.** Build Core Team. Launch Equity Partner Roundtable. Make Recommendations for Continuity, Sustainability and Development of a Racial Equity Action Plan.	$3,250
10. **Ongoing Consultation.** Explore opportunities for additional assessment, training and capacity building	$1,500
Sub-total	$36,810
Admin (10%)	$3,681
Subtotal	$40,491
NLC membership	$1,563
Grand Total	$42,054

NLC NATIONAL LEAGUE OF CITIES

REAL's Updated Pricing Matrix (Virtual Only)

Activity	Previous Price/Cost	Updated Price/Cost
Normalizing Workshop (12 hrs.)	$11,736	$15,000
Organizing Workshop (12 hrs.)	$11,736	$15,000
Operationalizing Workshop (12 hrs.)	$11,736	$15,000
Train-the-Trainer (18 hrs.)	$17,604	$22,500

"CITY"

City of Carpinteria

By:_____

[First Last Name], City Manager

"CONSULTANT"

National League of Cities; Race, Equity And Leadership

By: Shawna Davie 3/9/22

Shawna Davie, Director

APPROVED AS TO FORM:

City of Carpinteria

By:_____

[First, Last Name), on behalf of [Law Firm] if applicable
Acting as City Attorney of the City of Carpinteria

Attachment C: Resolution 5981

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RESOLUTION NO. 5981

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA, CALIFORNIA CONDEMNING THE UNJUSTIFIED USE OF FORCE AND BRUTALITY USED AGAINST BLACK PEOPLE AND PEOPLE OF COLOR BY LAW ENFORCEMENT AND STANDING IN SOLIDARITY WITH NON-VIOLENT PROTESTORS OF RACIAL INJUSTICE AROUND THE COUNTRY

WHEREAS, the City of Carpinteria ("City") is horrified by the recent instances of police brutality and unjustified killings of Black people and people of color in the United States; and

WHEREAS, the City strongly denounces and condemns the recent unjustified killing of George Floyd and thousands of other Black people and people of color across the nation, and condemns all acts of racism, police brutality, racial profiling, and use of excessive force; and

WHEREAS, such killings highlight a history of systemic racism, trauma, and injustice to which many people of color, but in particular the Black community, have been subjected; and

WHEREAS, Santa Barbara County ("County") history itself is colored by the legacies of slavery, in that the County's first Black resident, Jerry Forney, was a slave; and

WHEREAS, the City is not immune from a history of injustice and racism, including once being a city with racially-segregated schools; and

WHEREAS, unjust use of force and brutality by law enforcement undermines community trust in the justice system and compromises important and necessary collaborative work between law enforcement, the justice system, and racial minorities in our communities; and

WHEREAS, marginalized communities, including LGBTQ+ individuals, immigrants, and those with disabilities, are also more likely to be subjected to unjust treatment by law enforcement; and

WHEREAS, the City stands in solidarity with non-violent protestors across the country who are demanding a more just nation, and recognizes the important role that such protests have played—and will continue to play—in our history to affect necessary change; and

WHEREAS, the City believes that steps to address racism and create a more just and inclusive society begin with community commitment, expressed by policies enacted at the local level; and

WHEREAS, the City's Mission Statement reflects the foundational importance of equity and inclusion in the provision of local government services and in the fulfillment of our commitment to democracy, and the City is proud of our history of condemning racial injustice and hate crimes, as expressed in Resolution No. 5938, the Resolution Condemning White Nationalism and White Supremacy; and

WHEREAS, as elected community leaders, the City Council recognizes the importance of ensuring that government, including the justice system and law enforcement, is held to the highest standards and actively works to recognize and counteract both systemic racism and unconscious bias; and

WHEREAS, the City recognizes that government authority and all citizens should work together to promote and protect equal justice under law, to work collaboratively, celebrating both our differences and our common commitment, and to bring all Americans together in unity to achieve these ends; and

WHEREAS, the City welcomes and serves immigrants, visitors, and people of all national origins, ethnicities, religious beliefs, gender and racial identities, sexual orientations, and creeds; and

WHEREAS, the City Council supports policies and efforts that reflect and uphold its commitment to public safety and to realizing a diverse, equal, and just community within our City, the County , and the nation as a whole.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARPINTERIA RESOLVES:

Section 1. The recitals above are true and correct.

Section 2. The City condemns police brutality and unjustified use of force.

Section 3. The City will not tolerate racism.

Section 4. The City will continue to work collaboratively with our local law enforcement to build community trust and legitimacy, implement community-oriented policing, and maintain a safe community as exemplified in specific provisions in the City's law enforcement contract.

Section 5. The City recognizes that police brutality and systemic racism impacting and traumatizing Black people and people of color in our country demands urgent and sustained attention, action and change in the institutions of our society, including transparency and accountability from local government and common commitment by all citizens.

Section 6. The City recognizes that as a community we have to actively work to be anti-racist, including educating ourselves, better supporting leaders and institutions who are working to combat injustice and systematic racism, and working together toward the more equitable distribution of resources and public services. We commit to

continuing to learn about, reflect on, and incorporate anti-racist policies into City government, and strengthen a climate incompatible with racism in our community and nation.

Section 7. To accomplish the goals of this Resolution, the City will highlight and collaborate with minority leadership and social justice groups. The City commits to developing resources that support and amplify minority-owned businesses, community groups and non-profit organizations within our City and broader community.

Section 8. The City commits to both learning from other leaders and providing leadership on these critical issues in Carpinteria.

PASSED, APPROVED, AND ADOPTED on this 8th day of June, 2020, by the following vote:

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

NOES: COUNCILMEMBER(S): NONE

ABSENT: COUNCILMEMBERS(S): NONE

ABSTAIN: COUNCILMEMBERS(S): NONE

Mayor, City of Carpinteria

ATTEST:

City Clerk, City of Carpinteria

I hereby certify that the foregoing resolution was adopted was adopted at a regular meeting of the City Council of the City of Carpinteria held on June 8, 2020.

City Clerk, City of Carpinteria

APPROVED AS TO FORM:

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

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
March 14, 2022

ITEM FOR COUNCIL CONSIDERATION

Third Amendment to Service Agreement with Granicus, LLC for Public Meeting Streaming and Online Agenda Management Services.

STAFF RECOMMENDATION

Authorize the City Manager to execute the Third Amendment to the Service Agreement with Granicus, LLC for public meeting streaming and online agenda management services in an amount not-to-exceed $34,810.35 and extend the term through March 31, 2025.

Sample Motion: I move to authorize the City Manager to execute the Third Amendment to the Service Agreement with Granicus, LLC for public meeting streaming and online agenda management services in an amount not-to-exceed $34,810.35 and extend the term through March 31, 2025.

(This motion requires a roll call vote.)

BACKGROUND

At the end of 2012, the City Manager entered into an agreement with Granicus, Inc. (now Granicus, LLC) to provide live and on demand streaming of City Council and other public meetings via the web, to increase government transparency and provide easier access to public information, provide workflow automation tools for City staff to streamline City Council, Planning Commission, and subordinate Boards/Committees, and provide archived streaming for an unlimited amount of meeting bodies and unlimited storage.

Since the initial agreement, the City has approved amendments extending the initial agreement term and updating the annual cost. The City also added additional modules/programs such as eComment, DisclosureDocs, and CampaignDocs. The eComment module allows the public to comment on posted agenda items and was initiated during the COVID-19 pandemic as an additional way for the public to provide public comment. The DisclosureDocs program allows designated officials and

employees to electronically file Statements of Economic Interest and automates the tracking process of those forms and ethics training. The CampaignDocs program allows the City Council and Council candidates to electronically file the required campaign statements, automates the tracking of the campaign statements, and publicly posts the filed and redacted statements to the City's website.

The total amounts of the original agreement and the previous amendments have all been within the City Manager's signing authority of $30,000 or less. The purpose of this agenda matter is for the City Council to consider authorizing the City Manager to execute the attached Third Amendment to the Service Agreement with Granicus, LLC for an additional three-year period through March 31, 2025 for an amount not-to-exceed $34,810.35.

DISCUSSION

The City has been using Granicus agenda/meeting management software for nearly ten years and the software has optimized the public's access to public meeting agendas, materials, and videos, as applicable. The software has also automated and streamlined the process staff takes to post and publish public meeting agendas as well as track Statements of Economic Interest and Campaign Statement filers and ethics training.

The attached agreement includes Granicus Encoding Appliance Software (to stream meeting videos to City website), Government Transparency Suite (allows public access to meetings and their records), three separate agenda templates (for City Council, Planning Commission, and generic boards/committees), Open Platform Suite (to publish meeting content and display video), and eComment (additional method of public comment) for an annual total of $11,603.45, or $34,810.35 for the three-year duration of the amendment. The cost of DisclosureDocs and CampaignDocs are invoiced by Granicus separately as arranged in a previous amendment with Granicus, LLC. This amendment does not include any changes to DisclosureDocs or CampaignDocs.

The current subscription end date is March 31, 2022. Staff recommends the Council authorize execution of the proposed Amendment No. 3 to continue services with Granicus, LLC so there will not be a suspension in service nor the incursion of any additional fees that may arise from a break in service.

POLICY CONSISTENCY

This agenda matter speaks to the essence of the City's Mission Statement in that "...Government in Carpinteria shall be open, honest and equitable and shall encourage, to the fullest extent possible, public participation in the decision-making process...."

FINANCIAL CONSIDERATIONS

The current fiscal year's adopted budget includes $10,000 for Granicus software subscription/maintenance. Staff will include the additional annual cost of approximately $1,700 to Expense Account No. 217-221-5360 at the mid-year budget.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The continued use of the Granicus agenda management software allows the City to efficiently meet the requirements of the Brown Act.

OPTIONS

1. Authorize the City Manager to execute the Third Amendment to the Service Agreement with Granicus, LLC for public meeting streaming and online agenda management services in an amount not-to-exceed $34,810.35 and extend the term through March 31, 2025.
2. Not authorize the City Manager to execute the Third Amendment to the Service Agreement with Granicus, LLC and direct staff as appropriate. The current subscription end date is March 31, 2022. Should the Council choose this option, there is the potential for a suspension in service and the application of an additional fee.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected to attend the meeting.

ATTACHMENTS

Attachment: Third Amendment to Service Agreement with Granicus, LLC

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
(805) 755-4400, daved@ci.carpinteria.ca.us

Signature

ATTACHMENT A:
Third Amendment to Service Agreement with Granicus, LLC

GRANICUS

408 Saint Peter Street, Suite 600
Saint Paul, MN 55102
United States

Amendment
Prepared for
Carpinteria, CA

Third Amendment to the Granicus Service Agreement between Granicus, LLC and Carpinteria, CA

This Third Amendment to the Granicus, LLC Service Agreement is effective on the date this document is signed and entered into by and between Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus (hereinafter referred to as "Granicus"), and Carpinteria, CA (hereinafter referred to as "Client"), with reference to the following:

WHEREAS, the Client and Granicus entered into an Agreement effective 04/01/2019 (the "Agreement"); and

WHEREAS, the Client and Granicus wish to extend the Agreement through 03/31/2025; and

NOW, THEREFORE, in consideration of the premises, the parties intend that the Agreement be amended as follows:

1. Compensation shall be amended to include the fees detailed in Exhibit A. Exhibit A is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of the Client to provide applicable exemption certificate(s).
2. The Agreement shall be extended through 03/31/2025.
3. Except as amended by this Third Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.
4. In the event of any inconsistency between the provisions of this Third Amendment and the documents comprising the Agreement, the provisions of this Third Amendment shall prevail.

IN WITNESS WHEREOF, the parties have caused this Third Amendment to be executed by their duly authorized representatives.

Agreement and Acceptance

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Carpinteria, CA	Granicus
Signature:	**Signature:**
Name:	**Name:**
Title:	**Title:**
Date:	**Date:**

Order #: Q-175213
Prepared: 02/22/2022

GRANICUS

408 Saint Peter Street, Suite 600
Saint Paul, MN 55102
United States

THIS IS NOT AN INVOICE

Order Form
Prepared for
Carpinteria, CA

Granicus Budgetary Proposal for Carpinteria, CA

Please note: This is not an invoice. This is a budgetary proposal that outlines the products and fees associated with the subscription renewal. Please inform the Granicus Contact listed below if you wish to issue a PO against this budgetary proposal.

ORDER DETAILS

Prepared By:	Beth Prokop
Phone:	
Email:	beth.prokop@granicus.com
Order #:	Q-172080
Prepared On:	02/16/2022
Expires On:	03/31/2022

ORDER TERMS

Currency:	USD
Payment Terms:	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription End Date:	03/31/2022
Initial Order Term End Date:	03/31/2025
Period of Performance:	04/01/2022 - 03/31/2023

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**Annual Fee**
Granicus Encoding Appliance Software (GT)	Annual	1 Each	$1,572.95
Government Transparency Suite	Annual	1 Each	$5,190.75
Template - Agenda or Minutes - HTML	Annual	3 Each	$1,274.10
Open Platform Suite	Annual	1 Each	$1,848.30
eComment	Annual	1 Each	$1,717.35
		SUBTOTAL:	**$11,603.45**

FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	04/01/2023 - 03/31/2024	04/01/2024 - 03/31/2025
Government Transparency Suite	$5,190.75	$5,190.75
Template - Agenda or Minutes - HTML	$1,274.10	$1,274.10
Open Platform Suite	$1,848.30	$1,848.30
eComment	$1,717.35	$1,717.35
Granicus Encoding Appliance Software (GT)	$1,572.95	$1,572.95
SUBTOTAL:	**$11,603.45**	**$11,603.45**

TERMS & CONDITIONS

- The terms and conditions set forth in the Agreement effective 04-01-2019 are incorporated herein by reference.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Carpinteria, CA to provide applicable exemption certificate(s).
- Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Client for any purpose other than the specific purpose of performing the services outlined within this Agreement.
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Notwithstanding anything to the contrary, Granicus reserves the right to adjust pricing at any renewal in which the volume has changed from the prior term without regard to the prior term's per-unit pricing.

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
March 14, 2022

ITEM FOR COUNCIL CONSIDERATION

Resolution Nos. 6109 and 6110, approving and adopting revisions to the resolutions for Conditions of Employment for Management and Miscellaneous Unrepresented Personnel for Fiscal Year 2021-2022.

STAFF RECOMMENDATION

Approve Resolution Nos. 6109 and 6110, amending Resolutions Nos. 6101 and 6102 concerning 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. 6109 and 6110, as read by title only.

BACKGROUND

On February 28, 2022, the City Council approved changes to the Conditions of Employment documents and adopted Resolution Nos. 6101 and 6102. The Conditions of Employment are not negotiable contracts and will remain in effect from July 1, 2021 through June 30, 2022. All other provisions of the Conditions of Employment will remain unchanged. The purpose of this matter is to allow for the adoption of resolutions necessary to correct an omission to the prior resolutions.

DISCUSSION

The adopted Resolution Nos. 6101 and 6102, inadvertently left out information relating to which employees were eligible for the one-time payment; however, the information was incorporated in Conditions of Employment for Management and Miscellaneous Unrepresented. The Fiscal Year 2020-21 Conditions of Employment for Management and Miscellaneous Unrepresented personnel remain unchanged and it is only the resolutions that are being updated to reflect the following change:

- ~~Effective following the approval and adoption of this Agreement, employees will receive a one-time non-pensionable $1,500 payment.~~

- Effective following the approval and adoption of this Agreement, full-time employees employed prior to July 1, 2021, will receive a one-time non-pensionable $1,500 payment.

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

None

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

None

OPTIONS

1) Adopt and approve the attached Resolution Nos. 6109 and 6110 (staff recommendation).

2) Direct staff to modify Resolution Nos. 6109 and 6110, in which case the matter may need to be continued to a future Council meeting.

3) The City Council could choose not to adopt Resolution Nos. 6109 and 6110 and direct staff as appropriate.

PRINCIPAL PARTIES EXPECTED AT MEETING

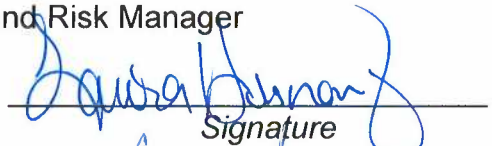
There are no principal parties expected at the meeting.

ATTACHMENTS

A. Resolution No. 6109 with attached Conditions of Employment for Management Personnel for Fiscal Year 2021-2022.

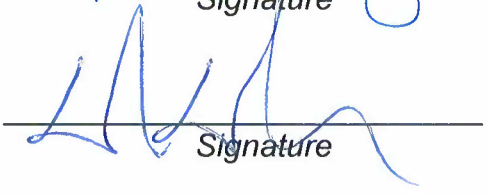
B. Resolution No. 6110 with attached Conditions of Employment for Miscellaneous Unrepresented Personnel for Fiscal Year 2021-2022.

Staff contact: Laura Hernandez, Human Resources and Risk Manager
(805) 755-4404, LauraH@ci.carpinteria.ca.us



Signature

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



Signature

ATTACHMENT A

RESOLUTION No. 6109

A. RESOLUTION NO. 6109 WITH ATTACHED CONDITIONS OF EMPLOYMENT FOR MANAGEMENT PERSONNEL FOR FISCAL YEAR 2021-2022.

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RESOLUTION NO. 6109

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 AND SUPERSEDING RESOLUTION NO. 6101

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, full-time employees employed prior to July 1, 2021, 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

SECTION 2. Resolution No. 6109 supersedes Resolution No. 6101.

PASSED, APPROVED AND ADOPTED on March 14th 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 14th day of March, 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 July 1, 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. 6110

A. RESOLUTION NO. 6110 WITH ATTACHED CONDITIONS OF EMPLOYMENT FOR MISCELLANEOUS UNREPRESENTED PERSONNEL FOR FISCAL YEAR 2021-2022.

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RESOLUTION NO. 6110

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 AND SUPERSEDING RESOLUTION NO. 6102

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, full-time employees employed prior to July 1, 2021, 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

SECTION 2. Resolution No. 6110 supersedes Resolution No. 6102.

PASSED, APPROVED AND ADOPTED on 14th day of March, 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 14th day of March, 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 July 1, 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.

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
March 14, 2022

ITEM FOR COUNCIL CONSIDERATION

Receive Status Report, Award a Construction Contract, and Authorize a Budget Increase for the Carpinteria Skate Park Project.

STAFF RECOMMENDATION

1. Receive Status Report of the Carpinteria Skate Park Project.

2. Award a Construction Contract for the Carpinteria Skate Park Project (City Project No. 15124) to Lash Construction, Inc. in the Total Base Bid amount of $2,089,242.

3. Authorize a budget increase to Capital Improvements Project Fund Expense Account No. 301-403-5780 for Project PK-19-003 and the associated transfer of funds as directed by the City Council.

Sample Motion: I move to:

1. Receive Status Report of the Carpinteria Skate Park Project.

2. Award a Construction Contract for the Carpinteria Skate Park Project (City Project No. 15124) to Lash Construction, Inc. in the Total Base Bid amount of $2,089,242.

3. Authorize a budget increase to Capital Improvements Project Fund Expense Account No. 301-403-5780 for Project PK-19-003 and the associated transfer of funds as directed by the City Council. *(This motion requires a roll call vote)*

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. At the City Council Meeting of February 28, 2022, staff presented a preliminary report. The following response options were also reviewed:

Option	Description
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.

The City Council expressed an interest, should staff's final bid analysis report support a finding that the bid is responsive and responsible, in having the opportunity consider approving the bid and appropriating necessary additional funding. The purpose of this agenda matter is to submit staff's final bid analysis report and provide the Council the opportunity to act as requested and described above.

DISCUSSION

As reported by staff in the City Council Meeting of February 28, 2022, the current bid is nearly 50-percent over the engineer's estimate. Ideally, an engineer's estimate is within plus or minus 10-percent of the low bid[1]. The engineer's estimate is approximately $1.4 for the project. However, engineer's estimates only reflect the anticipated cost of a project in order to provide an initial prediction of the financial obligations to be incurred by the project owner (e.g. City) and to provide an effective review and comparison of the bids received. Though the current bid is over the engineer's estimate, staff determined the lowest total base bid by Lash Construction, Inc. generally corroborates with current construction cost trends, which have substantially increased from last year[2] since the engineer's estimate was prepared.

An additional step in the bid analysis process is to determine whether the lowest apparent bidder is responsive and responsible. Staff determined the lowest total base bid is responsive to the requirements of the bid documents. See Attachment A for copy of bid. Staff also determined Lash Construction, Inc. to be a responsible bidder based on reference checks.

Should the City Council award the bid to the current apparent lowest bidder (i.e. Option A), the City would incur the straight cost of the bid, and the project would start the

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

construction without further delay. The Contract Time to complete the project is 180 working days from the date of the City's Notice to Proceed. Should the City Council award the bid, the construction schedule is estimated as follows:

Award Contract	March 14, 2022
Notice to Proceed	April 2022
Construction Closeout	January 2023

In accordance with the bid documents, the bid is valid for sixty (60) calendar days from the date of bid opening. Should other than awarding the bid to current apparent lowest bidder be considered, any future bid may either be lower or higher than the current low bid. However, staff is monitoring market prices of construction materials, and the trend appears to show prices continuing to substantially increase[2].

At the City Council's direction at its meeting of February 28, staff evaluated the financial feasibility of awarding the bid, i.e., Option A. A breakdown of the revenue and expenses is shown under the Financial Considerations section herein this report. Based on the funding commitments made to date, there is a funding shortfall of $696,000.

Staff identified options of funding sources that may cover this funding shortfall for Option A as follows:

1. City Funding Sources

   There may be available funding source options from the City. The first option is from the General Fund, specifically the Available Fund Balance and/or the Special Projects Reserves. The current amount in the Available General Fund Balance is approximately $1.1 million and approximately $617,000 in the Special Projects Reserves. The other option is from the Measure X Fund, which the current balance is approximately $2 million. Any use of said funds would require the City Council's authorization for a budget increase and associated transfer of funds. That is, a budget increase of $580,000 would be made to Capital Improvements Project Fund Expense Account No. 301-403-5780 for this project (CIP Account No. Project PK-19-003).

2. Cost Sharing

   This option would divide the current funding shortfall in half between the City and The Carpinteria Skate Foundation. That is, the City would fund $290,000, and the other $290,000 would be funded by The Carpinteria Skate Foundation. A cost sharing agreement between the City and The Carpinteria Skate Foundation would be needed. Further, any use of City funds would require the City Council's authorization for a budget increase and associated transfer of funds. That is, a

[2] "Materials Prices Soar 20% Over the Last Year; Bid Prices Accelerate but Continue to Lag Cost Increases." Editorial. Construction Business Owner. 22 February 2022

budget increase of $290,000 would be made to Capital Improvements Project Fund Expense Account No. 301-403-5780 for this project (CIP Account No. Project PK-19-003).

3. Grant Programs

   The California Department of Parks and Recreation is a major funding source of most parks and recreation projects. For example, the Carpinteria Skate Park Project was awarded funds from the Per Capita Program. Staff identified the Statewide Park Program as a potential funding source; however, project applications are not being solicited at this time for the next round of the Statewide Park Program. The next round is anticipated after the State of California's next fiscal year budget is adopted in July 2022. Selection of this option would necessarily delay project initiation and risk bid expiration.

POLICY CONSISTENCY

The recommendation is consistent with the Open Space, Recreation & Conservation Element of the General Plan and Local Coastal Plan:

Objective OSC-14. *Provide for adequate park and recreation facilities to meet the needs of the community and visitors.*

Implementation Measure 61. *Support development of new or expanded park and recreation facilities as demand/need dictates. When latent demand for parks and recreation facilities is identified, adequate parkland and facilities shall be identified and pursued.*

The recommendation is also consistent with the 2022 Annual Work Plan.

FINANCIAL CONSIDERATIONS

The Carpinteria Skate Park Project is programmed in the Capital Improvements Program of the Fiscal Year 2021/22 Budget. The following table summarizes the current funding sources and anticipate expenses to date for the construction:

Revenue	
State Grant (Per Capita Program)	$175,000
Park and Recreation Facilities Fees (Development Impact Fees)	$125,000
General Fund (Special Projects Reserves)	$400,000
Private Funds*	$1,050,000
Total	$1,750,000

*Committed private funds donated by The Carpinteria Skate Foundation.

Expense	
Construction Contract (Total Base Bid)	$2,089,242
Construction Contingency	$110,758
Construction Management, Inspection, and Testing	$100,000
City Furnished Materials Restroom Building Park Furnishings	 $66,000 $50,000
Water Meter and Backflow Prevention Device Relocation (Not a part of Construction Contract)	$30,000
Total	$2,446,000

Work for the relocation of the water meter and backflow prevention device is not a part of the bid by Lash Construction, Inc. A future separate contract will be administered.

Based on the funding commitments (i.e. Revenue) made to date, there is a funding shortfall of $696,000. Should Option A be considered, the following tables summarize the funding sources for City funding and cost sharing scenarios, respectively:

City Funding Scenario

Revenue	
State Grant (Per Capita Program)	$175,000
Park and Recreation Facilities Fees (Development Impact Fees)	$125,000
General Fund (Special Projects Reserves)	$400,000
Private Funds	$1,050,000
General Fund	$696,000
Total	$2,446,000

Cost Sharing Scenario

Revenue	
State Grant (Per Capita Program)	$175,000
Park and Recreation Facilities Fees (Development Impact Fees)	$125,000
General Fund (Special Projects Reserves)	$400,000
Private Funds	$1,398,000
General Fund	$348,000
Total	$2,446,000

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 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.
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.

Almost $92,000 of preconstruction expenses was already incurred for the project as follows:

Preconstruction Expense	Cost
Planning and Design	$51,663
Easement Acquisition (legal fees)	$20,440
Site Preparation	$18,935
Printing	$817
Total	$91,855

Finally, any use of the aforementioned City funding sources would reduce their availability for other capital project priorities such as improvements to citywide pavements, La Concha Park, Carpinteria Avenue Bridge Replacement Project, and the library.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The recommendation is consistent with the formal bidding procedures of the Uniform Construction Cost Accounting Act (Public Contract Code Section 22030 et al.).

OPTIONS

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

2. The City Council could choose to not approve the recommendation and direct staff as determined appropriate. However, the project would be delayed.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

ATTACHMENTS

Attachment A Bid

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

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

Signature

ATTACHMENT A

Bid

Carpinteria Skate Park revised 01-31-2022

Item No.	Description	Unit	Est. Qty.	Unit Price	Total Price
1	Mobilization 10% of Job Total max.	LS	1	160,000.00	160,000.00
2	Erosion Control– SWPPP plan and implementation.	LS	1	20,000.00	20,000.00
3	Site Clearing – includes equipment, labor, and all provisions within plans and Section 31 1000 of specifications	LS	1	175,000.00	175,000.00
4	Construction Fencing – includes materials and labor per plans and specifications	LS	1	5,000.00	5,000.00
5	Surveying and Staking – includes materials and labor	LS	1	25,000.00	25,000.00
6	Excavation and Grading – includes equipment and labor	LS	1	200,000.00	200,000.00
7	Drainage – includes equipment, materials, and labor	LS	1	80,000.00	80,000.00
8	4" thick Poured-in-Place Concrete (Sidewalk) – includes equipment, aggregate base rock, concrete, reinforcing steel, misc. materials and labor	SF	1,215	15.00	18,225.00
9	6" thick Poured-in-Place Concrete (Skatepark Flat Area) – includes equipment, aggregate base rock, concrete, reinforcing steel, misc. materials and labor	SF	9,120	16.00	145,920.00
10	6" thick Poured-in-Place Concrete (Parking Lot Accessible Area) – includes equipment, aggregate base rock, concrete, reinforcing steel, misc. materials and labor	SF	1,011	15.00	15,165.00
11	6" thick Poured-in-Place Concrete Bank – includes equipment, aggregate base rock, concrete, reinforcing steel, misc. materials and labor	SF	1,545	58.00	89,610.00
12	6" thick Poured-in-Place (Brick Stamped) Concrete Bank – includes equipment, aggregate base rock, concrete, reinforcing steel, misc. materials and labor	SF	235	58.00	13,630.00
13	6" thick Poured-in-Place Transitional Area – includes equipment, aggregate base rock, concrete, reinforcing steel, misc. materials and labor	SF	1,553	64.00	99,392.00
14	8" thick Shotcrete Transitional Area – includes equipment, aggregate base rock, concrete, reinforcing steel, misc. materials and labor	SF	1,113	68.00	75,684.00
15	Poured-in-Place Skate Stairs – includes equipment, aggregate base rock, concrete, reinforcing steel, misc. materials and labor	LS	1	28,000.00	28,000.00
16	Poured-in-Place Ledge, Seatwall and Manual Pads – includes equipment, aggregate base rock, concrete, reinforcing steel, misc. materials and labor	LS	1	77,000.00	77,000.00
17	Poured-in-Place 6" Curb (Detail G/SP15 – includes equipment, aggregate base rock, concrete, reinforcing steel, misc. materials, and labor	LF	272	33.00	8976.00
18	Poured-in-Place 6" Curb (Detail A/SP14 – includes equipment, aggregate base rock, concrete, reinforcing steel, misc. materials, and labor	LF	378	34.00	12,852.00
19	Pool Coping – includes materials and labor	LF	73	104.00	7,592.00
20	Steel Coping – includes materials and labor	LF	310	54.00	16,740.00
21	Steel Edging – includes materials and labor	LF	285	60.00	17,100.00
22	Skate Rail – includes materials and labor	LS	1	2,300.00	2,300.00
23	Skate Railings – includes materials and labor	LS	1	480.00	480.00

24	Skatepark Wave Feature – Includes materials and labor	LS	1	40,000.00	40,000.00
25	Skate Anacapa Rock Feature – includes materials and labor	LS	1	25,000.00	25,000.00
26	Bench (3 QTY) – installation only	LS	1	1,100.00	1,100.00
27	Picnic Tables (4 QTY) – installation only	LS	1	1,400.00	1,400.00
28	Trash Receptacles ((4 QTY) – installation only	LS	1	350.00	350.00
29	Drinking Fountain – Installation only	LS	1	850.00	850.00
30	Bike Racks (2 QTY) – installation only	LS	1	200.00	200.00
31	Pergola Shelter – Installation only	LS	1	4,800.00	4,800.00
32	Segmented Block Wall – includes materials and labor	LF	205	320.00	65,600.00
33	Synthetic Turf – includes material and labor	SF	2,400	24.00	57,600.00
34	Permeable Concrete Pavers – includes installation only,	SF	810	30.00	24,300.00
35	Concrete Unit Pavers (Plaza) – includes materials and labor	SF	1,683	25.00	42,075.00
36	Restroom/Storage Building – includes installation only	LS	1	2,100.00	2,100.00
36 a	Sewer Line Use SDR 26- 8" DIA sewer line to POC. Includes labor and materials.	LS	1	20,000.00	20,000.00
37	4 ft. Black Vinyl Chain-link Fence – includes material and labor	LF	700	53.00	37,100.00
38	2-Rail Lodge Pole Pine Fence – includes material and labor	LF	120	35.00	4,200.00
39	Precast Concrete Bumpers – includes material and labor	LS	1	1,600.00	1,600.00
40	Gravel Parking Lot – includes material and labor	SF	10,540	5.00	52,700.00
41	Asphalt Slurry Coat – Includes material and labor	LS	1	2,300.00	2,300.00
42	Parking Lot Striping/Markings (east & west parking lots) – includes material and labor	LS	1	2,300.00	2,300.00
43	Electrical (Sheets E0.01 thru E6.01) – Includes material and labor	LS	1	270,000.00	270,000.00
44	Landscaping (Sheets SP16, SP17, SP18, SP19, SP20, SP-21) – includes material and labor	LS	1	137,000.00	137,000.00
44a	Landscape credit if no live plants and their installation are included from bid	LS	1	Do not include in total below 20,000.00	20,000.00
45	General Conditions / Miscellaneous	LS	1	1.00	1.00
	Total				2,089,242.00

The following base bid of Dollars

Please write out the amount:

Two Million - eighty - nine thousand - two - hundred - forty two dollars zero cents

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
March 14, 2022

ITEM FOR COUNCIL CONSIDERATION

At the Request of Councilmembers Alarcon and Clark, City Council to Determine Whether to Reconsider and/or Amend the Motion and Vote Made at the February 28, 2022 City Council Meeting Regarding the Selection of Plan A2 as the Proposed Final Plan for Consideration of Adoption at the City Council Meeting of March 28, 2022.

STAFF RECOMMENDATION

Upon a majority vote, consider whether to reconsider and/or amend Council's motion and vote made at the February 28, 2022 City Council meeting where Plan A2 was selected as the proposed final plan for consideration of adoption at the final public hearing. If Council votes to reconsider and/or amend its prior motion and vote, Council will then deliberate and provide direction to staff and consultant regarding selecting a second plan, to be included in addition to Plan A2 for Council consideration at the March 28, 2022 City Council meeting.

BACKGROUND

The purpose of this agenda item is to decide whether to reconsider and/or amend the motion and vote made at the February 28, 2022 City Council meeting concerning elevating Plan A2 for consideration of adoption at the fifth (and potentially final) public hearing to consider plans for the City's transition to district elections scheduled for March 28, 2022.This agenda matter was requested by Vice Mayor Clark and Councilmember Alarcon. This is an additional agenda item and not a noticed public hearing required pursuant to the City's transition to district elections. As such, this meeting is not being relied upon as one of the minimum five public hearings required as a part of the City's process for drawing City Council district maps.

District maps are the boundaries of each of the five districts within the city limits. District plans are the district maps with the census demographic data analysis that includes population and deviation amounts that must be considered when selecting a final map. At the first and second public hearings held pursuant to the City's process to transition to district elections, held on November 8, 2022 and December 13, 2022, respectively, the City Council received updates on the process to solicit public maps and

requirements for the district mapping process under the federal Fair Maps Act and the California Voting Rights Act[1]. At the third public hearing, held on January 24, 2022, the City Council reviewed draft plans A, B and C, which were developed by the City's district elections consultant. As the consultant has explained during the past several public hearings, all draft plans have been based off of the maps submitted by community members (159 community of interest and district boundary maps have been submitted to date). In reviewing, synthesizing, and developing draft plans for the City Council's consideration, the consultant also reviewed draft maps to ensure that they comply with the traditional districting criteria as established by the Fair Maps Act, including the requirement that districts be of relatively equal size, contiguous, maintain "communities of interest", follow city and census designated place boundaries and keep districts compact. These draft plans also incorporate community of interest testimony and other public comments received by the City throughout the district election process.

At the City Council's January 24, 2022 meeting, the Council chose to elevate draft plan A as its preferred plan and requested that this draft plan be revised to respect the freeway as a boundary between all districts. This revised plan—referred to by the consultant and in previous staff reports as draft plan A2—was presented to the City Council during the fourth public hearing which was held during the City Council's February 28, 2022 meeting. Draft plans A, A2, B and C are included in Attachment A to this staff report.

During the February 28 public hearing for this item, the Council discussed which draft plan to elevate for consideration of adoption at a final public hearing. Based on staff's review of the draft minutes from this meeting, Vice Mayor Clark and Councilmember Alarcon both stated that they would prefer to see additional revisions to draft plan A2 to reduce the deviation in population between districts. Vice Mayor Clark voiced an interest in modifying district boundary lines and also requested minor changes to address his stated concern that Map A2 appeared to be gerrymandered. Mayor Nomura and Councilmembers Lee and Carty each stated their support for moving forward with draft plan A2 as presented. Following this discussion, a motion was made by Councilmember Lee, seconded by Councilmember Carty, to receive and file the presentation and public comments received to date and to direct staff to bring back draft plan A2 for consideration of adoption at the fifth public hearing scheduled to be held during the City Council meeting of March 28, 2022.

The City's schedule for drawing and adopting district maps for the November 2022 municipal election currently includes City Council consideration of final plan adoption at its regular meeting of March 28, 2022. In order to comply with statutory deadlines, the final adopted map must be submitted to the Santa Barbara County Registrar's Office no later than April 22, 2022. Meeting this schedule is necessary in order for the City to remain in compliance with Resolution No. 5743, declaring its intention to transition from at-large to district-based elections by November of 2022, and to fulfill the Conditional

[1] A complete listing of meetings and related materials can be accessed through the City's District Elections web site at https://carpinteriaprojects.com/district-elections/

Settlement Agreement and Release of August 14th of 2017, which the City entered in to in response to the July 3, 2017 Notice of Violation of California Voting Rights Act. Based on the above time constraints, staff believes that the latest the Council could consider and act on a final map is at its regular meeting of April 11, 2022.

DISCUSSION

It is the City's practice that two Councilmembers can request an item to be agendized for a meeting. Further, upon a majority vote of Council, Carpinteria Municipal Code sections 2.04.420 and 2.04.510 (Table of Rules) allow for reconsideration and/or amendment of a matter previously adopted.

If the City Council votes to reconsider and/or amend its prior motion and vote, Councilmembers will have the opportunity to deliberate and provide direction to staff and consultant regarding selecting a second plan, to be included in addition to draft plan A2 for Council consideration at the March 28, 2022 City Council meeting. Council can also discuss and direct staff in regards to any necessary or desired revisions to the public hearing schedule.

POLICY CONSISTENCY

Under state law, as part of a city's transition to district elections, it is required to hold a minimum of five public hearings to discuss and select a final district map. As discussed above, this meeting is not being relied upon as one of the minimum five public hearings required as a part of the City's process for drawing City Council district maps.

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 has been working closely with staff on this agenda matter and will be available to answer questions concerning this matter at the meeting.

ATTACHMENTS

Attachment A: Draft map A, A2, B and C (prepared by City's consultant, Redistricting Partners) with analysis of 2020 Census Data and Citizen Voting Age Population (CVAP)

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

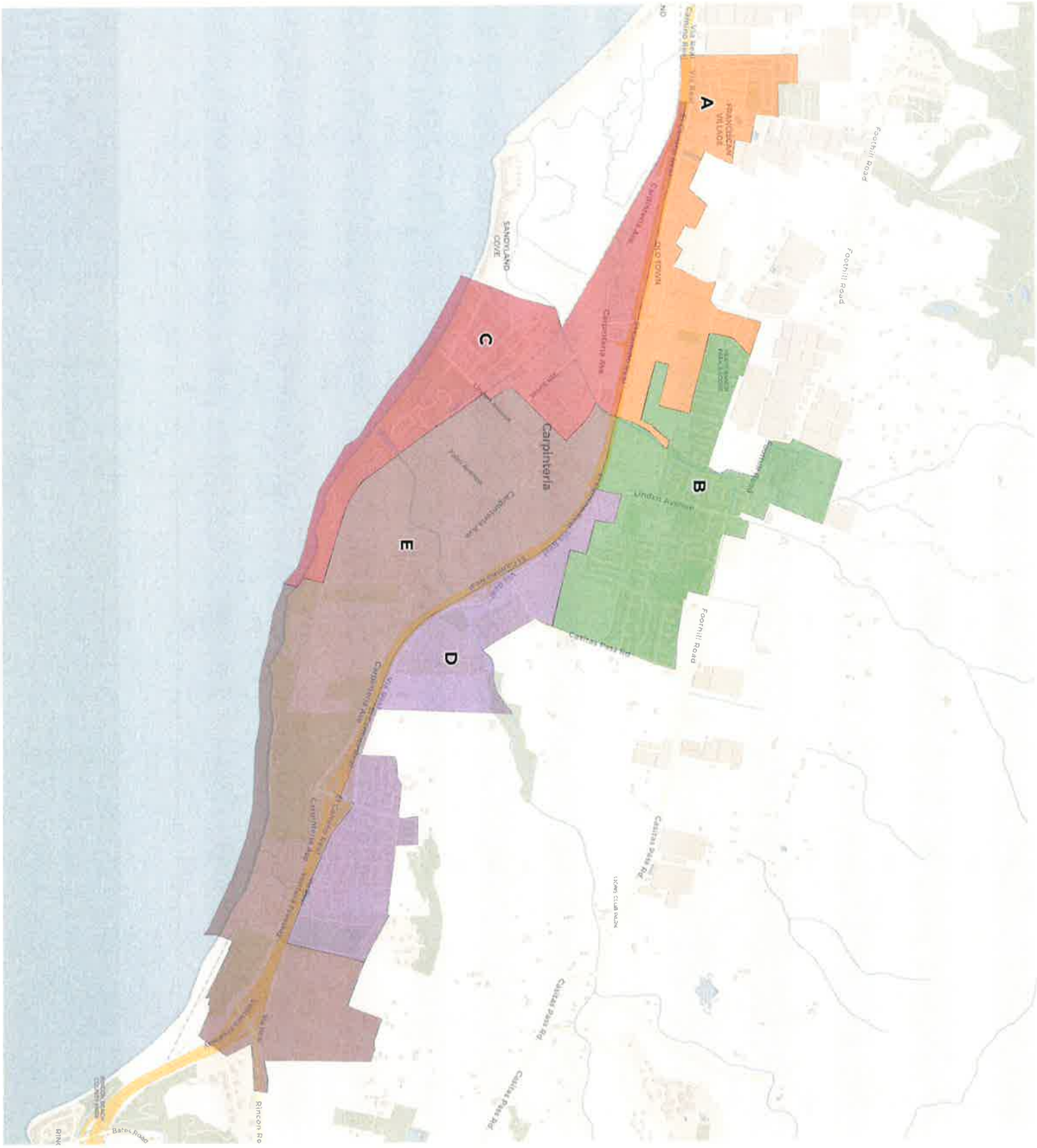
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ATTACHMENT A

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)

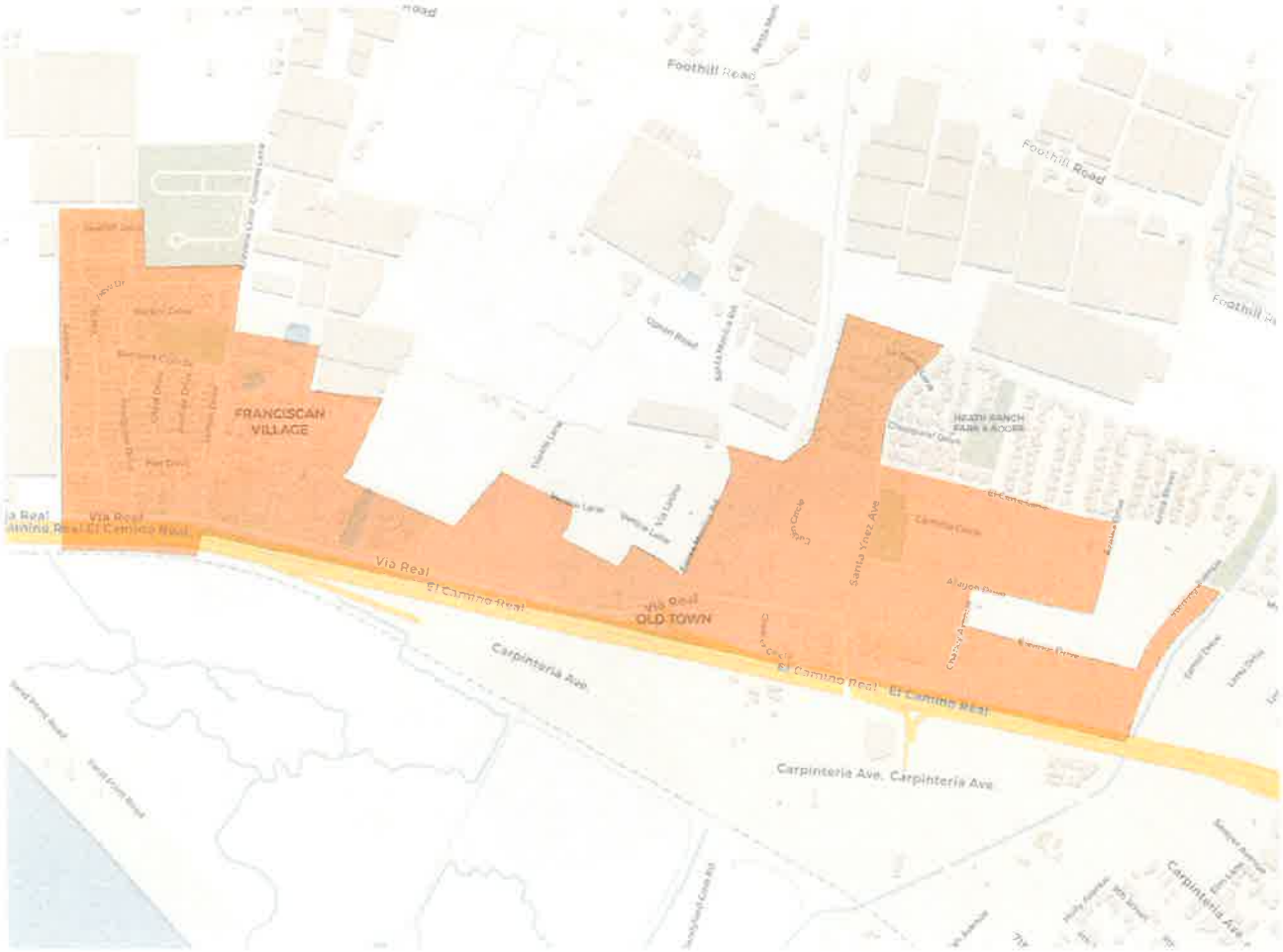
	A	B	C	D	E
Total CVAP	1,792	1,868	1,514	1,674	1,935
Other CVAP	1,101	1,402	993	1,022	1,482
Other CVAP %	61.4%	75.1%	65.6%	61.1%	76.6%
Latino CVAP	671	379	517	543	427
Latino CVAP %	37.4%	20.3%	34.1%	32.4%	22.1%
Asian CVAP	14	87	4	81	12
Asian CVAP %	0.8%	4.7%	0.3%	4.8%	0.6%
Black CVAP	6	0	0	28	14
Black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

REDISTRICTING PARTNERS

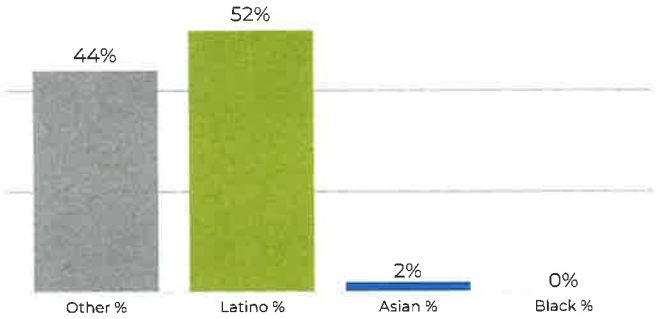
City of Carpinteria

Draft Plan A

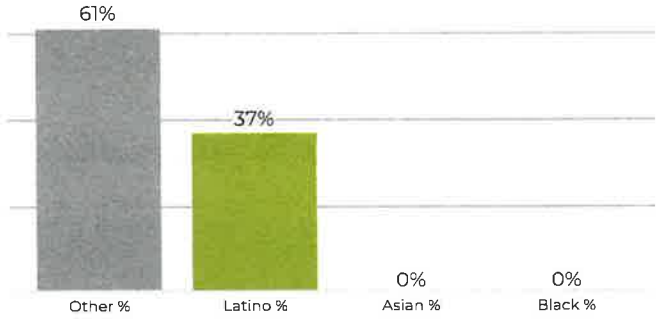
District A



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%

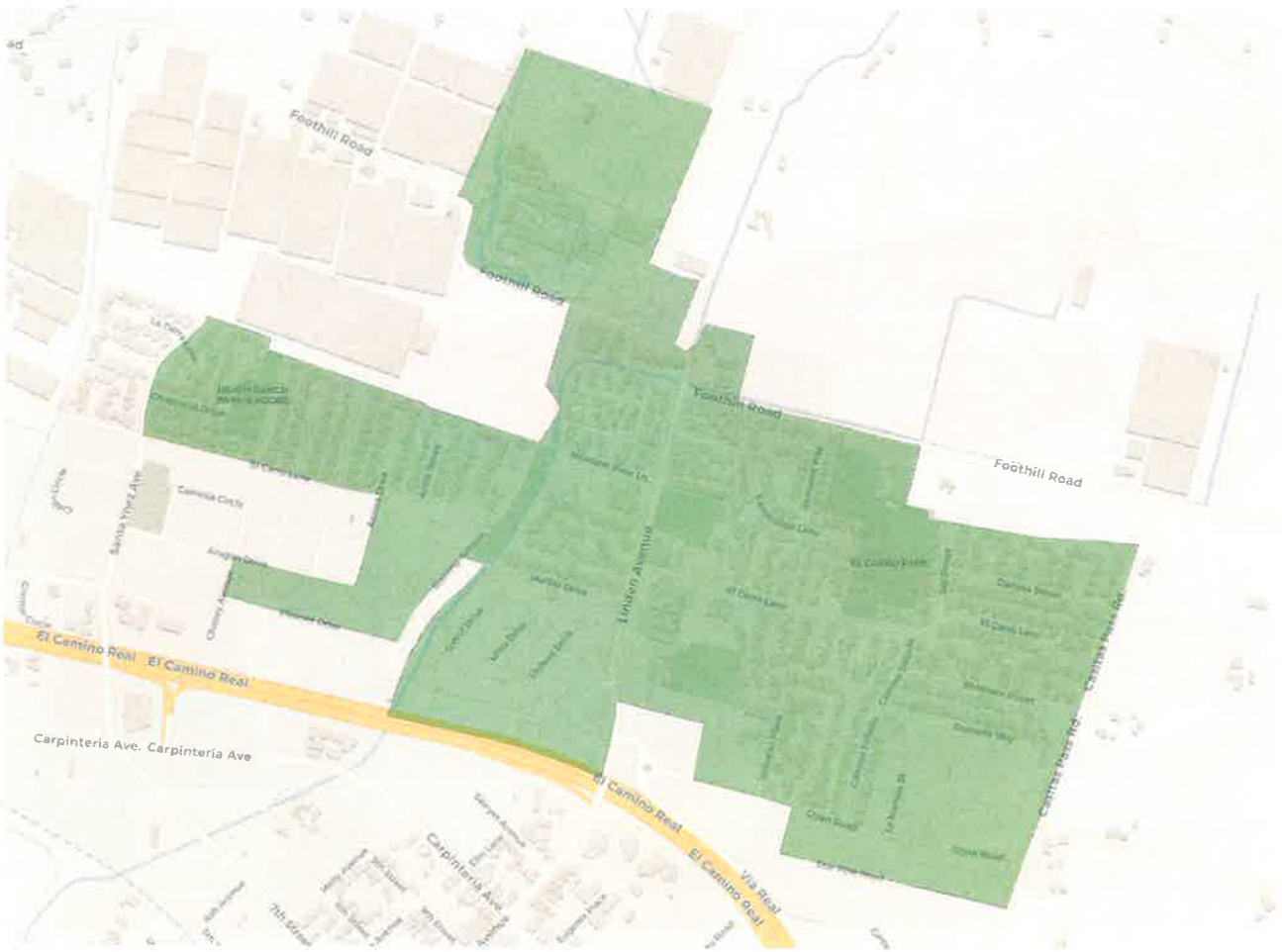
Total CVAP	Other CVAP	Other CVAP %	Latino CVAP	Latino CVAP %	Asian CVAP	Asian CVAP %	Black CVAP	Black CVAP %
1,792	1,101	61.4%	671	37.4%	14	0.8%	6	0.3%

REDISTRICTING PARTNERS

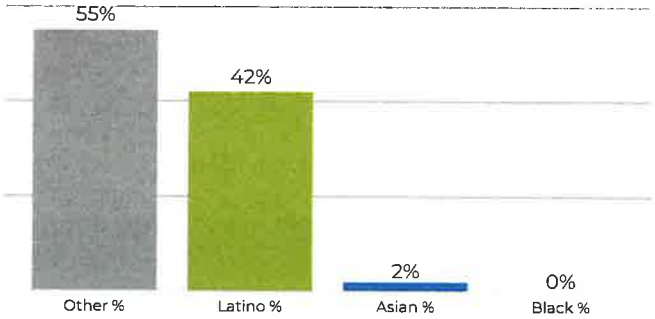
City of Carpinteria

Draft Plan A

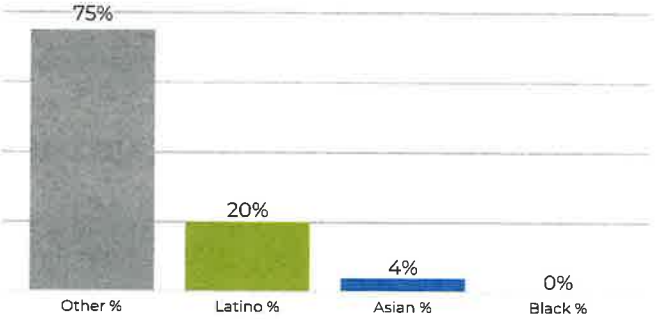
District B



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%

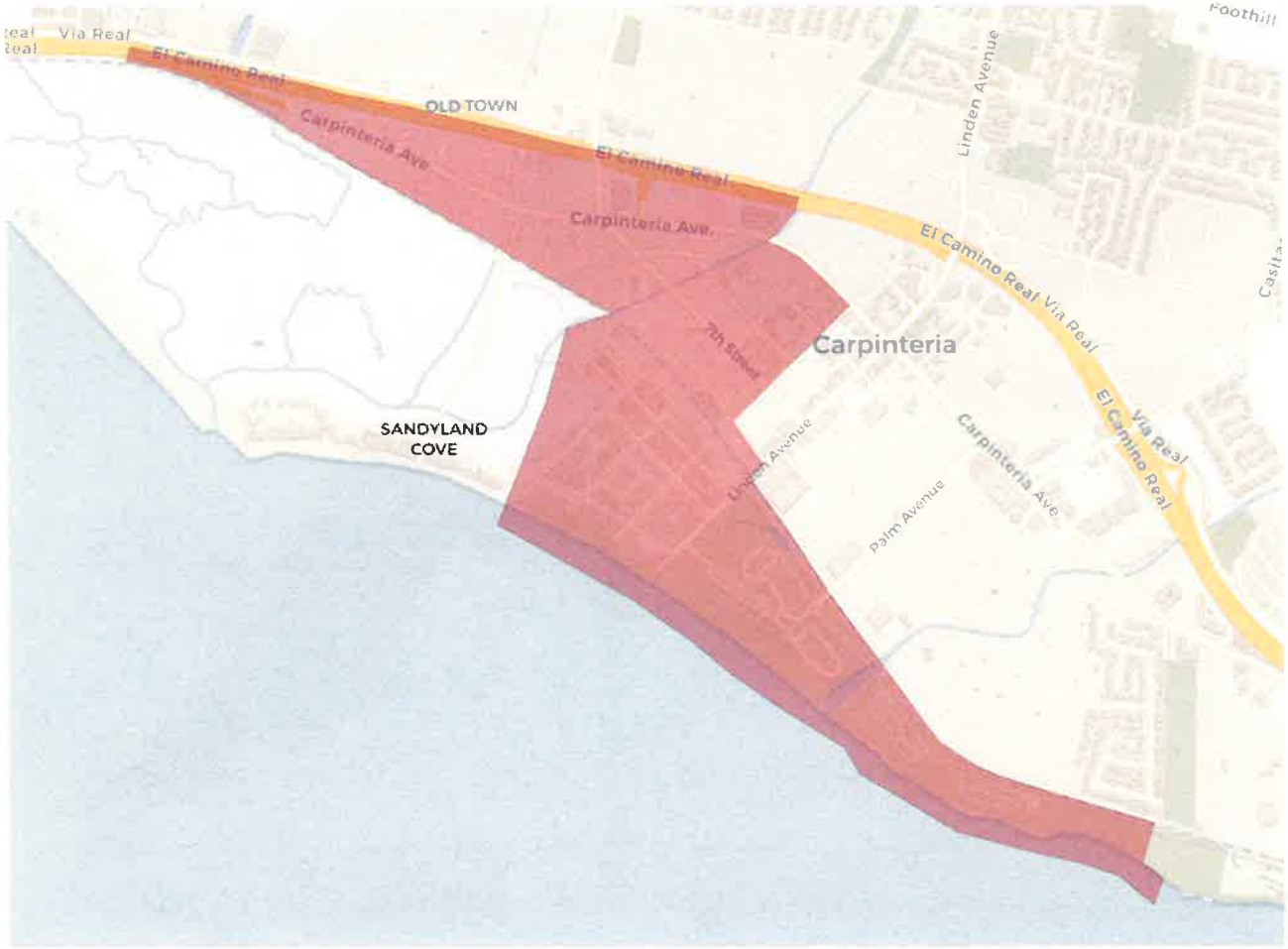
Total CVAP	Other CVAP	Other CVAP %	Latino CVAP	Latino CVAP %	Asian CVAP	Asian CVAP %	Black CVAP	Black CVAP %
1,868	1,402	75.1%	379	20.3%	87	4.7%	0	0.0%

REDISTRICTING PARTNERS

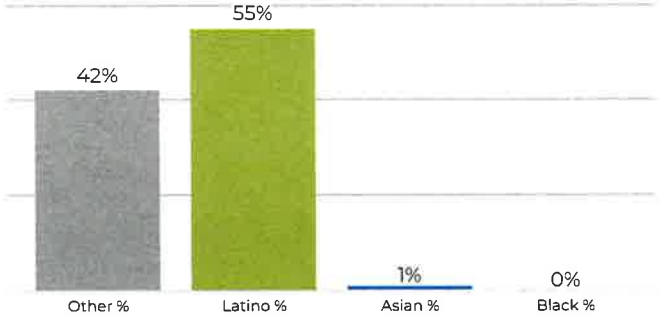
City of Carpinteria

Draft Plan A

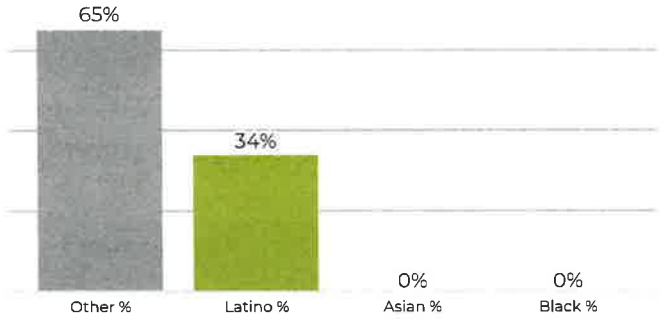
District C

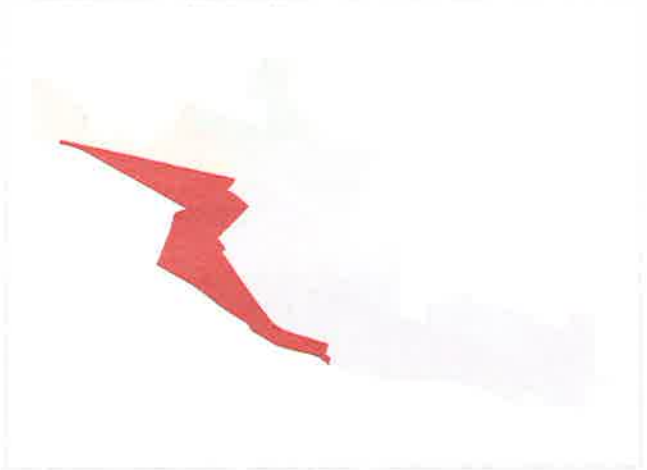


2020 Census



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%

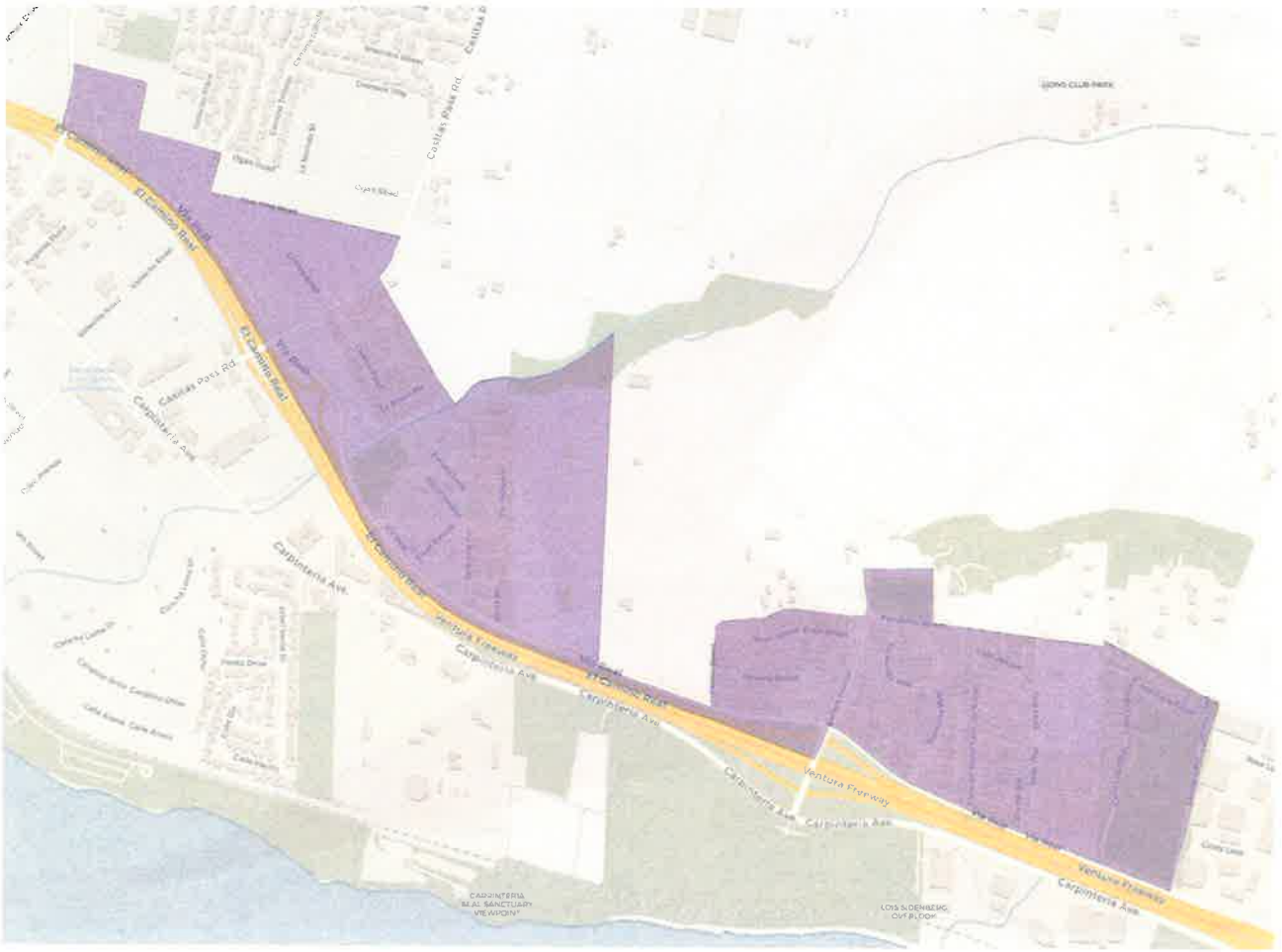
Total CVAP	Other CVAP	Other CVAP %	Latino CVAP	Latino CVAP %	Asian CVAP	Asian CVAP %	Black CVAP	Black CVAP %
1,514	993	65.6%	517	34.1%	4	0.3%	0	0.0%

REDISTRICTING PARTNERS

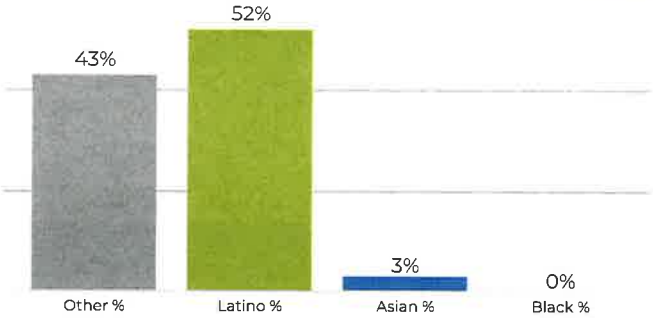
City of Carpinteria

Draft Plan A

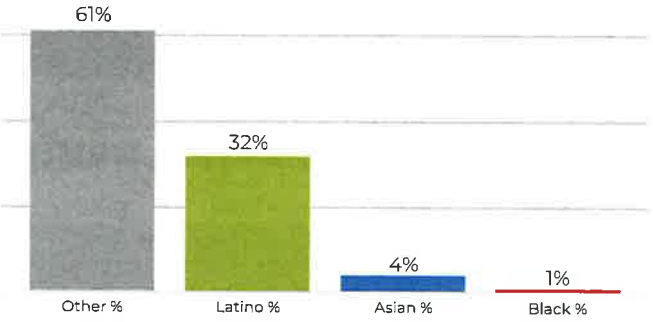
District D

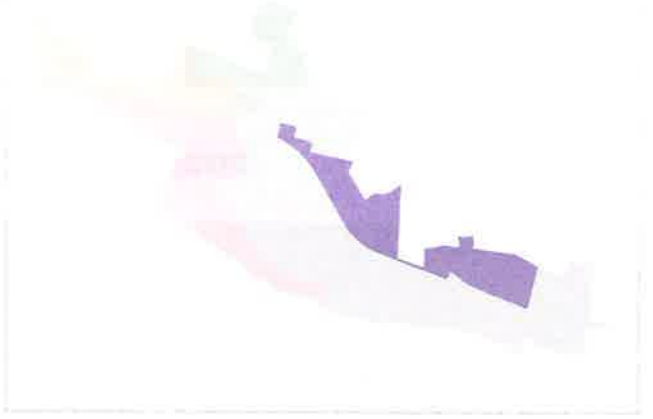


2020 Census



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

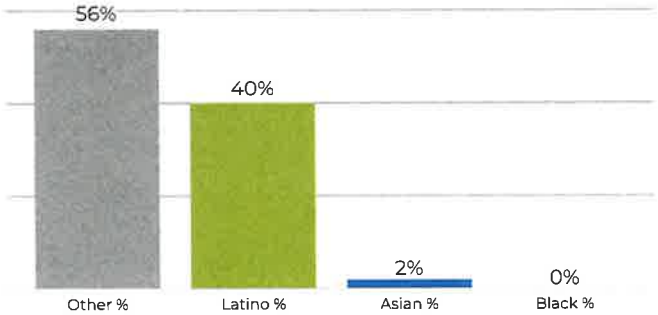
City of Carpinteria

Draft Plan A

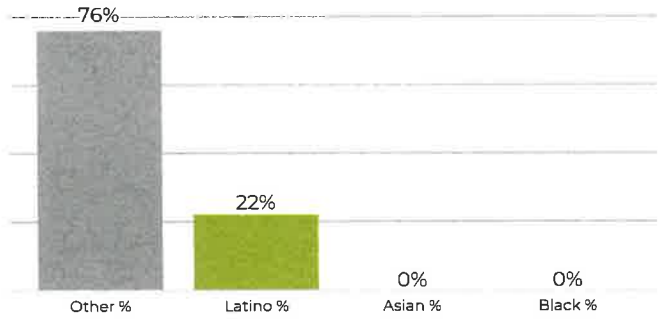
District E

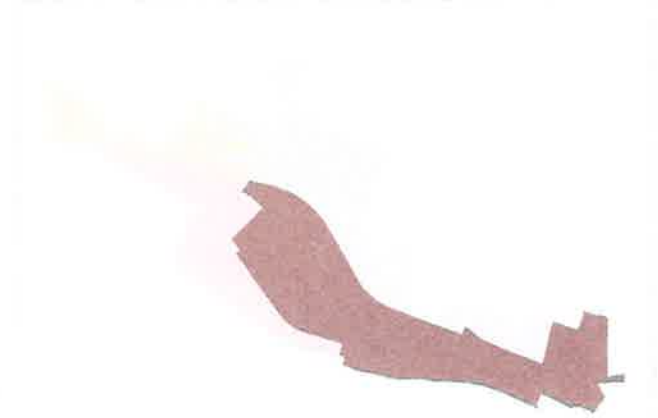


2020 Census



Citizen Voting Age Population





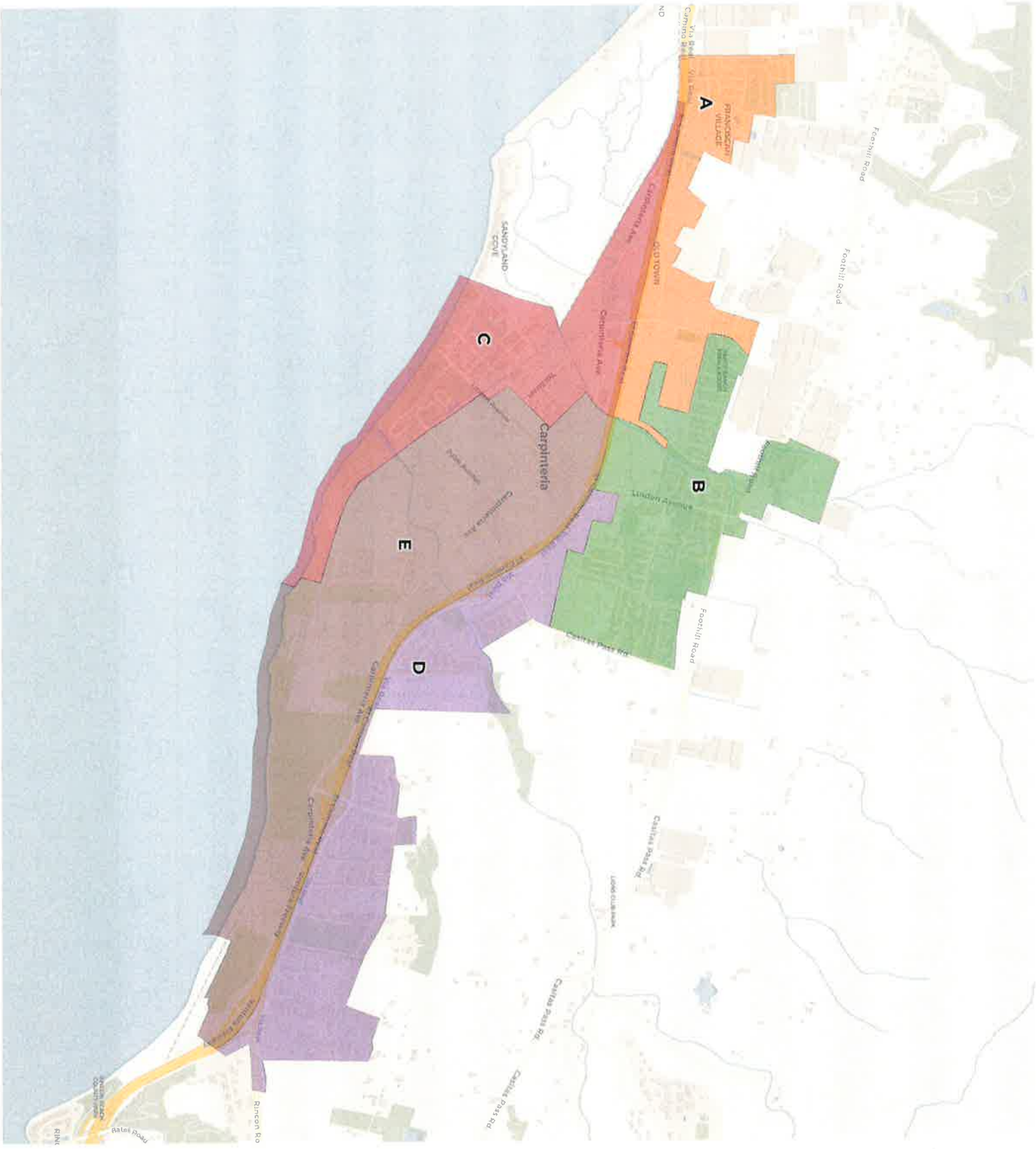
Population	Deviation	Deviation %	Other	Other %	Latino	Latino %	Asian	Asian %	Black	Black %
2,567	-92	-3.5%	1,443	56.2%	1,048	40.8%	61	2.4%	15	0.6%

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%

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)

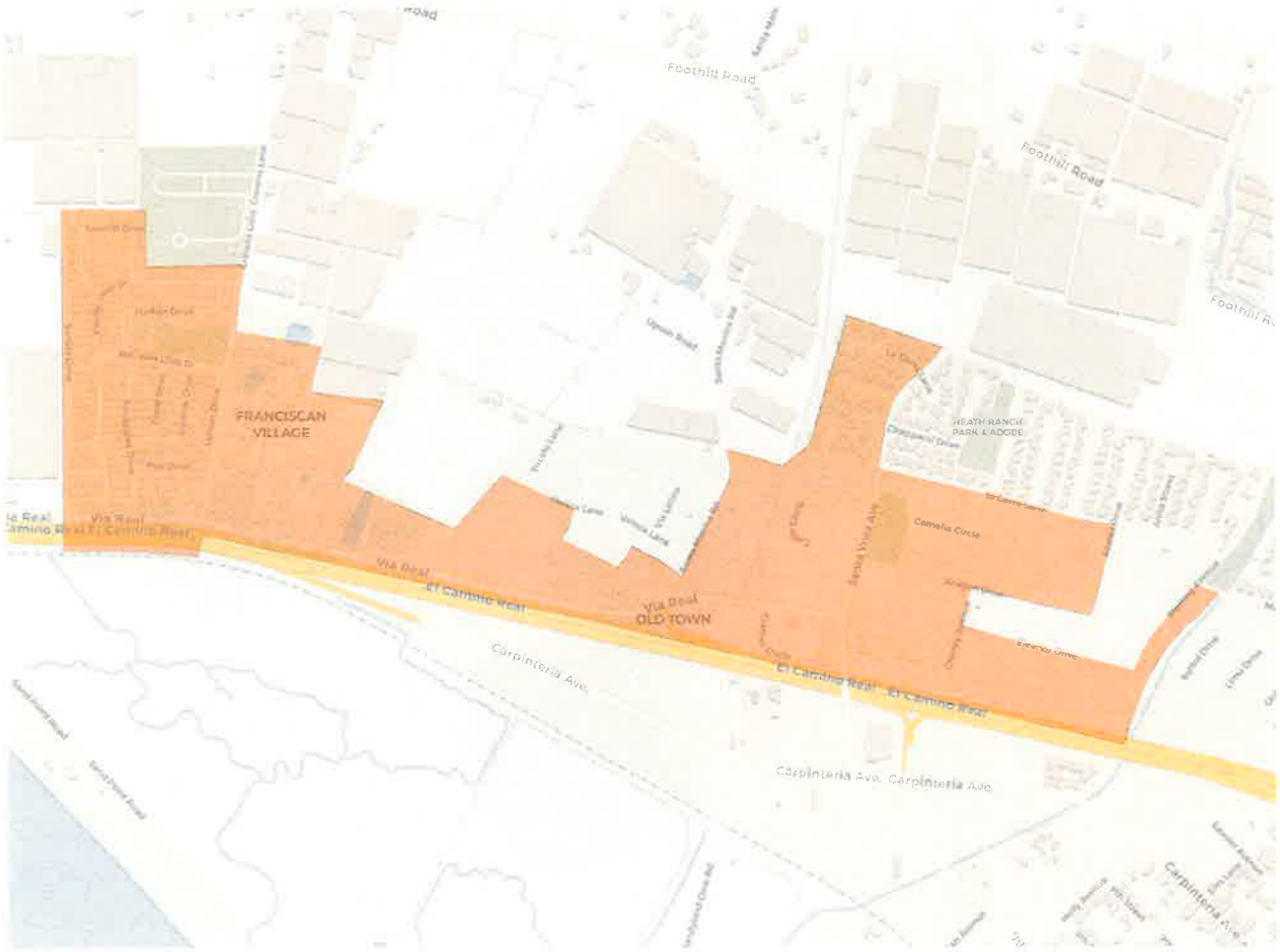
	A	B	C	D	E
Total CVAP	1,792	1,868	1,476	1,701	1,946
Other CVAP	1,101	1,402	976	1,037	1,484
Other CVAP %	61.4%	75.1%	66.1%	61.0%	76.3%
Latino CVAP	671	379	496	551	440
Latino CVAP %	37.4%	20.3%	33.6%	32.4%	22.6%
Asian CVAP	14	87	4	85	8
Asian CVAP %	0.8%	4.7%	0.3%	5.0%	0.4%
Black CVAP	6	0	0	28	14
Black CVAP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

REDISTRICTING PARTNERS

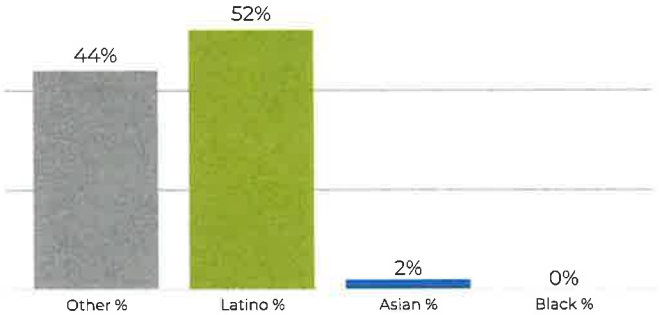
City of Carpinteria

Draft Plan A2

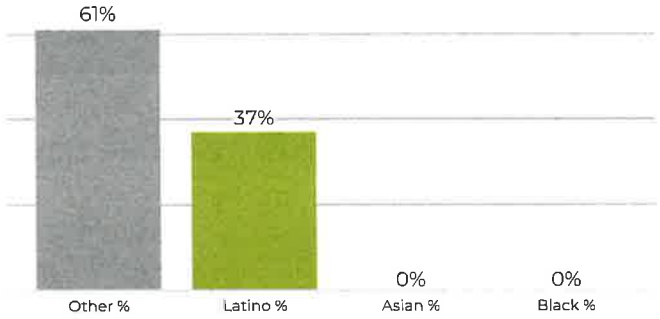
District A



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%

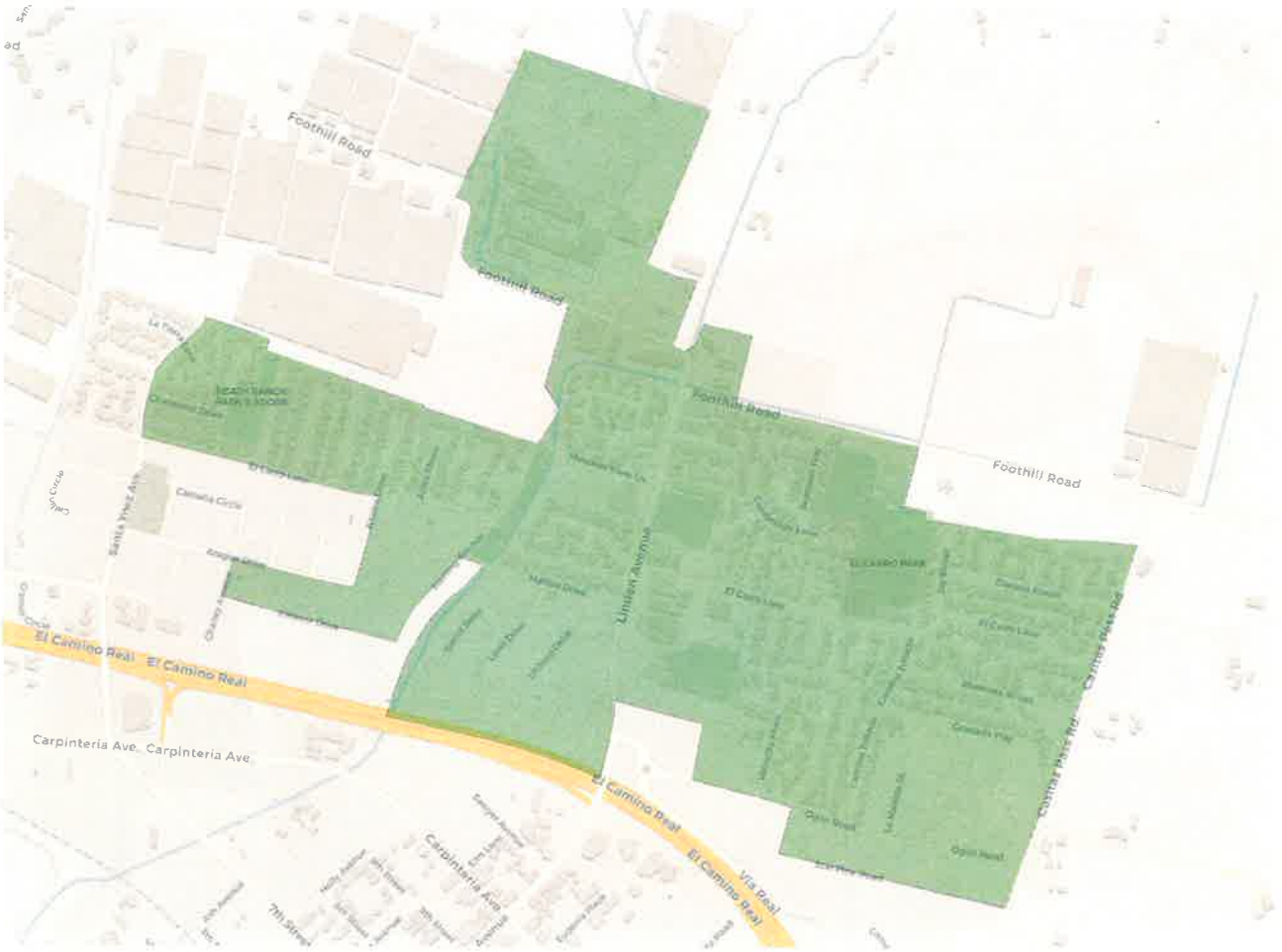
Total CVAP	Other CVAP	Other CVAP %	Latino CVAP	Latino CVAP %	Asian CVAP	Asian CVAP %	Black CVAP	Black CVAP %
1,792	1,101	61.4%	671	37.4%	14	0.8%	6	0.3%

REDISTRICTING PARTNERS

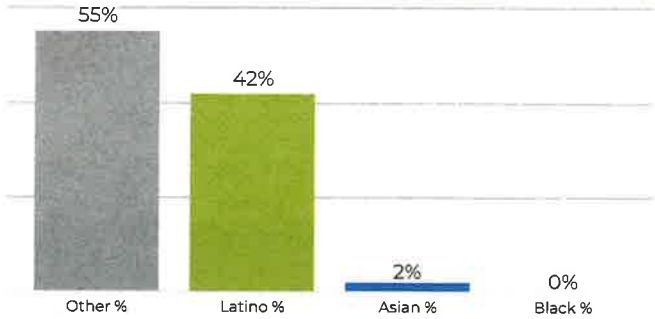
City of Carpinteria

Draft Plan A2

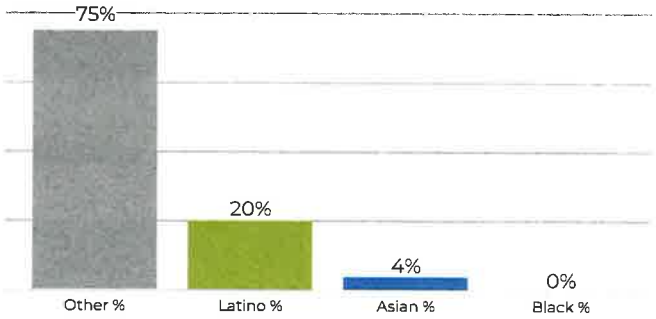
District B

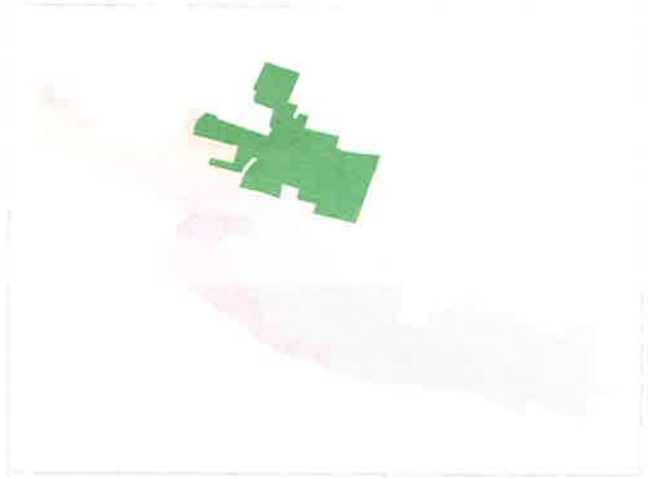


2020 Census



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%

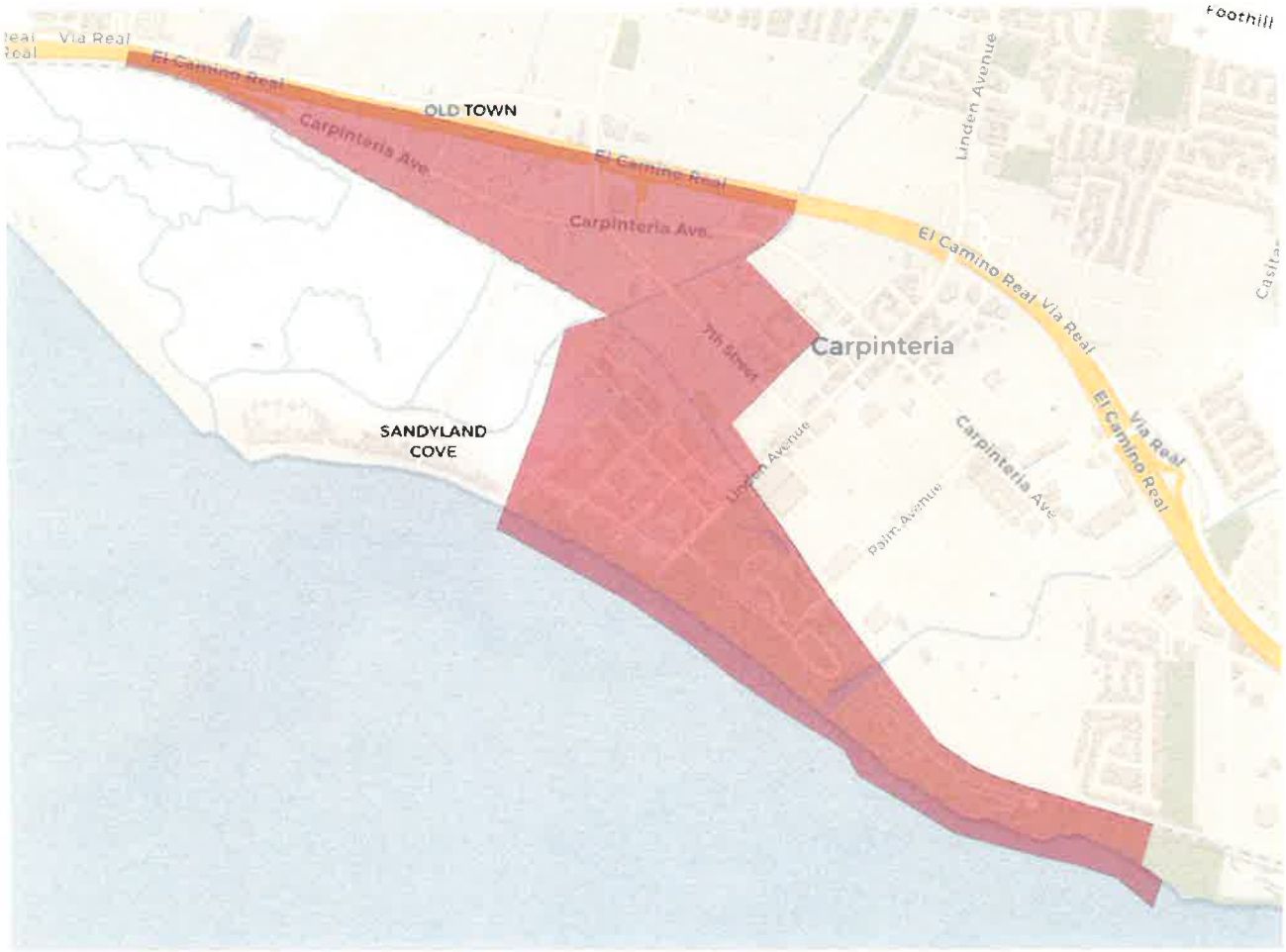
Total CVAP	Other CVAP	Other CVAP %	Latino CVAP	Latino CVAP %	Asian CVAP	Asian CVAP %	Black CVAP	Black CVAP %
1,868	1,402	75.1%	379	20.3%	87	4.7%	0	0.0%

REDISTRICTING PARTNERS

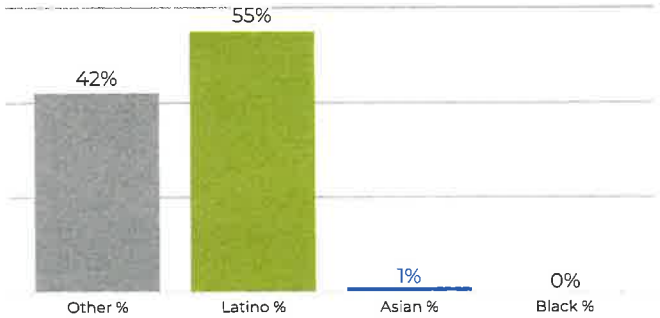
City of Carpinteria

Draft Plan A2

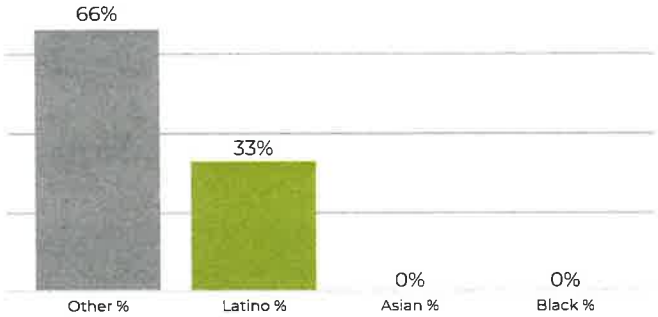
District C



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%

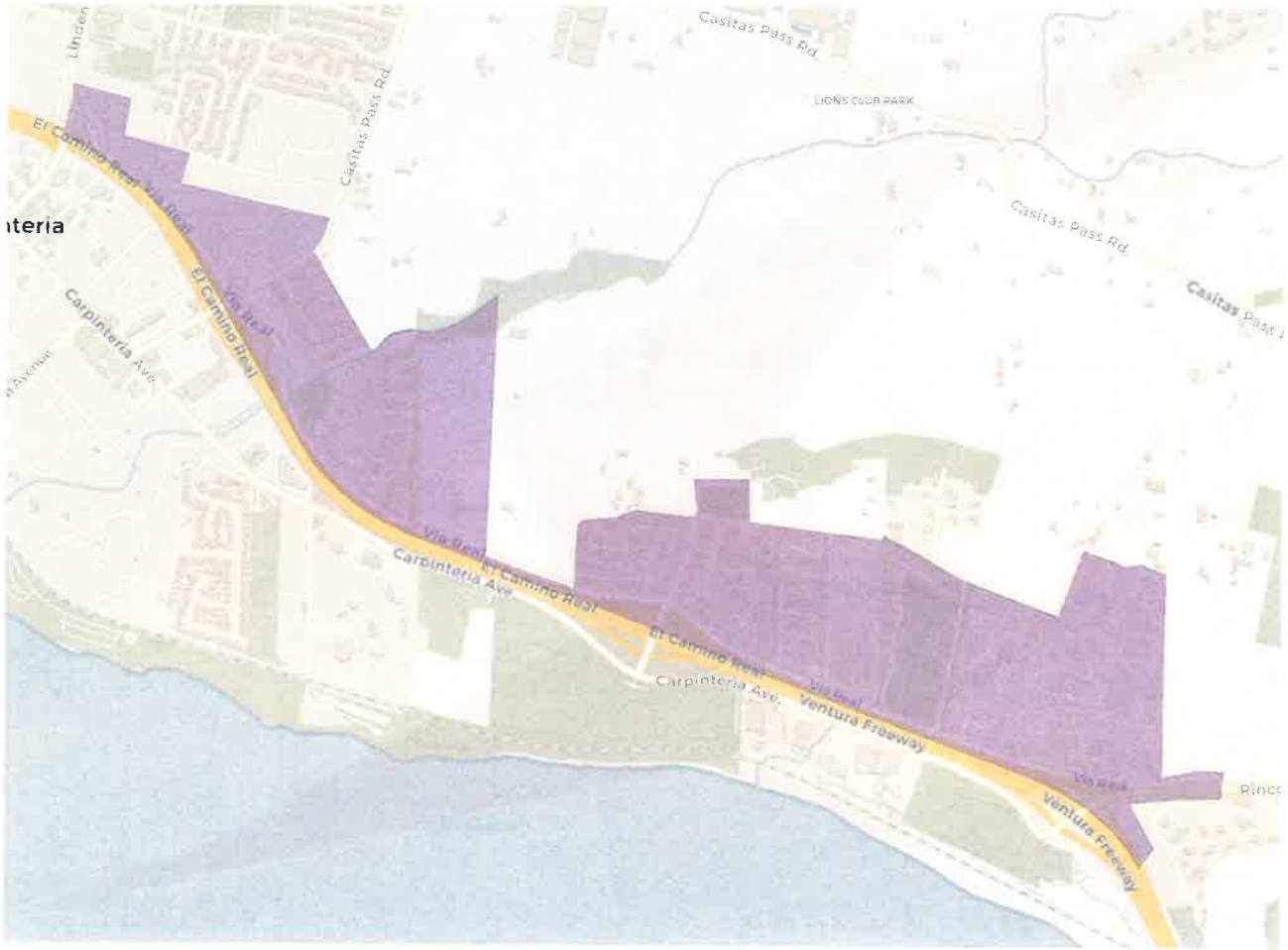
Total CVAP	Other CVAP	Other CVAP %	Latino CVAP	Latino CVAP %	Asian CVAP	Asian CVAP %	Black CVAP	Black CVAP %
1,476	976	66.1%	496	33.6%	4	0.3%	0	0.0%

REDISTRICTING PARTNERS

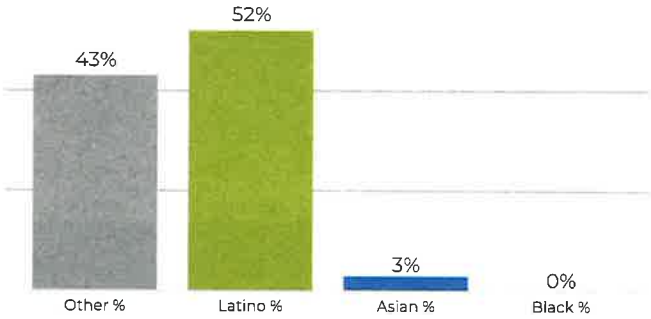
City of Carpinteria

Draft Plan A2

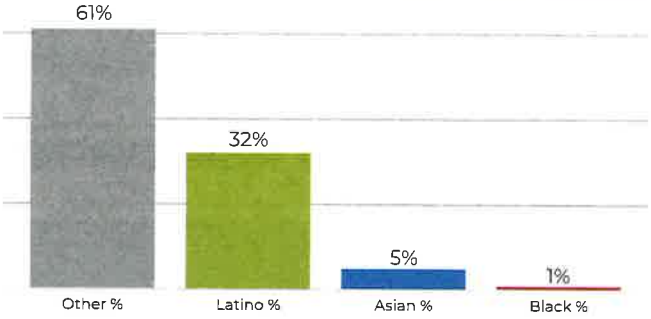
District D

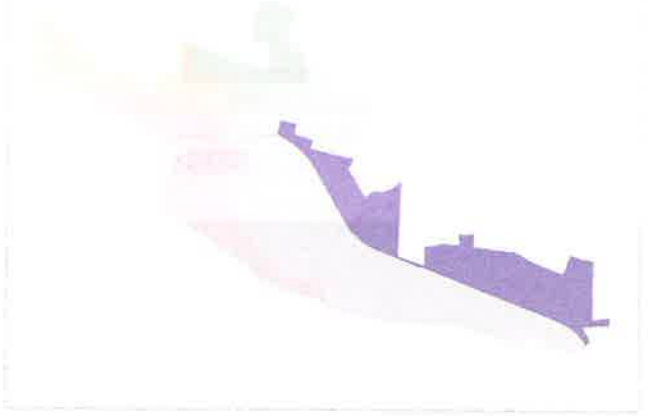


2020 Census



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%

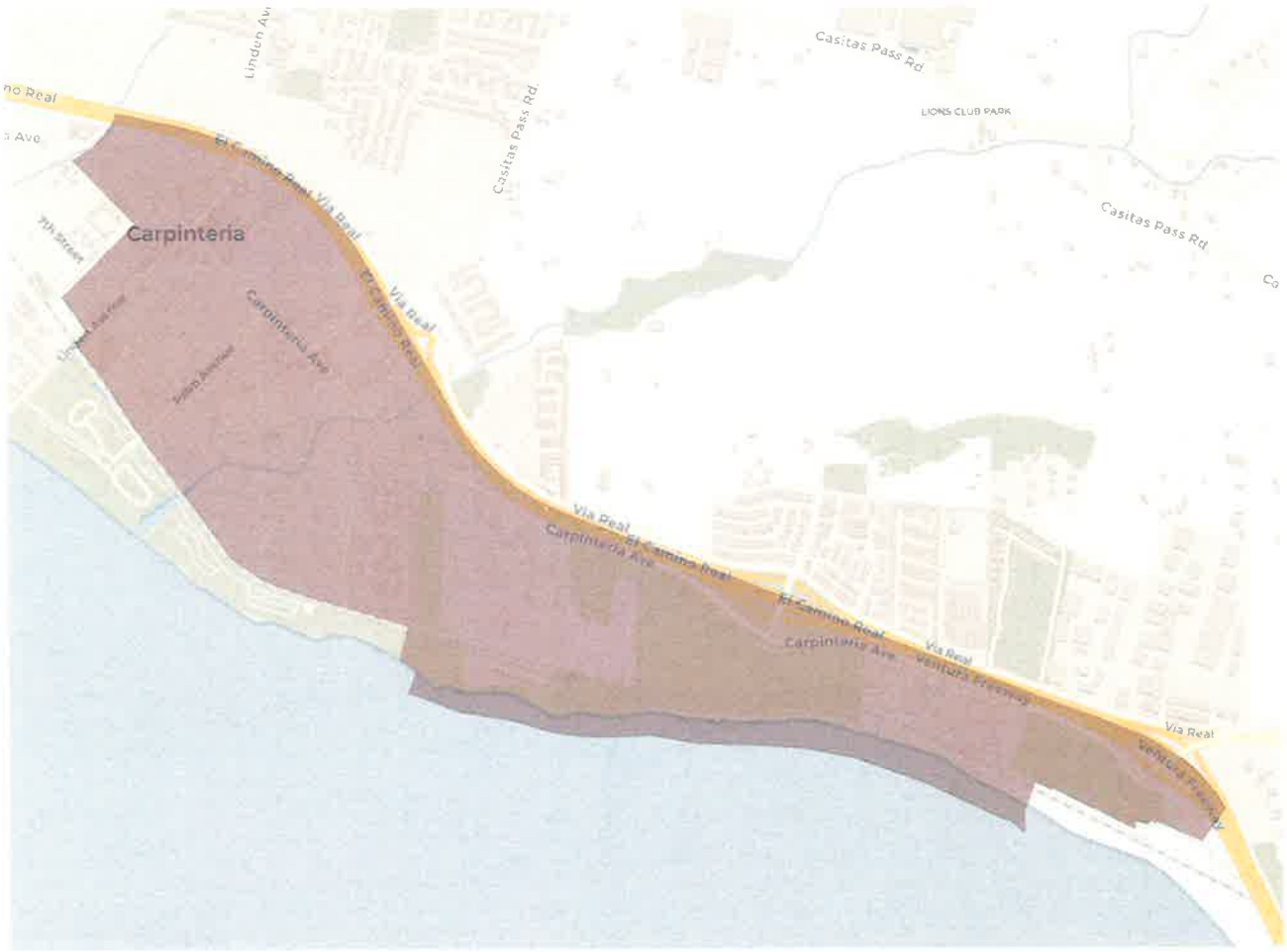
Total CVAP	Other CVAP	Other CVAP %	Latino CVAP	Latino CVAP %	Asian CVAP	Asian CVAP %	Black CVAP	Black CVAP %
1,701	1,037	61.0%	551	32.4%	85	5.0%	28	1.6%

REDISTRICTING PARTNERS

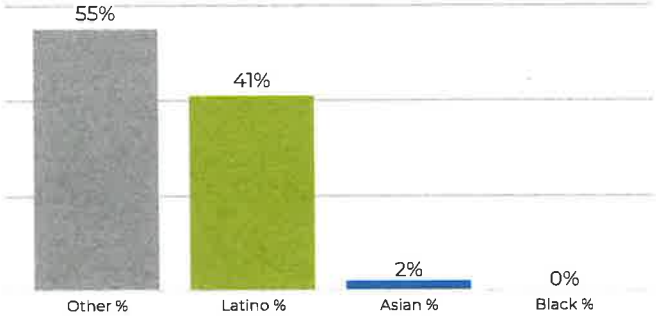
City of Carpinteria

Draft Plan A2

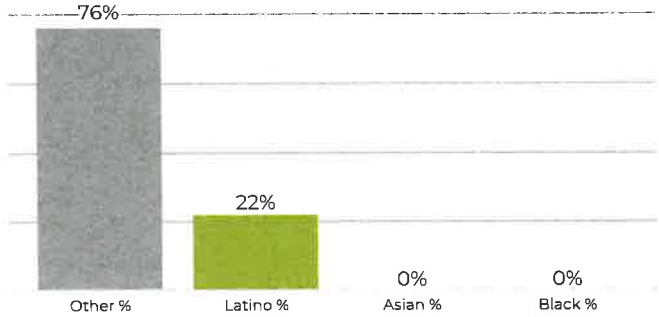
District E

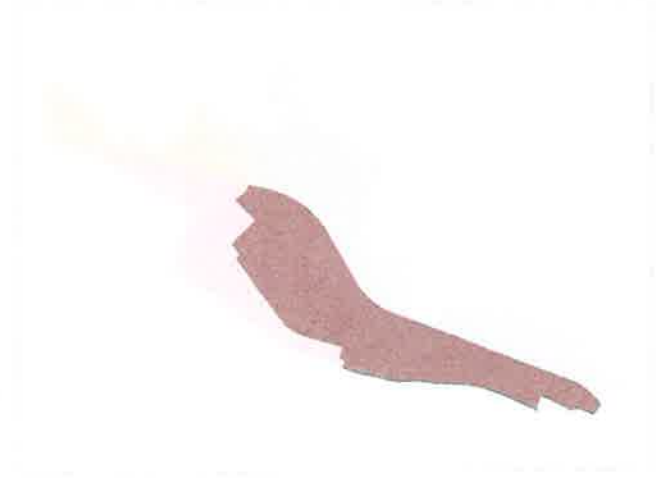


2020 Census



Citizen Voting Age Population





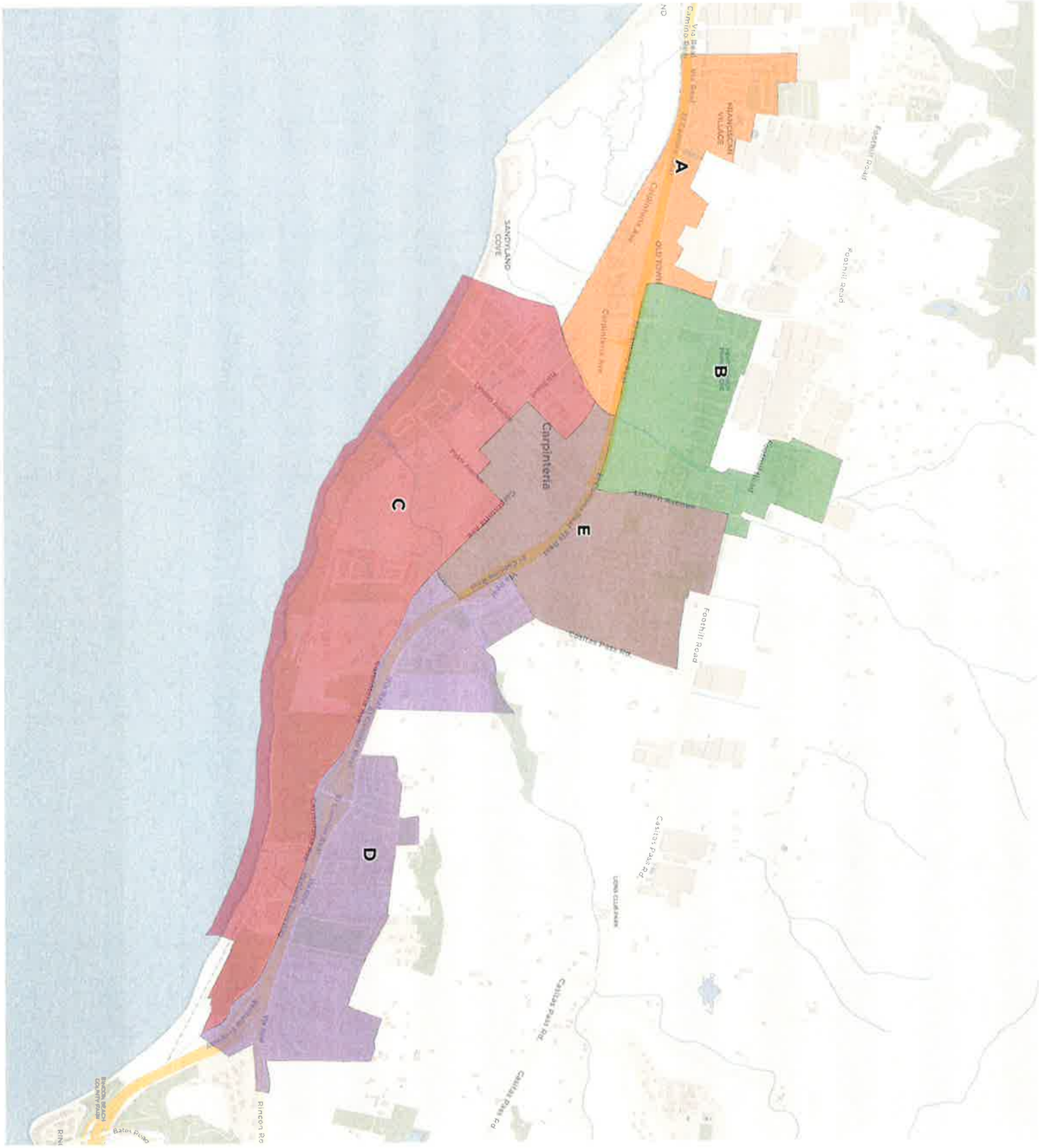
Population	Deviation	Deviation %	Other	Other %	Latino	Latino %	Asian	Asian %	Black	Black %
2,573	-86	-3.2%	1,435	55.8%	1,063	41.3%	60	2.3%	15	0.6%

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%

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

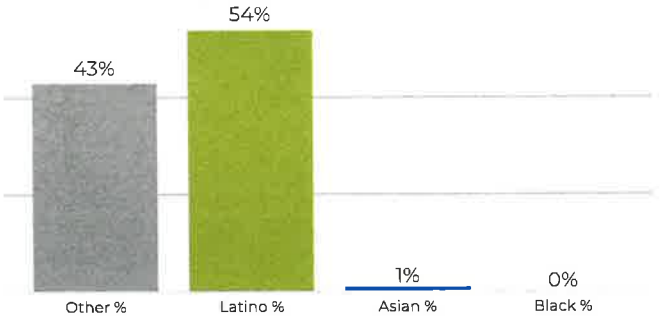
City of Carpinteria

Draft Plan B

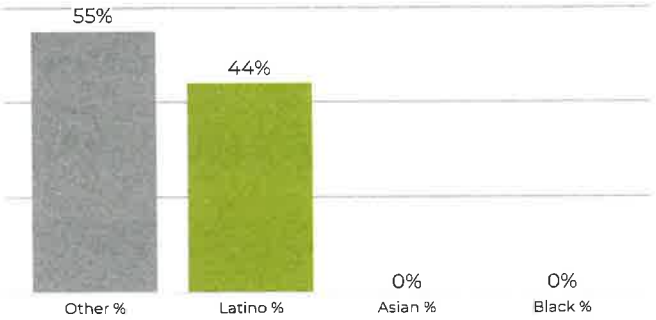
District A



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%

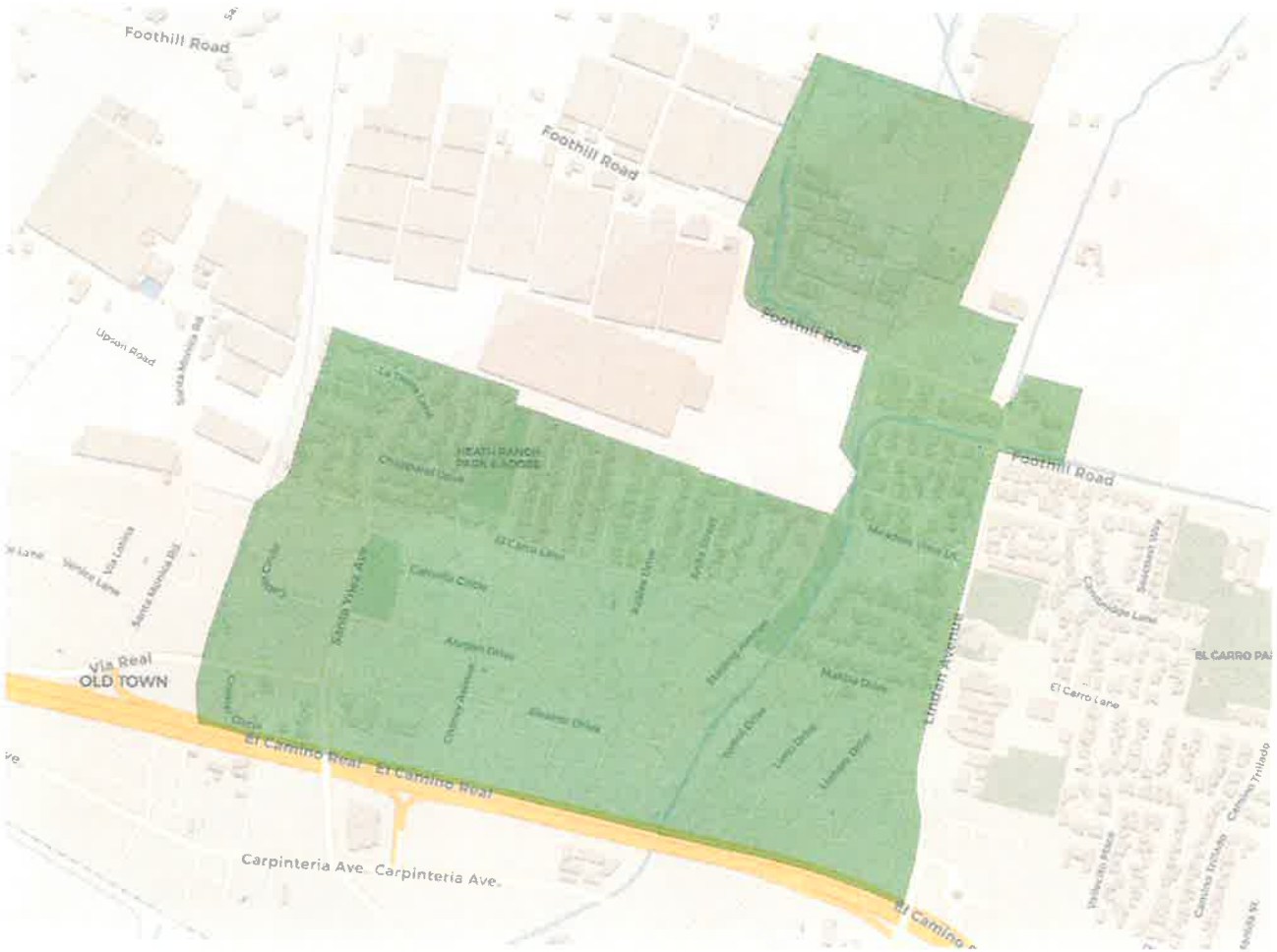
Total CVAP	Other CVAP	Other CVAP %	Latino CVAP	Latino CVAP %	Asian CVAP	Asian CVAP %	Black CVAP	Black CVAP %
1,494	826	55.3%	664	44.4%	4	0.3%	0	0.0%

REDISTRICTING PARTNERS

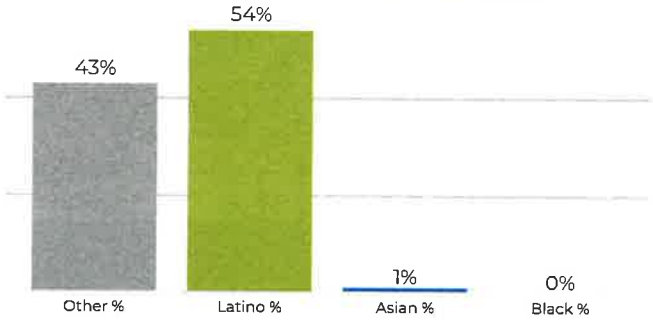
City of Carpinteria

Draft Plan B

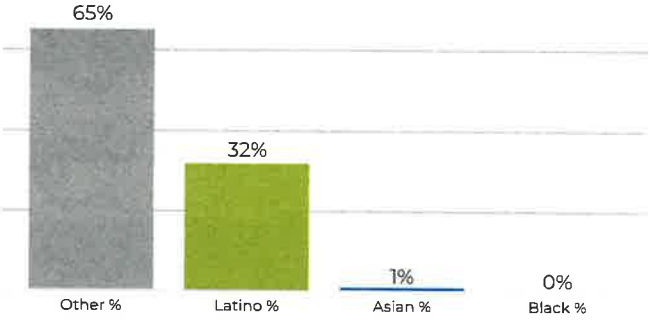
District B



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%

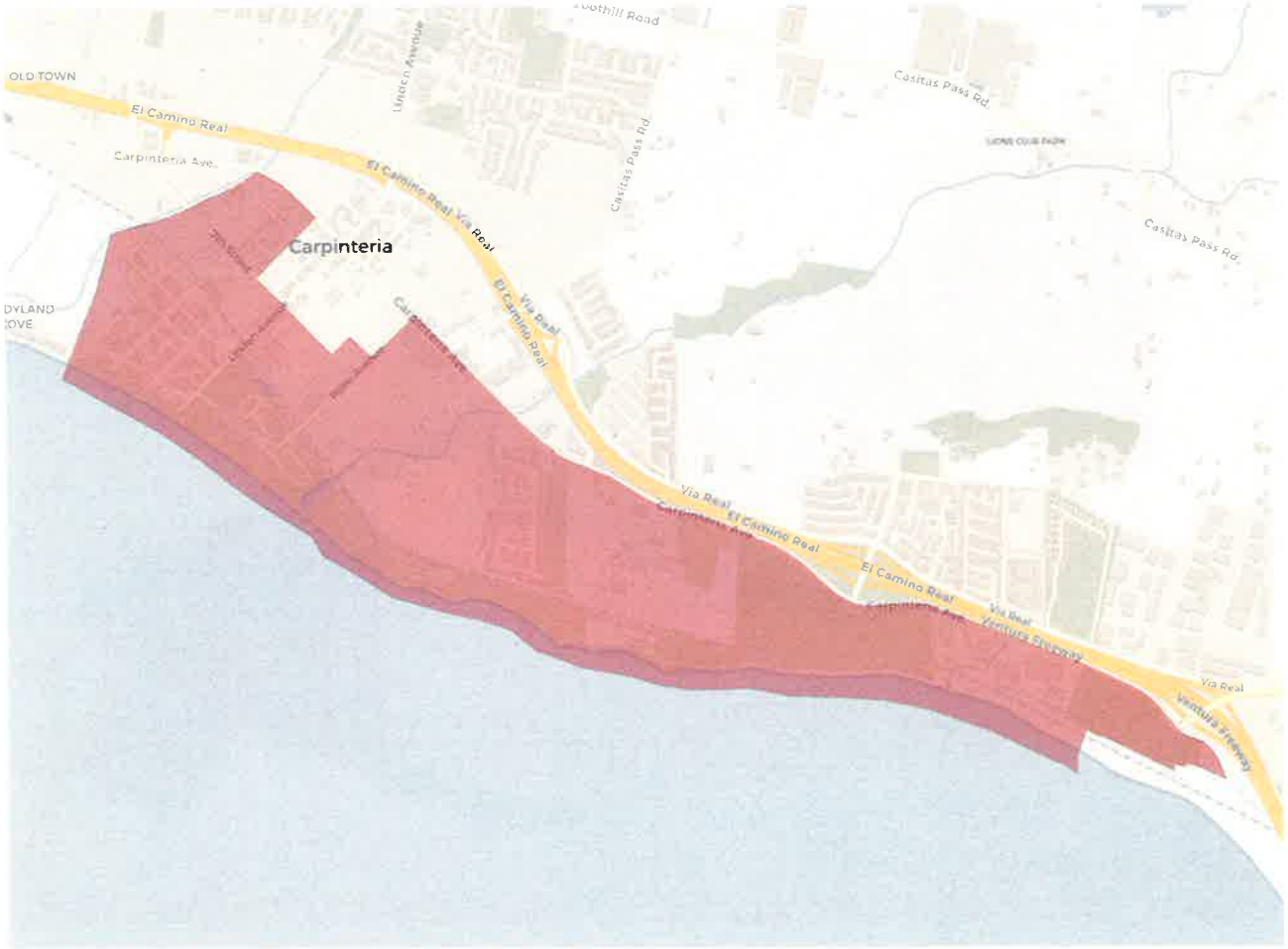
Total CVAP	Other CVAP	Other CVAP %	Latino CVAP	Latino CVAP %	Asian CVAP	Asian CVAP %	Black CVAP	Black CVAP %
1,416	928	65.5%	460	32.5%	22	1.6%	6	0.4%

REDISTRICTING PARTNERS

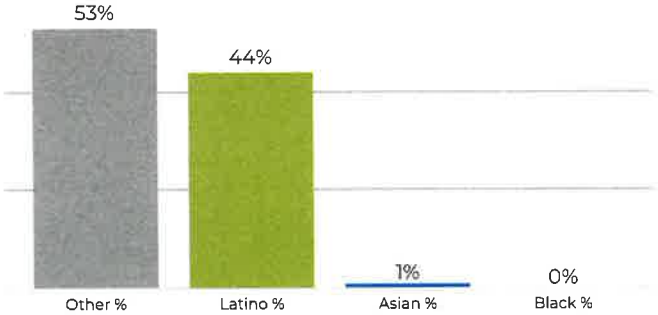
City of Carpinteria

Draft Plan B

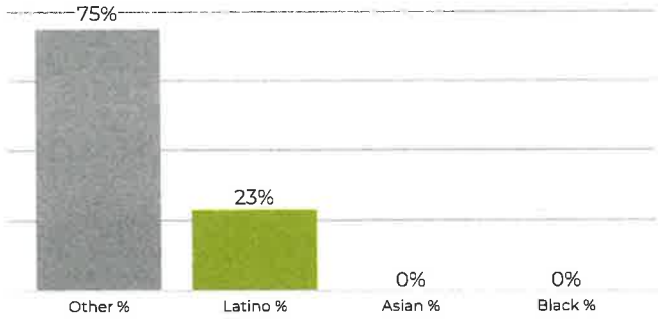
District C

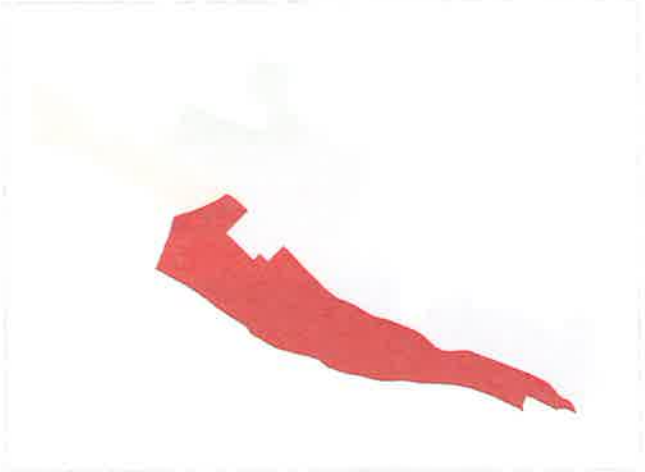


2020 Census



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

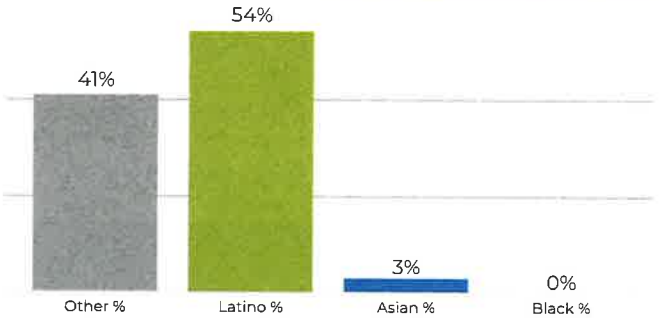
City of Carpinteria

Draft Plan B

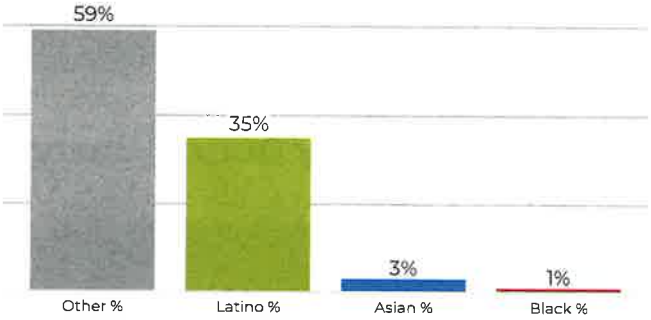
District D

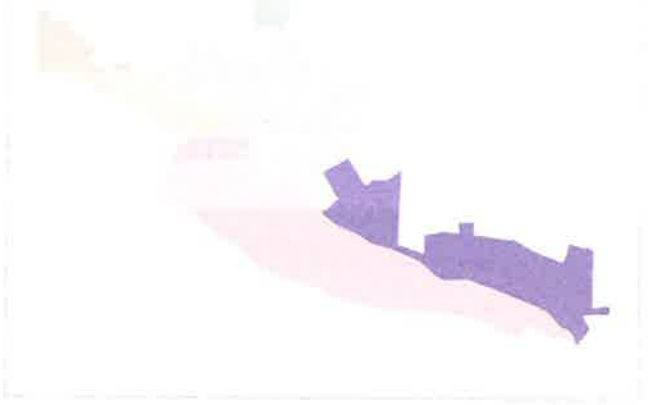


2020 Census



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%

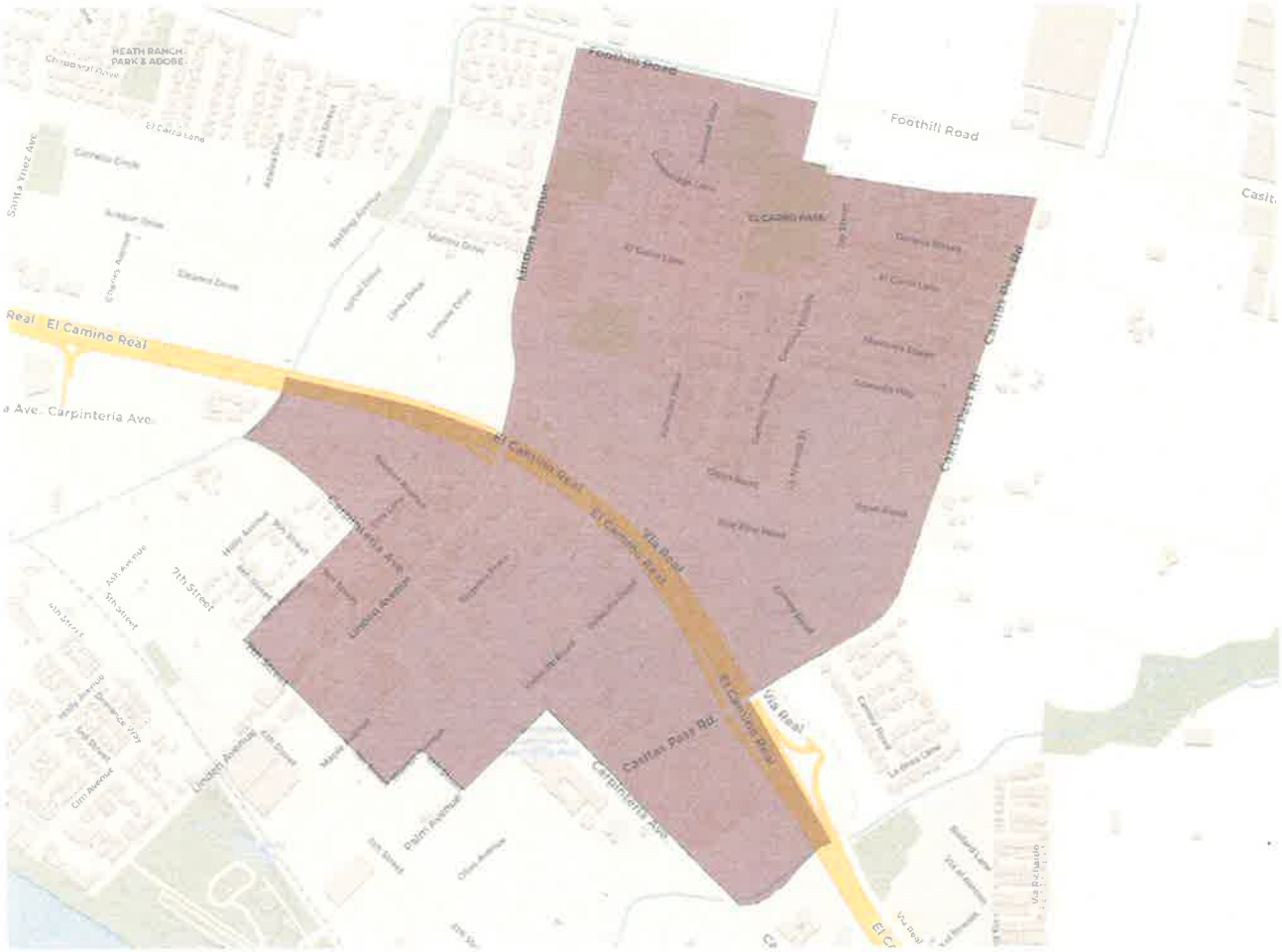
Total CVAP	Other CVAP	Other CVAP %	Latino CVAP	Latino CVAP %	Asian CVAP	Asian CVAP %	Black CVAP	Black CVAP %
1,495	884	59.1%	527	35.3%	56	3.7%	28	1.9%

REDISTRICTING PARTNERS

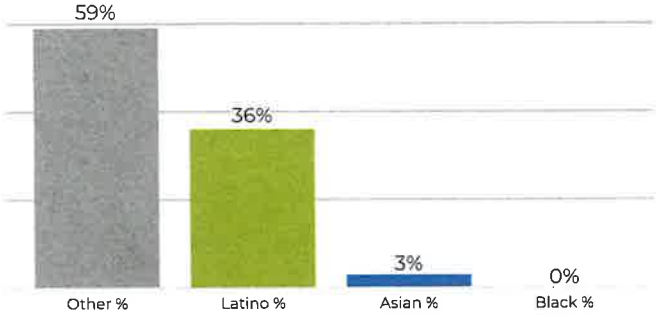
City of Carpinteria

Draft Plan B

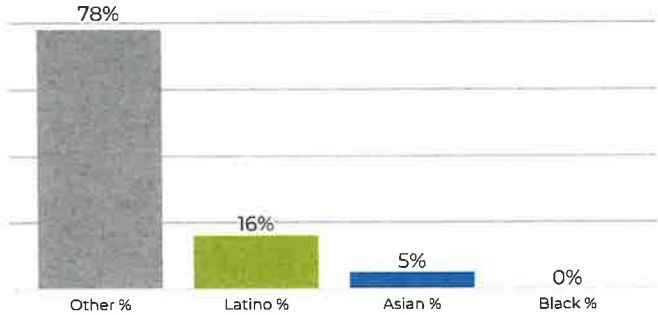
District E



2020 Census



Citizen Voting Age Population





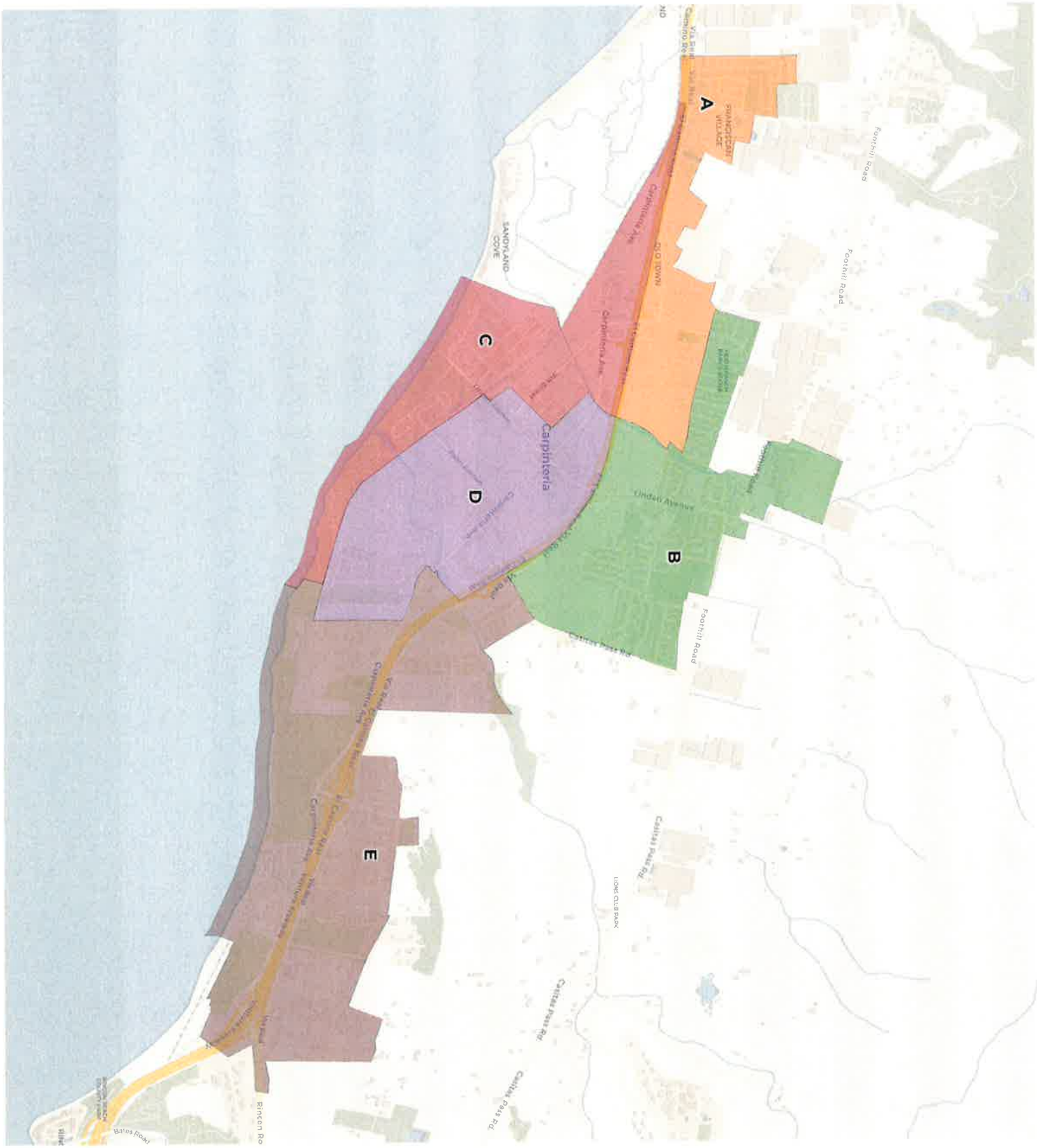
Population	Deviation	Deviation %	Other	Other %	Latino	Latino %	Asian	Asian %	Black	Black %
2,737	78	2.9%	1,631	59.6%	1,005	36.7%	94	3.4%	7	0.3%

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%

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)

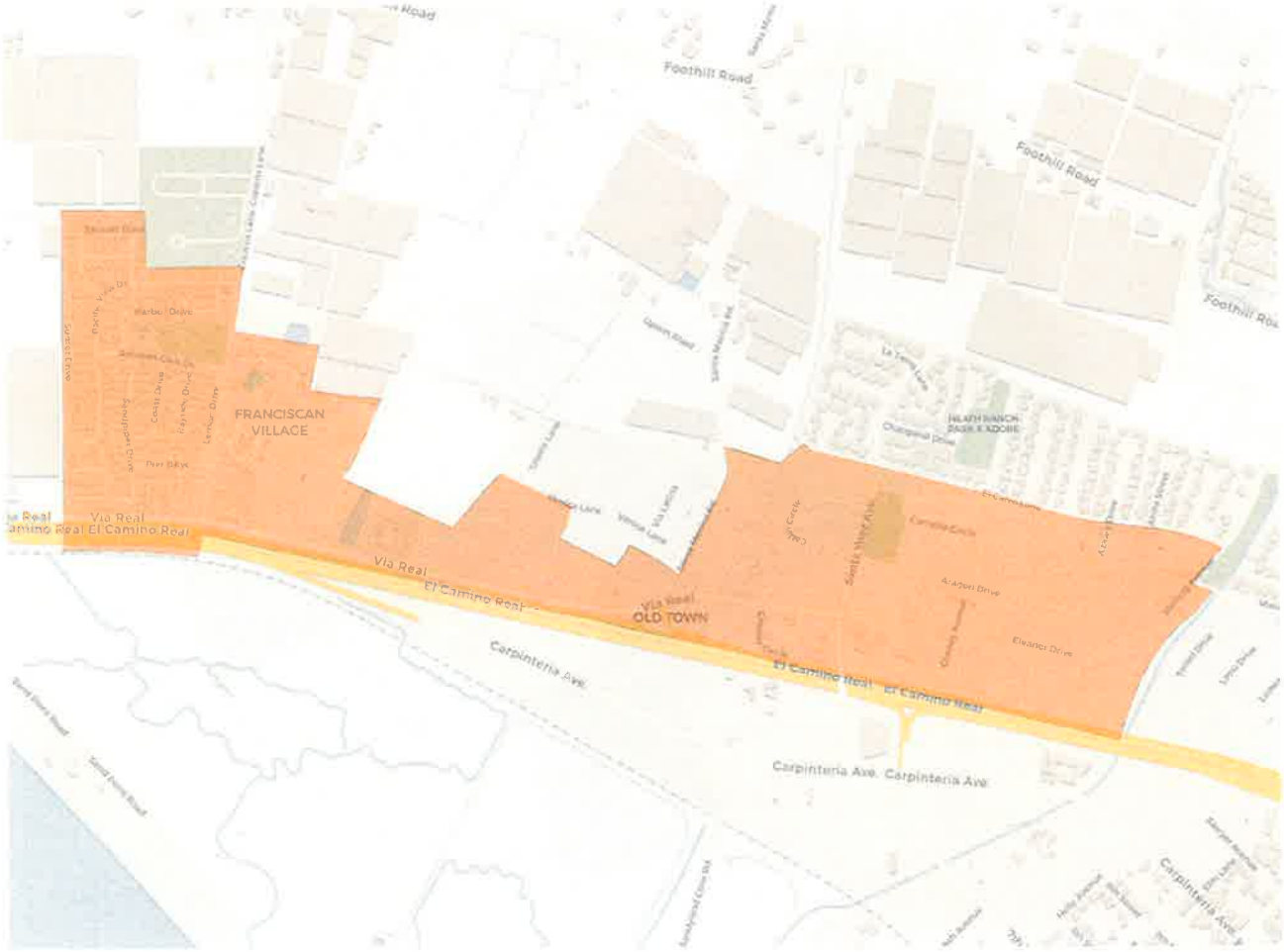
	A	B	C	D	E
Total CVAP	1,841	2,025	1,476	1,946	1,495
Other CVAP	1,126	1,530	976	1,484	884
Other CVAP %	61.2%	75.6%	66.1%	76.3%	59.1%
Latino CVAP	691	383	496	440	527
Latino CVAP %	37.5%	18.9%	33.6%	22.6%	35.3%
Asian CVAP	18	112	4	8	56
Asian CVAP %	1.0%	5.5%	0.3%	0.4%	3.7%
Black CVAP	6	0	0	14	28
Black CVAP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

REDISTRICTING PARTNERS

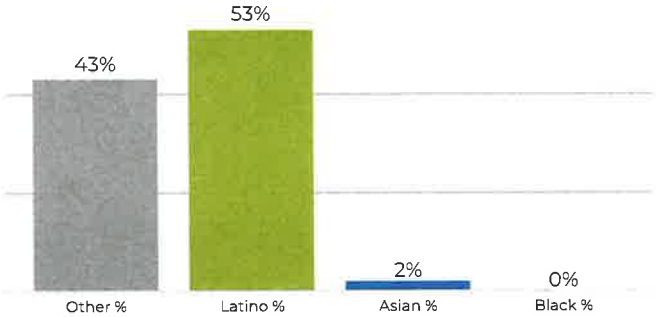
City of Carpinteria

Draft Plan C

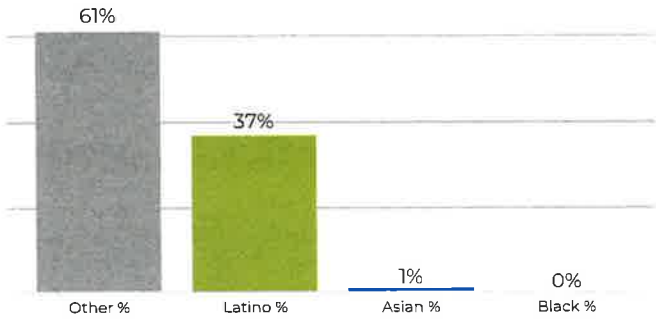
District A



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%

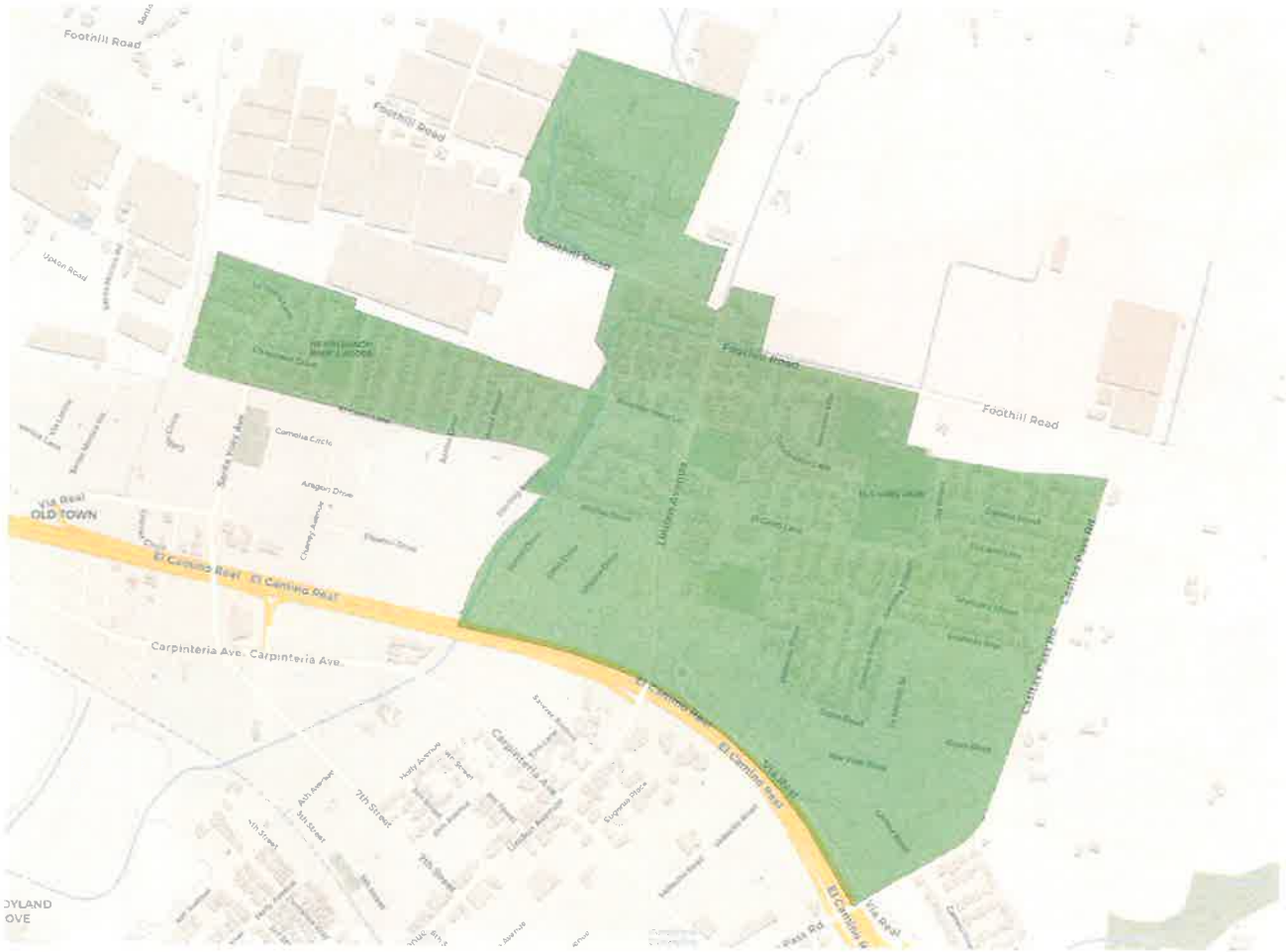
Total CVAP	Other CVAP	Other CVAP %	Latino CVAP	Latino CVAP %	Asian CVAP	Asian CVAP %	Black CVAP	Black CVAP %
1,841	1,126	61.2%	691	37.5%	18	1.0%	6	0.3%

REDISTRICTING PARTNERS

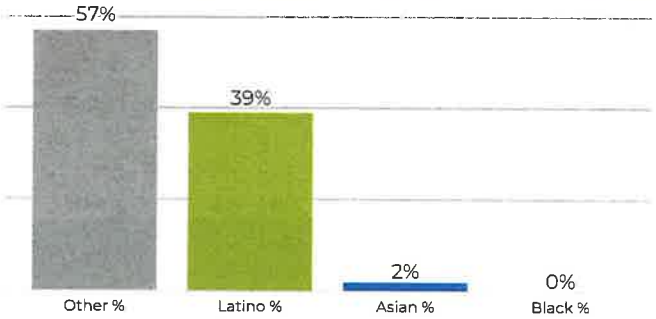
City of Carpinteria

Draft Plan C

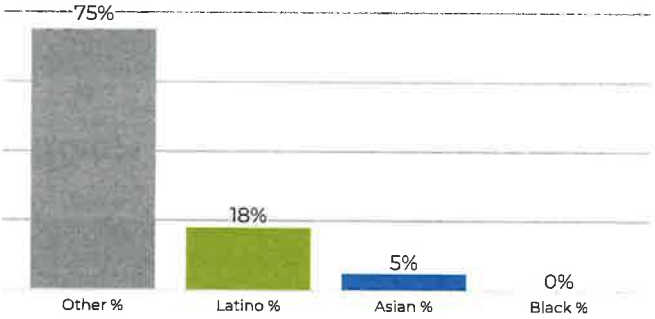
District B



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%

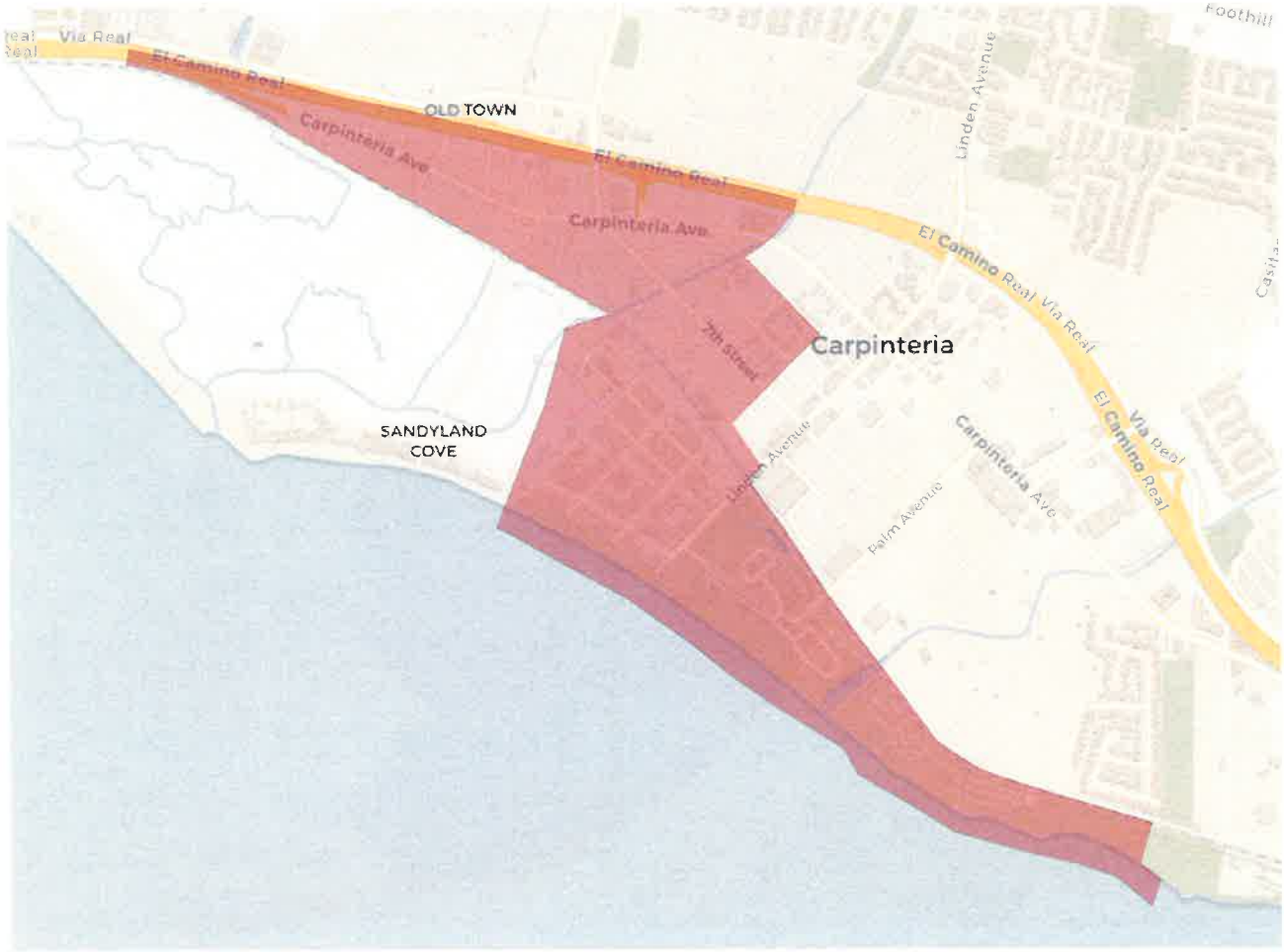
Total CVAP	Other CVAP	Other CVAP %	Latino CVAP	Latino CVAP %	Asian CVAP	Asian CVAP %	Black CVAP	Black CVAP %
2,025	1,530	75.6%	383	18.9%	112	5.5%	0	0.0%

REDISTRICTING PARTNERS

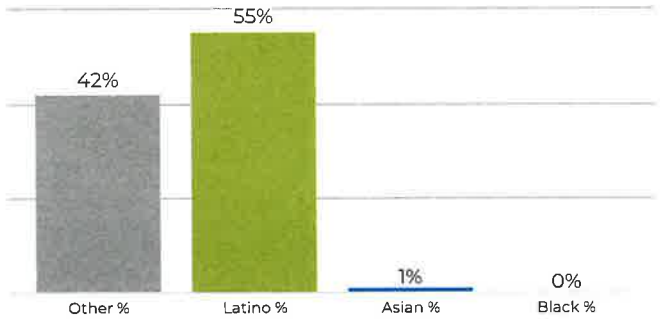
City of Carpinteria

Draft Plan C

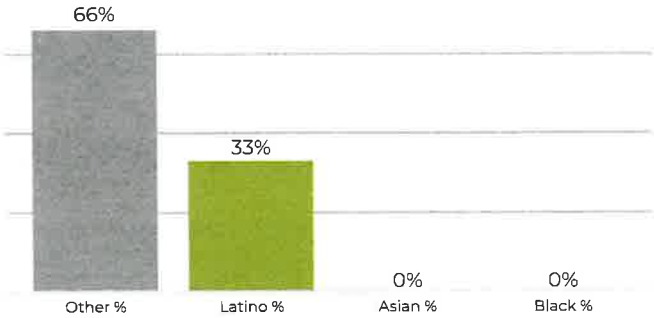
District C

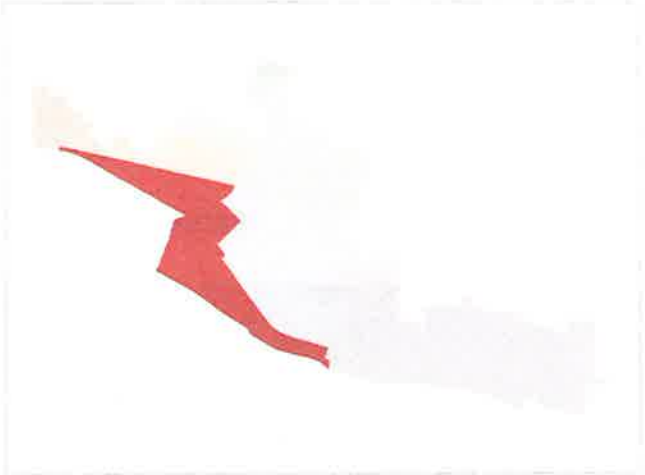


2020 Census



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

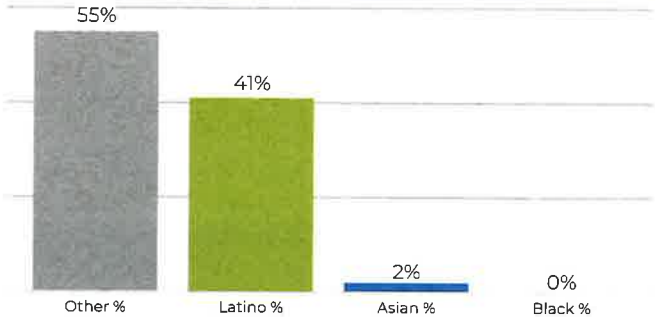
City of Carpinteria

Draft Plan C

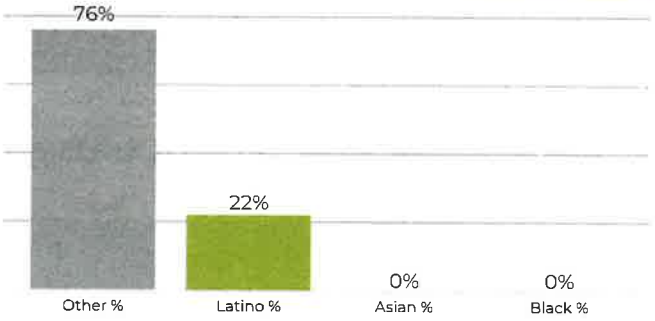
District D

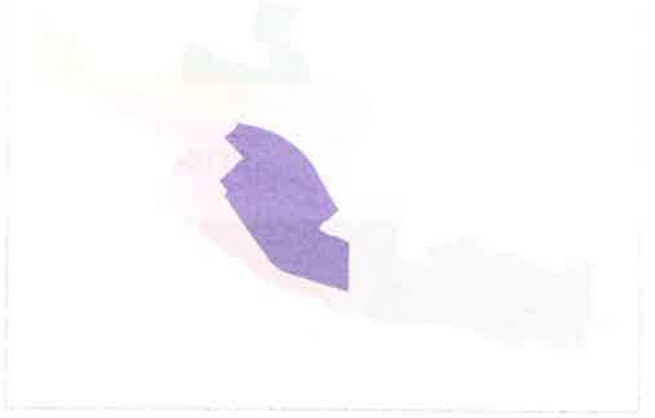


2020 Census



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%

REDISTRICTING PARTNERS

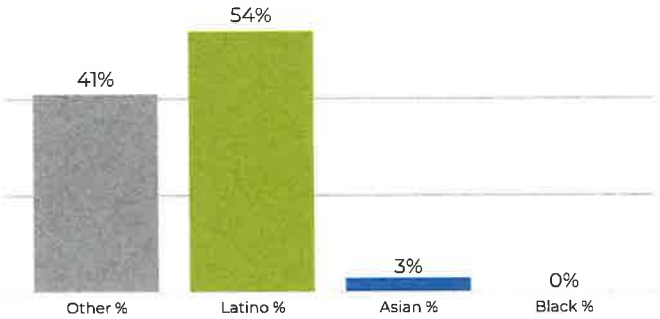
City of Carpinteria

Draft Plan C

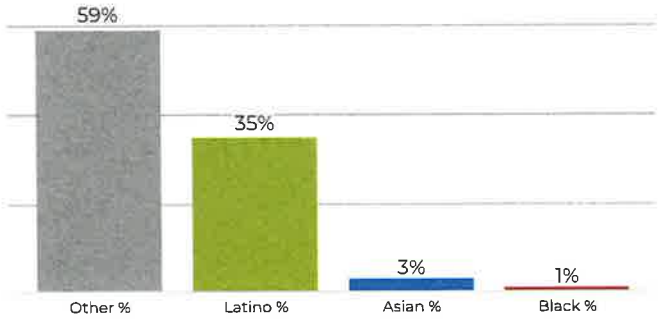
District E



2020 Census

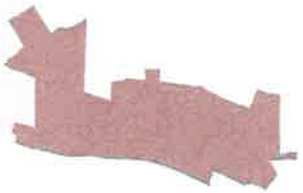


Citizen Voting Age Population



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%



City of Carpinteria

COUNCIL AGENDA STAFF REPORT
March 14, 2022

ITEM FOR COUNCIL CONSIDERATION

Interim and long-term options for the establishment of City-operated, or sponsored, senior programs, including the provision of a City facility, or facilities, for programming.

STAFF RECOMMENDATION

Receive and file the report, and direct staff as determined appropriate.

Sample Motion: I move to receive and file the report (and provide direction to staff as determined appropriate by the City Council.)

BACKGROUND

At the City Council Special Meeting – *Workshop on 2022 Work Plan/Draft* held on January 23, 2022, staff was directed by City Council to research and provide interim and long-term options for the establishment of a senior center and senior programming. This work is formally recognized in the 2022 Annual Work Plan under General Government, Program: City Administration, Community Center (Attachment A.)

According to United States Census Bureau data[1], the median age for Carpinteria City is 42.9 years, 6.4 years more than the State median age, and 9.1 years more than the County median age, potentially indicating a greater need for senior services. Statistics for *% of Population 60 and over*, the *Old-age dependency ratio*, and *% Below poverty level by age* further supports this finding.

[1] United States Census Bureau (https://data.census.gov), Table ID: S0101 (Census - Table Results) and S1701 (State, County, City)

Geographic Area	Median age (years)
California	36.5
Santa Barbara County	33.8
Carpinteria City	42.9

Geographic Area	% of Population 60 and over
California	19.7
Santa Barbara County	20.4
Carpinteria City	27.4

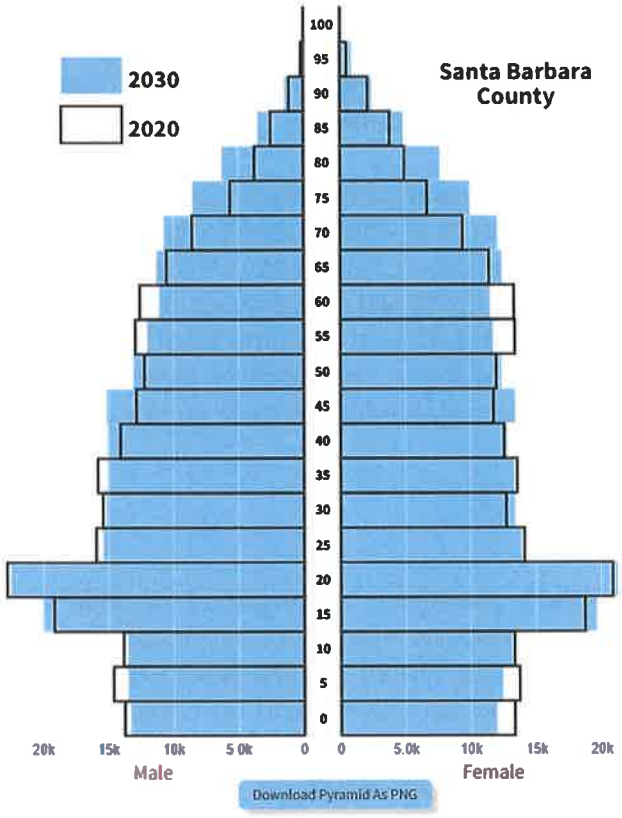
Geographic Area	Old-age dependency ratio*
California	22.1
Santa Barbara County	23.9
Carpinteria City	31.1

*The elderly, or old-age, dependency ratio is the ratio of the elderly population (ages 65+) per 100 people of working age (ages 15-64). Dependency ratios are a measure of the age structure of a population. They relate the number of individuals that are likely to be economically "dependent" on the support of others. Changes in the dependency ratio provide an indication of potential social support requirements resulting from changes in population age structures.[2]

% Below poverty level by age			
Geographic Area	55-64	65-74	75 and over
California	26.7	22.5	23.7
Santa Barbara County	29.5	12.9	20.5
Carpinteria City	28.9	11.6	13.9

In addition to data from the U.S. Census Bureau, the graph below[3], from the State of California Department of Finance, displays population growth estimates by age within the county of Santa Barbara. The graph shows an estimated population increase in Santa Barbara County for all age categories 65 and up, between 2020 and 2030.

[2] CIA.gov, The World Factbook, Dependency ratios, Dependency ratios - The World Factbook (cia.gov)
[3] State of California Department of Finance, Population Estimates and Projections for California and its Counties, California State Census Data Center Network



Though not collectively marketed, a variety of senior services are presently offered by City and non-City organizations. Inventory of existing senior services will be conducted as a part of any program development work. For example, programs offered by the Santa Barbara County Area Agency on Aging, and local resources and services referred through 2-1-1 Santa Barbara County.

The purpose of this agenda matter is to allow the City Council to consider interim and long-term senior programming options and to seek direction from the City Council on (a) preferred option(s), to pursue, or research and analyze in greater detail for further consideration by the Council.

DISCUSSION

At the City Council Special Meeting – *Workshop on 2022 Work Plan/Draft* ("2022 Work Plan meeting") held on January 23, 2022, members of the public in attendance communicated four main points:

1. An immediate need for senior services.
2. A desire for an exclusive-use facility where seniors can gather for social and programming purposes.

3. Individuals and business owners in the community are willing to volunteer their time and/or services in support of senior programming.
4. A desire for the City to develop a long-term senior services plan, though not at the expense of immediate programming.

The following discussion will be organized by interim and long-term options. However, it should be noted that various aspects of interim and long-term options will overlap to varying degrees. For example, utilizing volunteers is a key component of both interim and long-term strategies, but vital to providing services in the near term. In addition, not all long-term strategies are alike in terms of the time needed to complete. For example, hiring staff or contracting with an outside organization to coordinate senior services would take several months, while establishing a new senior center facility could take several years.

Interim Options

At the 2022 Work Plan meeting, members of the public focused their discussion on points 1, 2, and 3 above. An immediate need was expressed for an exclusive space to gather for clubs, formal and informal social events, and programs and classes. In the interim, it was conveyed that these activities could be organized exclusively by volunteers with support from the City for items such as insurance coverage, participation waivers, and program registration.

Veterans Memorial Hall was specifically mentioned by members of the public as a suitable interim space. While use of the hall and its meeting room is an option, its exclusive use would require further study, likely requiring adjusting or eliminating existing programming there. No other City-owned facilities have been identified as suitable and available for exclusive use, although other sites could be explored. As an alternative, City Council may direct staff to research non-public spaces within the city-limits that may be suitable and available for exclusive use.

On July 1, 2022, the City of Carpinteria will assume direct operation of the soon to be Carpinteria Community Library. Space at the library is limited and multipurpose in nature; however, several adult programs are scheduled to be offered. City Librarian, Jody Thomas, is in direct contact with members of the public regarding senior programming. Though space in the library is not available for exclusive use, its proximity to Veterans Memorial Hall, and character as a community center for all, make it a valuable and noteworthy extension to any senior services programming, interim and long-term.

While a senior center is often the hub of a senior services program, offsite activities are not uncommon in senior programming. For example, pickleball and yoga classes are conducted in City parks, exercise classes are provided in mobile home park communal spaces, and informal gatherings or special events are held at local businesses. As a specific example in Carpinteria, lap swim and aqua aerobics are offered at the

Community Pool. Though not specifically designed for seniors, these programs have a high level of senior participation. The coordination of similar activities may be considered as a temporary replacement for, or supplement to, a designated space, whether exclusive or non-exclusive.

Other supplemental options, for the interim (and long-term), include thorough identification of existing senior service programs offered by local and county agencies in the area. These programs can then be included as part of wider senior services menu promoted to Carpinteria residents. An example of such an agency is the Central Coast Commission for Senior Citizens, the designated Area Agency on Aging for Santa Barbara County.

Long-term Options

As discussed, there is overlap between interim and long-term options for senior services. For example, utilization of volunteers, partnership with the library, and collaboration with local businesses, outside agencies, and others, is key to interim and long-term strategies. Below is a list of long-term options not yet discussed in detail.

- Dedicated staffing
- Grant Programming
- Development, long-term leasing, or construction of permanent senior services facility.

Coordination of volunteers, program marketing and promotion, registration, contract management, grant writing, and other key components of a successful senior services program will require dedicated staffing. In the interim, program offerings would be limited by the absence of this vital resource.

Potential long-term options include hiring dedicated senior services staff to the City's Park, Recreation, & Community Services Department or collaborating with an outside agency, as the City has successfully done in the past with organizations such as CommUnify (formerly Community Action Commission), Girl's Inc, Boys & Girls Club and Carpinteria Children's Project. With direction from City Council, staff can research the viability and cost-implications of one or both of these options, or other alternatives as directed.

Identification, submission, and tracking and reporting for grants to support senior services is important to the success and sustainability of a long-term strategy. Such grants may assist with staffing and program costs, as well as future development or construction of a permanent senior center.

POLICY CONSISTENCY

2022 Annual Work Plan, General Government, Program: City Administration, Community Center.

The objectives of this Work Plan item are: To determine the need and interest in a community center as well as feasibility. This work is consistent with the City's interest in meeting the needs of all members of the community.

FINANCIAL CONSIDERATIONS

No dedicated funding for senior services currently exists. The City provides support for a variety of programs and services used by seniors including financial support for local community service providers. Based on direction provided by the Council, financial implications will be analyzed and provided as a part of any future reports on project, program and service options.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

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

OPTIONS

1. Receive and file the report and direct staff to return at a future council meeting date with detail on specific options as directed.

2. Receive and file the report.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

ATTACHMENTS

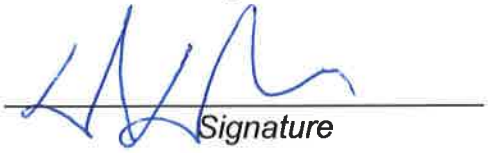
Attachment A: 2022 Annual Work Plan under General Government, Program: City Administration, Community Center

Staff contact: Michael Ramirez, Assistant City Manager
805-755-4450, MichaelR@ci.carpinteria.ca.us



Signature

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



Signature

ATTACHMENT A

Program: City Administration
Community Center

Project Description
The purpose of this Work Plan item is to collaborate with community groups and local service providers to determine needs, interests and possible locations for a community center that can meet the space needs of agencies providing services to seniors, youth and special needs groups, e.g., people experiencing homelessness, as well as community gathering, activity, and meeting space.

Objective and Policy Consistency
The objectives of this Work Plan item are: To determine the need and interest in a community center as well as feasibility. This work is consistent with the City's interest in meeting the needs of all members of the community.

Previous and Ongoing Work
- The City stays abreast of local demographic information in order to educate decision-making concerning policies and community service need.
- The City facilitated exploration of a community center at the time the Main School was closed.
- A growing number of services that could be provided at a community center are currently being accommodated at the Veterans Hall complex in space that is not ideally suited in terms of size and location.
- The City Council received a citizen request in 2020 for it to consider the establishment of a Senior Center and the Council requested that it be included for consideration in the subsequent Work Program.

Tasks
1. Review 2020 U.S. Census data for demographic information and trends that can contribute to the City's understanding of community needs now and in the future.
2. Identify stakeholders and conduct interviews and/or meetings to identify interest and needs.
3. Identify possible locations for a community center, estimate start-up costs and barriers to establishment.
4. Prepare a report for City Council consideration of next steps.

Product
- A plan and implementation strategy for a community center that meets local needs.

Staff Requirements:
- Assistant City Manager and General Government staff
- Community Development Staff
- Parks, Recreation and Facilities staff

Budget
This matter will involve costs associated with staff time.

Funding Sources
General and Measure X Funds

Priority
Medium

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
March 14, 2022

ITEM FOR COUNCIL CONSIDERATION

Community Development Block Grant (CDBG) Committee recommendations concerning the 2022-2023 Public Services Grant Applications and allocation of program funds.

STAFF RECOMMENDATION

Allocate the CDBG Public Services Grant Funding pursuant to the recommendations of the City's CDBG Committee to equally share the funds between Peoples' Self-Help Housing's Carpinteria Camino Scholars program and the United Boys & Girls Club of Santa Barbara County's Carpinteria Club – College Bound.

Sample Motion: I move to allocate the 2022-2023 CDBG Public Services Grant Funding equally between the Peoples' Self-help Housing and Carpinteria Boys & Girls Club programs, as recommended by the CDBG Committee. *This motion requires a roll call vote.*

BACKGROUND

The County of Santa Barbara receives an annual allocation of federal Community Development Block Grant (CDBG) funds from the United States Department of Housing and Urban Development to fund a wide range of public service activities, including, but not limited to employment services, child care, crime prevention, education programs, and health services. The program is divided into two grant funding categories, Public Services and Capital Projects. CDBG Public Service grant funds may be used to pay the costs of rent, utilities, staffing, supplies, materials, while the Capital Project grant funds may be used to pay for construction costs, project management, labor and materials.

As a lead agency, the County of Santa Barbara heads the *Santa Barbara County Urban County Partnership*, which, in addition to unincorporated areas of the County, includes the cities of Buellton, Solvang and Carpinteria. The County of Santa Barbara invited applications for funding through the CDBG program under the 2022-2023 Comprehensive Notice of Funding Availability (NOFA). The NOFA was distributed to local agencies and service providers through a mailed and emailed notice.

To assist in allocating the Public Service grant funds available to Carpinteria from this program, the City Council in 2007 appointed a three-member committee comprised of one City Planning Commissioner and two members of the public who reside in the City.

The Committee serves as a review body and each year reviews applications and makes recommendations to the City Council on grant funding to support the following priorities identified in the County of Santa Barbara's Consolidated Plan:

- ❒ **Goal I – Decent, Affordable Housing:** Provide decent, affordable housing for the community's lowest income households, including households with special needs.
- ❒ **Goal II – Suitable Living Environment**: Improve the living environment / quality of life in low-income neighborhoods.
- ❒ **Goal III – Expanded Economic Opportunity:** Create economic opportunities for residents and businesses in low-income areas of the community.

The City's first program year was 2007, when it received an allocation of $20,335. The allocation grew to a high of $26,000 in 2009 and has declined each year since as CDBG funding has been cut annually through the federal budget process. Applications to the City are indicative of need, having consistently exceeded funds available. This year, the City received four applications totaling nearly $50,000 while available funds for Carpinteria are estimated to be approximately $16,394.

DISCUSSION

The CDBG Committee met on February 25, 2022 to review the four applications submitted. A summary of each request is included below and the application forms are included as attachments to this report.

The Committee found that all four applications described programs of immense value to the Carpinteria community and were deserving of funding. The Committee expressed the strongest support for the programs of People's Self-Help Housing, Girls Inc. and the Boys & Girls Club. The committee was in agreement to fund People's Self-Help Housing, however, it was split between funding Girls Inc. or the Boys & Girls Club. Arguments in support of Girls Inc. included their potential for a greater service impact due to their high number of estimated beneficiaries and their focus on child care, a particularly critical child care social service safety net program during the pandemic. Arguments in support of the Boys & Girls Club included recognition of the long history of service in the community and that the City's funding contribution would potentially play a more significant role in their budget as indicated in the applications (the $15,000 requested grant would amount to 2% of the total budget for Girls Inc. and 4% of the total budget for the Boys & Girls Club).

After much deliberation, in a 2-1 vote the Committee recommended awarding funding to the People's Self-Help Housing program and Boys and Girls Club program. The Committee identified that these programs aligned best with the CDBG funding goals, were Carpinteria based, and served clients locally. The Peoples' and Boys & Girls Club are requesting $17,000 and $15,000, respectively; the Committee recommended allocating 50% of available CDBG funds to each of the two programs.

Peoples' Self-Help Housing – Camino Scholars Carpinteria Learning Center

The Camino Scholars program serves English language learners and students from low-income households. Camino Scholars is an after-school program occurring each of the 180 school days per year, plus an additional 40 days. Peoples' also operates College Club, which assists the same demographic with college enrollment and retention, starting in high school and until students complete their final college degree. The grant funds would be used to fund salaries of Educators at Camino Scholar's Dahlia Court learning center in Carpinteria. Through the programs described above, the Educators provide after-school and supplemental education services as well as college prep and retention services. During the grant period, the program is expected to serve 90 parents, caregivers, and students in grades 1-12 and college. The Peoples' application is included as Attachment A.

The Boys & Girls Club – Carpinteria Club College Bound

The Boys & Girls Club, Carpinteria Club's College bound program, is designed to guide students through the process of reaching high school graduation and exploring options for next steps after graduating. The Carpinteria Club will be introducing this program in 2022 for the first time. The program will include case management, career exploration workshops and field trips, college bound prep classes/webinars, parent workshops, daily tutoring and math/science tutoring, mentoring, and assistance with college applications and securing resources for college. The Carpinteria Boys & Girls Club is proposing to use the requested funds to pay its professionally trained staff, who make the Clubs various programs possible. The Carpinteria Boys & Girls Club application is included as Attachment B.

Girls Inc. of Carpinteria

Girls Inc. of Carpinteria will provide programming for local youth and families from low-income backgrounds. Girls Inc. is open when schools are closed, including after school, summers, and other breaks serving as a critical child care social service safety net program. Out-of-school programming provides for the development of girls' future academic and career interests while meeting immediate child care needs as families recover from the pandemic. The Girls Inc. application is included as Attachment C.

Organic Soup Kitchen's North County Food Security Program

The Organic Soup Kitchen makes and delivers metabolic oncology SoupMeals to support the health of low-income seniors, cancer survivors and those with chronic

illness. Meals are specifically formulated to provide nutritional security and address the needs of people with compromised immune systems. The program will reduce financial strain and provide a mental health check via volunteer delivery drivers. The organization has been in operation for 12 years. Funding requested would support program staffing. Organic Soup Kitchen's application is included as Attachment E.

POLICY CONSISTENCY

This item can be found consistent with the City's Housing Element policies of supporting the funding of programs that meet the goals of the Santa Barbara County HOME Consortium and CDBG Urban County Consolidated Plan. The application requests support implementation of Housing Element Program Category 2 and 4, policies specifically assigned to provide transitional housing, homeless services and suitable affordable housing.

FINANCIAL CONSIDERATIONS

The City's CDBG funds are intended to be used to support improved community facilities and services that support affordable housing, suitable living environments and expanded economic opportunities. The amount of money the City receives is determined by HUD through a statutory formula, which is based on objective measures of community needs including the extent of poverty, population, housing overcrowding and age of housing.

CDBG funds are intended to be fully allocated annually and, although the City may defer allocation of some or all of its allocation, the City cannot stockpile the money indefinitely under the program and failure to timely allocate the funds could put them in jeopardy.

The following table lists the requested program funding from the City for each of the applications received. Some applicants also requested funding from other jurisdictions. The application forms are included as attachments to this report.

Requested Program Funding from Carpinteria	
Peoples' Self-Help Housing	$ 17,000
Boys and Girls Club	$ 15,000
Girls Inc	$ 15,000
Organic Soup Kitchen	$ 1,000
TOTAL	**$ 48,000**

LEGAL

Santa Barbara County has been designated as an Urban County by HUD since 2006; therefore, the City can expect to continue to receive its allocation of funds through the CDBG program into the future. Administration and compliance monitoring are managed by the Santa Barbara County Housing and Community Development Division of the Community Services Department.

OPTIONS

A. The Council could choose to award the grant recommended by the Committee.

B. The Council could supplement the award via one of its discretionary funds, i.e., General or Measure X, as has been done on a limited and exceptional basis in past years. Should the City Council elect to consider this option it would need to direct that a separate matter be scheduled on a subsequent agenda.

C. The Council could also choose to amend a funding amount or decline to fund one or more of the request(s).

PRINCIPAL PARTIES EXPECTED AT MEETING

Representatives of Applicants.

ATTACHMENTS

A. Peoples' Self-Help Housing's (Camino Scholars) CDBG Public Service Application

B. United Boys & Girls Clubs of Santa Barbara County's (Carpinteria Club- College Bound) CDBG Public Service Application

C. Girls Inc of Carpinteria CDBG Public Service Application

D. Organic Soup Kitchen's CDBG Public Service Application

Staff contact:
Marysol Smith, Associate Planner
(805) 755-4451; MarysolS@ci.carpinteria.ca.us

Signature

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

Signature

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

Signature

ATTACHMENT A

Peoples' Self-Help Housing
Camino Scholars
Community Development Block Grant Public Service Application

City Council Staff Report
March 14, 2022

A. Applicant Information

Completed by grants@pshhc.org on 1/7/2022 3:42 PM

Case Id: 31573
Name: PSHHC Camino Scholars Carpinteria Learning
Address: *No Address Assigned

A. Applicant Information

Please provide the following information
Click here to download the FY 2022-23 NOFA

ORGANIZATION INFORMATION

A.1. Legal name of organization
People's Self-Help Housing Corporation

A.2. Physical Address
1060 Kendall Rd. San Luis Obispo, CA 93401

A.3. Mailing address
1060 Kendall Rd. San Luis Obispo, CA 93401

A.4. Organization Web Site
People's Self-Help Housing Corporation

A.5. DUNS Number
096414412

A.6. Federal EIN/TIN Number
95-2750154

PRIMARY CONTACT INFORMATION

A.7. Title
Grants Manager

A.8. First Name
Forrest

A.9. Last Name
Eastham

A.10. Phone
8057813088

A.11. Email
grants@pshhc.org

ADDITIONAL CONTACT INFORMATION

A.12. Agency's Chief Executive
Ken Trigueiro

A.13. Phone
8057813088

A.14. Email
grants@pshhc.org

A.15. Program Coordinator
Joanna Dominguez

A.16. Phone
8054003220

A.17. Email
joannad@pshhc.org

A.18. Financial Coordinator
Adriana Figueroa

A.19. Phone
8055402442

A.20. Email
adrianaf@pshhc.org

B. Funding Source

Completed by grants@pshhc.org on 1/7/2022 3:42 PM

Case Id: 31573
Name: PSHHC Camino Scholars Carpinteria Learning
Address: *No Address Assigned

B. Funding Source

PLEASE READ THESE INSTRUCTIONS CAREFULLY

Applicants are invited to apply for funding from any of three sources:

- Community Development Block Grant (CDBG) Public Services
- Human Services General Fund – Basic Services
- and Human Services General Fund – Best Practices.

An applicant may apply for funding for a single program from multiple sources, or for multiple programs from a single source, by submitting multiple applications. However, each individual application must **select only one program and one funding source**.

A description of each funding source follows. Please read carefully before selecting ONE funding source for this application.

CDBG Public Services: CDBG funds are provided to the County by the Federal government to be allocated to local projects. Subrecipients will be required to demonstrate that they serve a predominantly low- to moderate-income clientele as specified in Section E of this application, and must document the demographics of their clientele.

HSC General Fund – Basic Services: Basic Services programs meet the basic needs of community members, and applications may request $15,000 to $50,000. There are no special requirements associated with this funding source.

HSC General Fund – Best Practices: Best Practices programs are innovative programs providing tangible, lasting benefits to clients, and applications may request $50,000 to $100,000. Applicants must demonstrate in Section H of this application that the proposed program is research based, provides benefits above and beyond meeting clients' basic needs, and participates in a process of continual evaluation and improvement.

B1. Please select the ONE funding source for which you are applying in this application:
CDBG Public Services

C. Funding Request

Completed by grants@pshhc.org on 1/14/2022 10:18 AM

Case Id: 31573
Name: PSHHC Camino Scholars Carpinteria Learning
Address: *No Address Assigned

C. Funding Request

Please provide the following information.

C1. Please select the funding source for this application.
CDBG Public Services

C2. Amount requested for this program:
$17,000.00

C3. Total Requested Program Funding by Jurisdiction. Enter amounts requested for each jurisdiction. Minimum $15,000 grant request for Santa Barbara County.

Santa Barbara County	$0.00
Carpinteria	$17,000.00
TOTAL	$17,000.00

C4. Have you applied, or will you also be applying for CDBG funding from any of the listed jurisdictions?
No

C5. If yes, list the amounts requested from each jurisdiction and whether or not the funds have been committed. If no, leave this table blank.

	Amount ($)	Committed?
Goleta	$0.00	N/A
Lompoc	$0.00	N/A
Santa Maria	$0.00	Yes
City of Santa Barbara	$0.00	N/A
TOTAL	$0.00	

C6. List the name(s) and title(s) of the organization's staff who attended mandatory training.
Forrest Eastham, Grants Manager
Adriana Sousa, Grants Coordinator

C7. Select the Supervisorial district in which the program office is located.
District 1 - Williams

C8. Agency Mission Statement
We build permanent, supportive housing with site-based services that offer opportunities to change lives and strengthen communities on the Central Coast of California.

Years of operation

C9. How long has your agency been in operation?
51

C10. How long has the proposed program been in operation?
14

C11. Was the proposed CDBG program funded by the County in FY 2021-22?
Yes

C13. Is your agency a Faith-Based Organization?
I.e. congregations; national denomination networks (ex: Catholic Charities, Lutheran Social Services) or networks of related organizations (ex: YMCA and YWCA); and freestanding religious organizations, which are incorporated separately.
No

C15. In addition to the proposed program for CDBG/HSC funds, please provide a brief description of all of your Agency's programs and services.
Serving the Central Coast for over 50 years, PSHH developed and manages 53 affordable supportive housing properties throughout Santa Barbara, Ventura, and San Luis Obispo counties. Each of these properties is enriched with onsite supportive health and education services, available to residents free of charge, barrier or restriction.
Our supportive services have been demonstrated to promote residents' housing resiliency, catalyze access to opportunity, and improve long-term health outcomes. Through the Supportive Housing Program (SHP), residents gain access to case management provided by in-house clinical social workers. Residents also have access to PSHH's Camino Scholars education program, for which funding is being sought.
In all, we own or operate 1,938 rental units with 5,287 residents. Residents of our properties are 80% Latine, and 12% were homeless prior to transitioning into PSHH housing. Residents' median household income is $37,168.
PSHH provides dedicated housing for low-income families, farmworker households, veterans, persons living with disabilities, seniors, and those making the transition out of homelessness.

D. Program Information

Completed by grants@pshhc.org on 1/14/2022 11:55 AM

Case Id: 31573
Name: PSHHC Camino Scholars Carpinteria Learning
Address: *No Address Assigned

D. Program Information

Please provide the following information.

D1. Name of program
Camino Scholars Carpinteria Learning Center, Serving English Language Learners from Low-Income Households

D2. Street address of the proposed program
1305 Dahlia Court Carpinteria Carpinteria, CA 93013

D3. Briefly summarize the program that is to be funded with CDBG/HSC funds. You will have an opportunity to provide a more detailed description in question C.8 below.
Camino Scholars operates 10 learning centers in Santa Barbara County located at PSHH's affordable housing properties, including Dahlia Court Learning Center in Carpinteria. Serving English Language Learners and students from low-income households, we provide under-resourced students with 180 afterschool days annually, plus 40 days during academic breaks, of culturally-relevant academic support, comprehensive afterschool enrichment programming, and college preparatory and retention services.

D4. Select the Human Services Commission priority that best describes your agency's proposed program for which you are seeking funding.
Sustain critical social service safety net programs countywide for children, families, seniors, homeless, persons with disabilities, victims of abuse and other vulnerable populations

D5. Enter the number of persons, by income, expected to be served by the proposed program during the fiscal year July 1, 2022 – June 30, 2023.

Count all members of a household when the entire household is served (e.g. food banks); for services targeting individuals (e.g. mental health counseling), count only the person receiving services.

Persons 0-30%	50
Persons 30%-50%	35
Persons 50%-80%	15
Persons >80%	0
TOTAL	100

D6. Define the program's service area. This may be defined in terms of streets, census tracts, city/county boundaries, or another similar method.
This program serves students and their families who reside within the Carpinteria Unified School District.

D7. Select the area of the County which the program primarily serves.

D8. Describe the program to be funded, including the type of activities that will be provided and the population to be served.

Grant funds will be used to cover staff salary expenses for educators at Camino Scholars' Dahlia Court Learning Center in Carpinteria. During the grant period, the program will serve at least 90 individuals, 60 parents and caregivers, and 30 students ranging from kindergarten to college. The program is free of charge, barrier, or enrollment restriction to families we serve.

The Dahlia Court Learning Center serves K-8 students with 180 days annually, plus 40 days during summer, of culturally-relevant tutoring in English language literacy and mathematics. The learning center is open daily, providing an average 30 hours of direct support per week. The program is equipped to scale to hybrid formats, with students utilizing remote platforms and disctrict- and program-issued technology, as State restrictions and public health and safety measures dictate.

Educators work with students to co-develop individualized learning plans, adapting curriculum in response to students' unique needs, learning styles, and academic challenges experienced while working through their public-school curriculum. Educators frequently serve as advocates and liaison for students and their caregivers, maintaining regular communication with students' instructors and connecting families to success-supporting resources, including food security, transportation, counseling, or disability accommodations.

We also serve prospective first-generation college students through College Club, our college readiness and retention counterpart. Current high school students and continuing college-enrolled students receive college navigation and admissions advising, course planning support, assistance securing financial aid options, and ongoing retention services provided by program staff. Students also have access to additional peer-to-peer mentorship meetings during academic breaks. These services have, to date, allowed College Club to maintain a 98% rate of college persistence and graduation among those enrolled.

D9. Provide a concise, objective statement of work to be incorporated into the program's contract if the program is selected for funding.

The project will support operation of Camino Scholars' Dahlia Court Learning Center at 1305 Dahlia Court in Carpinteria, which serves 30 students and their parents from kindergarten through college. Funds will cover salary expenses for program educators based at the learning center, providing at-risk students with afterschool tutoring, academic support, and college prep and retention services.

D10. Describe the unmet need to be addressed by this program

According to the California Department of Education, English Language Learners and students from low-income households, such as those served by Camino Scholars' Carpinteria learning center, consistently suffer lower rates of grade-level proficiency and lower scores on standardized tests, such as the Smarter Balanced (SBAC) test, California's standardized student testing instrument. Using this metric to determine at-risk students, 100% of students enrolled in the program are considered at-risk.

Within Carpinteria Union School District, 74.5% of students are Latine, and 42% are economically disadvantaged. 90% of students enrolled in Camino Scholars primarily speak Spanish or Mixtec in the home, placing parents at an immediate disadvantage when communicating with students' instructors and school administrators, frequently prohibiting parents from fully assisting their children with academics, and creating barriers to parental involvement and advocacy. Camino Scholars is unique in serving unmet need for this population, and is the only program within the community which serves these demographics with literacy and math tutoring and continuing college preparatory and retention services through college graduation. We are also the only program providing these services free of charge to those we serve.

Our program has been demonstrated to bring students to grade-level proficiency in English language literacy by the

end of 3rd grade, and in mathematics by the end of 5th grade. These metrics have been shown to be determinants of long-term academic achievement, where students failing to meet this mark are 13 times less likely to complete high school.
As the Covid pandemic continues to exacerbate existing economic, education, and health disparities for the demographics we serve, our program also addresses the increased need for the referral-based navigation services and access to success-supporting resources on which our students and their families have come to depend.

D11. Describe this program's needs assessment process. How did your agency determine the need for this program, and how often do you reevaluate and perform needs assessments?
Camino Scholars conducts initial and ongoing needs assessments to determine program demand and inform program development. Initial outreach is conducted by program educators to students' families to inform them of program offerings and services. Parent and caregiver surveys are administered on a routine basis to solicit input and insights into opportunities for program enrichment. Program staff discuss input received at monthly departmental meetings and regularly seek opportunities for professional development, collaborative partnerships, or other available resources which could enrich the classroom experience and improve learning outcomes for the students we serve. Community needs are determined based on municipal and CA Dept. of Education data, program demand, feedback from school districts, parents and caregivers.

D12. Describe how your agency collaborates with other organizations that provide similar services and how you work together to reduce duplication, share data, and collaborate on the provision of services. Explain the results.
PSHH's ongoing collaboration with partnering agencies in the community is an essential component of service coordination within Camino Scholars. In our effort to continually enrich programming for the students we serve, Camino Scholars works to forge new, and deepen existing partnerships with a wide array of public and private community partners. Often, service coordination is the greatest area of need, especially for families facing disproportionate economic and health effects from the pandemic. Through partnerships with local food banks and County agencies such as Public Health, educators help address challenges faced by students' families which threaten to disrupt learning and retention, such as food security, lapses in medical coverage, counseling needs, or disability accommodations. Often, our educators' language support and similar buffering services are in high demand, and help ensure that residents are appropriately connected to resources that support student success and foster parental engagement. Our collaborative partnerships allow us to enhance our safe, supportive learning environments and to coach parents on how to better advocate for their children as an essential factor in learning and social development. Ongoing collaboration with school districts has enabled educators to connect under-resourced families to essential distance learning technology. As many of our students' families cannot afford computers or internet in the home, this has not only supported students in the classroom but also improved access to critical telehealth services. For families with multiple barriers to care, including lack of access due to countywide shortages in providers, these services have been life-altering.

D13. How are clients referred to the program?
Our student population comprises students attending schools within the Carpinteria Unified School District, including many residing at PSHH housing properties in Carpinteria. Households moving into any of the four PSHH affordable housing properties within the City must typically earn 50% or less of Area Median Income. Students from each of these properties are referred to the program upon move-in, through orientation provided by PSHH's on-site property management. Residents receive information about PSHH's Supportive Housing Program (SHP), which provides residents with on-site case management and health services provided by clinical social workers, as well as the Camino Scholars program. Non-PSHH residents are typically English Language Learners who are referred to the program by instructors and officials from Carpinteria Unified School District.

D14. Describe your program's outreach or marketing activities to reach primarily low-income persons.
Clients typically come from PSHH's four affordable housing properties in Carpinteria or from the greater community, with the program being open to non-PSHH residents who are English Language Learners and/or students from low-income households. Outreach is conducted on campus at Carpinteria Unified schools at the start of the academic year through school assemblies, orientation events, and school resource fairs where students and parents learn about afterschool programs available to them and serving their unique needs. Often Camino Scholars educators and program staff coordinate classroom visits with District instructors where they raise awareness about the program and distribute program literature and relevant contact information. Outreach to PSHH residents is conducted upon move-in, through orientation at a PSHH property, whereupon property managers provide residents with multilingually-accessible program literature and key points of contact should they wish to enroll or receive more information. Once the parent, caregiver, school instructor or administrator of an eligible student decides to initiate services, an intake form is completed and returned along with an application packet. Program administrators then arrange an interview with the student and family wishing to enroll. Following acceptance into the program, the student and family receive a complete orientation, are assessed to determine whether any learning resources are needed by the student, and begin attending the program through their learning center.

D15. Describe how your organization provides culturally sensitive services and ensures access to non-English-speaking populations.
Camino Scholars is unique in its provision of mentorship and tutoring services which are culturally-relevant, which studies show to be effective in reaching diverse students typically underserved by public school systems, boosting classroom engagement, cognitive processing, and social development. Our educators are bilingual and reflective of our service demographic, empowering students through representative mentorship. Built on socio-emotional learning (SEL) frameworks, our program takes an evidence-based approach to building students' interpersonal skills and confidence alongside academic proficiencies. All Camino Scholars program materials are provided in both English and Spanish to enhance access to services, with services in Mixtec or other dialects also available upon request. If translation services in ASL or languages not spoken by staff are required, program staff coordinate with appropriate public agencies to connect the household to these resources.

Camino Scholars' curriculum is highly adaptive and inclusive, and program educators are trained in trauma-informed, mental health-aware instruction methods which foster students' emotional resilience and encourage learning persistence. Educators are able to recognize students with neuro-atypical needs, including autism spectrum or learning disabilities, in some cases before students and parents are aware, and assist in providing referrals to connect families to supportive resources, disability accommodations, or adaptive learning tools.

D16. How do you ensure that the target population has access to your services? (E.g. transportation assistance, remote or at-home delivery of services, etc.). Are all facilities used to provide program-related services ADA-compliant?
Camino Scholars ensures access to its services via on-site, in-person learning formats at PSHH learning centers, as well as via its robust hybrid learning platform, through which students with mobility or transportation difficulties may access and attend the program. Program staff frequently coordinate services which enhance access to the program, including critical transportation, securing essential learning technology, or connecting students in need of learning accommodations or adaptive tools to appropriate community resources to ensure an equitable learning environment for all enrolled students. PSHH properties are built to ADA accessibility standards, and many of its rental properties are dedicated to serving the needs of residents living with disabilities and seniors. Educators are also bilingual in the languages spoken by our target population, with program outreach being conducted in Spanish and Mixtec as needed, and all printed and digital program literature being made accessible in Spanish as well as English.

E. Federal Eligibility

Completed by grants@pshhc.org on 1/11/2022 5:07 PM

Case Id: 31573
Name: PSHHC Camino Scholars Carpinteria Learning
Address: *No Address Assigned

E. Federal Eligibility

Please provide the following information.

Is this an application for CDBG funds?
Yes

E1. Select ONE of the following criteria under which the proposed program qualifies. (Click on each option to see the definition before making your final selection).
Low-Moderate Clientele

E4. **Low-Moderate Clientele**

Low-Moderate Clientele: Information on income must be collected for ALL clients or households to demonstrate that at least 51% of the clients served are low- or moderate-income.

The applicant agrees to income qualify its clientele in accordance with 24 CFR Part 5, and to collect race and ethnicity information from its clientele in accordance with Census categories.

Income information must be collected for ALL adults aged 18 or older, including low-income and non low-income persons or households to demonstrate that at least 51% of those served are at or below 80% of Area Median income as published by HUD annually for the Santa Barbara County/Santa Maria Metropolitan Statistical Area (MSA). If a client cannot or will not provide income documentation, they must be presumed to be above 80% of Area Median Income.

If the proposed program does not meet the definition of Area Benefit or Presumed Beneficiaries, the Agency must perform income certification verifying at least 51% of clients served have incomes at or below 80% of Area Median Income. For example, if the project will serve 100 clients, at least 51 of these must be determined to be at or below 80% of AMI for Santa Barbara County to meet CDBG objectives.

E5.

☑ **Agency attests that it will income-certify ALL clients benefitting from the proposed program in accordance with 24 CFR 5.609-612. This includes collecting pay check stubs, bank statements, federal subsidy monthly statements, e.g. SSI, and asset information. The collection of income tax returns alone is not a sufficient source of documentation and may be used only to confirm or verify income.**

E6. Please provide a brief description of current and/or past agency experience in performing and determining individual/household income. Include sources of documentation used and responsible agency/staff experience in this regard.
Camino Scholars students are generally either residents of PSHH affordable housing properties or residents from the surrounding communities. PSHH household are screened upon move-in and household income is verified via HUD and

USDA protocols. Household income is recertified annually thereafter. Household income is recorded in PSHH's resident database, where this information is available to those reporting on the grant-funded project.
Camino Scholars programming is also available to students from the greater community who are English language learners and/or students from low-income households. While there are no income restrictions limiting access to these free services, families from the greater community self-report their income when enrolling their students, and report income again every academic year upon re-enrollment.

E7. If agency clientele qualify as "low-income" in accordance and definition by another federal agency and/or program, such as food stamps, please indicate this and how it is/will be documented as consistent with CDBG income qualifications, e.g., other federal means-tested, needs-based programs related to housing, health care, education, nutrition, etc.
When reporting low-income clientele, grant and program administrators reference the household income and household size and determine income levels based on the Area Median Income for Santa Barbara County as determined annually by HUD.

F. Program Goals

Completed by grants@pshhc.org on 1/14/2022 12:00 PM

Case Id: 31573
Name: PSHHC Camino Scholars Carpinteria Learning
Address: *No Address Assigned

F. Program Goals

Please provide the following information.

F1. Identify the number of unduplicated clients to be served by the proposed program.
If a person receives multiple counseling sessions annually, count that person one time. If a person visits a food bank multiple times in the year, count all members of the family at each visit.
90

F2. List up to two other quantifiable outputs/performance targets. For each output or target, describe how program participants' lives will be improved.

Output examples: # of services provided, e.g. meals, classes, counseling or case management sessions, etc. Impact examples: improve nutrition/health, increased self-sufficiency, change in economic status, etc.

Goal Description	Number	Impact Expected
By end of academic year, 25% more 3rd graders will reach grade-level (GL) English literacy proficiency, and 25% more 5th graders will reach GL math proficiency, than their peers.	30	Students attaining these milestones will be 13x more likely to attain their high school degree, and will increase their competitiveness in college admissions applications.
The student cohort will attain a 60% or more improvement in literacy and mathematics proficiencies overall	60	Improved rates of literacy and math will translate to improved final grades and SBAC test scores among students enrolled

F3. List two quantifiable outcomes. Outcomes should be related to the impacts described in the goals above.

Outcome examples: # of clients who report improved well-being on surveys or measurements, # of clients who enter permanent housing, etc.

Goal Description	Number	Impact Expected
Parents will receive coaching and assistance in advocating for their children.	60	Increased parental engagement will improve students' academic outcomes and grades.
Rate of high school persistence and graduation	100	100% of high school persistence and completion among students enrolled in Camino Scholars' College Club counterpart, with those eligible for graduation proceeding applying for college admissions.

F4. Describe your client intake process. You will be required to upload a blank intake form in the "Required Documentation" section.

Note: To qualify for an award of CDBG funds, the agency must collect race and ethnicity information from all clients and, if required, income documentation.

Clients come from either PSHH's four affordable housing properties in Carpinteria or from the greater community. The program is open to English Language Learners and students from low-income households. After responding to outreach from property managers, program literature, neighbors, or schoolteachers and administrators, the caregivers of eligible students complete the intake forms attached to the enrollment application, upon which an interview is scheduled between educators and the student and their family. Families wishing to enroll and have their children attend on a steady and regular basis are accepted into the program without charge.

G. Capacity

Completed by grants@pshhc.org on 1/14/2022 10:50 AM

Case Id: 31573
Name: PSHHC Camino Scholars Carpinteria Learning
Address: *No Address Assigned

F. Capacity

Please provide the following information.

G1. Describe your Agency's experience and capacity in assisting clients and meeting goals and objectives.
PSHH is the Central Coast's longest-serving nonprofit affordable housing developer, serving Santa Barbara, Ventura, and San Luis Obispo counties for over 50 years. Established in 2002, the Camino Scholars Education Program operates 10 learning centers in Santa Barbara and San Luis Obispo counties and serves 500 students annually from kindergarten through college. Our students, most of whom are classified as English Language Learners and come from low-income families and historically under-resourced demographics, are now attaining proficiency rates in English language literacy and mathematics which outpace their English-only speaking peers. All students have an absenteeism rate of less than 5% and all of our continuously-enrolled students graduate from high school. Among students enrolled in the College Club counterpart, our cohorts have maintained a college persistence and graduation rate of 98%. Through the assistance of our financial aid advising services, most of our students have completed their degree with minimal to no student debt accumulation, setting them firmly on the path to lifelong resiliency.

G2. Describe your organizational plan to continue programs should there be a reduction in staff or volunteers in the face of another health emergency or natural disaster.
PSHH ensures the strength of its organizational and departmental staffing structures through recruitment and retention practices which prioritize hiring best practices that ensure highest levels of capabilities among our candidates and preserve the continuity of the high standard of care for which PSHH is known. PSHH's in-house Accounting and Finance department provides expert fiscal oversight, maintaining overhead efficiency and securing asset reserves. These fiscal strategies ensure the Camino Scholars program's sustainability and strength of staffing structures while keeping services free of charge or barrier for the students and families we serve. Should another health emergency, workforce reductions, or natural disaster occur, Camino Scholars is fully prepared to pivot modes of instruction to its distance learning format, which was first deployed in March 2020, on a contingency basis. PSHH would also seek partnerships with grantors, private donors, or alternate sources of funding or in-kind donations to secure PPE or other essential health and safety equipment required to protect its frontline staff and residents. If financial impacts required, PSHH would draw upon organizational reserves otherwise used to establish new affordable housing on the Central Coast in order to ensure program solvency.

G3. List the staff positions that will be dedicated to the proposed program. In addition to your answer, please upload bios or resumes of key staff in the Documents section.

For each position, include: a) name, b) title, c) experience and qualifications, d) projected number of hours per week dedicated to the proposed program, e) whether it is an existing position or will be a new hire, and f) whether paid or unpaid.

Name of Staff Person	Position Title	Experience and Qualifications	Hours/Week	Existing or New?	Paid or Volunteer?
Miryam	Regional Education	BS in Mathematics, CSU	30	Existing	Paid

Moctezuma	Coordinator	Monterey w/honors & distinction, certified AVID tutor, Spanish/English bilingual, 14 yrs. exp. in academic counseling in diverse populations			

H. Best Practices Evidence-Based Program

Case Id: 31573
Name: PSHHC Camino Scholars Carpinteria Learning
Address: *No Address Assigned

Completed by grants@pshhc.org on 1/11/2022 5:01 PM

H. Best Practices Evidence-Based Program

Please provide the following information.

H1. Is this an application for Human Services Best Practices funds?
No

Please continue to the next section.

I. Financial

Completed by grants@pshhc.org on 1/14/2022 9:23 AM

Case Id: 31573
Name: PSHHC Camino Scholars Carpinteria Learning
Address: *No Address Assigned

I. Financial

Please provide the following information.

I1. Does the applicant have sufficient cash reserves to pay for program costs as they are incurred?
CDBG/HSC funds are provided on a cost-reimbursement basis; proof of payment will be required prior to CDBG/HSC reimbursement.
Yes

I2. Select the month in which your Agency's fiscal year ends.
June

I3. Does your Agency have any outstanding litigation or other legal issues
No

I4. Are there any outstanding financial audit findings which remain unresolved?
No

I5. Did the Agency expend $750,000 or more in federal funds in its last fiscal year?
Yes

If yes, upload the agency's most recent Single Audit in the Required Documentation section.

J. Insurance

Completed by grants@pshhc.org on 1/14/2022 9:13 AM

Case Id: 31573
Name: PSHHC Camino Scholars Carpinteria Learning
Address: *No Address Assigned

J. Insurance

Please provide the following information.

J1. Upload the following Certificates of Insurance and enter their expiration dates: For a description of County insurance requirements, click here.

☑ **General Liability**
PSHH Insurance 11.3.21.pdf

Expiration Date
03/01/2022

☐ **Automobile Insurance**
***No files uploaded*

Expiration Date

☐ **Workers Compensation**
***No files uploaded*

Expiration Date

☐ **Professional Liability**

***No files uploaded*

Expiration Date

UPDATED INSURANCE MUST BE SUBMITTED IMMEDIATELY UPON EXPIRATION.

K. Proposed Program Budget

Completed by grants@pshhc.org on 1/14/2022 10:13 AM

Case Id: 31573
Name: PSHHC Camino Scholars Carpinteria Learning
Address: *No Address Assigned

K. Proposed Program Budget

Please provide the following information.

K1. CDBG/HSC eligible costs include those necessary for the operations of the CDBG/HSC-funded program, including labor, supplies, employee training, conferences, travel, marketing, etc. Ineligible costs include purchase of equipment and personal property.

List all budget line items below, including each individual CDBG/HSC-funded staff position. Please limit your CDBG/HSC funding request to no more than four budget line items.
Email HCDNOFA@co.santa-barbara.ca.us with any questions.

Proposed Program Budget. Include the total budget for the proposed program and show which budget lines will include CDBG/HSC funds. Each staff position assigned to the project must be a separate line item.

Budget Line Item	Funding From This Application	Other Funding	Program Total
Salaries & Benefits	$17,000.00	$86,986.00	$103,986.00
Employment Services	$0.00	$50.00	$50.00
Travel	$0.00	$150.00	$150.00
Training	$0.00	$0.00	$0.00
Supplies	$0.00	$3,579.00	$3,579.00
Telephone	$0.00	$810.00	$810.00
Insurance	$0.00	$120.00	$120.00
Advertising/Marketing	$0.00	$150.00	$150.00
Depreciation	$0.00	$6,315.00	$6,315.00
Indirect	$0.00	$34,839.00	$34,839.00
TOTAL	$17,000.00	$132,999.00	$149,999.00

K2. Funding Sources for Proposed Program

Identify sources of leveraged funding, including in-kind match, for this activity in the tables referenced below. Include the status of these funds (i.e. cash on hand, grants received, planned fundraising, in-kind amount for volunteers, staff time, etc.). BE SPECIFIC – don't just say "Private Trust," say "Private Trust: John and Jane Doe Memorial Foundation," list all anticipated loans, etc. Include any restricted/unrestricted reserve funds you intend to use, as well. Details can be provided as an additional uploaded document.

Total sources must match total budget above.

Other Funding (Name of Source)	Status	Amount ($)	Anticipated award notification date

City of Carpinteria CDBG	Pending	$17,000.00	4/30/2022
Property Fees	Committed	$50,475.00	01/14/2022
PSHH Underwriting	Committed	$82,524.00	01/14/2022
Total program revenue		$149,999.00	

L. Required Documentation

Completed by grants@pshhc.org on 1/14/2022 11:48 AM

Case Id: 31573
Name: PSHHC Camino Scholars Carpinteria Learning
Address: *No Address Assigned

L. Required Documentation

Please provide the following information. The circle to the left of each file will be filled with a green checkmark upon successful document upload. If necessary, you may upload multiple documents under a single category.

Please download, complete, and upload below

- W9
- Conflict of Interest Statement

Documentation

☑ **W-9** *Required
PSHH W9 2021.pdf

☑ **Form 990** *Required
PSHH FYE20 990.pdf

☑ **Articles of Incorporation and Bylaws** *Required
PSHH Articles of Incorp AND Bylaws combined 2018.pdf

☑ **Federal Tax Exemption Letter** *Required
PSHH 501c3 Tax Exemption Letter 12.21.pdf

☑ **Most Recent Audited Financial Statements** *Required
PSHH FYE21 audit.pdf

☑ **Most Recent Single Audit (see question I.5)**

PSHH FYE19-20 Audit Report.pdf

☑ **Organizational Chart** *Required

PSHH Org Chart August 2021.pdf

☑ **List of Board of Directors** *Required

PSHH board roster 7.27.21.pdf

☑ **Conflict of Interest Statement** *Required

PSHH Signed Conflict of Interest Statement.pdf

☑ **Resumes of Program Team** *Required

Moctezuma Resume.pdf

☑ **Blank Intake Form** *Required

Camino Scholars Enrollment form.pdf

☑ **Handouts and Promotional Material**

Camino Scholars Info Sheet.pdf
Camino Scholars Brochure.pdf
Camino Scholars Info Sheet ESP FINAL.pdf

☑ **Additional Documentation**

Tenant Application.pdf
Tenant Preapplication.pdf

Submit

Completed by grants@pshhc.org on 1/14/2022 12:00 PM

Case Id: 31573
Name: PSHHC Camino Scholars Carpinteria Learning
Address: *No Address Assigned

Submit

Please provide the following information.

I CERTIFY THE FOLLOWING:

☑ **The information contained in the application and all attachments is true to the best of my knowledge.**

☑ **The Agency is a 501(c)(3) or (4) Non-Profit Organization.**

IF AWARDED FUNDS, THE AGENCY CERTIFIES THAT:

☑ **It will notify the County in writing of any proposed changes to the project's scope, schedule, or budget, and it understands that all changes must be approved by the County before they are implemented.**

☑ **It will comply with Federal, State and County regulations and policies applicable to the source of funds awarded.**

☑ **It understands that the County, HUD or other federal entity shall have access to all program and financial records related to the program for monitoring or audit purposes.**

☑ **There will be sufficient funds, including County and other sources of funds, to operate the program as proposed.**

☑ **There will be sufficient staff capacity to effectively administer the program.**

☑ **It will income-qualify all program participants (beneficiaries) in accordance with 24 CFR Part 5.609 (Part 5), unless certified by the County as an Area Benefit or Presumed Beneficiary program.**

☑ **It will collect income, race and ethnicity data on low-income persons and, if applicable, special populations such as elderly, abused children, homeless, disabled, HIV/AIDS persons (see definitions of special needs populations in question D3 of the application).**

☑ **It will retain records relating to the use of federal funds for a period not less than five years.**

☑ **It has, or will have in place prior to the execution of an agreement with the County, a personnel policy with an**

affirmative action plan and grievance procedure.

☑ **It will provide timely performance reports as required in the executed agreement with the County.**

☑ **It will provide proof of insurance described in the "Insurance" section of the application and will provide updated insurance immediately upon expiration.**

☑ **It will comply with the Federal Funding Accountability and Transparency Act (FFATA) – 2 CFR Part 170.**

☑ **It will comply with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.**

☑ **It will comply with Generally Accepted Accounting Principles.**

Signature
Adriana Sousa
Electronically signed by grants@pshhc.org on 1/14/2022 11:50 AM

Date
01/14/2022

ATTACHMENT B

United Boys & Girls Club of Santa Barbara County
Carpinteria Club – College Bound
Community Development Block Grant Public Service Application

City Council Staff Report
March 14, 2022

A. Applicant Information

Completed by mbaker@unitedbg.org on 1/14/2022 8:34 AM

Case Id: 31586
Name: United Boys & Girls Clubs of SBC, Carpinteria
Address: *No Address Assigned

A. Applicant Information

Please provide the following information
Click here to download the FY 2022-23 NOFA

ORGANIZATION INFORMATION

A.1. Legal name of organization
United Boys & Girls Clubs Of Santa Barbara County

A.2. Physical Address
1528 Chapala Street Suite 309 Santa Barbara, CA 93101

A.3. Mailing address
PO Box 1485 Santa Barbara, CA 93102

A.4. Organization Web Site
www.unitedbg.org

A.5. DUNS Number
23-7087814

A.6. Federal EIN/TIN Number
055114193

PRIMARY CONTACT INFORMATION

A.7. Title
Executive Vice President of Advancement

A.8. First Name
Laurie

A.9. Last Name
Leis

A.10. Phone
8056811315

A.11. Email
lleis@unitedbg.org

ADDITIONAL CONTACT INFORMATION

A.12. Agency's Chief Executive
Michael Baker

A.13. Phone
8056811315

A.14. Email
mbaker@unitedbg.org

A.15. Program Coordinator
Don Hall

A.16. Phone
8056811315

A.17. Email
dhall@unitedbg.org

A.18. Financial Coordinator
Michael Baker

A.19. Phone
8056811315

A.20. Email
mbaker@unitedbg.org

B. Funding Source

Completed by mbaker@unitedbg.org on 1/3/2022 3:56 PM

Case Id: 31586
Name: United Boys & Girls Clubs of SBC, Carpinteria
Address: *No Address Assigned

B. Funding Source

PLEASE READ THESE INSTRUCTIONS CAREFULLY

Applicants are invited to apply for funding from any of three sources:

- Community Development Block Grant (CDBG) Public Services
- Human Services General Fund – Basic Services
- and Human Services General Fund – Best Practices.

An applicant may apply for funding for a single program from multiple sources, or for multiple programs from a single source, by submitting multiple applications. However, each individual application must **select only one program and one funding source**.

A description of each funding source follows. Please read carefully before selecting ONE funding source for this application.

CDBG Public Services: CDBG funds are provided to the County by the Federal government to be allocated to local projects. Subrecipients will be required to demonstrate that they serve a predominantly low- to moderate-income clientele as specified in Section E of this application, and must document the demographics of their clientele.

HSC General Fund – Basic Services: Basic Services programs meet the basic needs of community members, and applications may request $15,000 to $50,000. There are no special requirements associated with this funding source.

HSC General Fund – Best Practices: Best Practices programs are innovative programs providing tangible, lasting benefits to clients, and applications may request $50,000 to $100,000. Applicants must demonstrate in Section H of this application that the proposed program is research based, provides benefits above and beyond meeting clients' basic needs, and participates in a process of continual evaluation and improvement.

B1. Please select the ONE funding source for which you are applying in this application:
CDBG Public Services

C. Funding Request

Completed by mbaker@unitedbg.org on 1/14/2022 8:40 AM

Case Id: 31586
Name: United Boys & Girls Clubs of SBC, Carpinteria
Address: *No Address Assigned

C. Funding Request

Please provide the following information.

C1. Please select the funding source for this application.
CDBG Public Services

C2. Amount requested for this program:
$15,000.00

C3. Total Requested Program Funding by Jurisdiction. Enter amounts requested for each jurisdiction. Minimum $15,000 grant request for Santa Barbara County.

Santa Barbara County	$0.00
Carpinteria	$15,000.00
TOTAL	$15,000.00

C4. Have you applied, or will you also be applying for CDBG funding from any of the listed jurisdictions?
Yes

C5. If yes, list the amounts requested from each jurisdiction and whether or not the funds have been committed. If no, leave this table blank.

	Amount ($)	Committed?
Goleta	$25,000.00	N/A
Lompoc	$25,000.00	No
Santa Maria	$0.00	N/A
City of Santa Barbara	$40,000.00	No
TOTAL	$90,000.00	

C6. List the name(s) and title(s) of the organization's staff who attended mandatory training.
Laurie Leis, Executive Vice President of Advancement

C7. Select the Supervisorial district in which the program office is located.
District 1 - Williams

C8. Agency Mission Statement
The mission of the United Boys & Girls Clubs of Santa Barbara County (UBGC) is to enable all young people, especially those who need us most, to reach their full potential as productive, caring and responsible citizens.

UBGC is dedicated to ensuring that our community's children and teens have greater access to quality enrichment programs and services that enhance their lives and shape positive and successful futures. Our Clubs offer a safe space

for all youth to develop life skills, positive relationships, and a more productive future. We offer the same access and quality programming for all youth regardless of economic or accessibility barriers the family may be facing.

Years of operation

C9. How long has your agency been in operation?
84

C10. How long has the proposed program been in operation?
0

C11. Was the proposed CDBG program funded by the County in FY 2021-22?
No

C12. If the proposed program was not funded by the County last year, is it a new program or is it a continuing program with an increased service level?
Explain the new program or how the existing program will increase its current service level. Provide information on the increased demand for services and proposed increased outcomes over the prior year. If the program was funded last year, you may leave this section blank.
We are introducing College Bound at the Carpinteria Club in 2022-23. This program was developed by the Boys & Girls Clubs of America. This will be the first time the program is offered at the Carpinteria Club. We have seen an increased demand for academic support and mentorship for teens during the pandemic. Many teens have been cut off from guidance counselors, teachers, and mentors as a result of school closures and cancellation of sports and events. For this reason, we are introducing College Bound, a program designed to guide high school students through the process of graduating on time and creating a plan for the future.

C13. Is your agency a Faith-Based Organization?
I.e. congregations; national denomination networks (ex: Catholic Charities, Lutheran Social Services) or networks of related organizations (ex: YMCA and YWCA); and freestanding religious organizations, which are incorporated separately.
No

C15. In addition to the proposed program for CDBG/HSC funds, please provide a brief description of all of your Agency's programs and services.
UBGC offers out of school enrichment programs (after school, weekend, and summer hours) that engage youth in activities with adults, peers, and family members that enable them to reach their full potential. UBGC is an independent organization under the national organization, Boys & Girls Club of America.

Our programs focus on five core areas: Arts, Sports & Fitness, Character & Leadership, Health & Life Skills, and Education & Career Development. At our Clubs, each day is filled with structured and semi-structured activities where youth build relationships with their peers and caring, professional staff. Some examples of the activities include homework assistance, organized athletics, computer lab, art and music lessons, and collaborative guest programs by other agencies. Our members are empowered by experiencing success.

We serve approximately 5,000 youth members across Santa Barbara County. Our five primary Club locations are Santa Barbara Westside, Santa Barbara Downtown, Goleta, Lompoc, and Carpinteria; as well as two school site programs in Buellton and Solvang, and the 93 acre Camp Whittier. Our members are youth in kindergarten through 12th grade

from areas surrounding our primary Club locations.

In response to the need for transportation for some of the most vulnerable youth participants, we expanded outreach services to include free daily transportation to and from the Club. This reaches youth in the areas of highest poverty such as low-income housing units, motels, and homeless shelters.

D. Program Information

Completed by mbaker@unitedbg.org on 1/14/2022 8:53 AM

Case Id: 31586
Name: United Boys & Girls Clubs of SBC, Carpinteria
Address: *No Address Assigned

D. Program Information

Please provide the following information.

D1. Name of program
Carpinteria Club - College Bound

D2. Street address of the proposed program
4849 Foothill Road Carpinteria, CA 93013

D3. Briefly summarize the program that is to be funded with CDBG/HSC funds. You will have an opportunity to provide a more detailed description in question C.8 below.
UBGC will be introducing College Bound, a college and career readiness program designed by the Boys & Girls Clubs of America that works to ensure high school students graduate on time with a plan for the future. We expect to reach 10-15 teen members at the Carpinteria Club in 2022-23. Your support will help us cover staff costs so that we can offer affordable programs to youth.

D4. Select the Human Services Commission priority that best describes your agency's proposed program for which you are seeking funding.
Help to ensure access to services for all vulnerable populations

D5. Enter the number of persons, by income, expected to be served by the proposed program during the fiscal year July 1, 2022 – June 30, 2023.

Count all members of a household when the entire household is served (e.g. food banks); for services targeting individuals (e.g. mental health counseling), count only the person receiving services.

Persons 0-30%	8
Persons 30%-50%	2
Persons 50%-80%	2
Persons >80%	3
TOTAL	15

D6. Define the program's service area. This may be defined in terms of streets, census tracts, city/county boundaries, or another similar method.
Our Carpinteria Club is located at 4849 Foothill Road Carpinteria, CA 93013. The service area is the neighborhoods surrounding the Club location. Carpinteria is 45 percent Hispanic according to census data. The census tracts located in the service area include 16.01, 16.04, and 17.04. Santa Barbara County now ranks third among California's 58 counties in its rate of poverty, according to just-released, deep-dive data on poverty in the state by the influential Public Policy Institute of California (PPIC). In 2020-21, 71% of students enrolled in Carpinteria Unified School District

were eligible for free and reduced price meals (FRPM) and 25% were English Learners (ed-data.org).

D7. Select the area of the County which the program primarily serves.
South County

D8. Describe the program to be funded, including the type of activities that will be provided and the population to be served.
College Bound is designed to guide students through the process of reaching high school graduation and exploring options for next steps after graduating. The Carpinteria Club will be introducing this program in 2022 for the first time. Teens are struggling with isolation and falling behind in online learning; this program will help teens prepare for graduation from high school with a plan for the future.

Our Clubs are a high impact intervention for youth in the communities we serve. We intentionally focus on providing every child with educational support and life skills necessary to close the opportunity gap, especially for youth who face socio-economic challenges and barriers to accessing quality education and resources needed to do well in school.

The funds we are requesting will help pay our professionally trained staff, who will make the College Bound program possible. The Club is expanding to meet the needs of our neighborhoods for out of school enrichment.

The College Bound program fundamentals include:
*Case management
*Career exploration workshops and field trips (in-person if current health guidelines permit)
*College bound prep classes/webinars
*Parent workshops
*Daily tutoring and Math/Science tutoring at the Downtown location
*Mentoring
*Assistance with college applications and securing resources for college

We expect to reach at least 10-15 teens in Carpinteria with College Bound in 2022-23.

Our Carpinteria Club opened in 1967. Carpinteria Club hours are as follows: M-F 9:30am-6:30pm; School Breaks: M-F 7:30am-6:30pm; Saturdays 10 am-4:00 pm. We will continue to accept all families in need regardless of their financial state. By helping us cover staff costs, you will allow us to offer membership to all youth for only $40/year, when our annual cost per youth is approximately $1,200. We offer scholarships to youth who cannot afford the $40 annual membership fee.

D9. Provide a concise, objective statement of work to be incorporated into the program's contract if the program is selected for funding.
CDBG funding will allow us to introduce new programming, College Bound, to help teens from marginalized communities graduate high school ready for college or careers. We expect to serve at least 10-15 teen members through College Bound in 2022-23. Your support will help us cover our largest program cost, our qualified and professional staff, thus allowing us to reach teens with our College Bound program at no extra cost to them. This will provide extra support and resources for teenagers who are falling behind in school and need guidance to prepare for graduation and beyond.

Our Club provides a safe space for kids and teens to develop essential skills, make lasting connections, and have fun.

We have been expanding outreach and programming over the last several years. Some examples of the activities include Power Hour (tutoring and homework assistance), Triple Play (structured exercise activities), arts and crafts, Science Technology Engineering Art Math (STEAM) programming, and collaborative guest programs by other agencies. We also provide healthy hot meals and snacks every day.

We serve all youth in the areas surrounding our program sites, with an emphasis on youth from socio-economically disadvantaged communities.

D10. Describe the unmet need to be addressed by this program
National trends since March 2020 show the negative impacts of the pandemic on youth: screen time has increased by an average of 50%, physical movement has decreased by 41%, anxiety and depression rates have increased by almost 50%, youth suicide rates have increased by 250% in some parts of the US. While we have not yet seen data on the local impact, we expect that our region is experiencing similar trends.

According to the CDC, "Beyond getting sick, many adolescents' social, emotional and mental well-being has been impacted by the pandemic. Trauma faced at this developmental stage may have long-term consequences across their lifespan."

Also according to the CDC, adults can play a significant role in helping teens adjust to the changes they are facing because of the pandemic. The CDC recommends that adults help teens maintain a normal routine; talk, listen, and encourage expression; teach steps to stay healthy; reassure adolecentes about safety and well-being.

For our teens members, the Club is a place where they have a routine, caring adults as mentors, and access to mental and physical wellness support. This makes a crucial difference in the mental wellness of each teen member.

College Bound gives teens the opportunity to have one on one guidance in the process of applying to colleges. Many of our teen members will be the first in their families to attend a college or university; this means there is no one at home to help them with the application process. This process can be overwhelming and students without an adult mentor to guide them face a serious barrier to accessing higher education.

If a child has a mental wellness need beyond what is offered at our clubs, then we we refer them to Child Abuse Listening Mediation (CALM), they expedite referrals for us.

D11. Describe this program's needs assessment process. How did your agency determine the need for this program, and how often do you reevaluate and perform needs assessments?
After a year of pandemic related isolation, youth are struggling to cope emotionally and maintain their academic achievements and mental and physical health. Experts are predicting a widening of the pre-existing opportunity gap for youth from communities of color and/or youth facing socio-economic challenges. There is an increased need for educational and wellness support.

Many of our members face obstacles in life, and often lack the resources to which their affluent peers have easy access. The majority of the youth we serve are from families experiencing economic challenges, and more than half of our members are students of color, primarily Latinx. Many of our members have parents who work multiple jobs, meaning there is not an adult available to help them with their homework, or drive them to sports practice. Many members will be the first in their family to go to college.

To ensure we are continually improving our services to meet the changing needs of our clients, we collect feedback

from members, parents, staff, and teachers on the effectiveness of the services we offer. We are tracking the academic progress of our students through STAR and Freckle educational programming. Freckle is an adaptive learning software that allows us to track average grade levels and tutoring efficacy. Every student is given a pre-test and then monthly follow up post testing to track their progress.

Our proprietary Membership Tracking System (MTS) allows us to collect demographic and family income information, club attendance, and participation in Power Hour.

Through the National Youth Outcome Initiative (NYOI), we measure our member's satisfaction in several areas including overall experience, sense of belonging, emotional safety, and more. Our members are twice as likely to graduate from high school and live a healthy lifestyle as peers who do not attend the Club.

D12. Describe how your agency collaborates with other organizations that provide similar services and how you work together to reduce duplication, share data, and collaborate on the provision of services. Explain the results.
UBGC has cooperative relationships with all the school districts in which we operate as well as with other community organizations. We are working with the counselors from Santa Barbara, Lompoc, and Carpinteria school districts to help meet the support needs of our youth members. Counselors have referred the students who are not showing up to zoom or lack the resources to be successful to receive educational support from our Clubs. We strengthened our partnership with the United Way of Santa Barbara County through the "Learning & Enrichment Centers Collaborative" when schools were closed.

We offer full scholarships for youth at Transition House. In 2020, we strengthened our relationship with the Foodbank to provide 110,684 of free food packages to families in need in the first few months of the pandemic.

Santa Barbara Boys & Girls Club (downtown club) joined the United Boys & Girls Clubs of Santa Barbara County (UBGC) in June 2020. This is the first time that all clubs in the area will operate together since the oldest Boys & Girls Club was founded in 1938.

D13. How are clients referred to the program?
College Bound will be offered to our existing teen members.

Many of our clients are referred to the program through school counselors and teachers at nearby schools or through word of mouth among the community. Outreach initiatives include a school site physical fitness program during recess hours (known as recess programming) at 11 schools across the county (3 in Carpinteria) and partnerships with schools and other service agencies who refer clients to our Clubs. We also work with the Police Activities League (PAL) to reach more teens through collaborative programming. UBGC also maintains effective collaborative relationships with Santa Barbara County Education Office, County Probation, the YMCA, The Foodbank, Transition House, etc. to identify scholarship recipients and expand our program offerings.

D14. Describe your program's outreach or marketing activities to reach primarily low-income persons.
The College Bound program will be offered to our current teen members in the first year. In future years, we will reach out to local schools and community organizations to market the College Bound program to their clients.

As mentioned above, we primarily reach out to new potential Club members through our partnerships with local schools. In Carpinteria, most of our students come from these schools: Aliso Elementary (72% Free/Reduced Price Meal qualified and 85% Latinx), Canalino Elementary (58% FRPM and 73% Latinx), Carpinteria Middle (61% FRPM and 79% Latinx), and Carpinteria Senior High (55% FRPM and 74% Latinx).

School staff and counselors refer students to our Club who they think would benefit from out of school enrichment and support programs. Counselors have referred the students who are not showing up to zoom or lack the resources to be successful to receive educational support from our Clubs.

D15. Describe how your organization provides culturally sensitive services and ensures access to non-English-speaking populations.

Our organization has a long history of operating culturally competent, high-quality and cost effective programs for our members. We have more than 84 years of experience offering programming that meets the needs of our communities' youth. It is in our DNA to serve youth who lack access to resources in our communities.

Many of our staff are former Club members, are bilingual, and are people of color. Spanish translation is provided for families or members who prefer Spanish. Our staff are trained in accordance with nationwide standards for the Boys & Girls Clubs of America. We hired a new VP of Operations that will implement training and professional development in the upcoming months. We will expand on the social emotional training for staff to support the mental wellness needs of our kids. All our sports teams are multicultural; we focus on inclusion.

The quality of our programs is guaranteed by the national standards of the Boys & Girls Clubs of America. Our primary offerings, including Power Hour and Triple Play, are nationally acclaimed and evidence-based. College Bound is also a nationally acclaimed and evidence-based program designed by the Boys & Girls Clubs of America.

Since 1938, no child has ever been turned away. We adapt our programming to meet the changing needs of our communities.

D16. How do you ensure that the target population has access to your services? (E.g. transportation assistance, remote or at-home delivery of services, etc.). Are all facilities used to provide program-related services ADA-compliant?

We offer free transportation from schools to our Clubs. We provide Spanish translation. Our facilities are ADA accessible.

We continually adapt our services to ensure we are reaching youth who need us the most and overcome any barriers to access that they face.

Our core programming has remained the same throughout the pandemic. We adapted our service delivery, from online during the first few months to modified in person programming in July 2020. We increased our emphasis on educational support through expanding Power Hour.

During a normal year, we operate based on the school calendar, which means when kids are in school, we are closed, and when the school day ends, we offer out of school programs. During summer, we are normally open all day for members while they are all out of school. Due to the pandemic, we have been operating on a summer schedule for the entire year that schools were closed (March 2020-March 2021). When parents who were still working had nowhere for their children to go while they worked, they sent them to us.

Snacks and meals are provided during after school, Saturday, and summer programs. This is needed as many of the families we serve are facing food insecurity and rely on our Clubs for their children's afterschool snack and evening meal.

E. Federal Eligibility

Completed by mbaker@unitedbg.org on 1/14/2022 8:55 AM

Case Id: 31586
Name: United Boys & Girls Clubs of SBC, Carpinteria
Address: *No Address Assigned

E. Federal Eligibility

Please provide the following information.

Is this an application for CDBG funds?
Yes

E1. Select ONE of the following criteria under which the proposed program qualifies. (Click on each option to see the definition before making your final selection).
Low-Moderate Clientele

E4. **Low-Moderate Clientele**

Low-Moderate Clientele: Information on income must be collected for ALL clients or households to demonstrate that at least 51% of the clients served are low- or moderate-income.

The applicant agrees to income qualify its clientele in accordance with 24 CFR Part 5, and to collect race and ethnicity information from its clientele in accordance with Census categories.

Income information must be collected for ALL adults aged 18 or older, including low-income and non low-income persons or households to demonstrate that at least 51% of those served are at or below 80% of Area Median income as published by HUD annually for the Santa Barbara County/Santa Maria Metropolitan Statistical Area (MSA). If a client cannot or will not provide income documentation, they must be presumed to be above 80% of Area Median Income.

If the proposed program does not meet the definition of Area Benefit or Presumed Beneficiaries, the Agency must perform income certification verifying at least 51% of clients served have incomes at or below 80% of Area Median Income. For example, if the project will serve 100 clients, at least 51 of these must be determined to be at or below 80% of AMI for Santa Barbara County to meet CDBG objectives.

E5.

☑ **Agency attests that it will income-certify ALL clients benefitting from the proposed program in accordance with 24 CFR 5.609-612. This includes collecting pay check stubs, bank statements, federal subsidy monthly statements, e.g. SSI, and asset information. The collection of income tax returns alone is not a sufficient source of documentation and may be used only to confirm or verify income.**

E6. Please provide a brief description of current and/or past agency experience in performing and determining individual/household income. Include sources of documentation used and responsible agency/staff experience in this regard.
Our proprietary Membership Tracking System (MTS) allows us to collect demographic and family income information, club attendance, and program participation. Each Club Director is responsible for overseeing the collecting of household

income data for all members. UBGC has received multiple CDBG grants over the past several years and is familiar with CDBG reporting. Our Club Director, Don Hall, has been responsible for CDBG reporting for the Carpinteria Club for the last two years.

E7. If agency clientele qualify as "low-income" in accordance and definition by another federal agency and/or program, such as food stamps, please indicate this and how it is/will be documented as consistent with CDBG income qualifications, e.g., other federal means-tested, needs-based programs related to housing, health care, education, nutrition, etc.

We collect income information from each member via the membership application. The membership application asks if the child qualifies for the free or reduced price lunch program at school. For students who request a scholarship, we request proof of income via paystubs or tax returns or eligibility for free/reduced price meals at school.

F. Program Goals

Completed by mbaker@unitedbg.org on 1/14/2022 9:07 AM

Case Id: 31586
Name: United Boys & Girls Clubs of SBC, Carpinteria
Address: *No Address Assigned

F. Program Goals

Please provide the following information.

F1. Identify the number of unduplicated clients to be served by the proposed program.
If a person receives multiple counseling sessions annually, count that person one time. If a person visits a food bank multiple times in the year, count all members of the family at each visit.
15

F2. List up to two other quantifiable outputs/performance targets. For each output or target, describe how program participants' lives will be improved.

Output examples: # of services provided, e.g. meals, classes, counseling or case management sessions, etc. Impact examples: improve nutrition/health, increased self-sufficiency, change in economic status, etc.

Goal Description	Number	Impact Expected
15 teen members will participate in College Bound in 2022-23 at the Carpinteria Club	15	Teens will have access to the resources and guidance they need to graduate high school with a plan for the future (college, technical school, or career)
	0	

F3. List two quantifiable outcomes. Outcomes should be related to the impacts described in the goals above.

Outcome examples: # of clients who report improved well-being on surveys or measurements, # of clients who enter permanent housing, etc.

Goal Description	Number	Impact Expected
All 15 College Bound participants will graduate from high school	15	Students will have a high school degree and a plan for the future
The percentage of students who agree with this statement "Adults here encourage me to do my best" will increase from 77% in 2021 to 85% in 2022 (based on NYOI annual survey)	85	Teens will report a strong sense of belonging and connection to adult mentors at the Club, indicating their trust and safety at the Club.

F4. Describe your client intake process. You will be required to upload a blank intake form in the "Required

Documentation" section.

Note: To qualify for an award of CDBG funds, the agency must collect race and ethnicity information from all clients and, if required, income documentation.

UBGC collects client data through our membership application (attached to this grant request). The application asks for race/ethnicity information and income levels. This information is entered into our comprehensive proprietary Membership Tracking System (MTS). The MTS is also used to monitor and evaluate our programs. This is used across our Club locations to track program attendance for all programs. We are currently working with local school districts to create MOU's so that we can also track a student's academic progress and proficiency.

G. Capacity

Completed by mbaker@unitedbg.org on 1/14/2022 9:08 AM

Case Id: 31586
Name: United Boys & Girls Clubs of SBC, Carpinteria
Address: *No Address Assigned

F. Capacity

Please provide the following information.

G1. Describe your Agency's experience and capacity in assisting clients and meeting goals and objectives.
Our Carpinteria Club has served the community since 1967. Our organization invests in our staff, facility, and programs to ensure we offer the highest possible quality of service. We collect feedback from members, parents, staff, and teachers on the effectiveness of the services we offer. Through the National Youth Outcome Initiative (NYOI), we measure our member's satisfaction each year in several areas including overall experience, sense of belonging, emotional safety, fun, adult connections, staff expectations, and recognition.

Between January and May 2021, we completed a parent survey with participation from 26% of our member families. Of the survey participants (parents), 75% rated the parent experience as 5 (on a scale of 1-5); 72 percent rated the member experience as 5 (on a scale of 1-5); 66% noted a positive change in behavior in their children; and 67% selected education as a primary area where their child needs support.

Parents shared their appreciation for the following:
* Clubs stayed opened during most of the pandemic
* Club employees care about the kids, and it shows
* Club hours of operation are great for working parents
* Positivity and energy- kids feel safe and have tons of fun
* Communication and involvement of the staff with the kids

G2. Describe your organizational plan to continue programs should there be a reduction in staff or volunteers in the face of another health emergency or natural disaster.
Our programs have continued throughout the pandemic. When it was not safe to meet in person, we provided virtual programming. When it was safe to meet in small groups, we increased the staff to student ratio and increased sanitization. We created a rotation schedule to ensure everyone' safety. We will continue to use these adaptations if needed.

G3. List the staff positions that will be dedicated to the proposed program. In addition to your answer, please upload bios or resumes of key staff in the Documents section.

For each position, include: a) name, b) title, c) experience and qualifications, d) projected number of hours per week dedicated to the proposed program, e) whether it is an existing position or will be a new hire, and f) whether paid or unpaid.

Name of Staff Person	Position Title	Experience and Qualifications	Hours/Week	Existing or New?	Paid or Volunteer?
To be hired	Assistant Club Director	UBGC is currently seeking to hire an Assistant Club	40	Existing	Paid

		Director for the Carpinteria Club. The candidate will have a BA as well as 3-5 years of experience in education and/or youth programming.			

H. Best Practices Evidence-Based Program

Case Id: 31586
Name: United Boys & Girls Clubs of SBC, Carpinteria
Address: *No Address Assigned

Completed by mbaker@unitedbg.org on 1/14/2022 9:08 AM

H. Best Practices Evidence-Based Program

Please provide the following information.

H1. Is this an application for Human Services Best Practices funds?
No

Please continue to the next section.

I. Financial

Completed by mbaker@unitedbg.org on 1/14/2022 9:08 AM

Case Id: 31586
Name: United Boys & Girls Clubs of SBC, Carpinteria
Address: *No Address Assigned

I. Financial

Please provide the following information.

I1. Does the applicant have sufficient cash reserves to pay for program costs as they are incurred?
CDBG/HSC funds are provided on a cost-reimbursement basis; proof of payment will be required prior to CDBG/HSC reimbursement.
Yes

I2. Select the month in which your Agency's fiscal year ends.
December

I3. Does your Agency have any outstanding litigation or other legal issues
No

I4. Are there any outstanding financial audit findings which remain unresolved?
No

I5. Did the Agency expend $750,000 or more in federal funds in its last fiscal year?
No

J. Insurance

Completed by mbaker@unitedbg.org on 1/14/2022 9:09 AM

Case Id: 31586
Name: United Boys & Girls Clubs of SBC, Carpinteria
Address: *No Address Assigned

J. Insurance

Please provide the following information.

J1. Upload the following Certificates of Insurance and enter their expiration dates: For a description of County insurance requirements, click here.

☑ **General Liability**
County of SB - COI.pdf

Expiration Date

☑ **Automobile Insurance**
County of SB - COI.pdf

Expiration Date

☑ **Workers Compensation**
County of SB - COI.pdf

Expiration Date

☑ **Professional Liability**

County of SB - COI.pdf

Expiration Date

UPDATED INSURANCE MUST BE SUBMITTED IMMEDIATELY UPON EXPIRATION.

K. Proposed Program Budget

Completed by mbaker@unitedbg.org on 1/14/2022 9:18 AM

Case Id: 31586
Name: United Boys & Girls Clubs of SBC, Carpinteria
Address: *No Address Assigned

K. Proposed Program Budget

Please provide the following information.

K1. CDBG/HSC eligible costs include those necessary for the operations of the CDBG/HSC-funded program, including labor, supplies, employee training, conferences, travel, marketing, etc. Ineligible costs include purchase of equipment and personal property.

List all budget line items below, including each individual CDBG/HSC-funded staff position. Please limit your CDBG/HSC funding request to no more than four budget line items.
Email HCDNOFA@co.santa-barbara.ca.us with any questions.

Proposed Program Budget. Include the total budget for the proposed program and show which budget lines will include CDBG/HSC funds. Each staff position assigned to the project must be a separate line item.

Budget Line Item	Funding From This Application	Other Funding	Program Total
Staff	$15,000.00	$223,604.00	$238,604.00
Travel & Transportation	$0.00	$8,800.00	$8,800.00
Consulting	$0.00	$28,200.00	$28,200.00
Admin	$0.00	$5,312.00	$5,312.00
Facility Costs	$0.00	$56,184.00	$56,184.00
Employee Benefits	$0.00	$31,118.00	$31,118.00
Liability Insurance	$0.00	$19,200.00	$19,200.00
Payroll Taxes	$0.00	$23,860.00	$23,860.00
Program Expenses	$0.00	$16,980.00	$16,980.00
TOTAL	$15,000.00	$413,258.00	$428,258.00

K2. Funding Sources for Proposed Program

Identify sources of leveraged funding, including in-kind match, for this activity in the tables referenced below. Include the status of these funds (i.e. cash on hand, grants received, planned fundraising, in-kind amount for volunteers, staff time, etc.). BE SPECIFIC – don't just say "Private Trust," say "Private Trust: John and Jane Doe Memorial Foundation," list all anticipated loans, etc. Include any restricted/unrestricted reserve funds you intend to use, as well. Details can be provided as an additional uploaded document.

Total sources must match total budget above.

Other Funding (Name of Source)	Status	Amount ($)	Anticipated award notification date
County of Santa Barbara	Pending	$15,000.00	6/1/22

(CDBG)			
County of Santa Barbara (HHS Best Practices)	Pending	$100,000.00	6/1/22
Individual Contributions (Various)	Not Yet Requested	$3,600.00	4/1/22
Corporate Contributions (So Cal Edison)	Not Yet Requested	$1,440.00	8/1/22
Program Fee Income	Pending	$112,800.00	12/1/22
Rental income	Pending	$15,000.00	12/1/22
UBGC general funds	Committed	$180,418.00	12/1/22
Total program revenue		$428,258.00	

L. Required Documentation

Completed by mbaker@unitedbg.org on 1/14/2022 9:34 AM

Case Id: 31586
Name: United Boys & Girls Clubs of SBC, Carpinteria
Address: *No Address Assigned

L. Required Documentation

Please provide the following information. The circle to the left of each file will be filled with a green checkmark upon successful document upload. If necessary, you may upload multiple documents under a single category.

Please download, complete, and upload below

- W9
- Conflict of Interest Statement

Documentation

☑ **W-9** *Required
UBGC W9 2021.pdf

☑ **Form 990** *Required
UBGC 2020 Form 990 Signed.pdf

☑ **Articles of Incorporation and Bylaws** *Required
UBGC Articles of Incorporation.pdf
UBGC Bylaws.pdf

☑ **Federal Tax Exemption Letter** *Required
UBGC IRS letter.pdf

☑ **Most Recent Audited Financial Statements** *Required
UBGC 2020 Audit.pdf

☐ **Most Recent Single Audit (see question I.5)**

***No files uploaded*

☑ **Organizational Chart** *Required

Org Chart for UBGCSB.pdf

☑ **List of Board of Directors** *Required

Board of Directors 2021.pdf

☑ **Conflict of Interest Statement** *Required

UBGC Conflict of Interest Statement 2022.pdf

☑ **Resumes of Program Team** *Required

Assistant Club Director & Athletics Coordinator - FT Carpinteria Unit 09-23-21 DCH.pdf

☑ **Blank Intake Form** *Required

Club Client Intake Form.pdf

☑ **Handouts and Promotional Material**

UBGC_Case_for_Support_2021-min.pdf

☐ **Additional Documentation**

***No files uploaded*

Submit

Completed by mbaker@unitedbg.org on 1/14/2022 9:36 AM

Case Id: 31586
Name: United Boys & Girls Clubs of SBC, Carpinteria
Address: *No Address Assigned

Submit

Please provide the following information.

I CERTIFY THE FOLLOWING:

☑ **The information contained in the application and all attachments is true to the best of my knowledge.**

☑ **The Agency is a 501(c)(3) or (4) Non-Profit Organization.**

IF AWARDED FUNDS, THE AGENCY CERTIFIES THAT:

☑ **It will notify the County in writing of any proposed changes to the project's scope, schedule, or budget, and it understands that all changes must be approved by the County before they are implemented.**

☑ **It will comply with Federal, State and County regulations and policies applicable to the source of funds awarded.**

☑ **It understands that the County, HUD or other federal entity shall have access to all program and financial records related to the program for monitoring or audit purposes.**

☑ **There will be sufficient funds, including County and other sources of funds, to operate the program as proposed.**

☑ **There will be sufficient staff capacity to effectively administer the program.**

☑ **It will income-qualify all program participants (beneficiaries) in accordance with 24 CFR Part 5.609 (Part 5), unless certified by the County as an Area Benefit or Presumed Beneficiary program.**

☑ **It will collect income, race and ethnicity data on low-income persons and, if applicable, special populations such as elderly, abused children, homeless, disabled, HIV/AIDS persons (see definitions of special needs populations in question D3 of the application).**

☑ **It will retain records relating to the use of federal funds for a period not less than five years.**

☑ **It has, or will have in place prior to the execution of an agreement with the County, a personnel policy with an**

affirmative action plan and grievance procedure.

☑ **It will provide timely performance reports as required in the executed agreement with the County.**

☑ **It will provide proof of insurance described in the "Insurance" section of the application and will provide updated insurance immediately upon expiration.**

☑ **It will comply with the Federal Funding Accountability and Transparency Act (FFATA) – 2 CFR Part 170.**

☑ **It will comply with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.**

☑ **It will comply with Generally Accepted Accounting Principles.**

Signature
MIchael Baker
Electronically signed by mbaker@unitedbg.org on 1/14/2022 9:35 AM

Date
01/14/2022

ATTACHMENT C

Girls Inc of Carpinteria
Community Development Block Grant Public Service Application

City Council Staff Report
March 14, 2022

A. Applicant Information

Completed by jessica@girlsinc-carp.org on 1/13/2022 3:02 PM

Case Id: 31622
Name: Girls Inc. of Carpinteria Out-of-School Support
Address: *No Address Assigned

A. Applicant Information

Please provide the following information
Click here to download the FY 2022-23 NOFA

ORGANIZATION INFORMATION

A.1. Legal name of organization
Girls Inc. of Carpinteria

A.2. Physical Address
5315 Foothill Road Carpinteria, CA 93013

A.3. Mailing address
5315 Foothill Road Carpinteria, CA 93013

A.4. Organization Web Site
www.girlsinc-carp.org

A.5. DUNS Number
930346770

A.6. Federal EIN/TIN Number
23-7430292

PRIMARY CONTACT INFORMATION

A.7. Title
Office and Data Manager

A.8. First Name
Paola

A.9. Last Name
Vega

A.10. Phone
8056846364

A.11. Email
paola@girlsinc-carp.org

ADDITIONAL CONTACT INFORMATION

A.12. Agency's Chief Executive
Jamie Collins

A.13. Phone
8056846364

A.14. Email
jamie@girlsinc-carp.org

A.15. Program Coordinator
Kenya Rodriguez

A.16. Phone
8056846364

A.17. Email
kenya@girlsinc-carp.org

A.18. Financial Coordinator
Paola Vega

A.19. Phone
8056846364

A.20. Email
paola@girlsinc-carp.org

B. Funding Source

Completed by jessica@girlsinc-carp.org on 1/13/2022 3:02 PM

Case Id: 31622
Name: Girls Inc. of Carpinteria Out-of-School Support
Address: *No Address Assigned

B. Funding Source

PLEASE READ THESE INSTRUCTIONS CAREFULLY

Applicants are invited to apply for funding from any of three sources:

- Community Development Block Grant (CDBG) Public Services
- Human Services General Fund – Basic Services
- and Human Services General Fund – Best Practices.

An applicant may apply for funding for a single program from multiple sources, or for multiple programs from a single source, by submitting multiple applications. However, each individual application must **select only one program and one funding source**.

A description of each funding source follows. Please read carefully before selecting ONE funding source for this application.

CDBG Public Services: CDBG funds are provided to the County by the Federal government to be allocated to local projects. Subrecipients will be required to demonstrate that they serve a predominantly low- to moderate-income clientele as specified in Section E of this application, and must document the demographics of their clientele.

HSC General Fund – Basic Services: Basic Services programs meet the basic needs of community members, and applications may request $15,000 to $50,000. There are no special requirements associated with this funding source.

HSC General Fund – Best Practices: Best Practices programs are innovative programs providing tangible, lasting benefits to clients, and applications may request $50,000 to $100,000. Applicants must demonstrate in Section H of this application that the proposed program is research based, provides benefits above and beyond meeting clients' basic needs, and participates in a process of continual evaluation and improvement.

B1. Please select the ONE funding source for which you are applying in this application:
CDBG Public Services

C. Funding Request

Completed by jessica@girlsinc-carp.org on 1/13/2022 3:05 PM

Case Id: 31622
Name: Girls Inc. of Carpinteria Out-of-School Support
Address: *No Address Assigned

C. Funding Request

Please provide the following information.

C1. Please select the funding source for this application.
CDBG Public Services

C2. Amount requested for this program:
$15,000.00

C3. Total Requested Program Funding by Jurisdiction. Enter amounts requested for each jurisdiction. Minimum $15,000 grant request for Santa Barbara County.

Santa Barbara County	$25,000.00
Carpinteria	$15,000.00
TOTAL	$40,000.00

C4. Have you applied, or will you also be applying for CDBG funding from any of the listed jurisdictions?
No

C5. If yes, list the amounts requested from each jurisdiction and whether or not the funds have been committed. If no, leave this table blank.

	Amount ($)	Committed?
Goleta	$0.00	N/A
Lompoc	$0.00	N/A
Santa Maria	$0.00	N/A
City of Santa Barbara	$0.00	N/A
TOTAL	$0.00	

C6. List the name(s) and title(s) of the organization's staff who attended mandatory training.
Carly Bass, Development Director
Jamie Collins, Executive Director

C7. Select the Supervisorial district in which the program office is located.
District 1 - Williams

C8. Agency Mission Statement
Girls Inc. of Carpinteria inspires all girls to be strong, smart, and bold to work towards creating empowered girls and an equitable society.

Years of operation

C9. How long has your agency been in operation?
50 years

C10. How long has the proposed program been in operation?
50 years

C11. Was the proposed CDBG program funded by the County in FY 2021-22?
No

C12. If the proposed program was not funded by the County last year, is it a new program or is it a continuing program with an increased service level?
Explain the new program or how the existing program will increase its current service level. Provide information on the increased demand for services and proposed increased outcomes over the prior year. If the program was funded last year, you may leave this section blank.
Girls Inc. of Carpintera's proposed program was not funded by the County last year. Last year, our application focused on one specific aspect of our programs. This year, we're requesting support for our Out-of-School programs, which we've operated for many years. Our leadership is requesting funding for our Out-of-School programs due to the increased need onset by the pandemic. In a recent survey, we found that at least 80% of our families faced reduced hours, furloughs, or layoffs during the pandemic. We are increasing current service levels because we recognize that it's more important than ever to support our families with critical safety net child care services. We are doing everything in our power to provide affordable and free services to girls and families from low-income backgrounds so families can work and recover from the pandemic.

C13. Is your agency a Faith-Based Organization?
I.e. congregations; national denomination networks (ex: Catholic Charities, Lutheran Social Services) or networks of related organizations (ex: YMCA and YWCA); and freestanding religious organizations, which are incorporated separately.
No

C15. In addition to the proposed program for CDBG/HSC funds, please provide a brief description of all of your Agency's programs and services.
Girls Inc. of Carpinteria inspires all girls to be strong, smart, and bold through impactful programs that empower girls to achieve personal, social, political, and economic success. Our programs respond to the critical need in Carpinteria for high-quality after-school enrichment for K-12th grade girls. As the only licensed school-age program in Carpinteria, we focus on three core essential services (healthy living, academic support & enrichment, and life skills instruction) with age-appropriate and relevant information that is interactive, inclusive, and culturally appropriate to reach our designed outcomes. Our holistic approach helps girls to value themselves, take risks, and discover/develop their inherent strengths.

Our Eureka!, STEM, and Literacy programs were developed in response to community needs and remain highlights of our Out-of-School programming. Eureka! is a five-year college-bound program that provides an opportunity for long-lasting mentorships and for girls to drive local, state, and national policy. Our STEM enrichment includes interactive workshops and exposure to leaders in STEM fields where women, particularly women of color, are underrepresented. Our Early Literacy Program inspires elementary girls to reach reading benchmarks and expose them to culturally diverse character experiences.

In addition to the Out-of-School programming described in this application, Girls Inc. works closely with Carpinteria Unified School District to meet needs during the school day. Recently, we introduced a pilot program on the Carpinteria Middle School campus at the request of the principal to provide substance abuse prevention, comprehensive sexual education, and leadership building programs.

During the 2020-21 school year, we reached 494 students to maintain health & safety practices throughout the pandemic. This year, we are on track to reach our pre-COVID level of service, impacting 1,000 youth (girls and boys) through core programs and school outreach.

D. Program Information

Completed by jessica@girlsinc-carp.org on 1/13/2022 3:12 PM

Case Id: 31622
Name: Girls Inc. of Carpinteria Out-of-School Support
Address: *No Address Assigned

D. Program Information

Please provide the following information.

D1. Name of program
Girls Inc.'s Meets Needs of Carpinteria Families from Low-Income Backgrounds by Providing Comprehensive Programming & Child Care through our Out-of-School Programs

D2. Street address of the proposed program
5315 Foothill Road Carpinteria , CA 93013

D3. Briefly summarize the program that is to be funded with CDBG/HSC funds. You will have an opportunity to provide a more detailed description in question C.8 below.
With funds, Girls Inc. of Carpinteria will provide programming for local youth and families from low-income backgrounds. Girls Inc. is open when schools are closed, including after school, summers, and other breaks serving as a critical child care social service safety net program. Our Out-of-School programming is crucial in the development of our girls' future academic and career interests while meeting immediate child care needs as our hard-working families recover from the pandemic.

D4. Select the Human Services Commission priority that best describes your agency's proposed program for which you are seeking funding.
Sustain critical social service safety net programs countywide for children, families, seniors, homeless, persons with disabilities, victims of abuse and other vulnerable populations

D5. Enter the number of persons, by income, expected to be served by the proposed program during the fiscal year July 1, 2022 – June 30, 2023.

Count all members of a household when the entire household is served (e.g. food banks); for services targeting individuals (e.g. mental health counseling), count only the person receiving services.

Persons 0-30%	144
Persons 30%-50%	136
Persons 50%-80%	32
Persons >80%	88
TOTAL	400

D6. Define the program's service area. This may be defined in terms of streets, census tracts, city/county boundaries, or another similar method.
The majority of the participants in our program are residents of Carpinteria and all attend school within the Carpinteria Unified School District (CUSD).

Our outreach programs, such as Literacy and comprehensive sexual education take place on school campuses within CUSD. Our Out-of-School programming is based on our Carpinteria campus located at 5315 Foothill Road. Our campus includes a new state-of-the-art STEM lab, classrooms, play areas, a gym, a commercial kitchen, library, and more to enhance our programming.

D7. Select the area of the County which the program primarily serves.
South County

D8. Describe the program to be funded, including the type of activities that will be provided and the population to be served.
With funding, Girls Inc. will continue to serve as a critical social service safety net for families from low-income backgrounds while developing participants into strong, smart, and bold individuals. Girls Inc. will provide Out-of-School programs at times families need care most including after school, summer, and winter/spring breaks.

Activities include:
Strong Programs: We focus on our girls' physical and mental well-being and the avoidance of risky behaviors. We strengthen girls' physical health through sports enrichment, and participation in healthy lifestyles, encouraging girls to make healthy, informed choices. Strong programs connect families to resources and family engagement nights focusing on healthy eating, physical fitness, and mental wellness.

Smart Programs: We support girls' intellectual growth through academic enrichment, support, and post-secondary readiness in a supportive, all-girl environment. Girls participate in fun, hands-on activities, visit college campuses, and meet professionals from a variety of fields, with a focus on connecting with female mentors. Our campus recently invested in a state-of-the-art STEM lab to engage girls' interests in science, technology, engineering, and math.

Bold Programs: We believe that each girl has the capacity to be an effective agent of change. Advocacy is a key component of our programs, and our approach centers on the lived experiences of girls. Our programs bolster leadership skills, incorporate civic engagement, and encourage girls to advocate for themselves and their communities.

Girls Inc.'s hard-working families often hold multiple jobs to make ends meet and are in need of child care, but often cannot afford it. Of our participants, 70% qualify as low-income, 70% identify as female, 90% identify as a person of color, and 100% are 5-18 years old. Recognizing how our girls/families face intersectional challenges, Girls Inc.'s high-impact experience is accessible and offered free/reduced cost.

D9. Provide a concise, objective statement of work to be incorporated into the program's contract if the program is selected for funding.
If selected for funding, Girls Inc. will provide the following social safety net services to girls and families in Carpinteria:

*Respond to the critical out-of-school child care need in Carpinteria by offering high-quality after-school and summer enrichment for approximately 400 kindergarten - 12th grade girls.

*Ensure accessibility by providing $120,000+ in scholarship funding and offering free programming for low-income families and sliding scale fees for qualifying families.

*Focus on developing the whole-girl through our strong, smart, and bold programming in a pro-girl environment.

*Provide research-based programming to equip girls to navigate gender, economic, and social barriers, so they grow up healthy, educated, and independent.

*Measure outcomes of our programming through formal evaluation, surveys, and testimonials. As well as continually improving and adjusting programs to meet family and community needs.

Funding from the County is critical in helping local families recover from the pandemic's on-going economic devastation through scholarship support and providing after-school and summer care for working families. Your investment will help ensure girls in our community have the opportunity to engage in a pro-girl environment that inspires them to be strong, smart, and bold.

D10. Describe the unmet need to be addressed by this program
Girls Inc. of Carpinteria's intentional programming fills the gaps for our local schools and is designed to meet the needs of the community. The COVID-19 pandemic has devastated our community, but its impact disproportionately affects low-income families of color. These are the families Girls Inc. serves, and we are keenly aware of our responsibility to support the girls as they navigate the economic and mental health impacts of this crisis. A majority of our program participants face intersectional challenges as predominantly low-income girls of color.

Without scholarship support from Girls Inc., most of our families could not afford high-quality and intentional enrichment. Most of our families consist of either a single-working parent or two full-time working parents. In a recent survey, we found that at least 80% of our families faced reduced hours, furloughs, or layoffs during the pandemic. Currently, 77% of our participants are on scholarship assistance and we expect to grant over $120,000 to families this year, an increase of 22% compared to last fiscal year.

As the only licensed, school-age child care facility in Carpinteria, we work in partnership with schools to provide a safe, empowering environment for girls outside of school hours. Scholarships for Out-of-School care and summer programming are particularly important so all girls can access our strategic continuum of enrichment programs that combine sustained mentorship with hands-on, evidence-based programming to meet the unique needs of each girl. Not only do our programs meet child care needs in our community, but educational needs. Dulce Perez, an 8th grader shares, "Girls Inc. has not only impacted my life, but my parent's life as well. All the elements they don't teach us at school, Girls Inc. fills the gaps."

D11. Describe this program's needs assessment process. How did your agency determine the need for this program, and how often do you reevaluate and perform needs assessments?
For program needs assessment, Girls Inc. directly surveys families, collaborates with schools, and looks at local, regional, and national data to inform our programs.

Girls Inc. follows HUD data-collection guidelines by tracking family income of all participants and need for scholarship support. Five times per year, we directly survey families and participants about their needs and make modifications to our program. As an example, we extended our Out-of-School hours of operation from 5:30 to 6pm during the summer based on parent surveys.

We work closely with Carpinteria Unified School District (CUSD) and local schools to assess needs and adjust programs. CUSD will often identify a gap in their service delivery and reach out to Girls Inc. to fill it. As an example, there has been a recent increase in girl violence at Carpinteria Middle School. CUSD reached out and we are now operating on the middle school's campus three times per week to deliver programming that focuses on empowering

the girls and mitigating the violence.

Our leadership stays updated on recent research that impacts needs and improves programming. As an example, we understand our responsibility to address the mental health toll the pandemic has had on youth. "The prevalence of depression and anxiety symptoms [for youth] during COVID-19 have doubled, compared with pre-pandemic estimates, and moderator analyses revealed that prevalence rates were higher when collected later in the pandemic, in older adolescents, and in girls" (August 2021 JAMA Pediatrics publication). Our County Health Department is analyzing a recent community survey to identify local needs. We are responding to this need by instituting a 3-stage mental health program. Stage one involved training all staff in trauma-informed care and first aid mental health so they are better able to support our girls, families, and staff. We'll implement weekly group therapies in Stage 2 and offer private youth and family counseling in Stage 3.

D12. Describe how your agency collaborates with other organizations that provide similar services and how you work together to reduce duplication, share data, and collaborate on the provision of services. Explain the results.
Collaboration with public, private, and nonprofit sector partners is key to our programs and critical to the success of our girls. Throughout the year, we collaborate with the following entities to support our girls and families:

*Strengthen Support Ecosystem: We coordinate support for students served by local agencies including United Boys & Girls Clubs of Santa Barbara County's Carpinteria Club, the Carpinteria Children's Project, and Carpinteria Unified School District.

*Enrich Strong Programming: The University of California-Santa Barbara's Early Academic Outreach Program, Santa Barbara City College, and additional partnerships with local businesses support our Eureka! programming to deliver a combination of STEM, athletic enrichment, personal development, and career development for our teen participants. Standing Together to End Sexual Assault (STESA) partners with us to provide education about exploitation, misinformation, and resources in the community.

*Incorporate Arts Programming: Santa Barbara Museum of Art and Santa Barbara Dance Institute to make art programming accessible to all youth.

*Enhance Smart Programming: Planned Parenthood of the Central Coast supports literacy components of our programming to help girls explore and uncover deeper understandings of the books and characters they're reading.

*Referrals: We work with the Foodbank of Santa Barbara, Family Services Agency, Child Abuse Listening Mediation, and Hospice of Santa Barbara on a referral basis for girls and families to ensure basic needs and mental health services are met.

Our extensive partnership network continues to grow within the community to meet the needs of our girls and families.

D13. How are clients referred to the program?
Although participants do not need formal referrals to access our services, community organizations and partners share Girls Inc. as a resource when they believe a family can benefit from our comprehensive and compensatory services. Our strong partnerships with the community are critical in our ability to reach girls and families who otherwise may fall through the cracks. Carpinteria Unified School District will often identify students who need out-of-school care, are from low-income backgrounds, and currently performing below grade level. In addition, the County Office of Education will often refer students and families to our services.

We strengthen the overall ecosystem of support services through strong collaborations and informal referral processes. Girls Inc. will refer families to organizations that specialize in services outside of our direct scope such as the Foodbank of Santa Barbara, Family Service Agency, Child Abuse Listening Mediation, Hospice of Santa Barbara, etc. Community organizations will refer Girls Inc. to their participants if they identify a need in their clientele. This collaborative, rather than competitive approach to reaching families, strengthens the community and ensures families are referred to programs that best meet their needs.

D14. Describe your program's outreach or marketing activities to reach primarily low-income persons.
Girls Inc. uses a multi-pronged outreach and marketing strategy to reach primarily persons from low-income backgrounds.

Traditional Marketing
Girls Inc. publicizes our Out-of-School programming through our website, social media channels, e-newsletters, and local news sources. Our website proudly displays our programs and supporters and is regularly updated. We also issue updates about our programs through our e-newsletter (over 1,500 subscribers) and social media channels including Instagram (971 followers), Facebook (1,083 followers), and LinkedIn (60 followers). Our press coverage includes local media outlets such as the Santa Barbara Independent, Noozhawk, Coastal View News, etc.

Partnerships
Girls Inc.'s partnerships and presence in the community increases our word-of-mouth reach, allowing us to reach families who cannot afford child care. Many of our cooperative relationships are with organizations that serve families from low-income backgrounds. These organizations will offer Girls Inc. as a resource, knowing we can meet their needs for free or at an affordable cost. Our collaborations and outreach with other agencies reduce our agency's formal marketing costs. As a result, Girls Inc. focuses more of our monetary and time resources on service delivery that directly impacts our girls and families.

D15. Describe how your organization provides culturally sensitive services and ensures access to non-English-speaking populations.
We recognize and embrace how many community members and Girls Inc. participants are multilingual and multicultural.

Culturally Sensitive Services
Girls Inc. prioritizes providing culturally sensitive services so that our girls are enveloped in an environment where they value themselves and their lived experience, discover and develop their inherent strengths, and embrace their culture. Girls Inc. recognizes that the majority of our girls face intersectional challenges due to systemic injustices designed to deter the progress of girls/women, people of color, gender identity, sexuality, and other identities. Providing culturally sensitive services is critical in fostering a safe and supportive environment so girls grow into strong, smart, and bold individuals. Laura Flores (12th grade) reflects on her experience, "Because of Girls Inc. I am a leader in my community; fierce, strong, and unapologetic. Girls Inc. taught me that my voice is powerful and my experiences matter."

Access to Non-English-Speaking Populations
Carpinteria is an agricultural community with 46% of the population identifying as Hispanic. 49% identify as Non-Hispanic White, 25% of residents born outside the United States, and English and Spanish as the most common languages. As a result, we provide 100% of our electronic and print communications with families in both English and Spanish. If a family expresses a need for other language translations, we can make accommodations so that all can

access our communications.

We work with local agricultural companies and Carpinteria Unified School District to help reach migrant and agricultural worker communities. Girls Inc.'s Out-of-School care is critical for many of these families who work long hours, do not have paid time off that mirrors school breaks, and are not paid living wages. Agricultural companies and CUSD confidently share Girls Inc. as a resource with families knowing that we provide culturally sensitive and accessible services.

D16. How do you ensure that the target population has access to your services? (E.g. transportation assistance, remote or at-home delivery of services, etc.). Are all facilities used to provide program-related services ADA-compliant?

Girls Inc. ensures participants and their families can physically access our services. We provide after-school transportation from all Carpinteria elementary and middle schools to our campus. We send staff to pick up participants in coordination when their school day ends. Girls Inc. has five 9-passenger vans used for pickups. For the elementary school within walking distance, we safely walk girls to our campus.

On our Carpinteria campus, all buildings are ADA compliant. In addition, all buildings are one story, increasing physical accessibility.

Girls Inc. Out-of-School programming provides in-person services when schools are closed to ensure our families are supported. During the pandemic when all children were participating in virtual schooling, we safely opened our campus so that children could attend class on our campus. Having our physical space open when school campuses closed enabled families to work during uncertain and difficult times. If COVID variants arise and health mandates change that require us to close our campus, we will switch to virtual service delivery.

E. Federal Eligibility

Completed by jessica@girlsinc-carp.org on 1/13/2022 3:12 PM

Case Id: 31622
Name: Girls Inc. of Carpinteria Out-of-School Support
Address: *No Address Assigned

E. Federal Eligibility

Please provide the following information.

Is this an application for CDBG funds?
Yes

E1. Select ONE of the following criteria under which the proposed program qualifies. (Click on each option to see the definition before making your final selection).
Low-Moderate Clientele

E4. **Low-Moderate Clientele**

Low-Moderate Clientele: Information on income must be collected for ALL clients or households to demonstrate that at least 51% of the clients served are low- or moderate-income.

The applicant agrees to income qualify its clientele in accordance with 24 CFR Part 5, and to collect race and ethnicity information from its clientele in accordance with Census categories.

Income information must be collected for ALL adults aged 18 or older, including low-income and non low-income persons or households to demonstrate that at least 51% of those served are at or below 80% of Area Median income as published by HUD annually for the Santa Barbara County/Santa Maria Metropolitan Statistical Area (MSA). If a client cannot or will not provide income documentation, they must be presumed to be above 80% of Area Median Income.

If the proposed program does not meet the definition of Area Benefit or Presumed Beneficiaries, the Agency must perform income certification verifying at least 51% of clients served have incomes at or below 80% of Area Median Income. For example, if the project will serve 100 clients, at least 51 of these must be determined to be at or below 80% of AMI for Santa Barbara County to meet CDBG objectives.

E5.

☑ **Agency attests that it will income-certify ALL clients benefitting from the proposed program in accordance with 24 CFR 5.609-612. This includes collecting pay check stubs, bank statements, federal subsidy monthly statements, e.g. SSI, and asset information. The collection of income tax returns alone is not a sufficient source of documentation and may be used only to confirm or verify income.**

E6. Please provide a brief description of current and/or past agency experience in performing and determining individual/household income. Include sources of documentation used and responsible agency/staff experience in this regard.
Girls Inc. has decades of collecting and determining parent/household income that follows HUD income verification requirements. Our Office and Data Manager coordinates this process as part of the on-boarding process. We understand

that guidelines require us to use third-party verifications including, but not limited to paystubs (either 3 or 12 months depending on the type of employment), W-2s, tax returns, bank statements, award letters, child support payment records, court awards, etc. Once we receive the verifications and documentation, our Office and Data Manager reviews and compares all of the information for consistency. Our sliding-fee scale is based on the Santa Barbara County guidelines for public housing assistance.

We track individual/household income data and store it for our own records and data reporting purposes. Our Office and Data Manager stays updated on developments with HUD guidelines and adjusts our internal processes to mirror any modifications made by HUD.

E7. If agency clientele qualify as "low-income" in accordance and definition by another federal agency and/or program, such as food stamps, please indicate this and how it is/will be documented as consistent with CDBG income qualifications, e.g., other federal means-tested, needs-based programs related to housing, health care, education, nutrition, etc.

Even if families qualify as low-income by federal agencies or other programs, Girls Inc. requires full-income verifications. We maintain our own verification and tracking as part of the client-income process and throughout a family's involvement with Girls Inc.

F. Program Goals

Completed by jessica@girlsinc-carp.org on 1/13/2022 3:14 PM

Case Id: 31622
Name: Girls Inc. of Carpinteria Out-of-School Support
Address: *No Address Assigned

F. Program Goals

Please provide the following information.

F1. Identify the number of unduplicated clients to be served by the proposed program.
If a person receives multiple counseling sessions annually, count that person one time. If a person visits a food bank multiple times in the year, count all members of the family at each visit.
400

F2. List up to two other quantifiable outputs/performance targets. For each output or target, describe how program participants' lives will be improved.

Output examples: # of services provided, e.g. meals, classes, counseling or case management sessions, etc. Impact examples: improve nutrition/health, increased self-sufficiency, change in economic status, etc.

Goal Description	Number	Impact Expected
Provide scholarship support to 77% of families in our programs	308	300+ girls will receive scholarships or no-cost services so families from low-income backgrounds can access compensatory Out-of-School programming, enabling them to work and recover from the pandemic.
Provide more than 30,000 hours of Out-of-School programming	30,000	1) Improve nutrition/health through 6,000+ hours of strong programs; 2) improve academics through 20,000+ hours of smart programs; 3) increase self-sufficiency through 10,000+ hours of bold program.

F3. List two quantifiable outcomes. Outcomes should be related to the impacts described in the goals above.

Outcome examples: # of clients who report improved well-being on surveys or measurements, # of clients who enter permanent housing, etc.

Goal Description	Number	Impact Expected
Through our Bold Programming, participants engage in activities that help them evaluate and take healthy risks.	360	90% of participants report Girls Inc. encourages them to try new things, improving positive attitudes and behaviors, leading to increased confidence and self-worth.
Through our Smart Programming, participants are exposed to life-changing experiences, mentorships, and academic	320	80% of participants report that Girls Inc. makes them think about their future - increasing rates of pursuing post-secondary education and fulfilling careers.

enrichment programs.		

F4. Describe your client intake process. You will be required to upload a blank intake form in the "Required Documentation" section.

Note: To qualify for an award of CDBG funds, the agency must collect race and ethnicity information from all clients and, if required, income documentation.

Our client intake process includes collecting demographic data such as race/ethnicity information and income-verification documentation. To enroll for a program a family must complete our registration packet, which includes questions required by HUD guidelines for income and race/ethnicity collection. Once the family has submitted their registration packet, they pay the first week of enrollment and an annual $35 membership fee. A scholarship will be applied if the family qualifies.

Our scholarship program is open for any family to apply. It is a separate application and intake process from our general registration packet. The scholarship process includes completing our scholarship application and providing income documents for each adult in the household. We use third-party verifications including, but not limited to paystubs (either 3 or 12 months depending on the type of employment), W-2s, tax returns, bank statements, award letters, child support payment records, court awards, etc. Once the scholarship application and required documents are collected, our membership coordinator reviews the application and compares it to our sliding scale that is built upon HUD guidelines. Families are either approved or denied based on the scale and any extenuating circumstances. Typically, the scholarship program is open annually during the enrollment period. During the COVID pandemic, families have had the ability to re-apply for scholarships if their employment position or status changes.

G. Capacity

Completed by jessica@girlsinc-carp.org on 1/13/2022 3:17 PM

Case Id: 31622
Name: Girls Inc. of Carpinteria Out-of-School Support
Address: *No Address Assigned

F. Capacity

Please provide the following information.

G1. Describe your Agency's experience and capacity in assisting clients and meeting goals and objectives.
Girls Inc. of Carpinteria has 50+ years of experience in assisting clients and meeting our goals and objectives. We use a robust evaluation strategy combining demographic data, program dosage tracking, and pre- and post-outcome surveys to both measure our impact and inform continuous program improvement. A two-year study conducted between 2017 and 2019 in partnership with The American Institutes for Research demonstrates Girls Inc.'s impact. This study compared girls from across the affiliate network to a control group and found program participants reported more positive attitudes and behaviors than the comparison group of girls across 21 of the 27 outcomes, representing a statistically significant relationship between these results and the Girls Inc. experience. Our annual outcomes survey reveals the following positive indicators of future success:

STRONG Outcomes
85% of Girls Inc.'s afterschool program participants report a positive body image.
78% of Girls Inc. participants play on at least one organized sports team.
91% of Girls Inc.'s healthy sexuality program participants say they know how to recognize an unhealthy relationship and know where to seek help.
SMART Outcomes
91% say they are interested in science and enjoy learning how things are made.
93% say they plan to attend college and 64% aim for graduate school.
100% of our Eureka! graduates are pursuing post-secondary education.
BOLD Outcomes
86% say Girls Inc. has given them leadership opportunities.
91% say Girls Inc. has shown them they can make a difference in the world.
90% say they have learned problem-solving strategies.

"Girls Inc. has always encouraged me to step out of my comfort zone. Taking healthy risks, challenging myself, and reinforcing my mindset has helped me define myself." - B. Rodriguez, 11th grade

"Girls Inc.'s approach to mental health, the mentorships I received through one-on-one conversations, and group check ins are resources that have uplifted me." - I. Alarcon, 12th grade

G2. Describe your organizational plan to continue programs should there be a reduction in staff or volunteers in the face of another health emergency or natural disaster.
Girls Inc. of Carpinteria has proved itself a nimble organization that can swiftly respond to community needs, manage staff/volunteer disruptions, and navigate through pandemics and natural disasters. Despite the uncertainty and hardships resulting from COVID-19, Girls Inc. is proud to have maintained all our staff throughout the pandemic. Unlike so many organizations that were forced to undergo staff layoffs, furloughs, and reduced staff hours, we creatively and swiftly changed our service delivery that resulted in additional program hours, staff hours, and support

for families. Although Girls Inc. cannot predict another health emergency or natural disaster, we have demonstrated resilience and meeting community needs. We are confident that Girls Inc. will weather any storm thrown our way while ensuring our families and staff are supported.

Although Girls Inc. has returned to in-person programming, we understand that our current and prospective partners face unprecedented disruptions and an uncertain future during the global pandemic. At Girls Inc., we are committed to working closely with schools and community partners to ensure that girls can weather the current crisis, heal alongside our community, and continue to discover their strengths and thrive. Amid uncertainty and rapid, sweeping changes to the way schools and community partners must operate, we are prepared to offer flexible and supportive partnerships and compensatory enrichment.

G3. List the staff positions that will be dedicated to the proposed program. In addition to your answer, please upload bios or resumes of key staff in the Documents section.

For each position, include: a) name, b) title, c) experience and qualifications, d) projected number of hours per week dedicated to the proposed program, e) whether it is an existing position or will be a new hire, and f) whether paid or unpaid.

Name of Staff Person	Position Title	Experience and Qualifications	Hours/Week	Existing or New?	Paid or Volunteer?
Paola Vega	Data & Office Manager	5 years with Girls Inc. of Carpinteria including the following positions: program facilitator, membership coordinator, and office & data manager	40	Existing	Paid
Kenya Rodriguez	Program Director	15+ years working with you including behavior interventionist, Girls Inc. Theatre Arts Instructor, and Founder/Coordinator of College Ambition Network	40	Existing	Paid
Yvanna Velasco	SMART Coordinator	5+ years with Girls Inc. of Carpinteria including the following positions: program facilitator, project coordinator, programs manager, and STEM program	40	Existing	Paid
Aimee Albright	STRONG Coordinator	3+ years working with youth and program development including curriculum coordinator for Northwest Florida State College and strong program coordinator at Girls Inc.	40	Existing	Paid
Jessica Shauer	Teen & Eureka! Coordinator	3 years as Girls Inc. Program Facilitator, 8+ years working	40	Existing	Paid

		with youth including aquatics coordinator, aquatics director, and director of aquatics & sports			

H. Best Practices Evidence-Based Program

Case Id: 31622
Name: Girls Inc. of Carpinteria Out-of-School Support
Address: *No Address Assigned

Completed by jessica@girlsinc-carp.org on 1/13/2022 3:17 PM

H. Best Practices Evidence-Based Program

Please provide the following information.

H1. Is this an application for Human Services Best Practices funds?
No

Please continue to the next section.

I. Financial

Completed by jessica@girlsinc-carp.org on 1/13/2022 3:17 PM

Case Id: 31622
Name: Girls Inc. of Carpinteria Out-of-School Support
Address: *No Address Assigned

I. Financial

Please provide the following information.

I1. Does the applicant have sufficient cash reserves to pay for program costs as they are incurred?
CDBG/HSC funds are provided on a cost-reimbursement basis; proof of payment will be required prior to CDBG/HSC reimbursement.
Yes

I2. Select the month in which your Agency's fiscal year ends.
June

I3. Does your Agency have any outstanding litigation or other legal issues
No

I4. Are there any outstanding financial audit findings which remain unresolved?
No

I5. Did the Agency expend $750,000 or more in federal funds in its last fiscal year?
No

J. Insurance

Completed by jessica@girlsinc-carp.org on 1/13/2022 3:23 PM

Case Id: 31622
Name: Girls Inc. of Carpinteria Out-of-School Support
Address: *No Address Assigned

J. Insurance

Please provide the following information.

J1. Upload the following Certificates of Insurance and enter their expiration dates: For a description of County insurance requirements, click here.

☑ **General Liability**
GIC 9.26.21 - 9.26.22 Insurance.pdf

Expiration Date
09/26/2022

☑ **Automobile Insurance**
GIC 9.26.21 - 9.26.22 Insurance.pdf

Expiration Date
09/26/2022

☑ **Workers Compensation**
GIC 6.30.21 - 6.30.22 Worker's Comp Insurance.pdf

Expiration Date
06/30/2023

☑ **Professional Liability**

GIC 9.26.21 - 9.26.22 Insurance.pdf

Expiration Date

12/18/2022

UPDATED INSURANCE MUST BE SUBMITTED IMMEDIATELY UPON EXPIRATION.

K. Proposed Program Budget

Completed by jessica@girlsinc-carp.org on 1/13/2022 3:29 PM

Case Id: 31622
Name: Girls Inc. of Carpinteria Out-of-School Support
Address: *No Address Assigned

K. Proposed Program Budget

Please provide the following information.

K1. CDBG/HSC eligible costs include those necessary for the operations of the CDBG/HSC-funded program, including labor, supplies, employee training, conferences, travel, marketing, etc. Ineligible costs include purchase of equipment and personal property.

List all budget line items below, including each individual CDBG/HSC-funded staff position. Please limit your CDBG/HSC funding request to no more than four budget line items.
Email HCDNOFA@co.santa-barbara.ca.us with any questions.

Proposed Program Budget. Include the total budget for the proposed program and show which budget lines will include CDBG/HSC funds. Each staff position assigned to the project must be a separate line item.

Budget Line Item	Funding From This Application	Other Funding	Program Total
Data & Membership Coordinator	$5,000.00	$42,500.00	$47,500.00
Program Director	$2,500.00	$60,000.00	$62,500.00
Coordinators & Facilitators	$7,500.00	$392,500.00	$400,000.00
Program Scholarships	$0.00	$120,000.00	$120,000.00
Other (program supplies, traning, etc)	$0.00	$23,600.00	$23,600.00
TOTAL	$15,000.00	$638,600.00	$653,600.00

K2. Funding Sources for Proposed Program

Identify sources of leveraged funding, including in-kind match, for this activity in the tables referenced below. Include the status of these funds (i.e. cash on hand, grants received, planned fundraising, in-kind amount for volunteers, staff time, etc.). BE SPECIFIC – don't just say "Private Trust," say "Private Trust: John and Jane Doe Memorial Foundation," list all anticipated loans, etc. Include any restricted/unrestricted reserve funds you intend to use, as well. Details can be provided as an additional uploaded document.

Total sources must match total budget above.

Other Funding (Name of Source)	Status	Amount ($)	Anticipated award notification date
County of Santa Barbara CDBG	Pending	$15,000.00	03/01/2022
County of Santa Barbara	Pending	$25,000.00	03/01/2022

HSC			
Avantor Foundation	Committed	$70,000.00	12/28/2022
Audacious Foundation	Committed	$20,000.00	12/27/2022
Cottage Buffering Services	Committed	$43,740.00	02/01/2022
Program Income	Committed	$388,175.00	M/d/yyyy
Mithun Foundation	Not Yet Requested	$65,000.00	05/01/2022
Page Foundation	Committed	$5,000.00	12/22/2021
Latkin Foundation	Not Yet Requested	$5,000.00	05/01/2022
Lottie Daniels Fund	Not Yet Requested	$16,685.00	05/01/2022
Total program revenue		$653,600.00	

L. Required Documentation

Completed by jessica@girlsinc-carp.org on 1/13/2022 3:37 PM

Case Id: 31622
Name: Girls Inc. of Carpinteria Out-of-School Support
Address: *No Address Assigned

L. Required Documentation

Please provide the following information. The circle to the left of each file will be filled with a green checkmark upon successful document upload. If necessary, you may upload multiple documents under a single category.

Please download, complete, and upload below

- W9
- Conflict of Interest Statement

Documentation

☑ **W-9** *Required
GIC 2019 W-9.pdf

☑ **Form 990** *Required
Girls Inc of Carpinteria June 2020 Form 990 Public Disclosure Copy (2).pdf

☑ **Articles of Incorporation and Bylaws** *Required
GIC Articles of Incorporation-Name Change 1990.pdf

☑ **Federal Tax Exemption Letter** *Required
Girls Inc. of Carpinteria IRS Tax Determination Letter (1).pdf

☑ **Most Recent Audited Financial Statements** *Required
Girls Inc of Carpinteria June 30 2020 Audited Financial Statements (2).pdf

☐ **Most Recent Single Audit (see question I.5)**

***No files uploaded*

☑ **Organizational Chart** *Required

GIC 2021 Org Chart.pdf

☑ **List of Board of Directors** *Required

Girls Inc. Carpinteria Board Roster 2021-2022.pdf

☑ **Conflict of Interest Statement** *Required

County of SB 2022 Sign Conflict of Interest Statement.pdf

☑ **Resumes of Program Team** *Required

GIC 2022 Kenya Rodriguez Resume.pdf
GIC 2022 Yvana Velasco Resume.pdf
GIC 2022 Aimee Albright Resume.pdf
GIC 2022 Jessica Shauer Resume (1).pdf
GIC 2022 Paola Vega Resume.pdf

☑ **Blank Intake Form** *Required

GIC 2021 ASE Registration.pdf
GIC 2021-2022 Scholarship Application.pdf

☑ **Handouts and Promotional Material**

Girls Inc. of Carpinteria 2020-2021 Impact Report.pdf
GIC Winter 2021 Newsletter.pdf

☐ **Additional Documentation**

***No files uploaded*

Submit

Completed by jessica@girlsinc-carp.org on 1/13/2022 10:02 PM

Case Id: 31622
Name: Girls Inc. of Carpinteria Out-of-School Support
Address: *No Address Assigned

Submit

Please provide the following information.

I CERTIFY THE FOLLOWING:

☑ **The information contained in the application and all attachments is true to the best of my knowledge.**

☑ **The Agency is a 501(c)(3) or (4) Non-Profit Organization.**

IF AWARDED FUNDS, THE AGENCY CERTIFIES THAT:

☑ **It will notify the County in writing of any proposed changes to the project's scope, schedule, or budget, and it understands that all changes must be approved by the County before they are implemented.**

☑ **It will comply with Federal, State and County regulations and policies applicable to the source of funds awarded.**

☑ **It understands that the County, HUD or other federal entity shall have access to all program and financial records related to the program for monitoring or audit purposes.**

☑ **There will be sufficient funds, including County and other sources of funds, to operate the program as proposed.**

☑ **There will be sufficient staff capacity to effectively administer the program.**

☑ **It will income-qualify all program participants (beneficiaries) in accordance with 24 CFR Part 5.609 (Part 5), unless certified by the County as an Area Benefit or Presumed Beneficiary program.**

☑ **It will collect income, race and ethnicity data on low-income persons and, if applicable, special populations such as elderly, abused children, homeless, disabled, HIV/AIDS persons (see definitions of special needs populations in question D3 of the application).**

☑ **It will retain records relating to the use of federal funds for a period not less than five years.**

☑ **It has, or will have in place prior to the execution of an agreement with the County, a personnel policy with an**

affirmative action plan and grievance procedure.

☑ **It will provide timely performance reports as required in the executed agreement with the County.**

☑ **It will provide proof of insurance described in the "Insurance" section of the application and will provide updated insurance immediately upon expiration.**

☑ **It will comply with the Federal Funding Accountability and Transparency Act (FFATA) – 2 CFR Part 170.**

☑ **It will comply with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.**

☑ **It will comply with Generally Accepted Accounting Principles.**

Signature
Jamie Collins
Electronically signed by jessica@girlsinc-carp.org on 1/13/2022 3:38 PM

Date
01/13/2022

ATTACHMENT D

Organic Soup Kitchen
Community Development Block Grant Public Service Application

City Council Staff Report
March 14, 2022

A. Applicant Information

Completed by andrea@organicsoupkitchen.org on 1/6/2022 6:18 PM

Case Id: 31536
Name: Organic Soup Kitchen Food Security for Seniors
Address: *No Address Assigned

A. Applicant Information

Please provide the following information
Click here to download the FY 2022-23 NOFA

ORGANIZATION INFORMATION

A.1. Legal name of organization
ORGANIC SOUP KITCHEN

A.2. Physical Address
608 Anacapa St Ste C SANTA BARBARA, CA 93101

A.3. Mailing address
315 Meigs Rd Ste A369 Santa Barbara, CA 93109

A.4. Organization Web Site
www.Organicsoupkitchen.org

A.5. DUNS Number
961822009

A.6. Federal EIN/TIN Number
27-1081432

PRIMARY CONTACT INFORMATION

A.7. Title
Chief Operating Officer

A.8. First Name
Andrea

A.9. Last Name
Slaby

A.10. Phone
8052843552

A.11. Email
andrea@organicsoupkitchen.org

ADDITIONAL CONTACT INFORMATION

A.12. Agency's Chief Executive
Anthony Carroccio

A.13. Phone
8053642790

A.14. Email
anthony@organicsoupkitchen.org

A.15. Program Coordinator
Jennifer Hyle

A.16. Phone
8053642790

A.17. Email
jennifer@organicsoupkitchen.org

A.18. Financial Coordinator
Andrea Slaby/Accountability Plus Bookkeeping Services

A.19. Phone
8052843552

A.20. Email
andrea@organicsoupkitchen.org

B. Funding Source

Completed by andrea@organicsoupkitchen.org on 1/6/2022 11:30 AM

Case Id: 31536
Name: Organic Soup Kitchen Food Security for Seniors
Address: *No Address Assigned

B. Funding Source

PLEASE READ THESE INSTRUCTIONS CAREFULLY

Applicants are invited to apply for funding from any of three sources:

- Community Development Block Grant (CDBG) Public Services
- Human Services General Fund – Basic Services
- and Human Services General Fund – Best Practices.

An applicant may apply for funding for a single program from multiple sources, or for multiple programs from a single source, by submitting multiple applications. However, each individual application must **select only one program and one funding source**.

A description of each funding source follows. Please read carefully before selecting ONE funding source for this application.

CDBG Public Services: CDBG funds are provided to the County by the Federal government to be allocated to local projects. Subrecipients will be required to demonstrate that they serve a predominantly low- to moderate-income clientele as specified in Section E of this application, and must document the demographics of their clientele.

HSC General Fund – Basic Services: Basic Services programs meet the basic needs of community members, and applications may request $15,000 to $50,000. There are no special requirements associated with this funding source.

HSC General Fund – Best Practices: Best Practices programs are innovative programs providing tangible, lasting benefits to clients, and applications may request $50,000 to $100,000. Applicants must demonstrate in Section H of this application that the proposed program is research based, provides benefits above and beyond meeting clients' basic needs, and participates in a process of continual evaluation and improvement.

B1. Please select the ONE funding source for which you are applying in this application:
CDBG Public Services

C. Funding Request

Completed by andrea@organicsoupkitchen.org on 1/13/2022 1:54 PM

Case Id: 31536
Name: Organic Soup Kitchen Food Security for Seniors
Address: *No Address Assigned

C. Funding Request

Please provide the following information.

C1. Please select the funding source for this application.
CDBG Public Services

C2. Amount requested for this program:
$25,000.00

C3. Total Requested Program Funding by Jurisdiction. Enter amounts requested for each jurisdiction. Minimum $15,000 grant request for Santa Barbara County.

Santa Barbara County	$24,000.00
Carpinteria	$1,000.00
TOTAL	$25,000.00

C4. Have you applied, or will you also be applying for CDBG funding from any of the listed jurisdictions?
Yes

C5. If yes, list the amounts requested from each jurisdiction and whether or not the funds have been committed. If no, leave this table blank.

	Amount ($)	Committed?
Goleta	$0.00	N/A
Lompoc	$0.00	N/A
Santa Maria	$0.00	N/A
City of Santa Barbara	$25,000.00	N/A
TOTAL	$25,000.00	

C6. List the name(s) and title(s) of the organization's staff who attended mandatory training.
Andrea Slaby Chief Operating Officer

C7. Select the Supervisorial district in which the program office is located.
District 2 - Hart

C8. Agency Mission Statement
Organic Soup Kitchen's mission is to provide metabolic oncology nutrition and food security to support the health and wellness of low- income seniors and other individuals with cancer or chronic illness.

Years of operation

C9. How long has your agency been in operation?
12

C10. How long has the proposed program been in operation?
9

C11. Was the proposed CDBG program funded by the County in FY 2021-22?
No

C12. If the proposed program was not funded by the County last year, is it a new program or is it a continuing program with an increased service level?
Explain the new program or how the existing program will increase its current service level. Provide information on the increased demand for services and proposed increased outcomes over the prior year. If the program was funded last year, you may leave this section blank.
Organic Soup Kitchen's Cancer and Chronic Illness Prevention and Recovery Program is a continuing program with an increased service level. Organic Soup Kitchen is currently serving a record number of Santa Barbara County residents, and is preparing its operation for the increased demand that is projected. When Covid hit in 2020, our demand skyrocketed and we quickly tripled our production and the number of seniors, cancer patients and chronically ill we served. While our operation was able to serve the tidal wave of clients we experienced as a result of the pandemic and food providers such as Communify closing, those clients remain in our program. In order to maintain the level of clients we currently serve in addition to the steady stream of new clients we receive each week, our organization will require additional support.
According to Santa Barbara County Associate of Governments website, "Long-term growth forecasts to year 2060 indicate that the population aged 65 and over will grow over 100 percent compared to 28 percent growth overall." The exorbitant cost of living in Santa Barbara county along with an acute housing shortage will mean that many low income seniors will struggle to meet their basic needs including food and shelter.
In addition, cancer and chronic illness are on the rise in our community. Our seniors are being diagnosed with lifestyle related diseases at an alarming rate. Many seniors are paying for medical treatments and costly prescription medications. These fragile community members are often faced with the impossible decision between paying the rent and medical costs and putting food on the table. The additional stress of Covid variants means that low income seniors and immunocompromised individuals are afraid to leave their homes. We are living in unprecedented times and we know that it is our vulnerable residents who are suffering most acutely both medically as well as financially. Our program supports their ability to stay in their home

C13. Is your agency a Faith-Based Organization?
I.e. congregations; national denomination networks (ex: Catholic Charities, Lutheran Social Services) or networks of related organizations (ex: YMCA and YWCA); and freestanding religious organizations, which are incorporated separately.
No

C15. In addition to the proposed program for CDBG/HSC funds, please provide a brief description of all of your Agency's programs and services.
Our organization is the only one of its kind in this country. While there are other prepared food suppliers throughout the US and in our community, no other agency is handcrafting organic nutrient dense SoupMeals and delivering them to people's homes. Our mission is in direct alignment with several of the Sustainable Development Goals (SDG's) set forth by the United Nation's Environmental, Social and Governance (ESG) policy. Organic Soup Kitchen is committed

to transformative change that will be measured by our impact and progress with the following goals:

ZERO HUNGER and GOOD HEALTH & WELLBEING
Provide food and nutritional security to the most vulnerable and medically fragile Santa Barbara County residents, primarily cancer patients, chronically ill and low-income seniors. Through our hand delivery of SoupMeals, we break the chain of isolation and reduce stress by providing weekly personal interaction with compassionate volunteer delivery drivers.

QUALITY EDUCATION
We provide and present educational content to local residents and organizations interested in learning more about the relationship between nutrition and cancer and chronic illness.

RESPONSIBLE CONSUMPTION AND PRODUCTION
By prioritizing the use of 80-90% local organic ingredients in every recipe, we support responsible agriculture and a shift towards more sustainable patterns of consumption.
Our robust food rescue program and 100% compostable SoupMeal packaging alleviates the impact on our environment.

CLIMATE ACTION
Through our zero waste food rescue program, we flash freeze and stabilize thousands of pounds of fresh produce each week to minimize waste and reduce our carbon footprint.

PARTNERSHIPS FOR THE GOALS
We collaborate with more than 20 local health and human services agencies aligned with our mission to broaden our reach in the community. We contribute to the local productivity and incomes of small scale food producers, primarily through partnerships with local farms and produce

D. Program Information

Completed by andrea@organicsoupkitchen.org on 1/12/2022 4:13 PM

Case Id: 31536
Name: Organic Soup Kitchen Food Security for Seniors
Address: *No Address Assigned

D. Program Information

Please provide the following information.

D1. Name of program
CDBG Public Service Grant OSK Food Security for Seniors with Degenerative Diseases: Program Coordinator

D2. Street address of the proposed program
608 Anacapa St Ste C SANTA BARBARA, CA 93101

D3. Briefly summarize the program that is to be funded with CDBG/HSC funds. You will have an opportunity to provide a more detailed description in question C.8 below.
We provide nutrition and food security (in a prepared complete meal) to the most vulnerable low-income seniors and those with life threatening illnesses. Our clients face surging inflation, treatment and medication costs and are forced to decide between paying rent and putting food on the table. Without our lifeline to nutrient dense SoupMeals, many of our clients would go hungry and experience malnutrition.

D4. Select the Human Services Commission priority that best describes your agency's proposed program for which you are seeking funding.
Feed seniors, homebound persons, and low-income families

D5. Enter the number of persons, by income, expected to be served by the proposed program during the fiscal year July 1, 2022 – June 30, 2023.

Count all members of a household when the entire household is served (e.g. food banks); for services targeting individuals (e.g. mental health counseling), count only the person receiving services.

Persons 0-30%	700
Persons 30%-50%	100
Persons 50%-80%	50
Persons >80%	15
TOTAL	865

D6. Define the program's service area. This may be defined in terms of streets, census tracts, city/county boundaries, or another similar method.
We deliver to clients from Goleta to Carpinteria, and from Santa Barbara to Santa Ynez Valley, Buellton and Lompoc. In 2022 we plan on providing soupmeals in Santa Maria with our community distribution partners.

D7. Select the area of the County which the program primarily serves.

Countywide

D8. Describe the program to be funded, including the type of activities that will be provided and the population to be served.

We make and deliver nutrient dense SoupMeals to the homes of more than 700+ residents throughout Santa Barbara County. We have 25 volunteer delivery drivers and 20+ community partners that cover a distribution area from Goleta, SB, Carpinteria, & Santa Ynez Valley and Lompoc.

We not only provide critical food security to our most vulnerable community members, we also provide nutritional security. Nutritional security is the belief that all individuals deserve access to the right food to prevent or alleviate diet related diseases such as cancer, heart disease and diabetes. Cancer and chronic illness are on the rise and are significantly impacting the physical and emotional health of our growing senior population. We have worked with leading oncologists to formulate soup recipes that specifically address the needs of people with compromised immune systems (90% of seniors). Our program also alleviates the financial strain our low-income seniors are experiencing as they struggle to afford surging housing and medical treatment costs. Additionally, the weekly delivery by a compassionate volunteer delivery driver who has become a trusted face, provides a mental health check in and breaks the chain of isolation many of our fragile community members experience.

Our clients are 95% low income according to HUD standards. More than 90% of our clients are seniors 62+ years old, 75% are women and more than 65% identify as non white. Most of our clients are battling cancer or some other type of chronic illness, disease or disability.

D9. Provide a concise, objective statement of work to be incorporated into the program's contract if the program is selected for funding.

If Organic Soup Kitchen's Cancer and Chronic Illness Prevention and Recovery Program is selected for funding, the money will directly support our ability to make and deliver nutrient dense SoupMeals to the thousands of low-income seniors, cancer patients and chronically ill residents who will apply for our services this year and who currently depend on us for nutrition and food security. Due to the influx of senior clients resulting from the pandemic, unstable economy and closures of food providers, our demand has skyrocketed and our clients have tripled since 2020. Funding from the County of Santa Barbara will allow Organic Soup Kitchen to keep pace with the record number of clients we currently serve and the tidal wave of new clients we continue to experience.

However, as demand soars, funding has slowed. As we continue to serve triple the number of clients with less support, we have been forced to start a waiting list. Without the support of governmental agencies, foundations and community members, we will not be able to meet the increasing need for nutrition and food security in our county.

D10. Describe the unmet need to be addressed by this program

According to the Santa Barbara Foundation's website, "...thousands of people in our County go to bed every night wondering where tomorrow's food will come from. It is no small irony that in this area that knows such abundance- which produces the food that feeds so many others around the country- that tens of thousands of people here do not have access to nutritious, affordable, healthy food on a consistent basis. Food insecurity means having limited, uncertain or inconsistent access to the quality and quantity of food necessary to live a healthy life. Despite its many assets, Santa Barbara County has the third highest poverty rate in California. Approximately ten percent of our population is estimated to face food insecurity."

In addition, cancer and chronic illness are on the rise in our community. At the same time, the financial impact of the pandemic and inflation is also sharply rising. This means that many of our residents are faced with difficult decisions about paying rent, affording medical treatment and putting food on the table. Low-income individuals may turn to inexpensive processed foods full of unhealthy fats, sodium and sugar which is proven to only perpetuate the cycle of chronic illness and disease. We are providing not only critical food security but also nutritional security.

Our goal is to provide our most vulnerable and medically fragile residents with clean, chemical free food that nourishes the body and alleviates the financial strain that may result in eviction or the inability to afford medical treatment.

D11. Describe this program's needs assessment process. How did your agency determine the need for this program, and how often do you reevaluate and perform needs assessments?

In 2012, we received a call from a local oncologist who was looking for nutritional support for a cancer patient going home from the hospital. We immediately saw the need for nutrient dense food for cancer patients and those with chronic illnesses (90% of seniors) in our community and began serving this fragile population. In collaboration with medical professionals across the country, we formulated soups to meet the needs of immunocompromised individuals and those suffering from the harsh side effects of treatment. Through years of research, tracking our clients' medical progress, and listening to the needs of the community, we designed a program that supports the physical and emotional health of thousands of vulnerable residents.

As an indispensable community resource for more than 12 years, we have relationships with more than 20 of the leading health and human services agencies in the county. We receive referrals on a daily basis from oncologists, nurses and social workers in addition to other public agencies providing nutritional services to their clients. We regularly seek feedback and input from the social sector to better help us understand the needs of our most vulnerable community members. This exploration in addition to collaborative relationships with government agencies and private foundations helps us strategically and effectively plan and meet the needs of the Santa Barbara county community.

We have a sophisticated tracking system in place that allows us to continuously measure and analyze our goals. Our internal software system captures all of our clients' information ranging from medical and financial status to soup delivery and taste preferences. We collect quarterly reports from each client to monitor and evaluate the effectiveness of our services. This information is reviewed monthly by our leadership team and used to improve our soup making, delivery and client outreach systems.

D12. Describe how your agency collaborates with other organizations that provide similar services and how you work together to reduce duplication, share data, and collaborate on the provision of services. Explain the results.

We collaborate with more than 20+ partner organizations including Cottage Hospital, Sansum Clinic, Ridley Tree Cancer Center, VNA Health, Hospice of SB, Teddy Bear Cancer Foundation, Doctors Without Walls, PATH, Salvation Army, New Beginnings, Peoples' Self-Help Housing, American Cancer Society, Adult Protective Services, Pacific Bridge Wellness Center, Yoga Soup, Santa Barbara Housing Authority, Veggie Rescue, Center for Successful Aging, Community Partners In Caring, Breast Cancer Resource Center, & Jewish Federation of Greater Santa Barbara. We are the only organization making and delivering clinically formulated nutrient dense SoupMeals (prepared complete meals) in Santa Barbara County. We do share some data with partner organizations to increase transparency and collectively analyze outcomes to better serve our community. Since January 2021 we have seen an increase in residents from partner agencies who do not have access to other food providers as a result of closures due to the pandemic and budgets. We communicate with the above partners, primarily social workers and nurses, who help their clients fill out the applications and then we deliver the SoupMeals straight to their doorstep. It's a win-win partnership between us and the health and human services community as we provide the premium platinum nutrition that is critical to support their client's physical and emotional health and alleviate financial stress.

D13. How are clients referred to the program?

Our clients are primarily referred to us by oncologists, nurses, social workers and other medical professionals and health and human service agencies throughout Santa Barbara county. We are also listed in multiple directories as a meal provider.

D14. Describe your program's outreach or marketing activities to reach primarily low-income persons.
We collaborate with other agencies aligned with our mission to receive referrals and increase our distribution to the vulnerable and marginalized communities most impacted by the pandemic and health and financial inequities. Through regular communication with the organizations providing basic needs to our low-income seniors, cancer patients and chronically ill, we familiarize community leaders and staff with our mission.
We also provide educational materials and content to small and large groups of individuals both in the public and private sector. We target community members who are interested in learning more about the relationship between food and health and the immeasurable impact of non profit agencies on the strength of local communities.

D15. Describe how your organization provides culturally sensitive services and ensures access to non-English-speaking populations.
We have a bilingual program coordinator on staff to communicate with and provide outreach to our spanish speaking community members. Our website and all printed materials are provided in both English and Spanish. Many of our current distribution partners work directly with non English speaking residents. And we actively conduct outreach to additional agencies who serve non English speaking residents who may require nutritional support. Our website can be translated into 12 different languages.

D16. How do you ensure that the target population has access to your services? (E.g. transportation assistance, remote or at-home delivery of services, etc.). Are all facilities used to provide program-related services ADA-compliant?
Our services include delivery straight to our client's residence. Santa Barbara county community members have access to our program through our various referral agencies or through our distribution partners. Many of our clients are housebound, disabled and benefit tremendously from the home delivery of our fully prepared, nutrient dense SoupMeals.
Our kitchen facility is fully accessible and ADA compliant including the kitchen, office, and bathroom. Our website is ADA compliant for those who are blind, deaf or dyslexic and available for translation in 12 different languages (this is located at the bottom of each page). We welcome staff and volunteers of all abilities and have a strong non-discrimination policy.

E. Federal Eligibility

Completed by andrea@organicsoupkitchen.org on 1/12/2022 4:15 PM

Case Id: 31536
Name: Organic Soup Kitchen Food Security for Seniors
Address: *No Address Assigned

E. Federal Eligibility

Please provide the following information.

Is this an application for CDBG funds?
Yes

E1. Select ONE of the following criteria under which the proposed program qualifies. (Click on each option to see the definition before making your final selection).
Low-Moderate Clientele

E4. **Low-Moderate Clientele**

Low-Moderate Clientele: Information on income must be collected for ALL clients or households to demonstrate that at least 51% of the clients served are low- or moderate-income.

The applicant agrees to income qualify its clientele in accordance with 24 CFR Part 5, and to collect race and ethnicity information from its clientele in accordance with Census categories.

Income information must be collected for ALL adults aged 18 or older, including low-income and non low-income persons or households to demonstrate that at least 51% of those served are at or below 80% of Area Median income as published by HUD annually for the Santa Barbara County/Santa Maria Metropolitan Statistical Area (MSA). If a client cannot or will not provide income documentation, they must be presumed to be above 80% of Area Median Income.

If the proposed program does not meet the definition of Area Benefit or Presumed Beneficiaries, the Agency must perform income certification verifying at least 51% of clients served have incomes at or below 80% of Area Median Income. For example, if the project will serve 100 clients, at least 51 of these must be determined to be at or below 80% of AMI for Santa Barbara County to meet CDBG objectives.

E5.

☑ **Agency attests that it will income-certify ALL clients benefitting from the proposed program in accordance with 24 CFR 5.609-612. This includes collecting pay check stubs, bank statements, federal subsidy monthly statements, e.g. SSI, and asset information. The collection of income tax returns alone is not a sufficient source of documentation and may be used only to confirm or verify income.**

E6. Please provide a brief description of current and/or past agency experience in performing and determining individual/household income. Include sources of documentation used and responsible agency/staff experience in this regard.
Since the program's inception in 2012, we have required applicants to complete an intake application. As part of this process, residents are required to show proof of income in the following format: social security statement, disability

statement, bank statement and/or 1040 tax form. They also must confirm proof of housing status. Our application process is in accordance with HUD standards. Please see attachments for a sample of our program application. Our Chief Operating Officer, Andrea Slaby, who oversees this program has 15 years of experience working with HIPPA protected documentation in the medical industry.

E7. If agency clientele qualify as "low-income" in accordance and definition by another federal agency and/or program, such as food stamps, please indicate this and how it is/will be documented as consistent with CDBG income qualifications, e.g., other federal means-tested, needs-based programs related to housing, health care, education, nutrition, etc.

Our clients are qualified as "low income" based on HUD industry standards. Most of our partner agencies that provide housing also qualify their residents using HUD standards. For these individuals entering our program, we will accept that qualification. Our partner agencies provide us with completed quarterly reports that are in alignment with the CDBG income qualifications. We have been providing this data to the City of Santa Barbara since 2017.

F. Program Goals

Completed by andrea@organicsoupkitchen.org on 1/12/2022 6:14 PM

Case Id: 31536
Name: Organic Soup Kitchen Food Security for Seniors
Address: *No Address Assigned

F. Program Goals

Please provide the following information.

F1. Identify the number of unduplicated clients to be served by the proposed program.
If a person receives multiple counseling sessions annually, count that person one time. If a person visits a food bank multiple times in the year, count all members of the family at each visit.
865

F2. List up to two other quantifiable outputs/performance targets. For each output or target, describe how program participants' lives will be improved.

Output examples: # of services provided, e.g. meals, classes, counseling or case management sessions, etc. Impact examples: improve nutrition/health, increased self-sufficiency, change in economic status, etc.

Goal Description	Number	Impact Expected
unduplicated low-income clients (seniors, cancer patients, & chronically Ill though home delivery and community partners)will receive nutritional and food security through our SoupMeals.	800	Improved Health and nutrition
unduplicated low-income clients will receive a weekly personal wellness check in that will break the chain of isolation from one of our volunteers/partner orgs.	800	Improved mood, less isolation, less anxiety, less depression (aka Improved Mental Health)

F3. List two quantifiable outcomes. Outcomes should be related to the impacts described in the goals above.

Outcome examples: # of clients who report improved well-being on surveys or measurements, # of clients who enter permanent housing, etc.

Goal Description	Number	Impact Expected
low-income clients will receive nutrient-dense SoupMeals.	865	75% will report that participation in our program supports their ability to meet their living expenses, such as paying rent, utilities, and medical expenses.
low-income clients will receive nutrient-dense SoupMeals hand	865	85% will report that our services help improve their mental state& feelings of isolation, as our weekly drop offs provide a personal

delivered by our team of compassionate volunteers		wellness check-in from a friendly face they trust and look forward
low-income clients will receive nutrient-dense SoupMeals accounting for 12-15 of their weekly meals (out of a total of 21 meals).	865	75% will report that our SoupMeals gave them increased energy while in our program.

F4. Describe your client intake process. You will be required to upload a blank intake form in the "Required Documentation" section.

Note: To qualify for an award of CDBG funds, the agency must collect race and ethnicity information from all clients and, if required, income documentation.

We require all clients to complete an initial intake form as well as answer our quarterly surveys. Initial entry into the program requires financial documentation in accordance with HUD standards to determine income eligibility. The information we receive is entered into our proprietary HIPPA compliant database. We are able to run reports on specific areas of client progress to regularly track our measurable outcomes.

G. Capacity

Completed by andrea@organicsoupkitchen.org on 1/13/2022 11:19 AM

Case Id: 31536
Name: Organic Soup Kitchen Food Security for Seniors
Address: *No Address Assigned

F. Capacity

Please provide the following information.

G1. Describe your Agency's experience and capacity in assisting clients and meeting goals and objectives.
Our core management team has more than 40 years combined experience as effective executive managers and leaders in the organic health food movement. All leadership team members regularly participate in training to improve operations and systems analysis and management. Our client-to-staff ratio is 200 clients per 3 staff members and 25 volunteers. We have 20+ volunteer drivers who are all HIPPA compliant. Our kitchen staff and volunteers are thoroughly trained and hold ServSafe Food Handlers licenses. We have a bilingual team member to provide outreach and improved communication with our Spanish speaking community members. Our Executive team has worked with leading oncologists to formulate soup recipes that reduce inflammation and promote healing on a cellular level. We collaborate with more than 20 agencies to maximize our reach in the community. Our organization is 85% volunteer led which reduces overhead and ensures that resources go directly to the product and service we provide.

G2. Describe your organizational plan to continue programs should there be a reduction in staff or volunteers in the face of another health emergency or natural disaster.
Our organization is actively taking steps to prepare so that if and when another reduction in volunteers is necessary because of an emergency or disaster, our operation can continue to serve the urgent needs of our community. This plan involves increasing our refrigeration (cold storage) space to expand our food rescue program, upgrading equipment and soliciting the financial support needed to maintain the extraordinary level of demand and the growing number of new clients we continue to receive.

Organic Soup Kitchen has proven that its operation is able to quickly pivot to meet the needs of the community. When the pandemic hit in March 2020, we tripled our clients in a few short months. As production skyrocketed overnight, we faced the extraordinary challenge of not being able to allow volunteers in our kitchen to slice and dice produce. As a result, we were forced to purchase pre-cut vegetables. While this added costs to our operation's bottom line, it allowed us to continue making SoupMeals and providing critical food security during an unprecedented time. As we have in the past, we will continue to adapt to changing circumstances and meet the nutrition and food security needs of Santa Barbara county residents.

G3. List the staff positions that will be dedicated to the proposed program. In addition to your answer, please upload bios or resumes of key staff in the Documents section.

For each position, include: a) name, b) title, c) experience and qualifications, d) projected number of hours per week dedicated to the proposed program, e) whether it is an existing position or will be a new hire, and f) whether paid or unpaid.

Name of Staff Person	Position Title	Experience and Qualifications	Hours/Week	Existing or New?	Paid or Volunteer?

Jennifer Hyle	Development & Program Manager	BA, Excellent Comm. Skills, customer service skills, fast typer	30	Existing	Paid
Natalie Jakiemiec	Bi-LingualProgram Coordinator	BA, BA, Excellent Comm. Skills, bi-lingual, Customer service skills, fast typer,	20	Existing	Paid
Andrea Slaby	Chief Operating Officer	BA with Honors, Excellent customer service skills, management experience, financial experience, 25 years in customers service orientated industries from Medical, Corporate America, and NGOs.	20	Existing	Paid
Anthony Carroccio	Executive Director	Entrepreneur, BA, 30 years in the health industry, visionary, research & development, Strong analytic, planning, multi-tasking, time management, and organizational skills; effective communication skil	30	Existing	Paid

H. Best Practices Evidence-Based Program

Completed by andrea@organicsoupkitchen.org on 11/17/2021 8:53 PM

Case Id: 31536
Name: Organic Soup Kitchen Food Security for Seniors
Address: *No Address Assigned

H. Best Practices Evidence-Based Program

Please provide the following information.

H1. Is this an application for Human Services Best Practices funds?
No

Please continue to the next section.

I. Financial

Completed by andrea@organicsoupkitchen.org on 1/6/2022 6:46 PM

Case Id: 31536
Name: Organic Soup Kitchen Food Security for Seniors
Address: *No Address Assigned

I. Financial

Please provide the following information.

I1. Does the applicant have sufficient cash reserves to pay for program costs as they are incurred?
CDBG/HSC funds are provided on a cost-reimbursement basis; proof of payment will be required prior to CDBG/HSC reimbursement.
Yes

I2. Select the month in which your Agency's fiscal year ends.
December

I3. Does your Agency have any outstanding litigation or other legal issues
No

I4. Are there any outstanding financial audit findings which remain unresolved?
No

I5. Did the Agency expend $750,000 or more in federal funds in its last fiscal year?
No

J. Insurance

Completed by andrea@organicsoupkitchen.org on 1/12/2022 6:36 PM

Case Id: 31536
Name: Organic Soup Kitchen Food Security for Seniors
Address: *No Address Assigned

J. Insurance

Please provide the following information.

J1. Upload the following Certificates of Insurance and enter their expiration dates: For a description of County insurance requirements, click here.

☑ **General Liability**
Organic Soup Kitchen (2).PDF

Expiration Date
06/22/2022

☑ **Automobile Insurance**
OSK Auto Policy.png

Expiration Date
02/12/2023

☑ **Workers Compensation**
Cert of ins (1).pdf

Expiration Date

09/17/2022

☑ **Professional Liability**

Cert of ins (1).pdf

Expiration Date

09/17/2022

UPDATED INSURANCE MUST BE SUBMITTED IMMEDIATELY UPON EXPIRATION.

K. Proposed Program Budget

Completed by andrea@organicsoupkitchen.org on 1/13/2022 2:09 PM

Case Id: 31536
Name: Organic Soup Kitchen Food Security for Seniors
Address: *No Address Assigned

K. Proposed Program Budget

Please provide the following information.

K1. CDBG/HSC eligible costs include those necessary for the operations of the CDBG/HSC-funded program, including labor, supplies, employee training, conferences, travel, marketing, etc. Ineligible costs include purchase of equipment and personal property.

List all budget line items below, including each individual CDBG/HSC-funded staff position. Please limit your CDBG/HSC funding request to no more than four budget line items.
Email HCDNOFA@co.santa-barbara.ca.us with any questions.

Proposed Program Budget. Include the total budget for the proposed program and show which budget lines will include CDBG/HSC funds. Each staff position assigned to the project must be a separate line item.

Budget Line Item	Funding From This Application	Other Funding	Program Total
Program Staffing/Program Coordinator 1 & 2	$25,000.00	$100,000.00	$125,000.00
TOTAL	$25,000.00	$100,000.00	$125,000.00

K2. Funding Sources for Proposed Program

Identify sources of leveraged funding, including in-kind match, for this activity in the tables referenced below. Include the status of these funds (i.e. cash on hand, grants received, planned fundraising, in-kind amount for volunteers, staff time, etc.). BE SPECIFIC – don't just say "Private Trust," say "Private Trust: John and Jane Doe Memorial Foundation," list all anticipated loans, etc. Include any restricted/unrestricted reserve funds you intend to use, as well. Details can be provided as an additional uploaded document.

Total sources must match total budget above.

Other Funding (Name of Source)	Status	Amount ($)	Anticipated award notification date
Grants (City SB, John C. Mithun Foundation, Natalie Orfalea Fdn, Steele Family Fdn.)	Pending	$50,000.00	08/01/2022
Monthly Donors	Pending	$36,000.00	12/31/2022
Corporate Donors: Deckers Corp., Ontraport	Committed	$39,000.00	12/31/2022

Total program revenue		$125,000.00	

L. Required Documentation

Completed by andrea@organicsoupkitchen.org on 1/13/2022 11:35 AM

Case Id: 31536
Name: Organic Soup Kitchen Food Security for Seniors
Address: *No Address Assigned

L. Required Documentation

Please provide the following information. The circle to the left of each file will be filled with a green checkmark upon successful document upload. If necessary, you may upload multiple documents under a single category.

Please download, complete, and upload below

- W9
- Conflict of Interest Statement

Documentation

☑ **W-9** *Required
OSK W9 Final 2022.pdf

☑ **Form 990** *Required
OSK Draft 2020 990 For Guidestar.pdf

☑ **Articles of Incorporation and Bylaws** *Required
2020 Amended Articles of INC OSK .pdf

☑ **Federal Tax Exemption Letter** *Required
IRS Tax Exempt PDF.pdf

☑ **Most Recent Audited Financial Statements** *Required
OSK 2020 Compilation (1).pdf

☐ **Most Recent Single Audit (see question I.5)**

***No files uploaded*

☑ **Organizational Chart** *Required

Operations Structure Org Chart.pdf

☑ **List of Board of Directors** *Required

OSK BOD 2022.pdf

☑ **Conflict of Interest Statement** *Required

OSK NOFA Conflict of Interest Statement .pdf

☑ **Resumes of Program Team** *Required

Jennifer Hyle Resume.pdf
Natalie Jakiemiec Resume (1).pdf
ANdreaSlabyresume.pdf
Anthonycarroccioresume.pdf

☑ **Blank Intake Form** *Required

Client-Intake-Form-Oct 2021.pdf

☑ **Handouts and Promotional Material**

OSK Presentation 2022.pdf

☑ **Additional Documentation**

Spanish Tri-Fold Brochure.pdf

Submit

Completed by andrea@organicsoupkitchen.org on 1/13/2022 2:09 PM

Case Id: 31536
Name: Organic Soup Kitchen Food Security for Seniors
Address: *No Address Assigned

Submit

Please provide the following information.

I CERTIFY THE FOLLOWING:

☑ **The information contained in the application and all attachments is true to the best of my knowledge.**

☑ **The Agency is a 501(c)(3) or (4) Non-Profit Organization.**

IF AWARDED FUNDS, THE AGENCY CERTIFIES THAT:

☑ **It will notify the County in writing of any proposed changes to the project's scope, schedule, or budget, and it understands that all changes must be approved by the County before they are implemented.**

☑ **It will comply with Federal, State and County regulations and policies applicable to the source of funds awarded.**

☑ **It understands that the County, HUD or other federal entity shall have access to all program and financial records related to the program for monitoring or audit purposes.**

☑ **There will be sufficient funds, including County and other sources of funds, to operate the program as proposed.**

☑ **There will be sufficient staff capacity to effectively administer the program.**

☑ **It will income-qualify all program participants (beneficiaries) in accordance with 24 CFR Part 5.609 (Part 5), unless certified by the County as an Area Benefit or Presumed Beneficiary program.**

☑ **It will collect income, race and ethnicity data on low-income persons and, if applicable, special populations such as elderly, abused children, homeless, disabled, HIV/AIDS persons (see definitions of special needs populations in question D3 of the application).**

☑ **It will retain records relating to the use of federal funds for a period not less than five years.**

☑ **It has, or will have in place prior to the execution of an agreement with the County, a personnel policy with an affirmative action plan and grievance procedure.**

☑ **It will provide timely performance reports as required in the executed agreement with the County.**

☑ **It will provide proof of insurance described in the "Insurance" section of the application and will provide updated insurance immediately upon expiration.**

☑ **It will comply with the Federal Funding Accountability and Transparency Act (FFATA) – 2 CFR Part 170.**

☑ **It will comply with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.**

☑ **It will comply with Generally Accepted Accounting Principles.**

Signature
Andrea Slaby
Electronically signed by andrea@organicsoupkitchen.org on 1/13/2022 11:36 AM

Date
01/13/2022

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
March 14, 2022

ITEM FOR COUNCIL CONSIDERATION

The City's 2021 Housing Element Annual Progress Report to the State Department of Housing and Community Development on the status of implementation of its goals, policies, and objectives.

STAFF RECOMMENDATION

Action Item X; Non-Action Item __

Receive the 2021 Housing Element Annual Progress Report and direct that it be submitted to the State Housing and Community Development Department.

Sample Motion: I move to accept the 2021 Housing Element Annual Progress Report on the status of implementation and direct the Community Development Director to submit the document to the State Department of Housing and Community Development.

BACKGROUND

The Housing Element is a chapter of the City of Carpinteria General Plan. Pursuant to California State law, each city and county is required to prepare an Annual Report to its legislative body on the status of the Housing Element and progress on its implementation. The law requires that a copy of the Annual Report be submitted to the State Department of Housing and Community Development (HCD) and the legislative body by April 1 of each year. In compliance with state housing law, the Community Development Department will submit the report to the State once accepted by the City Council. The Housing Element Annual Progress Report is included as Attachment A.

The 2021 annual report is the penultimate of the 2015-2023 Housing Element Annual Progress Reports. The City has initiated a process to prepare an updated succession Housing Element. On August 9, 2021 the City Council authorized the City Manager to execute an Agreement for Consultant Services between the City of Carpinteria and John Douglas, AICP, Owner, JHD Planning LLC to prepare the City's 2023-2031 Housing Element. The anticipated schedule is provided below:

Date	Milestone
April – December 2021	Review current Housing Element Housing Element analysis
January – May 2022	Prepare Administrative Draft Housing Element Public workshop
June 2022	Prepare Public Review Draft Housing Element
June - August 2022	Planning Commission/City Council workshop
September - November 2022	HCD review & consultation (60-day review)
December 2022 - February 2023	Planning Commission hearing & recommendation City Council hearing & adoption Submit adopted Housing Element to HCD

DISCUSSION

The 2021 Housing Element Annual Progress Report has been prepared in accordance with the State's submittal requirements. The City Council adopted Resolution No. 5556, approving the 2015-2023 Housing Element, on November 10, 2014. This Report provides a summary of housing program implementation for the 2021 calendar year.

In 2021, building permits were issued for 11 new residential units in the City of Carpinteria. Five of those units were part of the Faith Lutheran Church/The Cottages development. Two building permits were issued for the Sanctuary Beach Condominiums, which comprises four new condominium units in two duplex structures. The remaining two permits were for Secondary Dwelling Units.

One new housing entitlement was approved in 2021, for the Stein Secondary Dwelling Unit. Sixteen residential units received Certificates of Occupancy in 2021, 10 of which were for the Green Heron/Seahouse condominium development, and four were for the Klentner Condominiums which comprises four new condominium units on a lot that previously contained two units, for a net increase of two units.

The following tables are excerpted from the attached Report (and separate data-entry form submitted to the State in electronic format as an exhibit to the Report) and follow the required format established by the State Housing and Community Development Department. Table I summarizes the number of residential units permitted in the City that were completed in 2021. Table II summarizes the number of new residential building permits issued in 2021.

Table I: New Residential Units Completed in 2021
(Issued Certificate of Occupancy)

Project Name	Address	Units	Income Category
Green Heron/Seahouse	1300 Cravens Lane	12	Above Moderate
Klentner Condominiums	1075 Cramer Road	4	Above Moderate
Total Residential Units Completed in 2021: 16			

Table II: New Residential Units Building Permits Issued in 2021
(Not Completed in 2021)

Project Name	Address	Number of Units	Income Category
Sanctuary Beach Condominiums	4285 Carpinteria Avenue	4	Above Moderate
Stein Secondary Dwelling Unit	1315 Casitas Pass Road	1	Above Moderate
Able Secondary Dwelling Unit	477 Concha Loma Drive	1	Above Moderate
Faith Lutheran Church/The Cottages	1335 Vallecito Place	5	Above Moderate
Total Residential Units Approved in 2021: 11			

The Housing Element Annual Progress Report shows that the City is effectively implementing the goals of its eight-year Housing Element by supporting the development of housing for various economic income groups. The City participates in the Cities-County Joint Affordable Housing Task Group, a county-wide group of Council and Board members, public sector employees, dedicated home builders, and community members working together to share information and resources to increase home production in all levels of affordability throughout the County. Additionally, it shows the City's commitment to supporting housing and the quality of life in Carpinteria through implementation of the City's Workforce Down Payment Assistance Program and the Rental Housing Mediation Program (administered by the City of Santa Barbara).

The City also collaborates with a regional working group composed of representatives from the County Housing Authority, People's Self-Help Housing Corporation, City Net, and the local community, to connect people experiencing homelessness in Carpinteria to the services needed to, ultimately, be housed. The City also participates in the Santa Maria/Santa Barbara County Continuum of Care, a comprehensive, county-wide group

of dedicated service providers, public sector employees, and community members working together to leverage national, state, and local resources to end homelessness in our community.

The City has approved 184 new units in the 2015-2023 planning cycle so far, which exceeds the RHNA allocation of 163 new units. However, 137 of the new units were for the Above Moderate income category. The City is still short on providing new units in the Very-Low, Low, and Moderate income allocation categories. This information is summarized in Table III below.

Table III: Regional Housing Needs Allocation (RHNA) Progress
(Based on Building Permit Issuance Date)

Income Group	2015-2023 RHNA	Units Added 2015	Units Added 2016	Units Added 2017	Units Added 2018	Units Added 2019	Units Added 2020	Units Added 2021	Units Added 2022	Units Added 2023	Total Units Approved
Very Low	**39**	33	0	0	0	0	0	0	-	-	33
Low	**26**	9	0	3	0	0	0	0	-	-	12
Moderate	**34**	2	0	0	0	0	0	0	-	-	2
Above Moderate	**64**	82	4	0	1	25	14	11	-	-	137
TOTAL	**163**	**126**	**4**	**3**	**1**	**25**	**14**	**11**	**-**	**-**	**184**

While the City ultimately has very limited control over housing production, the shortfall in the three lower-income categories in the 2015-2023 planning period (along with new State housing laws that place greater expectations on cities to promote production at much higher numbers) will help inform policy development for the next planning cycle. All of these efforts are made in support of implementing the housing policies and programs capable of encouraging production of safe and adequate housing for all Carpinterians.

POLICY CONSISTENCY

The attached Housing Element Annual Progress Report includes a detailed discussion of the City's compliance with its Housing Element policies and goals through the implementation of various housing programs throughout calendar year 2021.

FINANCIAL CONSIDERATIONS

There is no financial impact to the City as a result of submitting this report.

LEGAL

Upon submittal of this document to HCD, the City will have complied with California planning law pursuant to section 65400(a)(2) of the Government Code.

OPTIONS

1. Receive the 2021 Housing Element Annual Progress Report and direct submittal to the HCD (staff recommendation)
2. Recommend changes be incorporated into the Annual Progress Report and authorize the Community Development Director to submit the revised Report to HCD.

PRINCIPAL PARTIES EXPECTED AT MEETING

None.

ATTACHMENT

Attachment A 2021 Housing Element Annual Progress Report (March 2022)

Staff contact: Syndi Souter, Associate Planner
(805) 755-4405, syndis@ci.carpinteria.ca.us

Signature

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

Signature

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

Signature

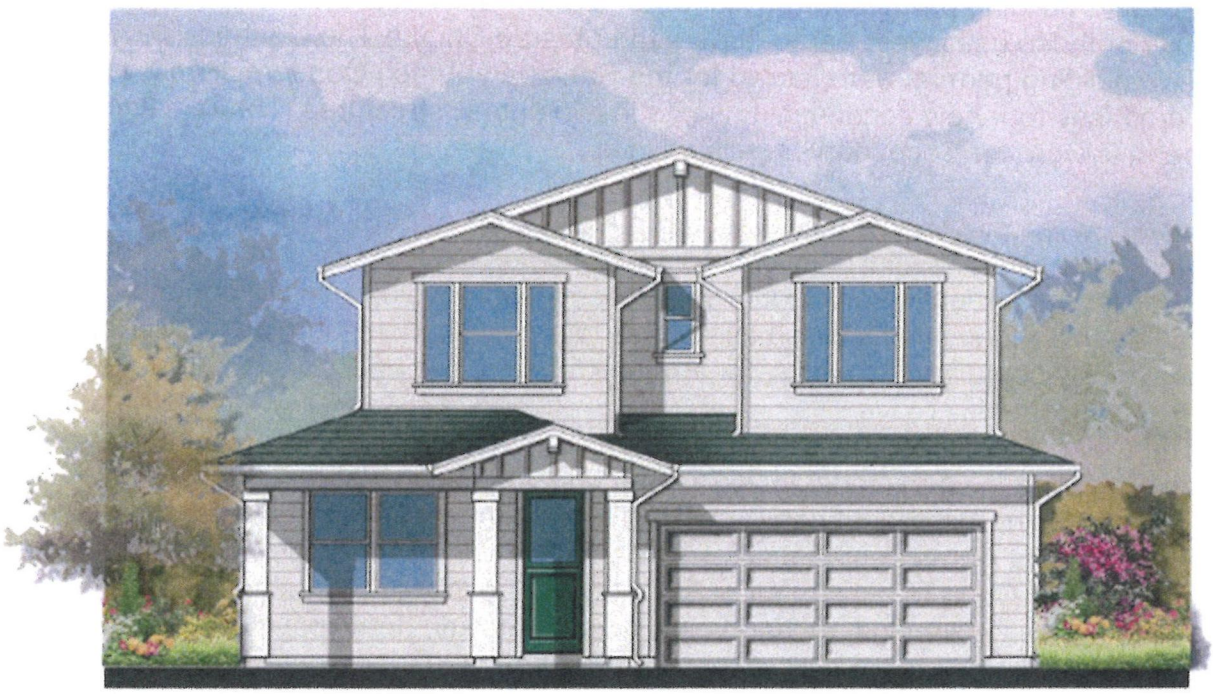
Attachment A

2021 Housing Element Annual Progress Report
March 2022

City Council Hearing, March 14, 2022

City of Carpinteria

2021
Housing Element Annual Progress Report



March 2022

INTRODUCTION

Pursuant to Section 65400 of the Government Code, Community Development Department staff prepares an annual report to the City Council on the status of the General Plan and its Elements and progress being made in implementation. This is an opportunity to review activities and projects of the prior year in the areas of housing development and other programs that implement the City's Housing Element. The City's Housing Element identifies community housing needs and describes how safe, affordable housing can be provided and maintained for City residents. Included in this report are statistics demonstrating progress in meeting regional housing needs.

The 2015-2023 Housing Element was adopted by Resolution No. 5556 by the City Council on November 10, 2014. The State Department of Housing and Community Development certified the Housing Element on November 20, 2014. This update complies with the Housing Element planning period from February 15, 2015 through February 15, 2023 and includes information related to housing in Carpinteria for the 2021 calendar year. The resolution complies with the State Department of Housing and Community Development's requirement for municipalities within the Santa Barbara County Association of Governments (SBCAG) to update their housing elements every eight years and is consistent with the City's General Plan.

2021 Housing Highlights

In 2021, building permits were issued for 11 new residential units in the City of Carpinteria. Five of those units were part of the Faith Lutheran Church/The Cottages development. Two building permits were issued for the Sanctuary Beach Condominiums, which comprises four new condominium units in two duplex structures. The remaining two permits were for Secondary Dwelling Units.

One new housing entitlement was approved in 2021, for the Stein Secondary Dwelling Unit. Sixteen residential units received Certificates of Occupancy in 2021, 10 of which were for the Green Heron/Seahouse condominium development, and four were for the Klentner Condominiums which comprises four new condominium units on a lot that previously contained two units, for a net increase of two units.

The City continues to provide various forms of assistance to increase housing opportunities in Carpinteria. In 2021, staff continued to implement the Workforce Housing Down Payment Loan Program. The program was first funded by the 2011 Development Agreement that allowed the conversion of five affordable residential units at Lavender Court to a payment of $571,000 to the City's Affordable Housing Trust Fund. Like an in-lieu fee, the funds are used to provide down payment loans for families purchasing homes in the City of Carpinteria. During 2021, no new loans were approved and three loans were repaid. Staff continues to work with the Housing Trust Fund of Santa Barbara County to find interested buyers looking to use the deferred repayment loans to buy homes in Carpinteria. The City also continues to participate in Santa Barbara County's Home for Good program with the regional Creative Housing Solutions Subcommittee, a working group composed of representatives from the County Housing Authority, People's Self-Help Housing Corporation, Home for Good, United Way, and

City staff, along with the local community, to identify and pursue innovative housing opportunities.

Housing Element Review

The Housing Element is organized into two sections that describe the goals and objectives of the City in addressing the community's housing needs. The Housing Element also includes Technical Appendices with detailed information to document compliance with the Government Code. Section 2 of the Housing Element is organized by the five primary program categories which are to be implemented during the planning period. The document also contains a Housing Program which describes 21 specific programs the City implements to realize the goals of the Housing Element. This report explains the housing programs and goals and how the City implemented them throughout 2021.

Program Category 1: Make sites available to accommodate the RHNA

Housing Needs Summary

The Santa Barbara County Association of Governments (SBCAG) allocated a housing need to the City of 163 housing units for the 2014-2022 Regional Housing Needs Allocation Plan. The 2015-2023 Housing Element Table II-1 below shows the City's share of the regional housing need across five income categories.

Table II-1
Land Inventory Summary

	Income Category				Total
	Very Low	Low	Mod	Above	
RHNA 2015-2023	39	26	34	64	163
Units completed after 1/1/2014 (Housing Element Table B-2)	33	9	2	5	49
Net remaining RHNA	23		32	59	114
Housing sites (Housing Element Table B-3)	76		6	35	117
Adequate capacity?	Yes		Yes[1]	Yes[1]	Yes

Notes:
1. Reflects excess lower-income sites

Goals

- Attain additions to the housing supply that meet the housing needs of all economic segments.
- Maintain a jobs-housing balance or ratio within the 0.75 to 1.25 range suggested by the Santa Barbara County Association of Governments.

Policies

- *Adequate Sites:* Provide sufficient sites in the General Plan/Coastal Plan and zoning map to meet the housing needs allocated to the City by the Regional Housing Needs Allocation (RHNA) Plan.

- *Housing Types:* In the General Plan/Coastal Plan and implementing ordinances provide for a mix of housing types consistent with the City's needs, including single family detached and multiple family housing.
- *Public Services and Facilities:* Ensure that public services and facilities have the capacity to support the need for the new residential development allocated to the City by the RHNA Plan.

Result

The City keeps an inventory that details the amount, type and size of vacant parcels to assist developers in identifying land suitable for residential development. The City also reports on the number of extremely low, very low, low, and moderate income units constructed annually. If the inventory indicates a shortage of available sites, the City will rezone or identify new sites sufficient to accommodate the City's RHNA. The City also works with developers to ensure that appropriate lot densities are used when planning new development.

In 2021, building permits were issued for 11 new residential units in Carpinteria, 5 of which were for the Faith Lutheran Church/The Cottages project. The Sanctuary Beach Condominiums received building permits for 4 new units. Two additional building permits were issued for Secondary Dwelling Units. These building permits are summarized in Table II below. Another 16 units received Certificates of Occupancy in 2021, 12 of which were for the Green Heron/Seahouse condominium project and 4 of which were for the Klentner Condominiums, as summarized in Table I below.

Table I: New Residential Units Completed in 2021
(Issued Certificate of Occupancy)

Project Name	Address	Units	Income Category
Green Heron/Seahouse	1300 Cravens Lane	12	Above Moderate
Klentner Condominiums	1075 Cramer Road	4	Above Moderate
Total Residential Units Completed in 2021: 16			

Table II: New Residential Units Building Permits Issued in 2021
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Project Name	Address	Number of Units	Income Category
Sanctuary Beach Condominiums	4285 Carpinteria Avenue	4	Above Moderate
Stein Secondary Dwelling Unit	1315 Casitas Pass Road	1	Above Moderate
Able Secondary Dwelling Unit	477 Concha Loma Drive	1	Above Moderate
Faith Lutheran Church/The Cottages	1335 Vallecito Place	5	Above Moderate
Total Residential Units Approved in 2021: 11			

The City's annual RHNA progress for the 2015-2023 cycle is summarized in Table III below. For RHNA, units are counted when the building permits are issued. Although the City has approved 184 new units so far for this RHNA cycle, the Very-Low, Low, and Moderate income categories are below the RHNA allocations. For comparison of units approved (via building permits) versus actual units constructed, see Table IV below which summarizes the numbers of Certificates of Occupancy issued for each year of the RHNA cycle.

Table III: Regional Housing Needs Allocation (RHNA) Progress
(Based on Building Permit Issuance Date)

Income Group	2015-2023 RHNA	Units Added 2015	Units Added 2016	Units Added 2017	Units Added 2018	Units Added 2019	Units Added 2020	Units Added 2021	Units Added 2022	Units Added 2023	Total Units Approved
Very Low	**39**	33	0	0	0	0	0	0	-	-	33
Low	**26**	9	0	3	0	0	0	0	-	-	12
Moderate	**34**	2	0	0	0	0	0	0	-	-	2
Above Moderate	**64**	82	4	0	1	25	14	11	-	-	137
TOTAL	**163**	**126**	**4**	**3**	**1**	**25**	**14**	**11**	**-**	**-**	**184**

Table IV: Constructed Units
(Based on Certificate of Occupancy Issuance Date)

Year	Units Completed (Certificate of Occupancy)
2015	44
2016	74
2017	1
2018	0
2019	4
2020	12
2021	16
TOTAL	**151**

Program Category 2: Assist in the development of adequate housing to meet the needs of extremely low, very low, low, and moderate income households.

Goals

- Attain a housing supply that meets a variety of housing needs.
- Attain a housing supply that meets the needs of extremely-low-, very-low-, low- and moderate-income households.
- Attain a housing supply that meets the needs of special population groups.

Policies

- *Infill Development*: Promote infill housing development through land use policies and by deferring or reducing development impact fees where the City wants to encourage infill development.
- *Second Units*: Promote the development of second units consistent with the State law and the City's second unit ordinance.
- *Suitable Housing Unit Sizes*: Provide for a range in the number of bedrooms in assisted housing developments so as to help meet the needs of various household types and special needs populations.
- *Downtown Mixed Use*: Encourage studio and one bedroom units above commercial uses in the downtown district to reduce parking needs and facilitate affordability.
- *Rental Assistance*: Continue participation in the County of Santa Barbara Housing Authority's Section 8 program as the primary means to address the City's rental assistance needs. Allocate HOME funds and In lieu Fees to state and federally assisted housing that provides rent restricted units in existing and/or new residential developments.
- *Acquisition and Rehabilitation of Rental Housing*: Work with non-profit sponsors to acquire and rehabilitate rental housing units in order to maintain long-term affordability of the units. This will include, but not be limited, to: (a) technical support needed to obtain funding commitments from county, state and/or federal programs; (b) assistance in

permit processing; (c) possible deferral, reduction or waiver of City fees; and (d) contribution of City housing funds, if available.

- *Critical Workforce Housing*: Implement "set-aside" policies for critical workforce occupations. New housing developed through the Inclusionary Housing Ordinance, current and future Development Agreements and other appropriate Housing Element programs should set aside a percentage of the units for households employed in critical workforce occupations. Examples of critical workforce occupations are law enforcement, firefighters, nurses, teachers and local government.
- *Farm Employee and Supportive Housing*: Allocate in lieu fees for predevelopment activities, including state and/or federal funding applications, to support the sponsors of farm employee housing and supportive housing for special needs populations.
- *Shelter for the Homeless*: Support countywide programs to provide for a continuum of care for the homeless including emergency shelter, transitional housing, supportive housing and permanent housing. Allocate CDBG funds to agencies assisting homeless persons and families to meet shelter and non-shelter needs.

Result

The City worked with the developers of the Green Heron/Seahouse project to market and sell the four new Above-moderate income (121-200% AMI) affordable residential units that were constructed as part of the Inclusionary Housing Ordinance requirements for the development at 1300 Cravens Lane. The affordable lottery was held in late 2020, and the units were sold in early 2021.

Also within Program Category 2, the Community Development Department implements the Secondary Dwelling Unit Program which allows development of secondary dwelling units in the Single Family Residential Zone Districts. The current program allows owners of lots greater than 8,000 square feet in size to be eligible to construct second dwelling units. The program applies to 528 single family residential lots which have adequate lot sizes and do not already enjoy second units. In years past, an average of two second units were permitted annually. During the 2021 period, the Community Development Department issued two building permits for second units. The City's 2015-2023 Housing Element addresses this issue and recommends that the second-unit development standards be reviewed to ensure that there are no governmental constraints to the development of second units. These development standards, as well as new state regulations regarding Accessory Dwelling Units, will be reviewed in the context of the City's recent initiation of a zoning ordinance update specifically for Accessory Dwelling Units (Resolution #5915, 9/23/2019). The City will continue to educate interested property owners about second unit opportunities. In 2017, the City reduced the Development Impact Fees for accessory dwelling units, pursuant to Assembly Bill 2299 (Resolution #5750, 9/25/2017).

To assist the local homeless population, the City participates in the Santa Barbara Continuum of Care, known as Home for Good of Santa Barbara County, and facilitates the Carpinteria Regional Coordination Committee. The Coordination Committee has two subgroups: The Creative Housing Solutions Subcommittee, which identifies opportunities and resources for homeless individuals, and the Coordinated Outreach Team, which makes regular contact with those individuals and attempts to connect them with the services and housing they need.

Program Category 3: Address and, where appropriate and legally possible, remove governmental constraints to the maintenance, improvement and development of housing.

Goals

- Address, and to the extent legally possible, mitigate and/or remove governmental constraints to the maintenance, preservation, improvement and development of housing.
- Implement land use regulations that facilitate meeting affordable housing needs.

Policies

- *Expedite Affordable Housing Development Review*: Affordable housing developments shall receive the highest priority and efforts by staff, the Planning Commission and City Council to: (a) provide technical assistance to affordable housing developers, including community involvement; (b) take into account project funding and timing needs in the processing and review of the applications; and (c) provide the fastest turnaround possible in determining application completeness.
- *Fee Mitigation*: Permit on a case-by-case basis fee reductions and waivers to help owner-builder projects, projects with minimum public service impacts, retrofitting projects and affordable housing developments.

Result

The City has implemented a 50% Development Impact Fee reduction for 100% affordable housing developments to assist in removing governmental constraints to the development of affordable housing. This reduction was applied for both the Dahlia Court and Casas de las Flores Apartments sites in the past and, more recently, for the Habitat for Humanity affordable residential ownership units.

Program Category 4: Conserve and improve the condition of the existing stock of affordable housing.

Goals

- Conserve existing housing important to the community such as rental apartments, mobile home parks and other affordable housing units.
- Maintain the affordability of existing and future affordable housing developments.
- Attain a housing supply free from substandard and deteriorated housing conditions.

Policies

- *Section 8 Housing*: Maintain the numbers of extremely-low-, very-low- and low-income households that are assisted by the Section 8 rental assistance program.
- *Apartment Conservation*: Conserve apartment rental housing by prohibiting the conversion to condominium ownership unless the apartment rental vacancy rate is more than 5%.
- *Mobile Homes, Mobilehome Parks and Manufactured Housing*: Conserve mobile homes, mobilehome parks and manufactured housing as an essential part of Carpinteria's housing supply.
- *Mobile Home Rents*: Continue the Mobile Home Park Rental Stabilization ordinance.

- *Occupancy Inspections*: Conduct occupancy inspections for code requirements for single-family residential units and apartment structures when they are sold.
- *Long-Term Housing Affordability*: Enforce resale controls and income restrictions to ensure that affordable housing provided through the Inclusionary Housing Program remains affordable over time to the income group for which it is intended.
- *Maintenance and Repair*: Promote the maintenance and repair of owner-occupied and rental housing to prevent deterioration within the City.
- *Housing Rehabilitation*: Facilitate the rehabilitation of substandard and deteriorated housing where feasible.
- *Housing Replacement*: Where possible, promote the removal and replacement of those substandard units that cannot be rehabilitated.
- *CDBG Rehabilitation*: Allocate CDBG funds to multi-family rehabilitation programs and retrofitting of existing housing.
- *Acquisition and Rehabilitation of Rental Housing*: Work with non-profit sponsors to acquire and rehabilitate rental housing units in order to maintain long-term affordability of the units. This will include, but not be limited to: (a) technical support needed to obtain funding commitments from County, State and/or Federal programs; (b) assistance in permit processing; (c) possible deferral, reduction or waiver of City fees; and (d) contribution of City housing funds, if available.

Result

Seven mobile home parks provide affordable-by-design housing in the City with a total of 860 mobile home park spaces. The City's Mobile Home Rent Stabilization regulations aim to protect the value of mobile homes for tenants of rental parks. The City also allows manufactured homes to be constructed in all residential zones which may reduce construction costs.

In addition, the City initiated three legislative efforts to preserve affordable housing stock: The Mobile Home Park Closure Regulations, Tenancy-In-Common Ownership Regulations, and Mobile Home Park Residency Law legislative advocacy.

Program Category 5: **Promote housing opportunities for all persons.**

Goals

- Attain a housing market with "fair housing choice," meaning the ability of persons of similar income levels regardless of race, color, religion, sex, national origin, disability and familial status to have available to them the same housing choices.

Policies

- *Promote Fair Housing*: Promote fair housing opportunities through the City's participation in the County's Community Development Block Grant Program.
- *Information and Referral*: Promote fair housing through the provision of information and referral services to residents who need help on fair housing issues. This includes referring local residents who want to file a housing discrimination complaint to the appropriate local, county, state or federal agency, depending on the nature of the complaint.

- *Fair Housing Information*: Implement activities to broaden resident knowledge of fair housing law.

Result

The City continues to fund services provided by the City of Santa Barbara Rental Housing Mediation Program (RHMP). The RHMP provides dispute resolution resulting from landlord, tenant and roommate issues which arise in rental housing situations. The primary goal of the program is to provide an alternative to the formal judicial system and provide legal advice and mediation when disputes arise. The program provides free legal assistance for residents living at or below the poverty line, while also providing general social service guidance for those with disabilities, seniors and victims of domestic violence. In 2014, the RHMP began outreach programs in Carpinteria to educate local residents about tenant/landlord rights and to answer housing questions. The program shows success in preventing litigation through mediation and conflict resolution. In 2021, the RHMP provided service to 46 Carpinteria tenants and landlords regarding issues related to rental housing and to educate local residents about the services provided by RHMP and other typical concerns related to rental housing. The City continues to look for such opportunities.

Conclusion

The Housing Element Annual Progress Report illustrates activities undertaken by the City of Carpinteria in 2021 that seek to improve the quality and quantity of market rate and affordable housing in Carpinteria. As required by state law, the 2009 Housing Element Update was completed and certified in 2011; given the success of Carpinteria's program, many of the affordable housing strategies were continued into the 2015-2023 Housing Element with modifications made as necessary to meet the City's regional housing needs. The City remains in compliance with Housing Element Law by adoption of its Housing Element update in late 2014 and production of housing units thus far.

Exhibit 1 Housing Element Annual Progress Report Form 2021

Exhibit 1

Housing Element Annual Progress Report Form 2021

City Council Hearing, March 14, 2022

Jurisdiction	Carpinteria	
Reporting Year	2021	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	02/15/2015 - 02/15/2023

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

(CCR Title 25 §6202)

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table A
Housing Development Applications Submitted

Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes								Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Density Bonus
1					2	3	4	5							6	7	8	9	10
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+ ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted+ (see instructions)	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project	Was APPLICATION SUBMITTED Pursuant to GC 65913.4(b)? (SB 35 Streamlining)	Was a Density Bonus requested for this housing development?
Summary Row: Start Data Entry Below								0	0	0	0	0	0	1	1	1	0		
	001-300-046	1315 Casitas Pass Road	Stein SDU	21-2092-SDU/CDP	ADU	R	3/19/2021							1	1	1	0	No	No
															0				
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ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Jurisdiction
Reporting Year
Planning Period

Note: "+" indicates an optional field

Table A2
Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier					Unit Types	Affordability by Household Incomes - Completed Entitlement							Affordability by Household Incomes - Building Permits							Affordability by Household Incomes - Certificates of Occupancy							Streamlining	Infill	Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Demolished/Destroyed Units		Density Bonus				Notes
1					2	3						4	5	6						7						8	9	10					11	12			13							14
Prior APN+	Current APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Unit Category	Tenure R=Renter O=Owner	Very Low-Income Deed Restricted	Very Low-Income Deed Restricted	Low Income Deed Restricted	Low Income Deed Restricted	Moderate Income Deed Restricted	Moderate Income Deed Restricted	Above Moderate Income	Building Permits Date Issued	# of Units Issued Building Permits	Very Low-Income Deed Restricted	Very Low-Income Deed Restricted	Low Income Deed Restricted	Low Income Deed Restricted	Moderate Income Deed Restricted	Moderate Income Deed Restricted	Above Moderate Income	Date of Certificate of Occupancy or Other Form of Completion (See Note)	# of Units Issued Certificates of Occupancy or Other Forms of Completion	Was this unit counted for the Streamlined Ministerial Approval Process? (Y/N)	Was this unit counted for the Infill Bonus? (Y/N)	Restricted Units Assisted by Local Housing Trust Fund (Y/N)	Restricted Units Assisted by Other Public Funding (Y/N)	Units Assisted by Low-Income Housing Tax Credits (Y/N)	Units Assisted by Private Subsidy (Y/N)	Units Assisted by Other Funding (Y/N)	Term of Affordability or Deed Restriction	Demolished Units	Destroyed Units	Density Bonus Units Granted Pursuant to Gov. Code Section 65915	Density Bonus Units Granted Pursuant to Local Ordinance	Number of Incentives, Waivers, or Other Modifications Granted Pursuant to Gov. Code Section 65915	Did the Jurisdiction Grant a Density Bonus Pursuant to Gov. Code Section 65915? (Y/N)	
Jurisdiction Name Start Data Entry Below																																						
024-130-007	024-130-007	101 Cedar Ave	Alpha Apartments	3 Total Units	2 to 4	R																																
023-212-030	023-212-030	405 Cedar Ave		10 Units Constructed	2 to 4	O																																
023-310-050	023-310-050	415 Cedar Ave		10 Units Constructed	Accessory Dwelling Unit	R																																
024-120-040	024-120-040	1315 Cedar Ave	Mixed Use Development	21 Units Constructed	5+	R																																
024-110-020	024-110-020	408 Elm Ave	Green Manor Senior Apartments	74 Units Constructed	5+	R																																
024-140-010	024-140-010	1401 Main St	Park Lane Subdivision Phase 1	16 Units Constructed	SFD	O																																

Jurisdiction	Carpinteria	
Reporting Year	2021	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	02/15/2015 - 02/15/2023

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.

Please contact HCD if your data is different than the material supplied here

Table B
Regional Housing Needs Allocation Progress
Permitted Units Issued by Affordability

		1	2									3	4
Income Level		**RHNA Allocation by Income Level**	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**	**Total Units to Date (all years)**	**Total Remaining RHNA by Income Level**
Very Low	Deed Restricted	39	33	-	-	-	-	-	-	-	-	33	6
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-		
Low	Deed Restricted	26	9	-	3	-	-	-	-	-	-	12	14
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-		
Moderate	Deed Restricted	34	-	-	-	-	-	-	-	-	-	2	32
	Non-Deed Restricted		2	-	-	-	-	-	-	-	-		
Above Moderate		64	82	4	-	1	25	14	11	-	-	137	-
Total RHNA		163											
Total Units			126	4	3	1	25	14	11	-	-	184	52

Note: units serving extremely low-income households are included in the very low-income permitted units totals and must be reported as very low-income units.

Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th cycle, Table B will include units that were permitted since the start of the planning period.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

Jurisdiction	Carpinteria	
Reporting Year	2021	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	02/15/2015 - 02/15/2023

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table C

Sites Identified or Rezoned to Accommodate Shortfall Housing Need and No Net-Loss Law

Project Identifier				Date of Rezone	RHNA Shortfall by Household Income Category				Rezone Type	Sites Description							
1				2	3				4	5	6	7	8		9	10	11
APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Date of Rezone	Very Low-Income	Low-Income	Moderate-Income	Above Moderate-Income	Rezone Type	Parcel Size (Acres)	General Plan Designation	Zoning	Minimum Density Allowed	Maximum Density Allowed	Realistic Capacity	Vacant/Nonvacant	Description of Existing Uses
Summary Row: Start Data Entry Below																	

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Jurisdiction	Carpinteria	
Reporting Year	2021	(Jan. 1 - Dec. 31)

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element

1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
Second Unit Program	14 second units during the planning period	Ongoing	In 2021, two second units were permitted by CDD.
Energy Conservation Program	Reduce residential energy use throughout the planning period	Ongoing	The Building Division and Community Development Department continue to promote energy efficient and energy saving opportunities on new and redevelopment projects.
No Net Loss Program	Ensure compliance with no net loss requirements throughout the planning period	Ongoing	The Community Development Department continues to ensure compliance with no net loss of residential units through the review of development permits.
Section 8 Rental Assistance Program	169 Section 8 Certificates during the planning period	Ongoing	In 2021, 119 Section 8 Certificates were issued by the Housing Authority of Santa Barbara County and the City of Santa Barbara Housing Authority within the City of Carpinteria.
Affordable Rental Housing Program	43 lower income rental units during the planning period	Ongoing	In 2021, no new low-income rental units were constructed.
Inclusionary Housing Program	10 Inclusionary Housing Units during the planning period	Ongoing	Staff will continue to identify opportunities for additional inclusionary housing and work with developers which might develop multi-family housing developmerns. Two projects, Green Heron Spring and Faith Lutheran Church Subdivision/The Cottages Residences, provided a total of five inclusionary units within this Housing Element cycle.
Density Bonus Procedures	Continue to offer density bonus incentives throughout the planning period	Ongoing	Although no density bonus units were developed in 2021, staff will continue to provide density bonus incentive information to qualifying developments through the planning and development review process.
Facilitate Lot Consolidation	Continue to facilitate consolidation of small lots during the planning period	Ongoing	Although no lots were consolidated in 2021, staff will continue to identify opportunities and work with developers to consider consolidation of small lots.
Regulatory Concessions and Incentives	Facilitate construction of affordable units commensurate with the City's needs throughout the planning period	Ongoing	Although no projects were approved in 2021 which took advantage of the concessions and incentives provided for affordable housing, the Community Development Department is in discussions regarding both affordable rental units and affordable-ownership condominiums.
Fee Mitigation Program	Facilitate construction of affordable units commensurate with the City's needs throughout the planning period	Ongoing	Although no projects were approved in 2021 which took advantage of the concessions and incentives provided for affordable housing, the Community Development Department is in discussions regarding both affordable rental units and affordable ownership condominiums. In 2017, the city lowered the Development Impact Fees for Accessory Dwelling Units to facilitate the permitting of such units.
Special Needs Housing Program	Continue to implement zoning regulations that facilitate construction of housing for persons with special needs through the planning period	Ongoing	One building permit for a Secondary Dwelling Unit was issued in 2021 with a resonable accomodation request for the occupant.
Conservation of Mobile Home Parks	Facilitate preservation of seven mobile home parks and moderate rental rates throughout the planning period	Ongoing	The city has continued to monitor rental rates in mobile home parks through the Mobile Home Rent Stabilization Program and has had no conversion of the seven mobile home parks in Carpinteria.
Condominium Conversion Ordinance	Facilitate preservation of existing units throughout the planning period	Ongoing	During the 2021 calendar year, no residential rental units were converted to condominiums due to provisions of the Condominium Conversion Ordinance related to rental vacancy rates.
Housing Code Compliance	Facilitate preservation of existing single-family rental housing units throughout the planning period	Ongoing	The Community Development Department's Building and Code Compliance divisions conducted several site inspections and enforced the housing and building and safety codes through compliance orders and administrative citations.
Single Family Housing Rehabilitation	Rehabilitation of two units occupied by extremely-low income owner household and three units occupued by very-low income owner households during the planning period	Ongoing	The city will continue to encourage eligible very-low income homeowners to contact the USDA Rural Housing Repair and Rehabilitation Program for loans to help modernize and improve their homes to remove health and safety hazards.
Multi-family Rehabilitation	Rehabilitation of two extremely-low income units, one very-low income unit, and six low income units during the planning period	Ongoing	The city will continue to seek grant funds and assist in the rehabilitation of multifamily housing in need of repair.
Fair Housing Information and Referral	Continue to disseminate fair housing information to residents, landlords, and other interested parties throughout the planning period; conduct annual fair housing workshops in cooperation with the Rental Housing Mediation Program	Ongoing	The city continues to partner with the City of Santa Barbara's Rental Housing Mediation Program to provide tenants, landlords, and interested parties with information and mediation services related to housing and rental disputes. In 2021, 46 residents received rental-related consultation via phone or in person. The city also refers residents to the Legal Aid Foundation of Santa Barbara County and California Rural Legal Assistance to address concerns related to disability access, those living on fixed incomes, and victims of domestic or elder abuse.
Workforce Homebuyer Down Payment Loans	Continue to facilitate home ownership for local workforce throughout the planning period	Ongoing	The city continues to provide down payment loans, in collaboration with the Housing Trust Fund of Santa Barbara County. No loans were funded in 2021.

Jurisdiction	Carpinteria	
Reporting Period	2021	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	02/15/2015 - 02/15/2023

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table E

Commercial Development Bonus Approved pursuant to GC Section 65915.7

Project Identifier				Units Constructed as Part of Agreement				Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
1				2				3	4
APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Very Low Income	Low Income	Moderate Income	Above Moderate Income	Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
Summary Row: Start Data Entry Below									

Jurisdiction	Carpinteria	
Reporting Period	2021	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	02/15/2015 - 02/15/2023

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table F

Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)

Please note this table is optional: The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, consistent with the standards set forth in Government Code section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net-new housing units and must be reported in Table A2 and not reported in Table F.

Activity Type	Units that Do Not Count Towards RHNA+ Listed for Informational Purposes Only				Units that Count Towards RHNA + Note - Because the statutory requirements severely limit what can be counted, please contact HCD to receive the password that will enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c) of Government Code Section 65583.1+
	Extremely Low-Income+	Very Low-Income+	Low-Income+	TOTAL UNITS+	Extremely Low-Income+	Very Low-Income+	Low-Income+	TOTAL UNITS+	
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Units									
Mobilehome Park Preservation									
Total Units by Income									

Jurisdiction	Carpinteria	
Reporting Period	2021	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	02/15/2015 - 02/15/2023

NOTE: This table must only be filled out if the housing element sites inventory contains a site which is or was owned by the reporting jurisdiction, and has been sold, leased, or otherwise disposed of during the reporting year.

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Table G

Locally Owned Lands Included in the Housing Element Sites Inventory that have been sold, leased, or otherwise disposed of

Project Identifier						
1				2	3	4
APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Realistic Capacity Identified in the Housing Element	Entity to whom the site transferred	Intended Use for Site
Summary Row: Start Data Entry Below						

Jurisdiction	Carpinteria	
Reporting Period	2021 (Jan. 1 - Dec. 31)	

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

For Santa Barbara County jurisdictions, please format the APN's as follows:999-999-999

Table H

Locally Owned Surplus Sites

Parcel Identifier				Designation	Size	Notes
1	2	3	4	5	6	7
APN	**Street Address/Intersection**	**Existing Use**	**Number of Units**	**Surplus Designation**	**Parcel Size (in acres)**	**Notes**
Summary Row: Start Data Entry Below						

Jurisdiction	Carpinteria	
Reporting Year	2021	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	02/15/2015 - 02/15/2023

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		11
Total Units		**11**

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

Units by Structure Type	Entitled	Permitted	Completed
SFA	0	0	12
SFD	0	5	0
2 to 4	0	4	4
5+	0	0	0
ADU	1	2	0
MH	0	0	0
Total	**1**	**11**	**16**

Housing Applications Summary	
Total Housing Applications Submitted:	1
Number of Proposed Units in All Applications Received:	1
Total Housing Units Approved:	1
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions	
Number of Applications for Streamlining	0
Number of Streamlining Applications Approved	0
Total Developments Approved with Streamlining	0
Total Units Constructed with Streamlining	0

Units Constructed - SB 35 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Cells in grey contain auto-calculation formulas

Jurisdiction	Carpinteria	
Reporting Year	2021	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Local Early Action Planning (LEAP) Reporting
(CCR Title 25 §6202)

Please update the status of the proposed uses listed in the entity's application for funding and the corresponding impact on housing within the region or jurisdiction, as applicable, categorized based on the eligible uses specified in Section 50515.02 or 50515.03, as applicable.

Total Award Amount	$ 65,000.00	*Total award amount is auto-populated based on amounts entered in rows 15-26.*

Task	$ Amount Awarded	$ Cumulative Reimbursement Requested	Task Status	Other Funding	Notes
ADU-JADU Program Adoption Process Project Tasks and Budget: 1) Inter-agency, Tribal Consultation, and Special District Coordination: $10,000 2) Hearing-Adoption Process: $15,000 3) Coastal Commission Coordination, Hearing Attendance, Certification Process: $12,000 4) Legal Review of the ADU Program: $15,000 5) Program Public Management and Grant Administration: $3,000 6) Post-adoption Public Outreach and Staff Training: $10,000	$65,000.00	$0.00	In Progress	None	1) Inter-agency, Tribal Consultation, and Special District Coordination: Initial comments received from all districts, the CCC and HCD. Tribal consultation completed, anticipate more coordination during the adoption hearing process, 35% complete) 2) Hearing-Adoption Process: (ongoing process through the Planning Commission and City Council adoption hearing process. Planning Commission hearing date tentatively set for 5/2/2022, and related staff report, exhibits, and notices are being prepared, 10% complete)

Summary of entitlements, building permits, and certificates of occupancy (auto-populated from Table A2)

Completed Entitlement Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		1
Total Units		1

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		11
Total Units		11

Certificate of Occupancy Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		16
Total Units		16

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
March 14, 2022

ITEM FOR COUNCIL CONSIDERATION

Highway 101 Fire Incident Emergency Repair update, approval of a budget allocation for the City's potential portion of costs, and authorization for the City Manager to arrange for reimbursement to Caltrans as determined necessary.

STAFF RECOMMENDATION

1. Receive and file the report on the Highway 101 Fire Incident Emergency Repair; and
2. Appropriate a not-to-exceed budget amount of $400,000, for the City's potential portion of repair costs from the Major Asset Replacement Reserve; and
3. Authorize the City Manager, subject to confirmation of liability, to prepare and execute an agreement between the City and Caltrans for reimbursement of the City's portion of repair work costs in an amount determined appropriate and not to exceed $400,000.

Sample Motion: I move to:

1. Receive and file the report on the Highway 101 Fire Incident Emergency Repair; and
2. Appropriate a not-to-exceed budget amount of $400,000, for the City's potential portion of repair costs from the Major Asset Replacement Reserve; and
3. Authorize the City Manager, subject to confirmation of liability, to prepare and execute an agreement between the City and Caltrans for reimbursement of the City's portion of repair work costs in an amount determined appropriate and not to exceed $400,000.

(This motion requires a roll call vote)

BACKGROUND

On February 19 and 20, 2022, a fire damaged the storm drains under the northbound side of Highway 101 near the east side of Carpinteria Creek. Part of the affected storm drain system includes a culvert that traverses under Via Real. As a part of the

emergency response and due to potential damage to the Via Real roadway, the City temporarily closed Via Real to through vehicle traffic between Bailard Avenue and the northbound Highway 101 off-ramp (Highway 101 Exit 86). The Santa Barbara County Sheriff's Department conducted an investigation and determined the cause of the fire incident was by arson. On February 21, a suspect was arrested.

Following the fire incident, the California Department of Transportation (Caltrans) conducted a damage assessment. On March 2, 2022, staff met with Caltrans to discuss the findings of the damage assessment. In brief, the damage assessment found that some of the storm drains involved in the fire had been damaged beyond repair and would require replacement. The portions of the damaged storm drains, which were constructed from a plastic pipe material, are located within Highway 101 and under the Via Real roadway. The storm drain under the Via Real roadway was a 60" diameter pipe that outlets to Carpinteria Creek and conveys storm water collected from Highway 101 and other tributaries (e.g. public and private streets) in the Carpinteria Creek watershed.

During the meeting on March 2, 2022, Caltrans also shared with the City its proposed emergency repair plan. The City and Caltrans also exchanged written communications and met on two more occasions in order to discuss maintenance responsibilities for the emergency repair work.

The emergency repair work began on Monday, March 7, 2022. Caltrans' contractor, Granite Construction, is performing the emergency repair work for both the Highway 101 storm drains and the replacement of the culvert under Via Real. The emergency repair work includes the removal of the damaged plastic pipes and replacement with reinforced concrete pipe.

The purpose of this agenda matter is for the City Council to allocate funds necessary to pay for the City's potential portion of repair costs and to authorize the City Manager, subject to confirmation of liability and/or as determined necessary, to execute a related reimbursement agreement with Caltrans.

DISCUSSION

As a part of its due diligence concerning maintenance responsibilities, the City has:

a. Reviewed construction plans to confirm damaged improvements were constructed per plan.
b. Reviewed the Freeway Agreement, Freeway Maintenance Agreement, project Conditions of Approval, and Caltrans' Relief of Maintenance notice.
c. Reviewed and requested property ownership information.
d. Reviewed the City's Property Insurance policy and initiated the process to file a claim with California Joint Powers Insurance Authority (CJPIA).
e. Consulted with legal counsel and CJPIA.
f. Met and corresponded with Caltrans representatives.

Caltrans has agreed to proceed with the emergency repair work at its cost subject to reimbursement by the City for any portion for which the City is ultimately found to be responsible.

The responsibility for the emergency repair costs is anticipated to be divided between Caltrans and the City because the improvements damaged by the fire include both the freeway and the City's street (i.e. Via Real). The section of Via Real affected by the fire related to the emergency repair, which includes the drainage culvert, is an extension of and is to be included in the City's street system. The Freeway Agreement (2013), Freeway Maintenance Agreement (2016), and Relief of Maintenance notice (2021) outline the plan for the transfer of maintenance responsibilities associated with the City's street system improvements from Caltrans to the City. As part of this process, the City would accept title to related properties upon relinquishment by Caltrans. The City continues to work with Caltrans in order to ensure appropriate documentation pursuant said agreements.

POLICY CONSISTENCY

The recommendation is consistent with the City's Mission Statement, in part:

> *Government shall make judicious use of the City's limited resources to promote the highest possible quality of life for all of Carpinteria's residents. This includes providing services consistent with community needs as well as protecting the social and physical environment.*

The recommendation is also consistent with the Emergency Operations Plan in the protection of life, property, and environment.

FINANCIAL CONSIDERATIONS

According to Caltrans, the order of magnitude cost estimate for the emergency culvert repair/replacement work is expected to be in the range of $200,000 to $400,000.

The City has filed a claim with CJPIA under its property insurance program. Filing the claim will initiate a process to determine if the improvements are covered. In general, roadway improvements, including drainage culverts such as the one damaged, and other components of the City's storm drain system, are not covered improvements under the City's policy. Should the improvements be covered by the policy, the deductible is $250,000.

Based on the above, it appears the City's minimum liability would be $200,000 and the maximum $400,000. Staff is recommending that the City Council allocate an amount not-to-exceed $400,000 from the Major Asset Replacement Reserve in order to potentially reimburse Caltrans for the subject culvert repair work. The Current balance of the Reserve is $450,000. The Reserve target is $1 million and staff expects to

recommend fully funding the reserve to the target level as a part of the FY2022-23 budget process.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

Staff has been working closely with legal counsel on this matter. Legal counsel will be available at the meeting to answer any questions.

OPTIONS

1. Receive and file the report on the Highway 101 Fire Incident Emergency Repair; appropriate a not-to-exceed budget amount of $400,000, for the City's potential portion of repair costs from the Major Asset Replacement Reserve; and authorize the City Manager, subject to confirmation of liability, to prepare and execute an agreement between the City and Caltrans for reimbursement of the City's portion of repair work costs in an amount determined appropriate and not to exceed $400,000. (Staff recommendation)

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

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

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