

City of Carpinteria
City Council Regular Meeting Agenda
Monday, March 27, 2023
Council Chamber, 5775 Carpinteria Avenue

4:30 p.m. Closed Session - 5:30 p.m. Regular Meeting
In-Person and Virtual Participation Options

*****AMENDED AGENDA*****

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://carpinteriaca.gov/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.
- 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@carpinteriaca.gov, (**PLEASE NOTE NEW PUBLIC COMMENT EMAIL ADDRESS**) or (2) the **eComment** link on the City's agenda website (<https://carpinteriaca.gov/city-hall/agendas-meetings/>). Please reference the agenda item to which your comment pertains. While written comments become part of the record, they will not be read aloud at the meeting.

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

Also, please note that Spanish interpretation will be available at the in-person meeting and through the City's Zoom webinar.

CALL TO ORDER

ROLL CALL

PUBLIC COMMENT ON CLOSED SESSION MATTERS

CLOSED SESSION

1. CLOSED SESSION: CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code section 54956.9(d)(1)
Name of case: DARIO L. PINI, an individual; DARIO L. PINI, Trustee of the DARIO L. PINI TRUST U/D/T DATED MARCH 2, 2015, Plaintiffs, v. THE CITY OF CARPINTERIA, a political subdivision of the State of California, DOES 1-10, Defendants, SBSC Case No. 23CV01129.

TEMPORARY ADJOURNMENT TO CLOSED SESSION

CALL TO ORDER

ROLL CALL

CLOSED SESSION REPORT

PLEDGE OF ALLEGIANCE

COUNCILMEMBER(S) REQUEST FOR REMOTE PARTICIPATION UNDER AB 2449:

The City Council may consider Councilmember(s) request to participate in the meeting remotely under the regulations of AB 2449 by making the necessary findings and voting on whether the Councilmember(s) may participate remotely.

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.

INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS:

2. Proclamation Designating April 2023 as Carpinteria Business Month.
3. Proclamation Designating April 2023 as DMV/Donate Life Month.
4. Proclamation Designating the Week of April 15 – 22, 2023, as “International Dark Sky Week”.

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.

- a. Planning Commission Actions

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA

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.

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.

CONSENT CALENDAR: 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 please do so during the public comment period provided at the beginning of this item.

5. Approve the minutes of the regular meeting held March 13, 2023.
6. Receive and file the Expenditures for the period beginning March 4, 2023 and ending March 17, 2023.
7. Receive and file the Contracts Executed by the City Manager on behalf of the City for the Period of February 21, 2023 through March 20, 2023.
8. Receive and file the Monthly City Treasurer's Report on Compliance with Statement of Safekeeping for the Month of February 2023.
9. Adopt Resolution No. 6214, as read by title only, directing the City Manager to prepare an assessment report for the consideration of continuing Street Lighting District No. 1 for the Fiscal Year 2023-24.
10. Adopt Resolution No. 6215, as read by title only, ordering the preparation of a report describing the financial status of the District and recommending assessments for Fiscal Year 2023-24 for Carpinteria Lighting, Landscaping and Right of Way Improvement District No. 3.
11. Adopt Resolution No. 6216, ordering a report by the Downtown "T" Business Advisory Board for the purpose of continuing assessments for the Carpinteria Parking and Business Improvement Area Assessment District No. 4 for Fiscal Year 2023-24.
12. Adopt Resolution No. 6217, as read by title only, ordering the preparation of a report describing the Winter Protection Berm Program and associated assessment and continue the Winter Protection Berm Assessment District No. 5 for Fiscal Year 2023-24.
13. Authorize the City Manager to execute the Agreement with Rogers Anderson Malody & Scott, LLP for auditing services in an amount not to exceed \$195,020. *(This motion requires a roll call vote.)*

ADMINISTRATIVE MATTERS:

14. Authorize a construction contract for the Project known as the interim trail from Linden Avenue to Holly Avenue (399 Linden Avenue).

Recommendation: Authorize the City Manager to execute the attached Proposal in an amount not to exceed \$33,800.00 for Bob's Backhoe & Trucking to complete the trail from Linden to Holly Avenues.

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

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

15. Authorize the City Manager to execute an Agreement for Services in the amount of \$46,800.00 to demolish an outbuilding located at 6155 Carpinteria Avenue (APN 001-180-040).

Recommendation: Authorize the City Manager to execute an Agreement for Services in an amount not to exceed \$46,800.00 for Bob's Backhoe & Trucking to demolish the outbuilding located at 6155 Carpinteria Avenue.

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

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

PUBLIC HEARING: NONE

CONSIDERATION OF ANY ITEMS REMOVED FROM CONSENT CALENDAR AND/OR OTHER AGENDA ITEMS REQUESTED TO BE ADVANCED

MATTERS CONTINUED FROM PREVIOUS MEETINGS: NONE

OTHER BUSINESS:

16. Legislation position letter opposing Initiative 21-0042A1, a proposed state constitutional amendment to limit the ability of voters and state and local governments to raise revenues for government services.

Recommendation: Direct that a position letter for the Mayor's signature be prepared for submittal to state representatives consistent with the request and sample letter provided by CalCities.

Staff Presenter: Dave Durflinger, City Manager

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

- *17. Receive the recommendation of the City Manager Succession Process Committee to seek consultant proposals for executive search services for the City Manager position and for the Committee to vet proposals received and recommend a firm for Council consideration.

Recommendation: Direct staff to solicit proposals from executive search firms and request that the City Manager Succession Process Committee review and select a firm for Council consideration.

Staff Presenter: Dave Durflinger, City Manager

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

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

COMMITTEE REPORTS, INQUIRIES AND OTHER MATTERS PRESENTED BY COUNCILMEMBERS

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

1. Appointees to Other Government Agencies

- a. Beach Erosion Authority for Clean Oceans and Nourishment (BEACON) (Solórzano/Alt. Clark)
- b. California Joint Powers Insurance Authority (CJPIA) (Clark/Alt. Alarcon)
- c. Santa Barbara County Association of Governments (SBCAG)(Clark/Alt. Nomura)
- d. Santa Barbara County Air Pollution Control District (APCD)(Clark/Alt. Nomura)
- e. Central Coast Community Energy (3CE) (Nomura/Alt. Goleta)
- f. Santa Barbara Mosquito and Vector Management District (Joe Franken)
- g. Santa Barbara Metropolitan Transit District (Solórzano)

2. Regional Committees

- a. Channel Counties Division, League of California Cities (Nomura/Alt. Alarcon)
- b. Santa Barbara Joint Affordable Housing Task Group (Alarcon & Solórzano)
- c. Santa Barbara County Elected Leaders Forum to Address Homelessness (Clark/Alt. Alarcon)
- d. South Coast Youth Safety Partnership (Solórzano/Alt. Lee)
- e. Multijurisdictional Solid Waste Task Group (Lee/Alt. Alarcon)

3. Joint and Standing Committees

- a. City Council/Economic Vitality Committee (Alarcon & Lee)
- b. City Council/Public Safety Committee (Clark & Nomura)
- c. City Council/School Board Committee (Lee and Alarcon)
- d. City Council/Utilities Committee (Lee & Nomura)
- e. City Council/First District Supervisor Committee (Lee & Solórzano)
- f. City Council Finance/Budget Committee (Alarcon & 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) (PC: To Be Selected by Planning Commission) (ARB: Stein & O'Connor)
- i. General Plan and Coastal Plan Update Committee (Joint Committee membership from City Council and Planning Commission) (Lee & Clark) (PC: To Be Selected by Planning Commission)
- j. Public Facility Site Acquisition/Development Committee (Clark & Nomura)
- k. City Council Boards, Commissions and Committees Interview Committee (Clark & Nomura/ Alt. Lee)

4. Ad Hoc Committees

- a. COVID-19 Communications Committee (Nomura & Clark)
- b. Harbor Seal Advisory Committee (Clark & Alarcon)
- c. Senior Services Planning Committee (Lee & Solórzano)
- d. Civic/Youth Engagement Committee (Lee & Nomura)
- e. City Council Housing Element Committee (Clark & Nomura)
- f. City Manager Succession Process Committee (Nomura & Alarcon)

5. Appointed Representatives to Area Boards & Committees

- a. Community Media Access Center (Gary Dobbins)
- b. County Library Advisory Committee (Gail Marshall)

ATTENDANCE OF COUNCILMEMBERS FOR FUTURE MEETINGS

ADJOURNMENT

The next regular City Council meeting will be held April 10, 2023 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, located at 5775 Carpinteria Avenue, Carpinteria, CA 93013 or by going to the City's website at <https://carpinteriaca.gov/city-hall/agendas-meetings/>.

This agenda was posted on Wednesday, March 22, 2023, in the City Clerk's Office, on the City Hall Public Notices Board, and on the Internet.



PROCLAMATION

PROCLAMATION OF THE CARPINTERIA CITY COUNCIL DESIGNATING APRIL 2023 AS CARPINTERIA BUSINESS MONTH

WHEREAS, the City of Carpinteria depends on the success of its local business community to support various municipal services with local tax dollars to enhance the quality of life of the people of Carpinteria; and

WHEREAS, the local business community is a vital part of the growth and success of local schools, area non-profits and volunteer projects featuring hands-on and financial support of many dedicated local business leaders and their employees; and

WHEREAS, the local business community has been responsible for a significant amount of private sector employment opportunities within the community, helping to ensure that our local workforce remains competitive and strong; and

WHEREAS, the City of Carpinteria increased support to local business during the COVID-19 pandemic through the COVID-19 Small Business Relief Grant Program, created the City Hub with information and economic resources for business, and hand delivered Public Health Officer Order information specific to the business community; and

WHEREAS, the Santa Barbara South Coast Chamber of Commerce has represented local business interests to help build a strong local economy and a positive quality of life; and

WHEREAS, Since 1912 a Chamber of Commerce has represented local business interests to help build a strong local economy and a positive quality of life; and

WHEREAS, the Santa Barbara South Coast Chamber of Commerce works alongside the City of Carpinteria to create a bridge between local business goals and those of the City's elected and appointed officials to implement positive economic, public health and safety, and environmentally protective public policies.

NOW, THEREFORE, BE IT RESOLVED, that in recognition of local businesses and the work of the Santa Barbara South Coast Chamber of Commerce, April 2023 is hereby designated as **Carpinteria Business Month** in the City of Carpinteria.

IN WITNESS THEREOF, the Mayor hereunto set their hand and caused the official seal of the City of Carpinteria, California, to be affixed this 27th day of March, 2023.

Al Clark, Mayor

ATTEST:

Brian C. Barrett, CMC, CPMC
City Clerk





**A PROCLAMATION OF
THE CARPINTERIA CITY COUNCIL
DESIGNATING APRIL 2023
AS DMV/DONATE
LIFE MONTH**

WHEREAS, organ, eye, tissue, marrow and blood donation are life-giving acts recognized worldwide as expressions of compassion to those in need; and

WHEREAS, more than 100,000 individuals nationwide and more than 20,000 in California are currently on the national organ transplant waiting list, and on average, 17 people die each day while waiting; and

WHEREAS, the need for donated organs is especially urgent in Hispanic, Latino, and African American communities; and

WHEREAS, a single individual's donation of the heart, lungs, liver, kidneys, pancreas and small intestine can save up to eight lives; and

WHEREAS, donation of tissue can save and heal the lives of more than 75 others; and

WHEREAS, organ donors saved more than 42,000 lives last year, the most ever; and

WHEREAS, any person can register to be an organ, eye and tissue donor regardless of age or medical conditions; and

WHEREAS, being a registered donor does not impact the quality of life-saving medical care a person receives in an emergency; and

WHEREAS, California residents can sign up to be an organ, eye and tissue donor when applying for or renewing their driver's licenses or ID cards at the California Department of Motor Vehicles; and

WHEREAS, California residents can sign up with the Donate Life California Donor Registry online at any time by visiting www.donateLIFECalifornia.org or, for Spanish-speakers, www.donaVIDACalifornia.org and,

WHEREAS, California residents can sign up to be an organ, eye and tissue donor when applying for or renewing their driver's licenses or ID cards at the California Department of Motor Vehicles; and

WHEREAS, California residents interested in saving a life through living kidney donation may visit www.LivingDonationCalifornia.org.

NOW, THEREFORE BE IT RESOLVED that in recognition of National Donate Life Month, April 2023 is hereby designated as "**DMV/Donate Life Month**" in the City of Carpinteria and in doing so we encourage all California to check "YES!" online, or when applying for or renewing their driver's license or I.D. card at the DMV.

IN WITNESS THEREOF, The Mayor hereunto set their hand and caused the official seal of the City of Carpinteria, California, to be affixed this 27th day of March, 2023.

ATTEST:

Brian C. Barrett, CMC, CPMC
City Clerk, City of Carpinteria



Al Clark, Mayor
City of Carpinteria



PROCLAMATION

A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA DESIGNATING THE WEEK OF APRIL 15-22, 2023, AS "INTERNATIONAL DARK SKY WEEK"

WHEREAS, the aesthetic beauty and wonder of a star-filled night sky are the shared heritage of all humankind and the natural beauty of Carpinteria, including star-filled skies is valued by residents and visitors alike; and

WHEREAS, the experience of standing beneath a starry night sky inspires feelings of wonder and awe, and fosters a growing interest in science and nature, especially among young people within the Carpinteria community; and

WHEREAS, light pollution not only impacts the ability to see stars, but has scientifically-established economic and environmental consequences, which result in significant impacts to the ecology and human health of all communities, including Carpinteria; and

WHEREAS, light pollution represents a waste of natural resources amounting to at least \$3.3 billion and the release of 21 million tons of carbon dioxide per year in the United States; and

WHEREAS, Carpinteria's natural places are impacted by light pollution that affects nocturnal animals and overall ecosystem health, especially in the local habitats of the Carpinteria Salt Marsh, Carpinteria Bluffs, local creeks, and nearby foothills; and

WHEREAS, reducing light pollution involves making better use of outdoor lighting to direct light down to where it is needed instead of upward into the sky, and using outdoor lighting only when and where necessary; and

WHEREAS, the International Dark-Sky Association, headquartered in the United States, is the globally-recognized authority on light pollution, and has created International Dark Sky Week to raise awareness of light pollution, and provide free education, resources, and solutions to the public to encourage the protection of and enjoyment of dark skies and responsible outdoor lighting; and

WHEREAS, the City's General Plan/Local Coastal Land Use Plan ensures that lighting of new development is sensitive and minimizes photopollution and lighting for development adjacent to environmentally sensitive habitat areas shall be designed to minimize potential impacts to habitats; and

WHEREAS, the City's General Plan/Local Coastal Land Use Plan encourages the establishment of a "night sky" ordinance that provides standards for the reduction of direct and ambient light in the night sky.

NOW, THEREFORE, the City Council of the City of Carpinteria hereby proclaims the week of April 15-22, 2023 as "INTERNATIONAL DARK SKY WEEK" in the City of Carpinteria, and urges all residents to learn about night sky friendly lighting, implement practices and improvements that will reduce light pollution, and look up and experience the wonder of the star-filled night.

IN WITNESS WHEREOF, the Mayor hereunto set their hand and caused the official seal of the City of Carpinteria, California to be affixed this 27th day of March, 2023.

Al Clark, Mayor
City of Carpinteria

ATTEST:

Brian C. Barrett, CMC, CPMC
City Clerk, City of Carpinteria



MEMORANDUM



Date: March 21, 2023
To: City Council
From: Steve Goggia, Community Development Director
Subject: March 20, 2023 Planning Commission Actions

On Monday March 20th the Planning Commission considered the following hearing request with all five Planning Commissioners in attendance:

- 1) Housing Element Update 2023-2031
Project # 22-2157-GP
Address: Citywide
Applicant: City of Carpinteria
Planner: John Douglas

Hearing to review comments from the California Department of Housing and Community Development (HCD), the City's revised draft 2023-2031 Housing Element addressing comments from HCD and other parties, receive additional public comments, and consider a recommendation to the City Council for adoption of the Housing Element.

The Planning Commission voted 4-0 (Salant abstain) to recommend that the that the City Council find the proposed action is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3); and direct staff to supplement, amend, and revise the draft Housing Element with non-substantial changes in preparation for the City Council meeting to adopt the Housing Element.

**City of Carpinteria
City Council Minutes
Regular Meeting
Monday, March 13, 2023**

In-Person and Virtual

CALL TO ORDER

Mayor Clark called the meeting to order at 4:00 pm.

ROLL CALL

Councilmembers present: Councilmember Roy Lee
 Councilmember Wade T. Nomura
 Councilmember Mónica J. Solórzano
 Vice Mayor Natalia Alarcon
 Mayor Al Clark

Staff members present: Dave Durflinger, City Manager
 Assistant City Manager Michael Ramirez
 Jena Shoaf Acos, on behalf of Brownstein Hyatt Farber
 Schreck, LLP acting as City Attorney of the City
 of Carpinteria
 Brian C. Barrett, City Clerk

PUBLIC COMMENT ON CLOSED SESSION MATTERS

There was no public comment.

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
 Significant exposure to litigation pursuant to 54956.9(d)(2): One potential case.

2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
 Significant exposure to litigation pursuant to Government Code Section
 54956.9(d)(2): one potential case.
 Facts and Circumstance: City Attorney to provide oral statement prior to closed
 session pursuant to Government Code section 54956.9(e)(2)

TEMPORARY ADJOURNMENT TO CLOSED SESSION

Mayor Clark temporarily adjourned the meeting to Closed Session at 4:01 pm.

CALL TO ORDER

Mayor Clark called the meeting to order at 5:35 pm.

ROLL CALL

Councilmembers present: Councilmember Roy Lee
Councilmember Wade T. Nomura
Councilmember Mónica J. Solórzano
Vice Mayor Natalia Alarcon
Mayor Al Clark

Staff members present: Dave Durflinger, City Manager
Jena Shoaf Acos, on behalf of Brownstein Hyatt Farber
Schreck, LLP acting as City Attorney of the City
of Carpinteria
Brian C. Barrett, City Clerk
Olivia Uribe Mutal, Program Manager
John L. Ilasin, Public Works Director
Marysol Smith, Associate Planner
Steve Goggia, Community Development Director
Jody Thomas, City Librarian
Licette Maldonado, Administrative Services Director

CLOSED SESSION REPORT

Legal Counsel Acos announced that there was no reportable action from either of the two Closed Session items.

PLEDGE OF ALLEGIANCE

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

COUNCILMEMBER(S) REQUEST FOR REMOTE PARTICIPATION UNDER AB 2449:

There were no Councilmember requests for remote participation.

AGENDA MODIFICATIONS: NONE

INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS:

3. Adopt Resolution No. 6210 Commending and Thanking Chuck McQuary for His Dedicated Service as the City's Representative on the Santa Barbara Metropolitan Transit District Board of Directors from 2007 to 2023.

Mayor Clark and the City Council presented Mr. McQuary with Resolution No. 6210. Mr. McQuary provided remarks.

Speakers in-person: Jerry Estrada, General Manager of the Santa Barbara Metropolitan Transit District

Motion by Councilmember Nomura, seconded by Councilmember Lee, to adopt Resolution No. 6210 Commending and Thanking Chuck McQuary for His Dedicated Service as the City's Representative on the Santa Barbara Metropolitan Transit District Board of Directors from 2007 to 2023. The roll call vote was as follows:

AYES: Councilmember Lee, Councilmember Nomura, Councilmember Solórzano, Vice Mayor Alarcon, and Mayor Clark

NOES: None

ABSENT: None

ABSTAIN: None

The motion carried unanimously.

4. Proclamation Designating the Month of April 2023 as "Carpinteria Beautiful Month".

Mayor Clark and the City Council presented the proclamation to members of Carpinteria Beautiful.

Bryan Mootz, representing Carpinteria Beautiful provided remarks and presented a \$500 check to the City for street tree plantings.

Motion by Councilmember Lee, seconded by Councilmember Nomura, to approve the Proclamation Designating the Month of April 2023 as "Carpinteria Beautiful Month". The roll call vote was as follows:

AYES: Councilmember Lee, Councilmember Nomura, Councilmember Solórzano, Vice Mayor Alarcon, and Mayor Clark

NOES: None

ABSENT: None

ABSTAIN: None

The motion carried unanimously.

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

Mayor Clark temporarily adjourned the meeting at 5:48 pm.

RECONVENE THE REGULAR MEETING OF THE CITY COUNCIL

Mayor Clark reconvened the meeting at 6:01 pm.

PUBLIC INFORMATION REPORTS AND ANNOUNCEMENTS

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

CITY MANAGER'S REPORT

a. Update on January Storm Cleanup

Program Manager Uribe Mutal provided news on tomorrow's rain storm and Public Works Director Ilasin provided an update on the January Storm Cleanup.

b. Update on FEMA Mapping Process

Public Works Director Ilasin and City Manager Durflinger provided an update on the FEMA Mapping Process.

c. Planning Commission Actions

City Manager Durflinger noted that the Planning Commission meeting did not meet this month.

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA

Speakers in-person: Bob Franco and Rick Olmstead

Speakers via Zoom: Jon Lewis (no comment provided) and Michelle Carlen

Vice Mayor Alarcon responded to Mr. Franco's comment.

City Manager Durflinger responded to Mr. Olmstead's comment.

CONSENT CALENDAR:

There was no public comment.

Motion by Councilmember Lee, seconded by Councilmember Nomura, to approve the Consent Calendar Item Nos. 5 through 8. The roll call vote was as follows:

AYES: Councilmember Lee, Councilmember Nomura, Councilmember Solórzano, Vice Mayor Alarcon, and Mayor Clark

NOES: None

ABSENT: None

ABSTAIN: None

The motion carried unanimously.

5. Approve the minutes of the regular meeting held February 27, 2023.
6. Receive and file the Expenditures for the period beginning February 18, 2023 and ending March 3, 2023.
7. Adopt Resolution No. 6198, authorizing the filing of the Transportation Development Act Claim for Fiscal Year 2023/24.
8. Approve the second reading of Ordinance No. 763, as read by title only, to amend Chapter 12.24 and Chapter 10.62 of the Carpinteria Municipal Code to add regulations pertaining to skateboard and skate use at the Carpinteria Skate Park and to amend regulations pertaining to skateboard and skate use citywide. *(This motion requires a roll call vote.)*

ADMINISTRATIVE MATTERS:

9. Adoption of Resolution No. 6208, extending the emergency proclamation in response to the January 2023 storms and related emergency response.

Recommendation: (1) Adopt Resolution extending the emergency proclamation related to the January 2023 storms and related emergency response, pursuant to Government Code Sections 8558 and 8630, et seq., and Chapter 2.40 of the Carpinteria Municipal Code; and (2) Direct City staff to return at least every 60 days for consideration of further extending the emergency proclamation until such time that the response and recovery conditions dictate otherwise; and (3) Determine the above actions are not a "Project" within the meaning of the California Environmental Quality Act (CEQA), pursuant to Section 15378(b)(5) of the CEQA Guidelines, because the actions consist of organizational or administrative activities of the government that will not result in direct or indirect physical changes in the environment.

Program Manager Uribe Mutal presented the staff report.

Speakers via Zoom: Michelle Carlen

City Manager Durflinger responded to Ms. Carlen's comment.

Motion by Vice Mayor Alarcon, seconded by Councilmember Nomura, to (1) Adopt Resolution No. 6194, determining that an emergency situation continues to exist, as defined in Government Code section 54956.5, due to the impacts from the January 2023 storms and related emergency response, and the threat posed by future storms, and re-ratifying previously issued emergency proclamations; (2) Direct City staff to return to at least every 60 days for re-ratification of the emergency until such time that the response and recovery conditions dictate otherwise; and (3) Determine the above actions are not a "Project" within the meaning of the California Environmental Quality Act (CEQA), pursuant to Section 15378(b)(5) of the CEQA Guidelines, because the actions consist of organizational and administrative activities of the government that will not result in direct or indirect physical changes in the environment.

Program Manager Uribe Mutal noted a correction to the sample motion in that Resolution No. 6194 needed to be replaced with Resolution No. 6208.

Vice Mayor Alarcon modified the motion to (1) Adopt Resolution No. 6208, determining that an emergency situation continues to exist, as defined in Government Code section 54956.5, due to the impacts from the January 2023 storms and related emergency response, and the threat posed by future storms, and re-ratifying previously issued emergency proclamations; (2) Direct City staff to return to at least every 60 days for re-ratification of the emergency until such time that the response and recovery conditions dictate otherwise; and (3) Determine the above actions are not a "Project" within the meaning of the California Environmental Quality Act (CEQA), pursuant to Section 15378(b)(5) of the CEQA Guidelines, because the actions consist of organizational and administrative activities of the government that will not result in direct or indirect physical changes in the environment. Councilmember Nomura seconded the modified motion. The roll call vote on the modified motion was as follows:

AYES: Councilmember Lee, Councilmember Nomura, Councilmember Solórzano, Vice Mayor Alarcon, and Mayor Clark

NOES: None

ABSENT: None

ABSTAIN: None

The motion carried unanimously.

10. Elect to commend a Carpinteria Volunteer of the Year for their service in 2022, and two Carpinteria Community Partners/Businesses of the Year for 2021 and 2022.

Recommendation: (1) Elect to commend a Carpinteria Volunteer of the Year for their service in 2022, and two Carpinteria Community Partners/Businesses of the Year for 2021 and 2022; and (2) Direct City staff to prepare a Resolution for each awardee to be adopted at a future City Council Meeting.

Mayor Clark recused himself from participating in this item due to a potential conflict of interest and left the Council Chambers at 6:53 pm. Vice Mayor Alarcon chaired the meeting during Mayor Clark's absence.

Program Manager Uribe Mutal presented the staff report.

There was no public comment.

Motion by Councilmember Nomura, seconded by Councilmember Lee, to (1) elect to commend Kathy and Andy Shaffer as Carpinteria Volunteer of the Year for their service in 2022 and (2) direct City staff to prepare a Resolution for each awardee to be adopted at a future City Council meeting. The roll call vote was as follows:

AYES: Councilmember Lee, Councilmember Nomura, Councilmember Solórzano, and Vice Mayor Alarcon
NOES: None
ABSENT: Mayor Clark (recused)
ABSTAIN: None

The motion carried.

Motion by Councilmember Nomura, seconded by Councilmember Lee, to (1) elect to commend Two Trumpets Communications as Carpinteria Community Partner/Business of the Year for 2021 and The Carpinteria Skate Foundation as Carpinteria Community Partners/Business of the Year for 2022 and (2) direct City staff to prepare a Resolution for each awardee to be adopted at a future City Council meeting. The roll call vote was as follows:

AYES: Councilmember Lee, Councilmember Nomura, Councilmember Solórzano, and Vice Mayor Alarcon
NOES: None
ABSENT: Mayor Clark (recused)
ABSTAIN: None

The motion carried.

Mayor Clark returned to the dais at 7:02 pm.

11. The City's 2022 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 2022 Housing Element Annual Progress Report and direct that it be submitted to the State Housing and Community Development Department.

Associate Planner Smith and Community Development Director Goggia presented the staff report and PowerPoint presentation.

Speakers in-person: Russell Ruiz

Motion by Councilmember Nomura, seconded by Councilmember Lee, to accept the 2022 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. The roll call vote was as follows:

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

The motion carried unanimously.

12. Community Development Block Grant (CDBG) Committee recommendations concerning the 2023-2024 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 the Peoples' Self-Help Housing's Carpinteria Camino Scholars program and the United Boys & Girls Club of Santa Barbara County's Carpinteria Club – Power Hour. *(This motion requires a roll call vote.)*

Associate Planner Smith and Community Development Director Goggia presented the staff report and PowerPoint presentation.

There was no public comment.

Motion by Vice Mayor Alarcon, seconded by Councilmember Nomura, to allocate the 2023-2024 CDBG Public Services Grant Funding equally between the Peoples' Self-Help Housing and United Boys & Girls Club programs, as recommended by the CDBG Committee. The roll call vote was as follows:

AYES: Councilmember Lee, Councilmember Nomura, Councilmember Solórzano, Vice Mayor Alarcon, and Mayor Clark
NOES: None

ABSENT: None

ABSTAIN: None

The motion carried unanimously.

PUBLIC HEARING: NONE

**CONSIDERATION OF ANY ITEMS REMOVED FROM CONSENT CALENDAR
AND/OR OTHER AGENDA ITEMS REQUESTED TO BE ADVANCED: NONE**

MATTERS CONTINUED FROM PREVIOUS MEETINGS: NONE

OTHER BUSINESS:

13. Consideration of Making Appointments to the Planning Commission, Architectural Review Board, Mobile Home Park Rent Stabilization Board, Carpinteria Open Space Management Advisory Board, Tree Advisory Board, Downtown "T" Business Advisory Board, Integrated Pest Management Committee, Environmental Review Committee, Community Development Block Grant Committee, and Appoint Representatives to the Community Media Access Center and County Library Advisory Committee.

Recommendation: Adopt Resolution Nos. 6199 through 6207, approving appointments to all City Boards, Commissions and Committees and appoint a representative to the Community Media Access Center and a representative to the County Library Advisory Committee, as discussed.

City Clerk Barrett presented the staff report and PowerPoint presentation.

Planning Commission Appointments:

Speakers in-person: David Allen, Jane Benefield, Russell Ruiz, Kim Seefeld, Patrick O'Connor, and Katherine Salant

Emails distributed: Russell Ruiz

Mayor Clark made a motion to appoint David Allen, Glenn LaFevers, Jane Benefield, Russell Ruiz, and Katherine Salant to the Planning Commission. The motion failed due to a lack of a second.

Motion by Councilmember Lee, seconded by Councilmember Nomura, to appoint David Allen, Glenn LaFevers, Jane Benefield, John W. Moyer, and Katherine Salant to the Planning Commission. The roll call vote was as follows:

AYES: Councilmember Lee, Councilmember Nomura, Councilmember Solórzano,

Vice Mayor Alarcon, and Mayor Clark
NOES: None
ABSENT: None
ABSTAIN: None

The motion carried unanimously.

Architectural Review Board Appointments:

There was no public comment.

Motion by Councilmember Nomura, seconded by Vice Mayor Alarcon, to appoint Richard E. Johnson, Patrick O'Connor, Amy Blakemore, and Brad Stein to the Architectural Review Board and advertise the vacancy on the Board. The roll call vote was as follows:

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

The motion carried unanimously.

Mobile Home Park Rent Stabilization Board Appointments:

There was no public comment.

Motion by Councilmember Nomura, seconded by Vice Mayor Alarcon, to appoint John J. Nicoli and Bob Franco to the Mobile Home Park Rent Stabilization Board and advertise the vacancies on the Board. The roll call vote was as follows:

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

The motion carried unanimously.

Carpinteria Open Space Management Advisory Board Appointments:

There was no public comment.

Motion by Councilmember Nomura, seconded by Vice Mayor Alarcon, to appoint Andrea Adams-Morden, Arturo Tello, David Allen, Ted Rhodes, James McElvain, Patrick Crooks,

and Jonathan Lewis to the Carpinteria Open Space Management Advisory Board. The roll call vote was as follows:

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

The motion carried unanimously.

Tree Advisory Board Appointments:

There was no public comment.

Motion by Councilmember Nomura, seconded by Vice Mayor Alarcon, to appoint Carol Terry, Diane Ledbetter, Susan Mailheau, Dale Olivas, and Patrick Crooks to the Tree Advisory Board. The roll call vote was as follows:

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

The motion carried unanimously.

Downtown "T" Business Advisory Board Appointments:

Speakers via Zoom: Michelle Carlen

Motion by Councilmember Nomura, seconded by Vice Mayor Alarcon to appoint Mary Beth Radley, Richard Mancilla, Jason M. Lesh, and Kristina Calkins as assessment paying members; appoint Lorraine McIntire, Tina Frontado, and Michelle Carlen as at-large members, and Warner Ebbink as an alternate assessment paying member. The roll call vote was as follows:

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

The motion carried unanimously.

Integrated Pest Management Committee Appointments:

There was no public comment.

Motion by Councilmember Nomura, seconded by Vice Mayor Alarcon, to appoint William Carleton, Russell Ruiz, and Patrick Crooks to the Integrated Pest Management Committee and advertise the vacancies on the Committee. The roll call vote was as follows:

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

The motion carried unanimously.

Environmental Review Committee Appointments:

There was no public comment.

Motion by Councilmember Nomura, seconded by Vice Mayor Alarcon, to appoint Natasha Lohmus to the Environmental Review Committee. The roll call vote was as follows:

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

The motion carried unanimously.

Community Development Block Grant Committee Appointments:

There was no public comment.

Motion by Councilmember Nomura, seconded by Vice Mayor Alarcon, to appoint Phylene Wiggins and Clyde Freeman as at-large public members and Glenn LaFevers as the Planning Commission representative. The roll call vote was as follows:

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

The motion carried unanimously.

Library Advisory Commission Appointments:

There was no public comment.

The Council took no action on the appointments to the Library Advisory Commission as the Library Board of Trustees previously extended the Library Advisory Commissioners' terms through January 31, 2025 by minute order at their meeting on March 13, 2023.

Appointed Representatives to Area Boards & Committees:

There was no public comment.

Motion by Councilmember Nomura, seconded by Vice Mayor Alarcon, to appoint Gary Dobbins as the City Representative to the Media Access Center and Gail Marshall as the City Representative to the County Library Advisory Committee. The roll call vote was as follows:

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

The motion carried unanimously.

Councilmember Nomura requested the Council receive written update reports on actions from the City's various Boards, Commissions and Committees. City Manager Durflinger stated as an interim measure, staff could forward minutes and/or summary notes from each of the City's Boards, Commissions and Committees to update the Council. The Council was in favor of this. Mayor Clark requested a future agenda item be brought back to the Council to debrief on the appointment process of the City's Boards, Commissions and Committees and potentially put in place a written process. The Council was in favor of this.

Motion by Councilmember Nomura, seconded by Vice Mayor Alarcon, to adopt Resolution Nos. 6199 through 6207, as read by title only, approving appointments to all City Boards, Commissions and Committees and appoint a representative to the Community Media Access Center and a representative to the County Library Advisory Committee, as discussed. The roll call vote was as follows:

AYES: Councilmember Lee, Councilmember Nomura, Councilmember Solórzano,
Vice Mayor Alarcon, and Mayor Clark

NOES: None

ABSENT: None

ABSTAIN: None

The motion carried unanimously.

14. Agreement for Operation of a Countywide Library System between the County of Santa Barbara and the City of Carpinteria.

Recommendation: Approve and authorize the City Manager to execute the Agreement for Operation of a Countywide Library System (Library Agreement) between the County of Santa Barbara and the City of Carpinteria.

City Librarian Thomas presented the staff report.

There was no public comment.

Motion by Councilmember Solórzano, seconded by Councilmember Nomura, to approve and authorize the City Manager to execute the Library Agreement between the County of Santa Barbara and the City of Carpinteria. The roll call vote was as follows:

AYES: Councilmember Lee, Councilmember Nomura, Councilmember Solórzano, Vice Mayor Alarcon, and Mayor Clark

NOES: None

ABSENT: None

ABSTAIN: None

The motion carried unanimously.

Mayor Clark recessed to a break at 8:24 pm and reconvened the meeting at 8:30 pm.

15. Review of the Mid-Year Budget Report and making related adjustments to appropriations.

Recommendation: Accept the Mid-Year Budget Report and approve adjustments to the budget as summarized in Attachment A.

City Manager Durflinger and Administrative Services Director Maldonado presented the staff report and PowerPoint presentation.

There was no public comment.

Motion by Councilmember Nomura, seconded by Councilmember Lee, to accept the Mid-year Budget Report and approving amendments to the adopted budget as provided for in Attachment A. The roll call vote was as follows:

AYES: Councilmember Lee, Councilmember Nomura, Councilmember Solórzano, Vice Mayor Alarcon, and Mayor Clark

NOES: None

ABSENT: None

ABSTAIN: None

The motion carried unanimously.

16. Amendment to the City Manager Employment Agreement, including adjusting the annual base wage from \$186,861.10 to \$206,014.36.

Recommendation: Approve the attached Eighth Amendment to the Employment Agreement for the City Manager.

Legal Counsel Acos presented the staff report.

There was no public comment.

Motion by Councilmember Nomura, seconded by Councilmember Solórzano, to accept staff's oral report summarizing the eight amendment to the July 22, 2013, City Manager Employment Agreement and approve said 8th amendment, including adjusting the annual base wage from \$186,861.10 to \$206,014.36. The roll call vote was as follows:

AYES: Councilmember Lee, Councilmember Nomura, Councilmember Solórzano, Vice Mayor Alarcon, and Mayor Clark

NOES: None

ABSENT: None

ABSTAIN: None

The motion carried unanimously.

17. City Manager succession process and formation of an Ad hoc Committee.

Recommendation: Form an Ad hoc City Manager Succession Process Committee for the purpose of working with the City Manager and consultants to draft process recommendations for Council's consideration.

City Manager Durflinger presented the staff report.

Speakers in-person: Patrick O'Connor

Emails distributed: Russell Ruiz

Motion by Councilmember Lee, seconded by Councilmember Nomura, to form an Ad hoc City Manager Succession Process Committee for the purpose of drafting recommendations for Council consideration on the process and related details for determining a successor to the current City Manager; the Committee to provide its recommendations and conclude its work no later than the regular City Council meeting of April 10, 2023, and to include Councilmembers Wade T. Nomura and Natalia Alarcon.

Vice Mayor Alarcon withdrew her nomination so Mayor Clark could be on the Committee.

Councilmember Lee modified the motion to form an Ad hoc City Manager Succession Process Committee for the purpose of drafting recommendations for Council consideration on the process and related details for determining a successor to the current City Manager; the Committee to provide its recommendations and conclude its work no later than the regular City Council meeting of April 10, 2023, and to include Councilmembers Wade T. Nomura and Al Clark. Councilmember Nomura seconded the modified motion.

Mayor Clark withdrew his nomination for the Committee.

Councilmember Lee further modified the motion back to the original motion to form an Ad hoc City Manager Succession Process Committee for the purpose of drafting recommendations for Council consideration on the process and related details for determining a successor to the current City Manager; the Committee to provide its recommendations and conclude its work no later than the regular City Council meeting of April 10, 2023, and to include Councilmembers Wade T. Nomura and Natalia Alarcon. Councilmember Nomura seconded the further modified motion. The roll call vote on the further modified motion was as follows:

AYES: Councilmember Lee, Councilmember Nomura, Councilmember Solórzano, Vice Mayor Alarcon, and Mayor Clark

NOES: None

ABSENT: None

ABSTAIN: None

The motion carried unanimously.

LEGISLATIVE UPDATE:

City Manager Durlinger reported on a State ballot measure that qualified for the November 2024 ballot and would restrict voters' input and local taxing authority. The Council agreed for staff to bring back this item at a future Council meeting.

COMMITTEE REPORTS, INQUIRIES AND OTHER MATTERS PRESENTED BY COUNCILMEMBERS

Councilmember Solórzano reported on her attendance at the Santa Barbara Metropolitan Transit District, noted she would be attending the BEACON meeting on March 17th, and announced that the senior services programs that were scheduled to begin on March 14th were delayed a week by the rain. She stated that the City Council/First District Supervisor Committee would be held on April 3rd.

Vice Mayor Alarcon requested a future agenda item on exploring the increase to the City Council stipend. Mayor Clark requested this item first be brought up at the Finance Committee. Councilmember Nomura suggested including an increase to the stipend for the Planning Commission and Architectural Review Board as well. The Council agreed to direct staff to agendize the exploration of an increase to the stipend for the City Council, Planning Commission, and Architectural Review Board at the next Finance Committee meeting.

ATTENDANCE OF COUNCILMEMBERS FOR FUTURE MEETINGS

All Councilmembers are expected to be in attendance at the next regular meeting on March 27th.

ADJOURNMENT

Mayor Clark adjourned the meeting at 9:01 pm.

Al Clark, Mayor

ATTEST:

Brian C. Barrett, CMC, CPMC
City Clerk



City of Carpinteria

COUNCIL AGENDA STAFF REPORT March 13, 2023

ITEM FOR COUNCIL CONSIDERATION

Expenditures for the period beginning March 04, 2023 and ending March 17, 2023.

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 March 04, 2023 and ending March 17, 2023.

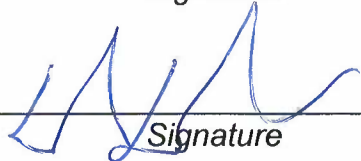
Staff contact: Brenda Robinson, Accounting Specialist
(805) 755-4442, BrendaR@carpinteriaca.gov


Signature

Staff contact: Licette Maldonado, Admin Services Dir.
(805) 755-4448, LicetteM@carpinteriaca.gov


Signature

Reviewed by: Dave Durflinger, City Manager
(805) 755-4400, DaveD@carpinteriaca.gov


Signature



Warrant Register
Carpinteria, CA
Date Range: 03/04/2023 - 03/17/2023

Vendor Number Payable # Bank Code: AP Bank-AP Bank	Vendor Name Payable Type	Post Date	Payment Date Payable Description	Payment Type	Payment Amount	Number
	HENRY MENENDEZ		03/16/2023	EFT	-295	725
	HENRY MENENDEZ		03/16/2023	EFT	295	725
INV0004574	Invoice	03/16/2023	REIMBURSE TRAVEL FOR CACEO FY22/23 ANNUAL CONFEREN			
INV0004552	MISSIONSQUARE Invoice	03/09/2023	03/09/2023 Deferred Compensation Contribution-Part Time Emp	Regular	59.1	101617
INV0004546	MISSIONSQUARE Invoice	03/09/2023	03/09/2023 Deferred Compensation Contribution-Part Time Emp	Regular	5367.52	101618
INV0004547	Invoice	03/09/2023	MissionSquareEmployee Contributions			
INV0004548	Invoice	03/09/2023	MISSIONSQUARE Employee Contributions			
INV0004549	SEIU LOCAL 620 Invoice	03/09/2023	03/09/2023 Employee Union Dues Contribution	Regular	216.87	101619
INV0004550	UNITED WAY OF SANTA BARBARA COUNTY Invoice	03/09/2023	03/09/2023 Employee United Way Contribution	Regular	24	101620
INV0004535	ARVAND SABETIAN Invoice	03/09/2023	03/09/2023 ENGINEERING PERMIT PROJECT CLOSE OUT	Regular	116.05	101621
9013	CARPINTERIA ARTS CENTER Invoice	03/09/2023	03/09/2023 2023 FOUNDATION GRANT "ART BY THE SEA" SUMMER CAMP	Regular	5000	101622
INV0004539	CINDY'S ENCROACHMENT PERMIT SERVICE Invoice	03/09/2023	03/09/2023 ENGINEERING PERMIT PROJECT CLOSE OUT	Regular	195	101623
INV0004541	COASTAL COMMUNICATIONS Invoice	03/09/2023	03/09/2023 ENGINEERING PERMIT PROJECT CLOSE OUT	Regular	1770.16	101624
INV0004542	Invoice	03/09/2023	ENGINEERING PERMIT PROJECT CLOSE OUT			
INV0004543	Invoice	03/09/2023	ENGINEERING PERMIT PROJECT CLOSE OUT			
INV0004537	DEBORAH DENTLER Invoice	03/09/2023	03/09/2023 ENGINEERING PERMIT PROJECT CLOSE OUT	Regular	276.06	101625
15028	GFOA Invoice	03/09/2023	03/09/2023 2022 ACFR REVIEW	Regular	460	101626
INV0004545	HOSPICE OF SANTA BARBARA-COMPASSIONATE CARE OF Invoice	03/09/2023	03/09/2023 COMPASSIONATE CARE OF CARPINTERIA GRANT FY22/23	Regular	12500	101627
INV0004538	HOTLINE CONSTRUCTION INC Invoice	03/09/2023	03/09/2023 ENGINEERING PERMIT PROJECT CLOSE OUT	Regular	131.13	101628
N9818883	QUADIENT LEASING USA INC. Invoice	03/09/2023	03/09/2023 MAR23-JUN23 LEASE PAYMENT FOR C.H. POSTAGE MACHINE	Regular	622.44	101629
INV0004544	SANTA BARBARA SWIM CLUB Invoice	03/09/2023	03/09/2023 MAR23 SWIM MEET ENTRY FEES 3/12/23	Regular	1130	101630
INV0004536	SOUTHERN CALIFORNIA GAS COMPANY Invoice	03/09/2023	03/09/2023 ENGINEERING PERMIT PROJECT CLOSE OUT	Regular	6454.19	101631
INV0004540	VANTAGE UTILITY SERVICES Invoice	03/09/2023	03/09/2023 ENGINEERING PERMIT PROJECT CLOSE OUT	Regular	3686.13	101632
87299759	WEX BANK (CHEVRON) Invoice	03/09/2023	03/09/2023 FEB23 FUEL FOR CITY VEHICLES	Regular	889.46	101633
0052758	ACCESS CONTROL SECURITY INC. Invoice	03/16/2023	03/16/2023 SECURITY AT VETS HALL EVENT 2/18/23	Regular	276.38	101634
INV0004556	BRYAN POLLARD ARCHITECT Invoice	03/16/2023	03/16/2023 ENGINEERING PERMIT PROJECT CLOSE OUT	Regular	1591.04	101635
INV0004558	CIVIL DESIGN STUDIO INC Invoice	03/16/2023	03/16/2023 ENGINEERING PERMIT PROJECT CLOSE OUT	Regular	5468.89	101636
MAR23 0905	EXTRA SPACE STORAGE Invoice	03/16/2023	03/16/2023 UNIT 0905 RENT 3/23-4/23/23	Regular	450	101637
MAR23 0503 M. ROBERTS	FIRST NATIONAL BANK OF OMAHA Invoice	03/16/2023	03/16/2023 CREDIT CARD PAYMENT-M. ROBERTS	Regular	12676.42	101638
MAR23 0983	Invoice	03/16/2023	CREDIT CARD PAYMENT-OUM			
MAR23 1949	Invoice	03/16/2023	CREDIT CARD PAYMENT-SG			
MAR23 3498	Invoice	03/16/2023	CREDIT CARD PAYMENT-JT			
MAR23 3696	Invoice	03/16/2023	CREDIT CARD PAYMENT-LM			
MAR23 4545	Invoice	03/16/2023	CREDIT CARD PAYMENT-BB			
MAR23 6160	Invoice	03/16/2023	CREDIT CARD PAYMENT-JI			
MAR23 9341	Invoice	03/16/2023	CREDIT CARD PAYMENT-M RAMIREZ			
INV0004563	GUICHO'S Invoice	03/16/2023	03/16/2023 ENGINEERING PERMIT PROJECT CLOSE OUT	Regular	534.76	101639

INV0004562	HABITAT FOR HUMANITY Invoice	03/16/2023	03/16/2023 ENGINEERING PERMIT PROJECT CLOSE OUT	Regular	5384.48	101640
41112	HAGE FINANCIAL SERVICES INC Invoice	03/16/2023	03/16/2023 POOL LIFT FOR COMMUNITY POOL	Regular	7335.11	101641
INV0004560	JUAN PEREZ Invoice	03/16/2023	03/16/2023 ENGINEERING PERMIT PROJECT CLOSE OUT	Regular	320.06	101642
INV0004555	MATT SHAW CONCRETE INC Invoice	03/16/2023	03/16/2023 ENGINEERING PERMIT PROJECT CLOSE OUT	Regular	1851.13	101643
INV0004566	MIRNA CAMPUZANO Invoice	03/16/2023	03/16/2023 VETS HALL DEPOSIT REFUND EVENT DATE 2/18/23	Regular	287.62	101644
1716	SANTA BARBARA COUNTY SHERIFFS DEPT Invoice	03/16/2023	03/16/2023 MAR23 CONTRACTED LAW ENFORCEMENT SERVICES	Regular	421415	101645
INV0004557	SMITH AND SONS CONCRETE INC Invoice	03/16/2023	03/16/2023 ENGINEERING PERMIT PROJECT CLOSE OUT	Regular	1851.13	101646
INV0004554	SOPHIE CALVIN Invoice	03/16/2023	03/16/2023 ENGINEERING PERMIT PROJECT CLOSE OUT	Regular	628.63	101647
INV0004561	SOUTHERN CALIFORNIA GAS COMPANY Invoice	03/16/2023	03/16/2023 ENGINEERING PERMIT PROJECT CLOSE OUT	Regular	1172.25	101648
INV0004559	STATESIDE SERVICES INC Invoice	03/16/2023	03/16/2023 ENGINEERING PERMIT PROJECT CLOSE OUT	Regular	195	101649
INV0004565	UPPO'S GARDEN LLC Invoice	03/16/2023	03/16/2023 GROUND LEASE REFUND OF SECURITY DEPOSIT	Regular	1400	101650
INV0004572	WENDY ROBINS Invoice	03/16/2023	03/16/2023 SUPPLIES FOR GARDEN CLASSES	Regular	66.07	101651
87670225	WEX BANK (76) Invoice	03/16/2023	03/16/2023 FEB23 FUEL FOR CITY VEHICLES	Regular	732.85	101652
INV0004574	HENRY MENENDEZ Invoice	03/16/2023	03/16/2023 REIMBURSE TRAVEL FOR CACEO FY22/23 ANNUAL CONFEREN	Regular	295	101653
23252	AG ENT INC Invoice	03/09/2023	03/09/2023 BACKFLOW TESTING AT PUBLIC RESTROOMS	Virtual Payment	75	APA001420
01/27/23	ALICE WISSING Invoice	03/09/2023	03/09/2023 MINUTES FOR PLANNING COMMISSION MEETING 1/3/23	Virtual Payment	240	APA001421
16F1-GRJT-67P9 194W-VWTG-9QQM 1991-QMML-7MR6 1CJP-7CXM-NM61 1L1X-JQVX-GKGD 1NGK-PTFN-441X 1TPY-T3NW-4R6W 1W6F-74M9-7FPP	AMAZON CAPITAL SERVICES INC Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice	03/09/2023 03/09/2023 03/09/2023 03/09/2023 03/09/2023 03/09/2023 03/09/2023 03/09/2023	03/09/2023 ZIP BOOKS-L. FRIEDMAN 10 LOGITECH HEADSETS FOR CITY HALL STAFF ZIPBOOKS-R. RODD ZIPBOOKS-G. FUNKHOUSER ZIPBOOKS-L. ROGERS ZIPBOOKS-K. PERRINO ZIP BOOKS-M. BALIFF ZIPBOOKS-D. MAULHARDT	Virtual Payment	396.47	APA001422
327556 327880 327882	ANIMAL MEDICAL CLINIC Invoice Invoice Invoice	03/09/2023 03/09/2023 03/09/2023	03/09/2023 FEB23 EMERGENCY OUT OF CONTRACT VET SERVICES FEB23 CONTRACTED VET SERVICES FEB23 DOG LICENSING ISSUANCE	Virtual Payment	1575	APA001423
697553	A-OK POWER EQUIPMENT Invoice	03/09/2023	03/09/2023 2 ELECTRIC BLOWERS, 1 ELECTRIC TRIMMER & LINE	Virtual Payment	1432.19	APA001424
83353 83391 83392 83465	CANNON Invoice Invoice Invoice Invoice	03/09/2023 03/09/2023 03/09/2023 03/09/2023	03/09/2023 JAN23 PLAN CHECKS 6380 VIA REAL JAN23 ENGINEERING TECH STAFF AUGMENTATION JAN23 CARPINTERIA LIBRARY IMPROVEMENTS JAN23 DESIGN SVCS FOR 2022 PAVEMENT REHABILITATIO	Virtual Payment	34577.5	APA001425
501403 501406	CARPINTERIA VALLEY LUMBER CO Invoice Invoice	03/09/2023 03/09/2023	03/09/2023 OGAN ROAD SIGN REPAIR MATERIALS GRAFFITI REMOVER FOR SIGNS & METAL CABINETS	Virtual Payment	69.21	APA001426
762294	COAST AUTO PARTS INC Invoice	03/09/2023	03/09/2023 SCISSOR JACK/CAP FILTER SHOP TOOLS	Virtual Payment	79.12	APA001427
59545	COASTAL VIEW NEWS Invoice	03/09/2023	03/09/2023 PUBLIC WORKSHOPS ADVERTISING 2/16/23	Virtual Payment	644	APA001428
23-1525	FLOWERS & ASSOCIATES INC Invoice	03/09/2023	03/09/2023 JAN23 CARP/PALM AVE INTERSECTION IMPROVEMENT	Virtual Payment	3781	APA001429
9618518857	GRAINGER Invoice	03/09/2023	03/09/2023 LED BULBS FOR CARP/ELM FOR DOWNTOWN T	Virtual Payment	1373.65	APA001430
162316	GRANICUS Invoice	03/09/2023	03/09/2023 4/1/23-3/31/24 GOVT TRANSPARENCY HARDWARE RENEWAL	Virtual Payment	11603.45	APA001431
100792176	KIMBALL MIDWEST Invoice	03/09/2023	03/09/2023 CUTTING WHEEL SUPPLIES	Virtual Payment	210.35	APA001432
	MISSION UNIFORM SERVICE		03/09/2023	Virtual Payment	29.11	APA001433

518818759	Invoice	03/09/2023	MAT REPLACEMENT AT LIBRARY 2/27/23		
INV-32951	NEOED Invoice	03/09/2023	03/09/2023 Virtual Payment 5/25/23-5/24/24 RECRUITMENT SOFTWARE SUBSCRIPTION	5047.87	APA001434
580369	ORIGINAL WATERMEN Invoice	03/09/2023	03/09/2023 Virtual Payment COMPETITION BEANIES	1224.32	APA001435
402918	POLICORE INC. Invoice	03/09/2023	03/09/2023 Virtual Payment IT SERVICES FOR LIBRARY FEBRUARY 2023	1140	APA001436
41629	ROCKWELL PRINTING Invoice	03/09/2023	03/09/2023 Virtual Payment BOOK ENLARGEMENT FOR LIBRARY 2/27/23	113.99	APA001437
1517	ROY HARTHORN Invoice	03/09/2023	03/09/2023 Virtual Payment JAN23 PLAN CHECK SERVICES	8466.87	APA001438
1518	Invoice	03/09/2023	FEB23 PLAN CHECK SERVICES		
2277-01-1222	RRM DESIGN GROUP Invoice	03/09/2023	03/09/2023 Virtual Payment DEC22 DOWNTOWN DESIGN OVERLAY PROGRAM SERVICES	9468.75	APA001439
2277-02-0123	Invoice	03/09/2023	JAN23 DOWNTOWN DESIGN OVERLAY PROGRAM SERVICES		
126935516-001	SITEONE LANDSCAPE SUPPLY (ALL AROUND) Invoice	03/09/2023	03/09/2023 Virtual Payment PVC MATERIALS FOR DOWNTOWN FLAGS	76.45	APA001440
199	SOLID WASTE SOLUTIONS INC Invoice	03/09/2023	03/09/2023 Virtual Payment FEB23 SB1383, GREEN WASTE, CALRECYCLE SERVICES	604	APA001441
3530640644	STAPLES ADVANTAGE Invoice	03/09/2023	03/09/2023 Virtual Payment COPY PAPER AND OFFICE SUPPLIES 2/15/23	397.92	APA001442
70873VS	SWEEPING CORP OF AMERICA Invoice	03/09/2023	03/09/2023 Virtual Payment FEB23 STREET SWEEPING SERVICE	18239.07	APA001443
1168	TKM ENGINEERING Invoice	03/09/2023	03/09/2023 Virtual Payment FEB23 TRAFFIC SIGNAL MAINTENANCE 2/7, 2/10, 2/15	4030	APA001444
1169	Invoice	03/09/2023	FEB23 TRAFFIC ENGINEERING STAFF AUGMENTATION		
1170	Invoice	03/09/2023	FEB23 TRAFFIC SIGNAL TIMING SERVICES 2/22/23		
220230150	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA Invoice	03/09/2023	03/09/2023 Virtual Payment MAR23 NEW TICKET CHARGES & DATABASE MAINTENANCE	211.09	APA001445
22-2302917	Invoice	03/09/2023	MAR23 CA STATE FEE FOR REGULATORY COSTS		
2023-0217	ZWORLD GIS Invoice	03/09/2023	03/09/2023 Virtual Payment FEB23 MAPPING/GIS SERVICES	2977	APA001446
29440	ALL LANGUAGES INTERPRETING & TRANSLATING INC. Invoice	03/16/2023	03/16/2023 Virtual Payment 2 SPANISH INTERPRETERS FOR CC MTGS JAN-FEB 2023	4307.5	APA001447
619873	BIG GREEN CLEANING COMPANY Invoice	03/16/2023	03/16/2023 Virtual Payment MAR23 CONTRACTED SERVICE AT POOL	4944	APA001448
619874	Invoice	03/16/2023	MAR23 CONTRACTED CLEANING SERVICE AT LIBRARY		
619911	Invoice	03/16/2023	MAR23 CONTRACTED CLEANING SERVICE-5103 CARP AVE		
619912	Invoice	03/16/2023	MAR23 CONTRACTED CLEANING SERVICE-CITY & VETS HALL		
23-360	BLACK GOLD COOPERATIVE LIBRARY SYSTEM Invoice	03/16/2023	03/16/2023 Virtual Payment FY22/23 HOTSPOTS & HOOPLA REIMBURSABLE BILLING	2764.6	APA001449
502170	CARPINTERIA VALLEY LUMBER CO Invoice	03/16/2023	03/16/2023 Virtual Payment LIGHT BULBS FOR POOL 3/2/23	11.3	APA001450
502248	Invoice	03/16/2023	RAZOR SCRAPER FOR SHOP		
CARP CITY FEB23 SERVICE	CARPINTERIA VALLEY WATER DISTRICT Invoice	03/16/2023	03/16/2023 Virtual Payment FEB23-WATER FOR MULTIPLE LOCATIONS	14055.32	APA001451
FEB23 TEMP 22045940	Invoice	03/16/2023	FEB23 WATER SERVICE AT TEMPORARY METER		
1622	COAST GLASS CO. Invoice	03/16/2023	03/16/2023 Virtual Payment VETERANS HALL FLOORING	7754.66	APA001452
59571	COASTAL VIEW NEWS Invoice	03/16/2023	03/16/2023 Virtual Payment SUMMARY OF PROPOSED ORD 763 AD 3/2/23	94	APA001453
MAR23 001 3011 0220939	COX BUSINESS Invoice	03/16/2023	03/16/2023 Virtual Payment MAR23-CITY HALL TV & INTERNET SERVICE	782.53	APA001454
MAR23 001 3011 0280307	Invoice	03/16/2023	MAR23 POOL & GARDEN INTERNET - PHONE SERVICE		
33500043	ENGEL AND GRAY INC Invoice	03/16/2023	03/16/2023 Virtual Payment MAR23 TOP SOIL FOR ATHLETIC FIELD-EL CARRO PARK	7839.84	APA001455
3430	EVERYWHERE RIGHT NOW Invoice	03/16/2023	03/16/2023 Virtual Payment FEB23 WEBSITE PROGRAMMING CITY HALL & LIBRARY	560	APA001456
MAR23 209-188-2500-061	FRONTIER COMMUNICATIONS Invoice	03/16/2023	03/16/2023 Virtual Payment MAR23 PHONE & INTERNET - LG TOWER	160.98	APA001457
SIN025629	HDL SOFTWARE LLC Invoice	03/16/2023	03/16/2023 Virtual Payment JAN23 STR, TOT, & BUSINESS LICENSE PROCESSING	6590.19	APA001458
1113105 - 2023	ICMA MEMBERSHIP RENEWALS Invoice	03/16/2023	03/16/2023 Virtual Payment 2023 MEMBERSHIP - O. URIBE-MUTAL	200	APA001459
03/01/2023	JHD PLANNING LLC Invoice	03/16/2023	03/16/2023 Virtual Payment 2023-2031 HOUSING ELEMENT SERVICES JAN23-FEB23	15450	APA001460
59072	JNL GLASS INC Invoice	03/16/2023	03/16/2023 Virtual Payment NEW WINDOWS FOR PW SHOP	8568	APA001461

3853	MCCORMIX CORP Invoice	03/16/2023	03/16/2023 FEB23 FUEL FOR CITY VEHICLES	Virtual Payment	115.4	APA001462
518862861	MISSION UNIFORM SERVICE Invoice	03/16/2023	03/16/2023 TOWEL & MAT REPLACEMENT-CITY HALL 3/6/23	Virtual Payment	50.81	APA001463
600-2023-02	MRS ENVIRONMENTAL INC Invoice	03/16/2023	03/16/2023 FEB23 OIL & GAS ON CALL ENVIRONMENTAL SERVICES	Virtual Payment	31430	APA001464
402930	POLICORE INC. Invoice	03/16/2023	03/16/2023 IT SERVICES FOR CITY HALL FEBRUARY 2023	Virtual Payment	2160	APA001465
80233	POOL TECH SANTA BARBARA Invoice	03/16/2023	03/16/2023 3 EACH 100' LED LIGHT CORDS FOR POOL	Virtual Payment	2865.17	APA001466
INV0004568	QUINN LIFT INC. Invoice	03/16/2023	03/16/2023 NEW FORKLIFT FOR PUBLIC WORKS	Virtual Payment	19518	APA001467
2277-02-0223	RRM DESIGN GROUP Invoice	03/16/2023	03/16/2023 FEB23 DOWNTOWN DESIGN OVERLAY PROGRAM SERVICES	Virtual Payment	2956	APA001468
155810	SANTA BARBARA PEST CONTROL Invoice	03/16/2023	03/16/2023 FEB23 PEST CONTROL AT CITY HALL	Virtual Payment	225	APA001469
155811	Invoice	03/16/2023	FEB23 PEST CONTROL AT VETS HALL			
157566	Invoice	03/16/2023	FEB23 PEST CONTROL AT POOL			
1022	SANTA BARBARA TROPHY/ENGRAVING Invoice	03/16/2023	03/16/2023 NAME BADGE	Virtual Payment	60.84	APA001470
FEB23 700201069122	SO CA EDISON Invoice	03/16/2023	03/16/2023 FEB23 ELECTRICITY-101 ASH AVE	Virtual Payment	10977.99	APA001471
FEB23 700230547624	Invoice	03/16/2023	FEB23 ELECTRICITY-5103 CARPINTERIA AVE			
FEB23 700247140684	Invoice	03/16/2023	FEB23 ELECTRICITY-1 CARPINTERIA TC1			
FEB23 700255596559	Invoice	03/16/2023	FEB23 ELECTRICITY-100 LINDEN			
FEB23 700264659490	Invoice	03/16/2023	FEB23 ELECTRICITY-1115 LINDEN AVE B PED			
FEB23 700274833982	Invoice	03/16/2023	FEB23 ELECTRICITY-901 CACTUS LN EV EV			
FEB23 700405192484	Invoice	03/16/2023	FEB23 ELECTRICITY-MULTIPLE LOCATIONS			
FEB23 700465507084	Invoice	03/16/2023	FEB23 ELECTRICITY-4950 9TH ST BT HM			
FEB23 700477662295	Invoice	03/16/2023	FEB23 ELECTRICITY-901 CACTUS LN LIGHT			
FEB23 700525378417	Invoice	03/16/2023	FEB23 ELECTRICITY-931 WALNUT AVE & 4851 5TH STREET			
FEB23 700604790697	Invoice	03/16/2023	FEB23 ELECTRICITY-CAPP AVE/CSTS PAS 609			
MAR23 006 514 2700 7	SO CAL GAS Invoice	03/16/2023	03/16/2023 NATURAL GAS 5305 CARPINTERIA AVE APT B (POOL)	Virtual Payment	11220.52	APA001472
MAR23 014 914 3239 7	Invoice	03/16/2023	NATURAL GAS 5103 CARPINTERIA AVE (FRIENDS OF LIBRA			
MAR23 016 913 9500 6	Invoice	03/16/2023	NATURAL GAS 5775 CARPINTERIA AVE (CITY HALL)			
MAR23 140 914 3084 4	Invoice	03/16/2023	NATURAL GAS 941 WALNUT AVE (VETS HALL)			
3532154097	STAPLES ADVANTAGE Invoice	03/16/2023	03/16/2023 COPY PAPER, STORAGE BOXES, CLASP ENVELOPES	Virtual Payment	188.19	APA001473
174228	TRI-CO REPROGRAPHICS Invoice	03/16/2023	03/16/2023 SCANNING SMALL FORMAT, FILE RENAME 2/27/23	Virtual Payment	377.9	APA001474
174522	Invoice	03/16/2023	SCANNING SMALL FORMAT, FILE RENAME 2/27/23			
174592	Invoice	03/16/2023	SCANNING COLOR, FILE RENAME 2/28/23			
174655	Invoice	03/16/2023	SCANNING SMALL FORMAT, FILE RENAME 3/1/23			
174656	Invoice	03/16/2023	SCANNING SMALL FORMAT, FILE RENAME 3/1/23			
174657	Invoice	03/16/2023	SCANNING SMALL FORMAT, FILE RENAME 3/1/23			
174658	Invoice	03/16/2023	SCANNING SMALL FORMAT, FILE RENAME 3/1/23			
174659	Invoice	03/16/2023	SCANNING SMALL FORMAT, FILE RENAME 3/1/23			
174728	Invoice	03/16/2023	SCANNING SMALL FORMAT, BIND 3/2/23			
174821	Invoice	03/16/2023	SCANNING SMALL FORMAT, FILE RENAME 3/3/23			
174822	Invoice	03/16/2023	SCANNING SMALL FORMAT, FILE RENAME 3/3/23			
174951	Invoice	03/16/2023	SCANNING LARGE FORMAT, FILE RENAME 3/7/23			
1294	TWO TRUMPETS COMMUNICATIONS Invoice	03/16/2023	03/16/2023 FEB23 COMMUNICATIONS SERVICES	Virtual Payment	5550	APA001475
45364	VILLAGE POOL SUPPLY Invoice	03/16/2023	03/16/2023 REAGENT 2/6/23	Virtual Payment	792.91	APA001476
45415	Invoice	03/16/2023	24 GALLONS ACID 2/15/23			
45466	Invoice	03/16/2023	CHLORINE & ACID 2/25/23			
9016536877	WILLIAMS SCOTSMAN INC. Invoice	03/16/2023	03/16/2023 JAN23 LEASE FOR PARK & REC MOBILE OFFICE	Virtual Payment	937.52	APA001477
9016831215	Invoice	03/16/2023	FEB23 LEASE FOR PARK & REC MOBILE OFFICE			
558584064	WSP USA ENVIRONMENT & INFRASTRUCTURE INC. Invoice	03/16/2023	03/16/2023 DUNE & SHORLINE PROJECT SERVICES THROUGH 2/03/23	Virtual Payment	2499	APA001478
34-158222	ZEE MEDICAL SERVICE CO Invoice	03/16/2023	03/16/2023 FIRST AID MATERIALS FOR PW	Virtual Payment	122.59	APA001479
MAR23 PREMIUMS CC	CalPERS HEALTH Invoice	03/10/2023	03/10/2023 MAR23 HEALTH PREMIUMS CC	Bank Draft	7489.62	DFT0002997
MAR23 PREMIUMS	CalPERS HEALTH Invoice	03/10/2023	03/10/2023 MAR23 HEALTH PREMIUMS	Bank Draft	53697.07	DFT0002998
PRO5 03/09/23	INTERNAL REVENUE SERVICE Invoice	03/09/2023	03/09/2023 PRO5 03/09/23 FEDERAL TAX PAYMENT	Bank Draft	17839.03	DFT0003006
	EDD-SDI		03/09/2023	Bank Draft	1310.75	DFT0003008

PR05 03/09/23	Invoice	03/09/2023	PR05 03/09/23 SDI TAXES		
	CalPERS		03/09/2023	Bank Draft	6461.67 DFT0003009
02/18/23-3/3/23 PEPRA	Invoice	03/09/2023	PEPRA RETIREMENT 2/18/23-3/3/23 PR05		
	CalPERS		03/09/2023	Bank Draft	15570.14 DFT0003010
02/18/23-3/3/23 CLASSIC	Invoice	03/09/2023	CLASSIC RETIREMENT 2/18/23-3/3/23 PR05		
	EDD-SIT		03/09/2023	Bank Draft	5519.91 DFT0003011
PR05 03/09/23	Invoice	03/09/2023	PR05 03/09/23 SIT TAXES		
	CALIFORNIA DEPT OF TAX & FEE ADMIN		03/13/2023	Bank Draft	1511.9 DFT0003012
INV0004573	Invoice	03/13/2023	2022 SALES TAX RETURN		



City of Carpinteria

COUNCIL AGENDA STAFF REPORT March 27, 2023

ITEM FOR COUNCIL CONSIDERATION

Contracts Executed by the City Manager on behalf of the City for the Period of February 21, 2023 through March 20, 2023.

STAFF RECOMMENDATION

Receive and file Report of Contracts Executed by the City Manager for the Period of February 21, 2023 through March 20, 2023.

DISCUSSION

The City Manager is delegated authority by the Carpinteria Municipal Code (CMC), §2.08.150B, to execute contracts on behalf of the City in the amount of \$30,000 or less. Pursuant to CMC §2.08.150C, a list of all contracts executed by the City Manager is provided for City Council information and appended to this Staff Report as Attachment A. Attachment A lists all contracts entered into on behalf of the City for goods, construction and services for the Period of February 21, 2023 through March 20, 2023.

FINANCIAL CONSIDERATIONS

All contracts entered into are within the appropriated budgeted amounts.

ATTACHMENTS

- A. Report of Contracts Executed by the City Manager

Staff contact:

Brian C. Barrett, City Clerk
(805) 755-4403, brianb@carpinteriaca.gov



Signature

Reviewed by: Dave Durlinger, City Manager



Signature

ATTACHMENT A

Report of Contracts Executed by the City Manager
Period of February 21, 2023 through March 20, 2023.

[illegible]



City of Carpinteria

COUNCIL AGENDA STAFF REPORT February 27, 2023

ITEM FOR COUNCIL CONSIDERATION

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

STAFF RECOMMENDATION

Receive and file the report

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

BACKGROUND / DISCUSSION

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

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

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

POLICY CONSISTENCY

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

FINANCIAL CONSIDERATIONS

Cash Statement: At February 28, 2023, the City held cash and cash investments as shown in the table below.

Table I

<u>CASH ACTIVITY FOR THE MONTH:</u>	
Cash and Investment Beginning of the Month	\$ 21,818,126.43
Cash Receipts	3,200,305.03
Cash Disbursements	(2,955,676.68)
Cash and Investment End of the Month	<u>\$ 22,062,754.78</u>

Investments:

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

At February 28th the portfolio's average days to maturity was 1.82 years, the average coupon rate was 1.61%, the average yield to maturity was 4.87%, the par value was \$11,221,000 and Market Value was \$10,629,696.73.

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

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

The City of Carpinteria will be able to meet all expenditure obligations that might reasonably be anticipated for the next six-month period September 1, 2023.

LEGAL

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

PRINCIPAL PARTIES EXPECTED AT MEETING

Unknown

ATTACHMENTS

City of Carpinteria Treasurer's Report

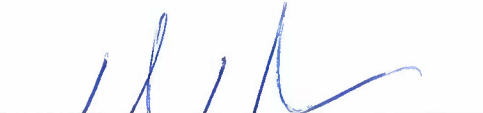
Staff contact:

Licette Maldonado, Administrative Services Director
licettem@carpinteriaca.gov; (805) 755-4448



Signature

Reviewed by: Dave Durflinger, City Manager
daved@carpinteriaca.gov; (805) 755-4400



Signature

City Treasurer's Report

CITY OF CARPINTERIA TREASURER'S REPORT
For the Month Ended February 2023

CASH ACTIVITY FOR THE MONTH:

Cash and Investment Beginning of the Month	\$ 21,818,126.43
Cash Receipts	3,200,305.03
Cash Disbursements	<u>(2,955,676.68)</u>
Cash and Investment End of the Month	<u>\$ 22,062,754.78</u>

CASH AND INVESTMENT PORTFOLIO:

<u>Type of Investment/Coupon/CUSIP #</u>	<u>Institution/Issuer</u>	<u>Yield to Maturity</u>	<u>Maturity Date</u>	<u># Days to Maturity</u>	<u>Par Value</u>	<u>Market Value (1)</u>	<u>Book Value (2)</u>
Demand Deposit - General Checking	Montecito Bank	N/A	N/A	N/A	74,981.71	74,981.71	74,981.71
Demand Deposit - Premier Public Money Market	Montecito Bank	N/A	3/1/2023	1	3,130,410.16	3,130,410.16	3,130,410.16
Demand Deposit - Section 125 Checking	Montecito Bank	N/A	N/A	N/A	6,543.97	6,543.97	6,543.97
Demand Deposit - Payroll Checking	Montecito Bank	N/A	N/A	N/A	5,000.00	5,000.00	5,000.00
Demand Deposit - Money Market	Charles Schwab	N/A	3/1/2023	1	4,410,395.05	4,410,395.05	4,410,395.05
Local Agency Investment Fund	State of California	0.22%	3/1/2023	1	3,453,121.78	3,453,121.78	3,453,121.78
Treasury Note, 1.5%, (912828Q29)	U.S. Government	1.00%	3/31/2023	31	250,000.00	249,296.87	251,327.50
Treasury Note, 1.5%, (912828Q29)	U.S. Government	1.56%	3/31/2023	31	250,000.00	249,296.88	249,843.75
Treasury Note, 2.5%, (9128284D9)	U.S. Government	0.08%	3/31/2023	31	171,000.00	170,652.65	170,243.30
Treasury Note, 0.25%, (912828ZH6)	U.S. Government	1.03%	4/15/2023	46	250,000.00	248,593.75	247,820.56
Treasury Note, 1.625%, (912828R69)	U.S. Government	1.87%	5/31/2023	92	250,000.00	248,007.80	249,268.63
Treasury Note, 2.625%, (9128284U1)	U.S. Government	2.84%	6/30/2023	122	100,000.00	99,250.00	99,563.57
Treasury Note, 2.75%, (912828Y61)	U.S. Government	0.06%	7/31/2023	153	400,000.00	396,250.00	398,795.22
Treasury Note, 23U, (912796Y37)	U.S. Government	4.83%	8/3/2023	156	250,000.00	244,833.33	244,117.48
Treasury Note, 2.75%, (9128284X5)	U.S. Government	0.01%	8/31/2023	184	400,000.00	395,437.48	399,721.60
Treasury Note, 2.875%, (9128285D8)	U.S. Government	0.67%	9/30/2023	214	250,000.00	246,835.93	249,335.00
Treasury Note, 2.875%, (9128285K2)	U.S. Government	2.20%	10/31/2023	245	250,000.00	246,289.05	252,579.39
Treasury Note, 2.75%, (912828WE6)	U.S. Government	2.23%	11/15/2023	260	250,000.00	245,859.38	252,049.66
Treasury Note, 0.75%, (91282CDR9)	U.S. Government	0.73%	12/31/2023	306	250,000.00	241,093.75	249,993.47
Treasury Note, 2.5%, (9128285Z9)	U.S. Government	0.06%	1/31/2024	337	200,000.00	195,281.24	199,388.94
Treasury Note, 2.375%, (9128286G0)	U.S. Government	0.78%	2/29/2024	366	200,000.00	194,593.74	199,264.00
Treasury Note, 0.25%, (91282CBR1)	U.S. Government	2.17%	3/15/2024	381	250,000.00	237,695.30	240,750.00
Treasury Note, 2.25%, (9128286R6)	U.S. Government	2.41%	4/30/2024	427	250,000.00	241,875.00	249,156.76
Treasury Note, 2.0%, (912828XT2)	U.S. Government	1.11%	5/31/2024	458	250,000.00	240,546.88	255,107.50
Treasury Note, 0.25%, (91282CCG4)	U.S. Government	4.61%	6/15/2024	473	250,000.00	234,882.80	235,669.96
Treasury Note, 3.0%, (91282CFA4)	U.S. Government	4.53%	7/31/2024	519	250,000.00	242,890.63	244,503.55
Treasury Note, 3.25%, (91282CFG1)	U.S. Government	4.30%	8/31/2024	550	250,000.00	243,554.68	245,158.84
Treasury Note, 0.375%, (91282CCX7)	U.S. Government	1.08%	9/15/2024	565	250,000.00	232,929.68	245,359.46
Treasury Note, 2.125%, (9128282Y5)	U.S. Government	4.31%	9/30/2024	580	250,000.00	239,179.68	239,586.84
Treasury Note, 0.625%, (91282CDB4)	U.S. Government	4.14%	10/15/2024	595	250,000.00	233,125.00	233,056.64
Treasury Note, 2.25%, (912828G38)	U.S. Government	4.35%	11/15/2024	626	250,000.00	239,101.55	241,052.35
Treasury Note, 1.00%, (91282CDN8)	U.S. Government	0.98%	12/15/2024	656	250,000.00	233,320.30	250,079.39
Treasury Note, 1.125%, (912828ZC7)	U.S. Government	1.29%	2/28/2025	731	250,000.00	232,578.13	248,740.00
Treasury Note, 2.625%, (9128284F4)	U.S. Government	1.30%	3/31/2025	762	250,000.00	239,531.25	260,224.61

CITY OF CARPINTERIA TREASURER'S REPORT
For the Month Ended February 2023

Treasury Note, 0.25%, (912828ZT0)	U.S. Government	1.25%	5/31/2025	823	250,000.00	226,445.30	241,660.01
Treasury Note, 0.25%, (912828ZW3)	U.S. Government	1.53%	6/30/2025	853	250,000.00	225,937.50	239,598.86
Treasury Note, 0.25%, (91282CAM3)	U.S. Government	1.32%	9/30/2025	945	250,000.00	224,101.55	240,265.00
Treasury Note, 3.0%, (9128285J5)	U.S. Government	4.09%	10/31/2025	976	250,000.00	240,117.18	242,136.63
Treasury Note, 0.375%, (91282CBC4)	U.S. Government	1.20%	12/31/2025	1037	250,000.00	223,007.80	241,955.00
Treasury Note, 0.375%, (91282CBC4)	U.S. Government	1.37%	12/31/2025	1037	250,000.00	223,007.80	240,365.00
Treasury Note, 1.625%, (912828P46)	U.S. Government	1.56%	2/15/2026	1083	250,000.00	230,234.38	250,595.69
Treasury Note, 0.5%, (91282CBQ3)	U.S. Government	1.28%	2/25/2026	1093	250,000.00	222,226.55	242,113.19
Treasury Note, 0.75%, (91282CBT7)	U.S. Government	1.28%	3/31/2026	1127	250,000.00	223,671.88	244,459.30
Treasury Note, 0.75%, (91282CCF6)	U.S. Government	1.34%	5/31/2026	1188	250,000.00	222,265.63	243,702.50
Treasury Note, 0.875%, (91282CCJ8)	U.S. Government	1.35%	6/30/2026	1218	250,000.00	222,812.50	244,821.96
Treasury Note, 1.625%, (91282YQ7)	U.S. Government	4.00%	10/31/2026	1341	250,000.00	226,953.13	227,869.30
Treasury Note, 2%, (91282U24)	U.S. Government	4.31%	11/15/2026	1356	250,000.00	229,843.75	228,317.27
Treasury Note, 1.25%, (91282CDK4)	U.S. Government	1.28%	11/30/2026	1371	250,000.00	223,281.25	249,602.02
Treasury Note, 2.25%, (912828V98)	U.S. Government	4.29%	2/15/2027	1448	250,000.00	231,289.05	229,819.14
Treasury Note, 2.5%, (91282CEF4)	U.S. Government	3.96%	2/16/2027	1449	250,000.00	233,125.00	235,031.06
Treasury Note, 3.125%, (91282CFH9)	U.S. Government	4.19%	8/31/2027	1645	250,000.00	238,593.75	238,232.21
					22,301,452.67	21,710,149.40	22,062,754.78

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

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

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

Based upon currently budgeted revenues and expenditures, the City currently has sufficient liquid financial resources to meet anticipated expenditures during the period 3/01/23 through 9/01/23.

WEIGHTED AVERAGE MATURITY OF PORTFOLIO

As of February 28, 2023 the weighted average days to maturity of the City's investment portfolio is 1.82 years.

FOOTNOTES TO REPORT/DEFINITION OF TERMS:

(1) The market value of U.S. Government Securities was provided by the custodial agent, Charles Schwab.

For the Local Agency Investment Fund the market value represents the contract value.

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

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

Yield to Maturity (YTM): The percentage rate of return for the note assuming that the City holds the asset until its maturity date. It is the sum of all its remaining coupon payments.

Par Value: Equals face value of security (value of the security when it reaches maturity).

Market Value: The last price for which a security was bought or sold. In this case, the value as of the last day of the month of this report.

Book Value: The amount at which the security is carried in the City's accounting records (adjusted at year-end for GASB 40 reporting purposes).



City of Carpinteria

COUNCIL AGENDA STAFF REPORT MARCH 27, 2023

ITEM FOR COUNCIL CONSIDERATION

Adoption of Resolution No. 6214, Directing the Preparation of a Street Lighting District No. 1 Report as a part of Consideration of Continuing the District for Fiscal Year 2023-24.

STAFF RECOMMENDATION

Adopt the attached Resolution No. 6214, as read by title only, directing the City Manager to prepare an assessment report for the consideration of continuing Street Lighting District No. 1 for the Fiscal Year 2023-24.

Sample Motion: I move adoption of Resolution No. 6214, as read by title only, directing the City Manager to prepare an assessment report for the consideration of continuing Street Lighting District No. 1 for the Fiscal Year 2023-24.

BACKGROUND/DISCUSSION

Street Lighting District No. 1 (District) is legally an independent special district governed by the City of Carpinteria. In 1977, the District was established to finance street lighting costs and continues to date. Due to the fact that this District was formed before Proposition 13 and is a property taxing district, the District is entitled to a very small share (less than 1%) of the basic one percent property tax rate.

The purpose of this agenda matter is for the City Council to consider the first step of continuing Street Lighting District No. 1 for Fiscal Year 2023-24 by ordering the preparation of the District report.

POLICY CONSISTENCY

The maintenance of public street lighting, formerly supported by the subject District, can be found consistent with various City policies including the General Plan's Community Design policies for the Downtown area. The work is also consistent with the City's interest in protecting public health and safety.

FINANCIAL CONSIDERATIONS

Failure to continue the District would result in a loss of approximately \$200,000 in revenues to finance the cost of street lighting in the district and general fund. These funds have been used in the past to finance capital projects such as new or replacement street lights, etc. The fund balance as of June 30, 2022, is \$395,746.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

It has been determined that continuation of this District is not subject to the conditions of Proposition 218.

The following is the sequence of events for continuing the District:

- March 27, 2023 - Adopt a resolution ordering the preparation of a report describing the status of the District, which provides street lighting for the City and to provide projections for Fiscal Year 2023-24.
- April 24, 2023 - The report is presented by staff with recommendations.
Adopt a resolution accepting the report.
Adopt a resolution of intention to continue the District for next fiscal year and set for public hearing.
- May 22, 2023 - Conduct a public hearing on the proposal to continue the District.
Adopt a resolution continuing the District and levying the tax for fiscal year 2023-24.

OPTIONS

1. Adopt the attached Resolution No. 6214, as read by title only, directing the City Manager to prepare an assessment report for the consideration of continuing Street Lighting District No. 1 for the Fiscal Year 2023-24.
2. The City Council could choose not to order the preparation of the Annual Report; however, by omitting this step, the District would not be continued for Fiscal Year 2023-24.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

ATTACHMENTS

Attachment A: Resolution No. 6214
Attachment B: State of Fund Transactions and Financial Condition for the District
Attachment C: District Boundary Map

Staff contact:

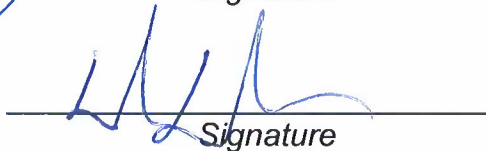
John L. Ilasin, Public Works Director
(805) 880-3402, johni@ci.carpinteria.ca.us



Signature

Reviewed by:

Dave Durlinger, City Manager
(805) 755-4400, daved@ci.carpinteria.ca.us



Signature

ATTACHMENT A

Resolution No. 6214

RESOLUTION NO. 6214

**A RESOLUTION OF THE
CITY COUNCIL OF THE CITY OF CARPINTERIA
ORDERING THE CITY MANAGER TO PREPARE
AN ASSESSMENT DIAGRAM, PLANS, SPECIFICATIONS, ESTIMATE AND
REPORT,
PURSUANT TO THE PROVISIONS OF DIVISION 14, PART 1, CHAPTER 8.5
STREETS AND HIGHWAYS CODE, STREET LIGHTING ACT OF 1919,
AS AMENDED,
FOR THE FURNISHING OF ELECTRIC CURRENT,
FOR THE MAINTENANCE OF CERTAIN LIGHTING FIXTURES
AND APPLIANCES IN ALL PORTIONS OF THE CITY IN
STREET LIGHTING DISTRICT NO. 1
FOR THE PERIOD BEGINNING
JULY 1, 2023, AND ENDING JUNE 30, 2024**

WHEREAS, the continued public convenience and necessity require, and it is the intention of the City Council of the City of Carpinteria to order the furnishing of electric current, and the maintenance of lighting fixtures and appliances in said Street Lighting District No. 1 in the City of Carpinteria for the period beginning July 1, 2023 and ending June 30, 2024; and

WHEREAS, proceedings for such proposed improvements will be taken pursuant to the provisions of Division 14, Part 1, Chapter 8.5, Streets and Highways Code, Street Lighting Act of 1919, as amended; and

WHEREAS, the provisions of said Division 14, Part 1, Chapter 8.5, require a written report concerning such proposed improvements.

NOW, THEREFORE BE IT RESOLVED as follows:

SECTION 1. That the City Manager is hereby ordered to prepare a written report pursuant to the provisions of Section 18160 and 18161, Streets and Highways Code for the furnishing of electric current and the maintenance of certain lighting fixtures and appliances in all portions of the City that are within Street Lighting District No. 1 in said City for the period beginning July 1, 2023 and ending June 30, 2024.

PASSED, APPROVED AND ADOPTED on this 27th day of March, 2023, by the following called votes:

AYES: COUNCILMEMBER(S):

NOES: COUNCILMEMBER(S):

ABSENT: COUNCILMEMBER(S):

ABSTAIN: COUNCILMEMBER(S):

Mayor, City of Carpinteria

ATTEST:

Brian C. Barrett, CMC, CPMC
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 27, 2023.

Brian C. Barrett, CMC, CPMC
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

ATTACHMENT B

State of Fund Transactions and Financial Condition for the District

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STREET LIGHTING DISTRICT NUMBER 1
STATEMENT OF FUND TRANSACTIONS AND FINANCIAL CONDITION

FUND 29

STREET LIGHTING FUND

	ACTUAL	ACTUAL	ACTUAL	BUDGET	PROJECTED
	2019-20	2020-21	2021-22	2022-23	2023-24
A. SUMMARY OF FUND TRANSACTIONS:					
Fund Balance; July 1	\$ 205,098	\$ 256,170	\$ 334,264	\$ 395,746	\$ 463,696
Fiscal Year Revenues	205,557	203,668	211,969	210,850	210,850
Fiscal Year Expenditures	154,486	125,574	150,487	142,900	142,900
Fund Balance; June 30	256,170	334,264	395,746	463,696	531,646

Revenue Over/(Under) Expense	\$ 51,072	\$ 78,094	\$ 61,482	\$ 67,950	\$ 67,950
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B. BALANCE SHEET, JUNE 30

ASSETS:

Cash in Savings	\$ 263,843	\$ 341,937	\$ 403,419	\$ 471,369	\$ 539,319
Accounts Receivable	-	-	-	-	-
Total Assets	263,843	341,937	403,419	471,369	539,319

LIABILITIES AND FUND BALANCE:

Accounts Payable	-	-	-	-	-
Fund Balance	263,843	341,937	403,419	471,369	539,319
Total Liabilities & Fund Balance	\$ 263,843	\$ 341,937	\$ 403,419	\$ 471,369	\$ 539,319

C. FISCAL YEAR REVENUE DETAIL:

Use of Money & Property	\$ 11,552	\$ 639	\$ (6,805)	\$ 2,000	\$ 2,000
District #1-Property Taxes, Secured	181,368	195,264	201,466	194,000	194,000
District #1-Property Taxes, Unsecured	6,698	2,905	7,097	7,000	7,000
District #1-Supplemental Roll	4,324	3,692	5,574	4,000	4,000
District #1-Homeowners Reimbursement	827	820	813	500	500
Prior Years and Penalties	789	348	1,223	750	750
Transfers In			2,600	2,600	2,600
Total Revenues	\$ 205,557	\$ 203,668	\$ 211,969	\$ 210,850	\$ 210,850

D. FISCAL YEAR EXPENDITURE DETAIL:

Traffic Signals	\$ -	\$ -	\$ -	\$ -	\$ -
Public Right of Way Expenses	30,617	21,842	-	-	-
Street Lighting (Utilities)	96,679	102,222	109,894	103,800	103,800
Supplies & Materials	7,913	1,510	-	-	-
Other Operating	-	-	7,561	8,800	8,800
Personnel Services	-	-	33,032	30,300	30,300
Professional Services	-	-	-	-	-
Total Operating Expense	135,209	125,574	150,487	142,900	142,900
Transfers Out	19,277	-	-	-	-
Transfers Out Pension Trust	-	-	-	-	-
Transfers Out General Fund Capital	-	-	-	-	-
Total Transfers	19,277	-	-	-	-
Street Lights	-	-	-	-	-
Total Capital Outlay Expense	-	-	-	-	-
Total Expenditures	\$ 154,486	\$ 125,574	\$ 150,487	\$ 142,900	\$ 142,900

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ATTACHMENT C
District Boundary Map



City of Carpinteria
Street Lighting District No. 1
District Boundary Map



City of Carpinteria

COUNCIL AGENDA STAFF REPORT MARCH 27, 2023

ITEM FOR COUNCIL CONSIDERATION

Adoption of Resolution No. 6215, Directing the Preparation of a Lighting, Landscaping and Right of Way Improvement District No. 3 Report as a Part of Actions Necessary to Continue Lighting, Landscaping and Right of Way Improvement District No. 3 for Fiscal Year 2023-24.

STAFF RECOMMENDATION

Adopt the attached Resolution No. 6215, as read by title only, ordering the preparation of a report describing the financial status of the District and recommending assessments for Fiscal Year 2023-24 for Carpinteria Lighting, Landscaping and Right of Way Improvement District No. 3.

Sample Motion: I move adoption of Resolution No. 6215, as read by title only, directing the City Manager to prepare, or have prepared, a report describing the financial status of the District and recommending assessments for Fiscal Year 2023-24 for the Carpinteria Lighting, Landscaping and Right of Way Improvement District No. 3.

BACKGROUND/DISCUSSION

This assessment district was formed on June 8, 1985 by Resolution No. 1474, superseding Street Lighting District No. 2, providing funding for the maintenance of rights of way including repairs to curbs, gutters, sidewalks, tree removal and planting and the tree management program. Like the former Street Lighting District No. 2, this District may also make assessments for street lighting, but such assessments are not made since the overlapping Street Lighting District No. 1 provides funding sufficient to meet any street lighting needs.

This District encompasses the entire City and assessments are made on a parcel by parcel basis depending on use, location and need for services. District revenues are currently used to pay for one Maintenance Worker I and one Maintenance Worker II positions as well as general right of way maintenance, and water and electric utilities costs.

POLICY CONSISTENCY

The City General Plan/Local Coastal Plan includes policies that address the maintenance of street corridors in the City. Specifically, Policies CD-8a, CD-8b, CD-9a, CD-9b, CD-9c, CD-9d and CD-9f address pedestrian and bicycle pathways. The Carpinteria Lighting, Landscaping and Right of Way Improvement District No. 3 is the financial means by which the City can, in part, implement these policies.

FINANCIAL CONSIDERATIONS

The attached exhibit is a summary of revenue and expenses for the District providing past years, current year and projected data for next fiscal year.

The income stream for this District is fixed at levels set in 1985 when the District was first established. The General Fund subsidized the District by \$117,104 last year. The current year subsidy is estimated at \$101,522 (\$45,522 from the General Fund, \$30,000 from Measure X Fund, and \$26,000 from the American Rescue Plan Act (ARPA) Fund).

The District has also historically received payment from the Gas Tax fund for Gas Tax related work, i.e. street maintenance work that has been assigned through the City's budget system for payment from the Gas Tax Fund, performed by District employees. It is anticipated that the Gas Tax fund balance, which also receives a mostly static income stream, will be exhausted in the next few years. Should this occur it is expected that the General Fund subsidy would need to be increased to support the lost Gas Tax revenue. At some point, increasing assessments and/or reducing levels of service must be considered unless it is determined to continue to use General Fund revenue sources to supplement the District's revenue.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The following is the sequence of events for continuing the District:

- March 27, 2023 - Adopt a resolution ordering the preparation of a report describing the financial status and recommending assessments for Fiscal Year 2023-24.
- April 24, 2023 - The report is prepared and presented by staff with recommendations.
Adopt a resolution accepting the report.
Adopt a resolution of intention to continue the District and to levy assessments for next fiscal year and set for public hearing.

May 22, 2023 - Conduct a public hearing on the proposal to continue the District.
Adopt a resolution continuing the District and levying assessments for Fiscal Year 2023-24.

OPTIONS

1. Adopt the attached Resolution No. 6215, as read by title only, ordering the preparation of a report describing the financial status of the District and recommending assessments for Fiscal Year 2023-24 for Carpinteria Lighting, Landscaping and Right of Way Improvement District No. 3.
2. The City Council could choose not to order the preparation of the Annual Report; however, by omitting this step, the District would not be continued for Fiscal Year 2023-24.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no expected parties at the meeting.

ATTACHMENTS

Attachment A: Resolution No. 6215
Attachment B: State of Fund Transactions and Financial Condition for the District
Attachment C: District Boundary Map

Staff contact:

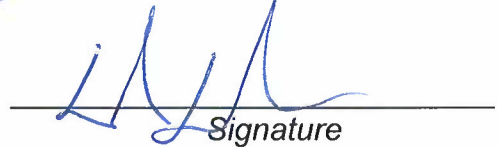
John L. Ilasin, Public Works Director
(805) 880-3402, john@ci.carpinteria.ca.us

Reviewed by:

Dave Durlinger, City Manager
(805) 755-4400, daved@ci.carpinteria.ca.us



Signature



Signature

ATTACHMENT A

Resolution No. 6215

RESOLUTION NO. 6215

**A RESOLUTION OF THE
CITY COUNCIL OF THE CITY OF CARPINTERIA
ORDERING THE CITY ENGINEER TO PREPARE AND FILE
A REPORT IN ACCORDANCE WITH
CHAPTER 3, PART 2, LANDSCAPING AND LIGHTING ACT OF 1972,
COMMENCING WITH SECTION 22620,
CALIFORNIA STREETS AND HIGHWAYS CODE,
FOR THE PURPOSE OF CONSIDERING THE LEVY OF AN ASSESSMENT FOR
CARPINTERIA LIGHTING, LANDSCAPING AND RIGHT OF WAY IMPROVEMENT
DISTRICT NO. 3
FOR FISCAL YEAR 2023-24**

WHEREAS, Chapter 3, Part 2, Landscaping and Lighting Act of 1972, commencing with Section 22620 of the California Streets and Highways Codes specifies the process for the levy of annual assessments after formation of an assessment district pursuant to the Landscaping and Lighting Act of 1972; and

WHEREAS, the City Council desires to consider an assessment for Fiscal Year 2023-24; and

WHEREAS, the Carpinteria Lighting, Landscaping and Right of Way Improvement District No. 3 includes the entire City of Carpinteria, including those parcels created within the City subsequent to the establishment of said District, unless any such parcel is exempt from assessment as provided by law; and

WHEREAS, it is the intention of the City to continue to service and maintain street lights, landscaping and right of way in the City.

NOW, THEREFORE BE IT RESOLVED as follows:

SECTION 1. The City Manager shall have the City Engineer prepare and file a report in accordance with Chapter 3, Part 2, Landscaping and Lighting Act of 1972, commencing with Section 22620 of the California Streets and Highways Code for the purpose of consideration of the levy of an assessment for the Carpinteria Lighting, Landscaping and Right of Way Improvement District No. 3 for Fiscal Year 2023-24.

PASSED, APPROVED AND ADOPTED on this 27th day of March, 2023, by the following called votes:

AYES: COUNCILMEMBER(S):

NOES: COUNCILMEMBER(S):

ABSENT: COUNCILMEMBER(S):

ABSTAIN: COUNCILMEMBER(S):

Mayor, City of Carpinteria

ATTEST:

Brian C. Barrett, CMC, CPMC
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 27, 2023.

Brian C. Barrett, CMC, CPMC
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

ATTACHMENT B

State of Fund Transactions and Financial Condition for the District

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LIGHTING, LANDSCAPING AND RIGHT OF WAY IMPROVEMENT DISTRICT NUMBER 3
STATEMENT OF FUND TRANSACTIONS AND FINANCIAL CONDITION

FUND 33

RIGHT OF WAY FUND	ACTUAL 2019-20	ACTUAL 2020-21	ACTUAL 2021-22	BUDGET 2022-23	PROJECTED 2023-24
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A. SUMMARY OF FUND TRANSACTIONS:

Fund Balance; July 1	\$ -	\$ (1,665)	\$ (12,572)	\$ (12,572)	\$ (12,572)
Fiscal Year Revenues	355,279	224,586	317,368	297,122	297,122
Fiscal Year Expenditures	356,944	235,493	317,368	297,122	297,122
Fund Balance; June 30	(1,665)	\$ (12,572)	\$ (12,572)	\$ (12,572)	\$ (12,572)
Revenue Over/(Under) Expense	\$ (1,665)	\$ (10,907)	\$ -	\$ -	\$ -

B. BALANCE SHEET, JUNE 30

ASSETS:

Cash in Savings	\$ -	\$ -	\$ -	\$ -	\$ -
Accounts Receivable	-	-	-	-	-
Total Assets	-	-	-	-	-

LIABILITIES AND FUND BALANCE:

Accounts Payable	-	-	-	-	-
Fund Balance	-	-	-	-	-
Total Liabilities & Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -

C. FISCAL YEAR REVENUE DETAIL:

District #3 Assessment	\$ 198,415	\$ 194,285	\$ 198,186	\$ 193,000	\$ 193,000
Penalties and Interest	305	628	(423)	100	100
Miscellaneous Revenue	2,684	-	2,500	2,500	2,500
Transfer from Other Funds	153,876	29,673	117,104	101,522	101,522
Total Revenues	\$ 355,279	\$ 224,586	\$ 317,368	\$ 297,122	\$ 297,122

D. FISCAL YEAR EXPENDITURE DETAIL:

Personnel Expense	\$ 192,319	\$ 112,784	\$ 127,391	\$ 121,500	\$ 121,500
Right-Of-Way Maintenance (Contract)	52,465	61,733	90,742	74,250	74,250
Street Tree Maintenance (Contract)	-	-	-	-	-
Supplies and Materials	21,141	15,205	34,890	21,500	21,500
Vehicle Operations	-	-	-	-	-
Other Contract Services	22,871	930	5,918	21,000	21,000
Utilities	35,730	44,841	46,269	46,300	46,300
Total Operating Expense	324,526	235,493	305,210	284,550	284,550
Transfers Out	32,418	-	12,158	12,572	12,572
Capital Improvements	-	-	-	-	-
Total Capital Outlay Expense	-	-	-	-	-
Total Expenditures	\$ 356,944	\$ 235,493	\$ 317,368	\$ 297,122	\$ 297,122

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ATTACHMENT C
District Boundary Map





City of Carpinteria

COUNCIL AGENDA STAFF REPORT March 27, 2023

ITEM FOR COUNCIL CONSIDERATION

Adoption of Resolution No. 6216, Directing that the Required Report Be Prepared as a Part of the Process to Continue Parking and Business Improvement Area Assessment District No. 4 for Fiscal Year 2023-24.

STAFF RECOMMENDATION

Adopt the attached Resolution No. 6216, ordering a report by the Downtown "T" Business Advisory Board for the purpose of continuing assessments for the Carpinteria Parking and Business Improvement Area Assessment District No. 4 for Fiscal Year 2023-24.

Sample Motion: I move to adopt Resolution No. 6216, as read by title only, ordering a report by the Downtown "T" Business Advisory Board for the purpose of continuing assessments for the Carpinteria Parking and Business Improvement Area Assessment District No. 4 for Fiscal Year 2023-24.

BACKGROUND

This District was formed in 1986, pursuant to the Parking and Business Improvement Area Law of 1979 (Streets and Highways Code 36500, et. al.) to provide a means of funding downtown promotion, revitalization efforts and public parking within the District. Typically, all businesses within the District pay a flat annual assessment of \$119.25, as was the case in Fiscal Year 2019-20. However, due to the COVID-19 pandemic, the Downtown "T" Business Advisory Board recommended and the City Council approved continuing the District for Fiscal Year 2020-21 and 2021-22, but not levy the general business assessment as a way of supporting Downtown businesses during the pandemic.

The District area includes several sub-areas that were formed historically as a part of funding capital parking projects. See Attachment C. None of the sub-areas are currently active.

Sub-Area "A" – Parking Lot No. 1

Parking Lot No. 1 is located on Ninth Street between Yucca Lane and Elm Street. The funding program for this parking lot, which was financed through the sale of serial bonds,

was paid off in 1988 by means of property assessments on the individual property owners. In FY 1996-97 an assessment fee was levied on businesses adjacent to Parking Lot No. 1 to reimburse the City for half of the costs incurred for resurfacing the parking lot. Final payments on this assessment were completed in June 2006.

Sub-Area "B" – Parking Lot No. 3

Parking Lot No. 3 is located at the Amtrak Station on Linden Avenue and Fifth Street. Parking Lot No. 3 was completed in FY 1989-90. SB 959 Grant monies were used on this project and, since this lot was intended to benefit both the Downtown and the beach area, a portion of the cost was funded through the Tidelands Trust Fund as well as the City's General Fund. Businesses located in the proximity of Parking Lot No. 3 were levied an assessment fee. The debt was retired in June 2017.

Sub-Area "C" – Parking Lot No. 2

Parking Lot No. 2 is located on Cactus Lane. The funding program for this parking lot was established in FY 1987-88. SB 959 Grant monies were used to fund a portion of the cost and funding of the balance was equally shared by the City and the businesses adjacent to Parking Lot No. 2. The business share of the assessment was paid off in June 1997.

Most recently, Parking Lot No. 2 was completely rebuilt with new pavement, storm water capture system, and lighting and landscaping improvements. This project was paid for by various City funds including Measure A, Measure X, Road Maintenance & Rehabilitation Account, and the Parking Business and Improvement Area Fund.

The Downtown "T" Business Advisory Board provides oversight and budget recommendations for spending the general business promotion assessments. Examples of expenditures are funding of downtown promotions, such as the two holiday parades, the Halloween Safe Trick or Treat event, as well as the Downtown banner program and a courtesy map.

DISCUSSION

The Downtown "T" Business Advisory Board (DTBAB) has a duty to prepare and present an Annual Report to the City Council that addresses all matters relating to the Assessment District, including the methods and basis of levying the assessments and recommendations on the use of funds collected by the District. Additionally, the Board makes recommendations to the City Council for general promotion of business activities, economic growth, and stability of the District, and general maintenance issues within the Downtown "T". The ordering, preparation and presentation of the Annual Report are also required steps in the process for renewal of the District.

POLICY CONSISTENCY

The District funds work that is consistent with the City's intent in supporting the local economy, in particular, the Downtown Business District. This item is in conformance with the requirements laid out in Chapters 3 and 4 of the "Parking and Business Improvement Area Law of 1989" of the California Streets and Highways Code.

FINANCIAL CONSIDERATIONS

Any financial impact to the City is incidental staff time in working with the Downtown "T" Business Advisory Board to prepare the Annual Report of Assessment District No. 4. The financial condition of the District is shown on Attachment B.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

Assessments for District No. 4 are made on businesses located within the improvement area; not on property owners. As such these assessments are not subject to the provisions of Proposition 218. It is possible to establish a district that is property based making collections through the County property tax roll. Such a district and assessments would; however, be subject to Proposition 218 requirements.

The following is the sequence of events for continuing this District:

- March 27, 2023 - Adopt a resolution ordering the preparation of the Annual Report.
- April 24, 2023 - Staff presents Annual Report with recommendations.
Adopt resolution accepting report.
Adopt resolution setting the matter for a public hearing.
- May 22, 2023 - Hold public hearing on proposal to continue District.
Adopt resolution continuing District and levying assessments for Fiscal Year 2023-24.

OPTIONS

1. Adopt the attached Resolution No. 6216, ordering a report by the Downtown "T" Business Advisory Board for the purpose of continuing assessments for the Carpinteria Parking and Business Improvement Area Assessment District No. 4 for Fiscal Year 2023-24.
2. The City Council could choose not to order the preparation of the Annual Report; however, by omitting this step, the District would not be continued for Fiscal Year 2023-24.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no expected parties at the meeting.

ATTACHMENTS

Attachment A: Resolution No. 6216
Attachment B: State of Fund Transactions and Financial Condition for the District
Attachment C: District Boundary Map

Staff contact:

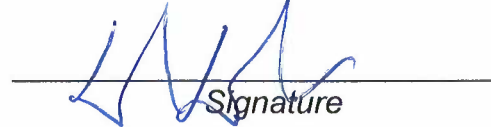
John L. Ilasin, Public Works Director
(805) 880-3402; johni@ci.carpinteria.ca.us



Signature

Reviewed by:

Dave Durlinger, City Manager
(805) 755-4400, daved@ci.carpinteria.ca.us



Signature

ATTACHMENT A

Resolution No. 6216

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RESOLUTION NO. 6216

**A RESOLUTION OF THE
CITY COUNCIL OF THE CITY OF CARPINTERIA
ORDERING THAT A REPORT BE PREPARED
IN ACCORDANCE WITH CHAPTERS 3 AND 4 OF THE
"PARKING AND BUSINESS IMPROVEMENT AREA LAW OF 1989" OF THE
CALIFORNIA STREETS AND HIGHWAYS CODE, AS AMENDED,
COMMENCING WITH SECTION 36500,
FOR THE ACQUISITION, CONSTRUCTION OR MAINTENANCE OF
PARKING FACILITIES AND OTHER ELIGIBLE IMPROVEMENTS AND
BUSINESS PROMOTION ACTIVITIES
IN THE CENTRAL BUSINESS DISTRICT OF THE CITY OF CARPINTERIA,
FOR THE FISCAL YEAR COMMENCING JULY 1, 2023 AND ENDING JUNE 30, 2024
CARPINTERIA PARKING AND BUSINESS IMPROVEMENT AREA DISTRICT NO. 4**

WHEREAS, the Carpinteria City Council did form an assessment district pursuant to the "Parking and Business Improvement Area Law of 1979", being Division 18, Part 6 of the Streets and Highways Code of the State of California, commencing with Section 36500; and

WHEREAS, said formation of the Carpinteria Parking and Business Improvement Area District No. 4 was accomplished by adoption of Ordinance No. 393 on September 8, 1986, following public hearings as prescribed by the Parking and Business Improvement Area Law of 1979; and

WHEREAS, said District No. 4 has been continued in full force and effect in subsequent fiscal years; and

WHEREAS, effective January 1, 1990, said Parking and Business Improvement Area Law of 1979 was repealed by the State of California and replaced by the Parking and Business Improvement Area Law of 1989, being Division 18 of Part 6 (commencing with Section 36500) of the California Streets and Highways Code; and

WHEREAS, Article 3 of Chapter 1 of said 1989 Improvement Area Law (Section 36515) provides that any Parking and Business Improvement Area created prior to January 1, 1990, under the prior 1979 law, continues to be in full force and effect, subject to certain conditions, under the 1989 law; and

WHEREAS, Chapter 3 (Assessments) and Chapter 4 (Modification of Boundaries) of said 1989 Improvement Area Law (commencing with Section 36530) prescribes the process for levying assessments, including appointment of an advisory board and requires said board to make a report to the City Council on all matters relating to said Improvement Area prior to the City Council taking any action on said assessments or boundaries for the next fiscal year starting July 1, 2023 ; and

WHEREAS, it is necessary for the public safety, convenience and economic health of the City that efforts to provide off-street public parking and other improvements and business promotion activities within the central business district be continued; and

WHEREAS, the City Council wishes to consider continuing the existing Parking and Business Improvement Area District No. 4 for Fiscal Year 2023-24 including the various programs and assessments associated therewith.

NOW, THEREFORE BE IT RESOLVED as follows:

SECTION 1. The Carpinteria City Council does hereby resolve, determine and order that a Report be prepared by the Downtown "T" Business Advisory Board pursuant to Chapters 3 and 4 of the California Parking and Business Improvement Area Law of 1989, being Part 6 of Division 18 (commencing with Section 36530) of the California Streets and Highways Code, for the fiscal year starting July 1, 2023 and ending June 30, 2024, including programs for the acquisition, construction or maintenance of off-street public parking and such other eligible improvements and business promotion activities, including proposed assessments and boundary adjustments, if any.

PASSED, APPROVED AND ADOPTED this 27th day of March 2023 by the following called vote:

AYES: COUNCIL MEMBER:

NOES: COUNCIL MEMBER:

ABSENT: COUNCIL MEMBER:

ABSTAIN: COUNCILMEMBER:

Mayor, City of Carpinteria

ATTEST:

Brian C. Barrett, CMC, CPMC
City Clerk, City of Carpinteria

I hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of Carpinteria held the 27th day of March 2023.

Brian C. Barrett, CMC, CPMC
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

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ATTACHMENT B

State of Fund Transactions and Financial Condition for the District

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PARKING AND BUSINESS IMPROVEMENT AREA DISTRICT NUMBER 4
STATEMENT OF FUND TRANSACTIONS AND FINANCIAL CONDITION

FUND 210

PARKING AND BUSINESS IMPROVEMENT AREA FUND	ACTUAL 2019-20	ACTUAL 2020-21	ACTUAL 2021-22	BUDGET 2022-23	PROJECTED 2023-24
A. SUMMARY OF FUND TRANSACTIONS:					
Fund Balance; July 1	\$ 62,920	\$ 45,570	\$ 26,962	\$ 14,126	\$ (1,724)
Fiscal Year Revenues	16,228	604	1,953	2,300	14,600
Fiscal Year Expenditures	33,577	19,212	14,789	18,150	12,150
Fund Balance; June 30	45,570	26,962	14,126	(1,724)	726
Revenue Over/(Under) Expense	\$ (17,349)	\$ (18,608)	\$ (12,836)	\$ (15,850)	\$ 2,450
B. BALANCE SHEET, JUNE 30					
ASSETS:					
Cash in Savings	\$ 45,570	\$ 26,962	\$ 14,126	\$ (1,724)	\$ 726
Total Assets	45,570	26,962	14,126	(1,724)	726
LIABILITIES AND FUND BALANCE:					
Accounts Payable	-	-	-	-	-
Fund Balance	45,570	26,962	14,126	(1,724)	726
Total Liabilities & Fund Balance	\$ 45,570	\$ 26,962	\$ 14,126	\$ (1,724)	\$ 726
C. FISCAL YEAR REVENUE DETAIL:					
Use of Money & Property	\$ 2,439	\$ 137	\$ (247)	\$ 100	\$ 100
Assessment General Business District #4 Assessment	\$ 13,789	\$ 467	\$ -	\$ -	\$ 14,500
Parking Lot Assessment	-	-	-	-	-
Transfer In	-	-	2,200	2,200	-
Total Revenues	\$ 16,228	\$ 604	\$ 1,953	\$ 2,300	\$ 14,600
D. FISCAL YEAR EXPENDITURE DETAIL:					
Salaries		5,306	3,704	6,000	-
Marketing Materials	\$ 4,218	\$ 3,592			
Street Maintenance	13,436	4,950	4,800	5,700	5,700
Parking Lot #3 Debt	-	-			
Contract Services			3,671	4,100	4,100
Printing & Advertising	201	-	1,187	1,000	1,000
Dues & Subscriptions		381	625	650	650
Supplies & Materials		747	802	700	700
Equipment/Office Rent & Leases		4,237		-	-
Transfer Out	15,722			-	-
Total Operating Expense	33,577	19,212	14,789	18,150	12,150
Capital Improvements					
Total Capital Outlay Expense	-	-	-	-	-
Total Expenditures	\$ 33,577	\$ 19,212	\$ 14,789	\$ 18,150	\$ 12,150

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ATTACHMENT C
District Boundary Map

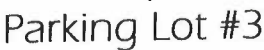
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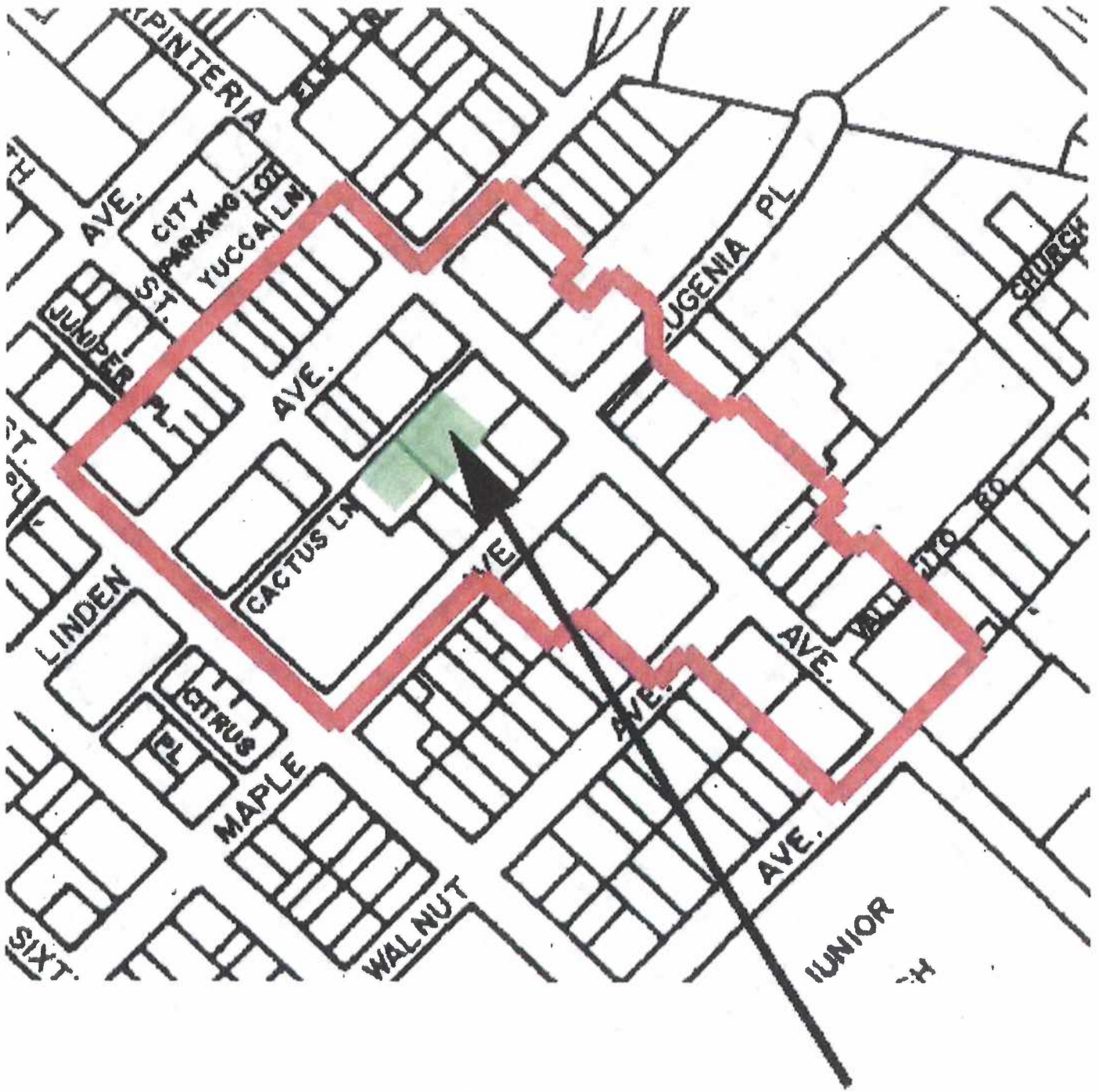
District Boundaries of Carpinteria
Parking and Business Improvement Area
District No. 4



Sub-Area "A"



Sub Area "B"



Sub Area "C"
Parking Lot #2



City of Carpinteria

COUNCIL AGENDA STAFF REPORT March 27, 2023

ITEM FOR COUNCIL CONSIDERATION

Adoption of Resolution No. 6217, Directing the Initiation of Procedures to Continue Winter Protection Berm Assessment District No. 5 for Fiscal Year 2023-24.

STAFF RECOMMENDATION

Adopt the attached Resolution No. 6217, as read by title only, ordering the preparation of a report describing the Winter Protection Berm Program and associated assessment and continue the Winter Protection Berm Assessment District No. 5 for Fiscal Year 2023-24.

Motion: I move to adopt Resolution No. 6217, as read by title only.

BACKGROUND / DISCUSSION

The Winter Protection Berm Assessment District No. 5 (District) was formed by Resolution No. 3061, dated December 14, 1992. The District funds the annual construction and removal of the winter protection berm along Carpinteria City Beach. The annual construction and removal are necessary to provide storm wave and coastal flooding protection to the public and private improvements within the District. The District includes all properties immediately adjacent to Carpinteria City Beach from Linden Avenue to Ash Avenue.

The attached Resolution No. 6217 orders staff to prepare the District report pursuant to Streets and Highways Code 10200 et seq. in which will then be presented at a subsequent public meeting. The preparation of the Engineer's Report is the first step in a process to consider the annual renewal of the District. The District report is scheduled to be heard at the City Council Meeting of April 24, 2023, based on the adoption of Resolution No. 6217.

POLICY CONSISTENCY

The City's winter protection berm is an important public safety project that protects public and private property improvements from winter storm waves along Carpinteria City Beach.

FINANCIAL CONSIDERATIONS

There is no financial analysis included as a part of this staff report.

LEGAL

There are no legal issues presented as a part of this report.

OPTIONS

1. Adopt the attached Resolution No. 6217, as read by title only, ordering the preparation of a report describing the Winter Protection Berm Program and associated assessment and continue the Winter Protection Berm Assessment District No. 5 for Fiscal Year 2023-24.
2. The City Council could choose to not approve the recommendation and direct staff as determined appropriate. However, by omitting this step, the District would not be continued for Fiscal Year 2023-24.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

ATTACHMENTS

Attachment A: Resolution No. 6217

Staff contact:

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

Reviewed by:

Dave Durlinger, City Manager
(805) 755-4400; daved@ci.carpinteria.ca.us


Signature


Signature

ATTACHMENT A

Resolution No. 6217

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RESOLUTION NO. 6217

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA INITIATING PROCEEDINGS FOR THE CONTINUATION OF ASSESSMENT DISTRICT NO. 5.

WHEREAS, The Carpinteria City Council proposes to set the amount of the annual assessment to be collected for fiscal year 2022-23 pursuant to the Municipal Improvement Act of 1913 (section 10000 and following, Streets and Highways Code) for the purpose of constructing the following improvements:

The annual installation and removal of the Carpinteria Beach Winter Protection Berm project located along the entire length of the Carpinteria City Beach between Linden Avenue on the east to Ash Avenue to the west. The annual winter sand berm project benefits the public and private improvements within the District's boundaries by providing a measure of protection from winter ocean waves and ocean flooding, and

WHEREAS, the funds collected by the proposed assessment are specifically to be used for the Assessment District Number Five project costs, in the City of Carpinteria, Santa Barbara County, California and shall be collected from all the benefitting land shown inside the District's boundaries on the map designated, "Assessment Diagram, Assessment District No. 5, City of Carpinteria, Santa Barbara County, California," which map is on file with the City Clerk and is hereby approved.

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1. The Public Works Director of the City of Carpinteria is hereby designated Engineer for the purpose of these proceedings.

SECTION 2. The City Council hereby directs the Public Works Director to prepare and file with the City Clerk a report in accordance with §10204 of the Municipal Improvement Act of 1913, Streets and Highway Code.

SECTION 3. The Report shall be filed with the City Clerk and shall be presented to the City Council for consideration on April 24, 2023, at 5:30 pm or as soon thereafter as the matter may be heard.

PASSED, APPROVED AND ADOPTED on the 27th day of March, 2023, by the following vote:

AYES: COUNCILMEMBER(S):

NOES: COUNCILMEMBER(S):

ABSENT: COUNCILMEMBER(S):

ABSTAIN: COUNCILMEMBER(S):

Mayor, City of Carpinteria

ATTEST:

Brian C. Barrett, CMC, CPMC
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 27, 2023.

Brian C. Barrett, CMC, CPMC
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

COUNCIL AGENDA STAFF REPORT March 27, 2023

ITEM FOR COUNCIL CONSIDERATION

Agreement with Rogers Anderson Malody & Scott, LLP for auditing services.

STAFF RECOMMENDATION

Authorize the City Manager to execute the Agreement with Rogers Anderson Malody & Scott, LLP for auditing services in an amount not to exceed \$195,020.

Sample Motion: I move to authorize the City Manager to execute the Agreement with Rogers Anderson Malody & Scott, LLP for auditing services in an amount not-to-exceed \$195,020. *(Requires a roll call vote)*

BACKGROUND

Government Finance Officers Association (GFOA) recommends that cities review their auditing services contracts every five years and use a competitive process for the procurement of those services.

DISCUSSION

The City last went out for auditing services in 2019 and issued a contract with the City's current auditors, Moss, Levy & Hartzheim, Certified Public Accountants (CPA) on August 12, 2019 to provide auditing services to the City for the fiscal years ended June 30, 2019 to June 30, 2021 with two additional one-year options for the fiscal years ended June 30, 2022 and June 30, 2023. City staff elected not to exercise the final one-year option for auditing services for the fiscal year ended June 30, 2023.

On January 11, 2023, City staff issued a Request for Proposal (RFP) for Auditing Services. Four CPA firms provided proposals for Auditing Services by the deadline. Those four firms were:

- Badawi and Associates, CPA (Berkeley, CA)
- Eadie and Payne, LLP (Riverside, CA)

- Rogers Anderson Malody & Scott, LLP (San Bernardino, CA)
- The Pun Group (Santa Ana, CA)

Staff reviewed the proposals and took into consideration total cost of the audit, proposed audit firm staff, audit firm staff time on the audit, location of the audit firm, and the audit firm's experience with municipal audits as summarized on the following table:

Audit Firm	Badawi and Associates	Eadie and Payne, LLP	Rogers Anderson Malody & Scott, LLP	The Pun Group
Location	Berkeley, CA	Riverside, CA	San Bernardino, CA	Santa Ana, CA
Annual Audit Fee for the fiscal year ended June 30, ¹				
2023	\$ 29,940	\$ 38,880	\$ 39,580	\$ 43,000
2024	30,840	39,760	39,580	44,290
2025	31,770	40,670	40,860	45,619
Total for 3-Years	92,550	119,310	120,020	132,909
2026	31,770	42,070	36,860	46,987
2027	31,770	43,280	38,140	48,397
Total with Options	\$ 156,090	\$ 204,660	\$ 195,020	\$ 228,293
Staffing for Audit				
Partner	1	1	1	1
Manager	1		1	1
Senior/Supervisor	1	2	1	1
Staff	2	As Needed	As Needed	As Needed
Clerical	As Needed	As Needed	As Needed	As Needed
Total Proposed Hours	323	275	268	340

¹ - Rogers Andersons Malody & Scott, LLP fiscal years June 30, 2023 to June 30, 2025 includes an additional \$4,000 from contract for projected additional major program testing as part of Single Audit

After review, staff is recommending the selection of Rogers Anderson Malody & Scott, LLP to perform audit services for the City for the fiscal years ended June 30, 2023 to June 30, 2025 with City options to audit the fiscal years ended June 30, 2026 and June 30, 2027.

Total proposed cost for auditing services for the initial three year term of the contract is \$120,020. Adding the two one-year options of \$36,860 and \$38,140, the total cost for five years of auditing services is \$195,020.

On March 3, 2023, staff met with the City Council Finance/Budget Committee to go over the proposals received and staff's recommendation for selection for Auditing Services. The City Council Finance/Budget Committee unanimously voted to recommend Rogers Anderson Malody & Scott, LLP to the City Council.

POLICY CONSISTENCY

The agreement can be found consistent with the City's interest in complying with state law; Assembly Bill 1345 section 12410.6 (b) to Government Code regarding auditor rotation requirements of public accounting firms providing auditing services to local agencies.

FINANCIAL CONSIDERATIONS

Funds for fiscal year 2022-23 auditing services of \$39,580 are included in the General Fund Account No. 101-201-5210. Audit costs in the future fiscal years will be appropriated through the budget process.

LEGAL AND RISK MANAGEMENT

The proposed agreement uses the City's standard professional services agreement that has been vetted by the City Attorney's Office as to form.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

ATTACHMENTS

Attachment A: Proposal from Rogers, Anderson, Malody & Scott, LLP
Attachment B: Agreement with Rogers, Anderson, Malody & Scott, LLP

REFERENCE MATERIALS – AVAILABLE FOR REVIEW AT CITY HALL

Proposal from Badawi and Associates, CPA
Proposal from Eadie and Payne, LLP
Proposal from The Pun Group

Staff contact:
Gilbert Punsalan, Finance Manager
gilbertp@carpinteriaca.gov; (805) 880-3406

Licette Maldonado, Administrative Finance Director
licettem@carpinteriaca.gov; (805) 755-4448

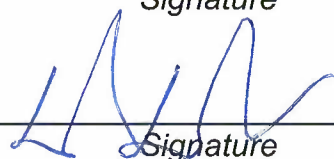
Reviewed by:
Dave Durflinger, City Manager
daved@carpinteriaca.gov; (805) 755-4400



Signature



Signature



Signature

Attachment A
Proposal from Rogers, Anderson, Malody & Scott LLP



ROGERS, ANDERSON, MALODY & SCOTT, LLP
CERTIFIED PUBLIC ACCOUNTANTS, SINCE 1948

FEBRUARY 10, 2023

CITY OF CARPINTERIA

TECHNICAL PROPOSAL

PROFESSIONAL AUDITING SERVICES

FOR THE FISCAL YEARS ENDING JUNE 30, 2023, 2024 AND 2025
(WITH THE OPTION OF TWO ADDITIONAL FISCAL YEARS)

CONTACT PERSONS:
TERRY SHEA, CPA
terry@ramscpa.net

GARDENYA DURAN, CPA, CGMA
gduran@ramscpa.net

909.889.0871

PREPARED BY
ROGERS ANDERSON MALODY & SCOTT, LLP
735 E Carnegie Drive, Suite 100
San Bernardino, CA 92408

LICENSE #2596
FEIN 95-2662063

CITY OF CARPINTERIA

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

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Attachment A: Government clients served



ROGERS, ANDERSON, MALODY & SCOTT, LLP
CERTIFIED PUBLIC ACCOUNTANTS, SINCE 1948

February 10, 2023

735 E. Carnegie Dr. Suite 100
San Bernardino, CA 92408
909 889 0871 T
909 889 5361 F
ramscpa.net

City of Carpinteria
505 Forest Avenue
Laguna Beach, CA 92651

PARTNERS

Terry P. Shea, CPA
Scott W. Manno, CPA, CGMA
Leena Shanbhag, CPA, MST, CGMA
Bradferd A. Welebir, CPA, MBA, CGMA
Jenny W. Liu, CPA, MST
Brenda L. Odle, CPA, MST (Partner Emeritus)

MANAGERS / STAFF

Gardenya Duran, CPA, CGMA
Brianna Schultz, CPA, CGMA
Seong-Hyea Lee, CPA, MBA
Evelyn Morentin-Barcena, CPA
Veronica Hernandez, CPA
Laura Arvizu, CPA
Xinlu Zoe Zhang, CPA, MSA
John Maldonado, CPA, MSA
Julia Rodriguez Fuentes, CPA, MSA
Demi Hite, CPA
Jeffrey McKennan, CPA

MEMBERS

American Institute of
Certified Public Accountants

*PCPS The AICPA Alliance
for CPA Firms*

*Governmental Audit
Quality Center*

California Society of
Certified Public Accountants



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Dear Evaluation Committee:

We are pleased to respond, on behalf of Rogers, Anderson, Malody & Scott, LLP, (RAMS) to your request for a proposal regarding professional auditing services. As a recognized industry leader and innovator, our goal for the past 74 years has been to provide honest, objective and high-quality results to all our clients, including governmental organizations such as yours. Our success in these efforts is witnessed by the continued organic growth of our firm and our list of long-term clients, some we have served for over 20 years.

At RAMS, we are committed to achieving the highest quality audit possible. We understand the complexity of performing governmental audits and that is why we have a *dedicated team of auditors* that possess the specialized knowledge and experience to help ensure our audits are planned and executed in a way that maximizes audit efficiency and effectiveness and provides you the highest quality services.

We are aware that the City of Carpinteria will be reviewing other proposals during this process, but we believe that RAMS would be an exceptional choice for the audit for the following reasons. Our firm:

- Utilizes *Teammate Analytics*, a suite of more than 200 Computer Aided Audit Tools (CAATs). This software empowers our audit teams with the ability to perform powerful, meaningful data analysis which builds upon our other robust, substantive audit procedures. This value-added service also helps to identify specific transactions or amounts which may be indicative of fraud.
- Performs an intelligent, risk-based audit (using our CAAT) which enables us to focus on key audit areas allowing us to become more efficient resulting in a higher quality audit at a reasonable fee.
- Currently provides auditing services to over 70 governmental agencies and not-for-profit organizations, including over 30 cities, most of which have enterprise activities and over 35 special districts.
- Developed a comprehensive remote working environment for our audits. All our staff currently have the tools for working remotely in an effective and efficient manner allowing us to still provide a quality audit. Our ultimate goal is to continue to meet your needs, but in a safe environment.
- Has an established reputation in the governmental and not-for-profit accounting and auditing community for providing excellent, timely service with high quality reporting to our clients.
- Is committed to helping you meet all reporting/auditing deadlines, resolving any issues encountered during your audit (e.g., accounting or auditing, new pronouncements, etc.), and providing you with quality audit services.

- Understands the audit process can be a stressful experience for you and your staff; we understand that you will have other commitments and your regular workloads during the audit. We make every effort to ensure the audit process, from the interim fieldwork to the preparation of any required financial reports, will be as trouble-free as possible for you and your staff. We accomplish this by comprehensively planning the audit and utilizing our staff and audit technologies in the most efficient and effective manner while keeping disruptions and miscommunications to a minimum.
- Has audit team members that are personable and easy to work with, yet still focused on the audit. Through open and responsive communication with all parties involved in the audit process, we work to have the most efficient audit possible by minimizing operational distractions of your staff, while maximizing quality service.
- Has an extensive internal quality control review process to ensure your financial reports meet the highest standards. In addition to the preparation of financial reports by the engagement team and reviewed by the engagement manager, *each report is also examined by 2 partners and at least 1 professional proofreader.*
- Has assisted many of our clients with the preparation of their Annual Comprehensive Financial Reports, and all our clients that have submitted their reports for the Government Finance Officers Association (GFOA) or California Society of Municipal Finance Officers (CSMFO) awards have received the awards. Our participation as a GFOA reviewer also indirectly benefits our clients in the quality review process.
- Believes that our fee estimate provides a fair and reasonable investment, commensurate with level of service provided and the experience of the audit team members. While we may not be the lowest bidder, that is not our objective. We focus on delivering the best value and price our prospective engagements accordingly.
- Is a local Southern California firm. All our employees live, work, and shop in the region, allowing our local cities to benefit from our sales and property taxes.

As you will see from our proposal, it was prepared in a clear, concise and simple manner in accordance with the request for proposal. We feel our firm, staff and reputation as a leader in governmental auditing exceeds the need for the excess information you may see in other proposals.

Rogers, Anderson, Malody & Scott, LLP is properly licensed to practice in California, including all the assigned professional staff to the engagement. Mr. Shea, Partner, and Mrs. Duran, Partner, are authorized to represent the firm, are empowered to submit the bid and authorized to sign a contract with the City. We understand the work to be done as listed in the section of this proposal titled *Services to be provided*. In addition, we will be committed to meeting any agreed upon time frames. This proposal is a firm and irrevocable offer for fiscal years 2022-23, 2023-24 and 2024-25.

We can be reached at: 735 E. Carnegie Drive, Suite 100, San Bernardino, CA 92408, (909) 889-0871, terry@ramscpa.net or gduran@ramscpa.net.

Thank you for the opportunity to present our proposal to the City. We will be committed to exceeding your expectations of an auditor and believe this proposal provides you with information about our firm, the service team members and our customized audit approach. We look forward to having a long and mutually beneficial relationship with the City. Please feel free to contact us if you have any questions regarding this proposal.

Respectfully yours,

ROGERS, ANDERSON, MALODY & SCOTT, LLP



Terry Shea, CPA
Partner

CITY OF CARPINTERIA

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

License to practice

Rogers, Anderson, Malody & Scott, LLP is licensed to practice in the State of California. Our key professional staff, which includes the partners, managers, and supervisors, are all certified public accountants licensed to practice in the State of California and follow all applicable Board of Accountancy standards.

Independence

Rogers, Anderson, Malody & Scott, LLP is independent of the City and any component units, as defined by general standard number two of the generally accepted auditing standards, and by the second general standard for government auditing in the U.S. Government Accountability Office's *Government Auditing Standards*.

We have not had any professional relationships with the City within the past five (5) years.

Firm qualifications and experience

About our firm

We are a local firm founded in 1948 and located at 735 E. Carnegie Drive, Suite 100, San Bernardino, California. We provide a full range of services as expected of a full-service accounting firm. We are one of the



oldest, most trusted and respected CPA firms in Southern California, with over 74 years of public practice experience, specializing in governmental agency and not-for-profit organization auditing, accounting, and management advisory services. Over *sixteen thousand hours per year* are devoted to this area of our practice, which includes cities, redevelopment successor agencies, water districts, other special districts, not-for-profit corporations, and joint power authorities. We do not use our government accounting and auditing practice as "fill work" for the firm, it is one of our primary focuses thus allowing us to provide quality services to local governments.

We understand your desire to engage auditors that have a thorough understanding of the ever-changing complex accounting and compliance issues confronting governments today. Our firm has an extensive history of governmental accounting and auditing. During that time, we have gained valuable experience, acquired an in-depth knowledge of, and obtained the technical expertise needed to perform high quality governmental audits. This expertise has enabled us to provide exceptional, high-quality service and to provide solutions at fees we feel represent our value to our clients. In addition, we use our participation in various industry associations to continuously update our knowledge with respect to issues relating to governmental accounting, auditing, and operations. Any insight we gain is immediately passed on to our clients if we feel they will benefit from it.

Our firm has a total staff of forty-four people, which includes sixteen certified public accountants. The staff consists of seven partners, five managers, ten supervisors/senior accountants, seventeen staff accountants, and five support staff. The audit staff consists of twenty-one members who devote over 80% of their time to municipal engagements. The engagement team assigned to the City's engagement will consist of the following full-time staff: one audit partner, one audit manager, one audit supervisor, and two to three senior/staff auditors. All personnel are out of our San Bernardino office.

CITY OF CARPINTERIA

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Firm qualifications and experience (continued)

Range of services

Our firm provides various other services in addition to auditing services to governmental entities, including:

- SB 341 compliance (Successor Agencies)
- Internal control agreed upon procedures
- Finance director and accounting support services
- Study and evaluation of financial condition and fiscal policies
- Transient Occupancy Tax agreed upon procedures
- Franchise (refuse, cable) agreed upon procedures
- Accounting policies and procedures
- Cash management studies
- Financing and public bond offering assistance
- Franchise agreement assistance (ambulance, cable, television, refuse, etc.)

In addition, the firm provides accounting, auditing, attest, and consulting services to for profit and not-for-profit entities. We also provide tax preparation and tax consulting services to individuals, corporations, and partnerships. **We provide our municipal audit clients tax consultation at no extra charge.**

Governmental Audit Quality Center

As a member of the American Institute of CPAs *Governmental Audit Quality Center* (Center), we are committed to adhering to the highest quality standards by voluntarily agreeing to the Center membership requirements, which include designating a partner responsible for the quality of our governmental audit practice, establishing quality control programs, performing annual internal inspection procedures, and making our peer review report findings publicly available. At RAMS, our goal is to continue to enhance our quality initiatives within our governmental audit practice to deliver the highest quality audit services possible.

In addition, the *Governmental Audit Quality Center* provides access to comprehensive resources that will assist us in further enhancing the quality of your audit. The Center membership provides us with timely information on a variety of technical, legislative, and regulatory subjects that we can in turn apply to your audit to help ensure compliance with the appropriate standards and changes in regulations which we pass on to our clients.

Housing Authority and Successor Agency experience

Over the past five fiscal years, the firm has audited the Housing Authorities and Successor Agencies for the following entities:

City of South Pasadena
City of Thousand Oaks
City of San Marcos
City of San Dimas
City of Lawndale
City of Sierra Madre
City of El Cajon
Town of Yucca Valley
City of Loma Linda

City of San Bernardino
City of La Verne
City of San Jacinto
City of Twentynine Palms
City of La Mesa
City of Imperial Beach
City of Hawthorne
City of Beaumont
City of Claremont

CITY OF CARPINTERIA

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Firm qualifications and experience (continued)

Single audit experience

Most of our municipal clients, and some of our other governmental and not-for-profit clients, have been subject to an audit in accordance with *Uniform Guidance*. We recently performed single audits for the following entities:

Elsinore Valley Muni. Water District	City of San Bernardino
City of El Cajon	City of La Mesa
City of San Marcos	City of Thousand Oaks
City of Beaumont	City of Twentynine Palms
City of Menifee	City of Woodlake
City of Exeter	City of Live Oak
City of La Verne	City of Hawthorne

Our specialized Single Audits Team is led by Managers and Supervisors with Intermediate and Advanced Single Audit Certifications issued by the AICPA guaranteeing a successful and thorough engagement.

ACFR preparation

We have extensive experience in the preparation of Annual Comprehensive Financial Reports (ACFR). For the fiscal years ended June 30, 2020 and 2021, our staff prepared over 20 ACFR's, with each entity receiving the Certificate of Achievement for Excellence in Financial Reporting from the GFOA. For the fiscal year ended June 30, 2022, again, our staff prepared 29 ACFR's for our clients for submittal to the GFOA. In addition, we have helped many cities and special districts develop their first year's report for submittal. Two of our audit partners and four of our supervisory staff are technical reviewers for the GFOA award program. **In addition, we review all the ACFR's for compliance with the GFOA certificate program checklist, as well as addressing any prior year comments, if applicable, to insure they have been addressed.**

Engagement quality control

We have an extensive internal quality control review process to ensure your audit meets the highest standards. In addition to the preparation of financial reports by a senior member of the engagement team, each report is reviewed by the engagement manager/supervisor and then is examined by the engagement partner. Subsequently, a technical review is then performed by the engagement Quality Control partner along with being proofread by at least one professional staff. In addition, all audit workpapers are reviewed by the in-charge auditor and the partner in-charge of the engagement.

Equal Opportunity Employer

Our firm is an equal opportunity employer and is committed to providing employment opportunities to all qualified persons regardless of race, color, sex, religion, national origin or handicap. Our staff represents a wide range of cultures and ethnic backgrounds. We provide opportunities for advancement for all staff based on ability, skill and desire to advance.

CITY OF CARPINTERIA

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Firm qualifications and experience (continued)

External quality control review

As a member of the AICPA Private Companies Practice Section, our firm has participated in the "Peer Review" program since 1993 and has been examined every three years since that date by an outside, independent firm of certified public accountants. Participation in this program ensures that our engagements, firm policies, and audit procedures meet the standards of the AICPA, the Yellow Book, and the California State Board of Accountancy. Throughout our participation in this program, *the firm has only received pass ratings from the peer reviewers.*

During each review, an independent firm reviews our policies and procedures and then inspects a representative sample of engagement workpapers and reports, including governmental entities and engagements subject to the *Uniform Guidance*. For the year ended November 30, 2020, our firm received a rating of *pass* which indicates our auditing practice is suitably designed and complied with to provide reasonable assurance of performing and reporting in conformity with applicable standards. The results provide confirmation that the custom audit approach and procedures we use are technically sound and in compliance with applicable standards.

Disciplinary action

The firm **has never** had any disciplinary action taken or pending against it with state regulatory bodies or professional organizations, nor has it ever had any pending or settled litigation, civil or criminal investigations. In addition, we are not aware of any federal or state desk reviews or field reviews of its audits during the last three years.

Our firm does not have a record of substandard work.

In addition to the external quality control review, our firm performs in-house monitoring procedures, which mirror the outside peer review procedures, over our audit and attest engagements annually.

Grant Bennett Associates

A PROFESSIONAL CORPORATION

Report on the Firm's System of Quality Control

June 4, 2021

To the Partners of Rogers, Anderson, Malody & Scott, LLP, and the Peer Review Committee of the California Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Rogers, Anderson, Malody & Scott, LLP (the firm) in effect for the year ended November 30, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act, and an audit of an employee benefit plan.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Rogers, Anderson, Malody & Scott, LLP in effect for the year ended November 30, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Rogers, Anderson, Malody & Scott, LLP has received a peer review rating of *pass*.

GRANT BENNETT ASSOCIATES
A PROFESSIONAL CORPORATION
Certified Public Accountants



10850 Gold Center Drive, Suite 260
Rancho Cordova, CA 95670
916/922-5109 FAX 916/641-5200

Princetonville, HI 96722
888/769-7323

CITY OF CARPINTERIA

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Partner, supervisory, and staff qualifications and experience

The quality of service you receive is dependent on the capabilities of the individuals assigned to the engagement, and the manner in which those personnel resources are organized to efficiently focus their abilities on providing you with the requested audit services. These professionals are highly trained and knowledgeable and have a thorough understanding of the environment in which governmental and not-for-profit entities operate. This experience is a critical component in providing the City with an effective and efficient audit.

Our engagement team will provide significant experience coupled with an extensive, practical understanding of governmental accounting and auditing along with a broad business perspective. Each member will have access to a wide range of technical resources and knowledge bases which will enable them to provide the City with practical observations and effective solutions.

Below is our proposed organizational chart for the audit:



CITY OF CARPINTERIA

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Partner, supervisory, and staff qualifications and experience (continued)

Partner and supervisory staff involvement

All partners and supervisory staff are working professionals and are actively and continually involved in all aspects of their engagements. We believe that partner and supervisory staff involvement in all areas of the audit is a key aspect of the overall audit process. This involvement includes being on-site for interim and year-end fieldwork, thus facilitating a proper, efficient, and effective audit, with minimal disruption of your staff. In addition, the time spent on-site by the partners and supervisory staff ensures they gain an understanding of the entire City's accounting processes and procedures. This understanding will enable them to evaluate and develop opportunities for efficiency, as well as offer practical and functional advice for improving your accounting processes and procedures.

All professionals on this engagement have worked on audits similar in nature to the City's, therefore, the City will not have to train our engagement team.

Staff continuity

Continuity of audit staff is a principal concern with our firm. In order to retain our staff, we offer extremely competitive wages, opportunities for advancement, generous medical packages, a retirement plan, bonus opportunities, as well as educational benefits. Even with the benefits we provide, we realize we may lose staff at any given time. Knowing this, we plan to provide staff continuity from year to year, which is in the best interest of the City and our firm. Continuity ensures an orderly, efficient, and less disruptive audit experience. Since we cannot guarantee staff will remain with us, principal supervisory and management staff, including engagement partners, managers, other supervisory staff, and specialists, may be changed if those personnel leave the firm or are promoted. **However, the City reserves the right to accept or reject replacements.**

We believe that due to the significant involvement of the partners on all our engagements, any staff transition would have a minimal effect on the audit efficiency and effectiveness of subsequent years.

Continuing professional education

Our team of auditor specialists stays current in this highly technical practice area by adhering to, and typically exceeding, the continuing professional education requirements of *Government Auditing Standards* as well as the State Board of Accountancy guidelines. All professionals at our firm participate in continuing professional education (CPE) programs, which are sponsored by various organizations including the Government Finance Officers Association, the American Institute of Certified Public Accountants, the California State Society of Certified Public Accountants, the California Society of Municipal Finance Officers and the Association of Government Accountants. Participation in these programs helps us to ensure that our clients are serviced with the best trained and most proficient government auditors and accountants available. In addition, we periodically provide in-house training taught by our partners and senior level staff using published resources. All staff are required to attend fraud and ethics training. It is our goal to provide our professional staff continuing education which exceeds the minimum standard of 80 hours over two years.

In accordance with our firm's Quality Control document and *Government Auditing Standards* (GAS), all staff members who work on audits subject to GAS are required to complete CPE in accordance with GAS standards which require 24 hours directly related to governmental accounting and auditing.

In addition to the required CPE, we also use the following to increase our technical knowledge: view the Governmental Audit Quality Center Annual Webcast Update and other relevant seminars and review monthly publications from the AICPA, the GFOA, and various other resources. We also attend conferences and seminars sponsored by the GFOA, California Society of Municipal Finance Officers, California State Society of Certified Public Accountants and the California Special Districts Association.

CITY OF CARPINTERIA

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Partner, supervisory, and staff qualifications and experience (continued)

Assigned personnel

It is our goal to provide you with capable, competent, and personable individuals who offer an extensive background, not only in governmental accounting and auditing, but also in general business practices. By doing so, it allows us to offer practical solutions, as well as provide technical support. This enables you to stay at the forefront of governmental accounting and provides you with the support you need in dealing with the complex issues confronting entities such as yours.

In addition, our engagement team has the managerial and supervisory experience to provide the City with a comprehensive audit of the highest quality, while still focusing on personal service. The resumes of the key engagement personnel assigned to the audit are presented below. The following individuals will be assigned to the engagement for the entire contract period (see staff *Continuity section* of this proposal):

Terry Shea, CPA - Partner, Engagement Partner

Terry is a municipal audit partner with the firm and will be the engagement partner. He is licensed to practice as a certified public accountant in the State of California. He has been in public accounting for over 40 years specializing in serving local governments such as yours. As the engagement partner, he will be responsible for overall engagement quality, as well as ensuring that the engagement is performed in the most effective and efficient manner. Terry will directly oversee all engagement staff while assisting in planning and performing the engagement, as well as reviewing all work-papers prepared during the engagement, in addition to all required reports. Terry is a working partner and will be actively and continually involved in all aspects of the engagement.

Gardenya Duran, CPA, CGMA - Partner, Concurring Partner

Gardenya is also a municipal audit partner with the firm. She is licensed to practice as a certified public accountant in the State of California. Gardenya has over 12 years of public accounting experience and has provided accounting, auditing, and consulting services for municipalities, special districts, water agencies, and various not-for-profit organizations. As the concurring partner Gardenya will work directly with Terry in planning and performing the engagement. In addition, he will provide technical consultation for the engagement team.

Scott W. Manno, CPA, CGMA - Partner, Quality Control Reviewer

Scott will be the Quality Control Reviewer. He is licensed to practice as a certified public accountant in the State of California. He has over 25 years of practical, governmental accounting and auditing experience. Scott will be responsible for the final quality control review of all released opinions and related reports.

Evelyn Morentin-Barcena, CPA - Engagement Manager

Evelyn is a manager with the firm and is licensed to practice as a certified public accountant in the State of California. Evelyn has over 7 years' experience in providing accounting and auditing services for municipalities, special districts and various nonprofit organizations. As the engagement manager, she will work directly with the audit in-charge and partner, while supervising the engagement team during all phases of the engagement. In conjunction with the audit in-charge, she will also oversee the preparation of any required reports.

CITY OF CARPINTERIA

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Partner, supervisory, and staff qualifications and experience (continued)

Demi Hite, CPA - Audit Senior

Demi is an Audit Senior with the firm. She is licensed to practice as a certified public accountant in the State of California. Demi has over 4 years' experience in providing accounting and auditing services for municipalities, special districts and various nonprofit organizations. As an audit supervisor, she will work closely with the engagement partner and manager and be responsible for planning the audit, supervising the staff assigned to the engagement, and performing reviews of all work-papers prepared for the engagement. In addition, she will also be responsible for the preparation of any required reports.

Staff level accountants

All staff accountants employed by us and working on governmental audits are qualified to perform such audits. Prior to "audit season", our staff are subject to a rigorous training regimen in which we go over all aspects of our audit process and audit programs ensuring staff members have a solid foundation prior to starting fieldwork. Each staff member is encouraged to take on increased responsibility for engagements previously worked on. This enables our staff to grow on each engagement and allows them to continue to gain the skills and knowledge required to perform the audits.

In summary, we want to emphasize the credentials of the above professionals who will be directly responsible for the quality of service that you will receive. Additionally, our audit team has another attribute that is very important, even though it is intangible -- the professionals assigned to the audits have previously worked together as a multi-disciplined team, thus ensuring a smooth, efficient, and effective audit. We are committed to allocating the necessary resources to ensure that we provide continuity of personnel throughout the term of our relationship with the City.

Full engagement team resumes are provided as follows.

CITY OF CARPINTERIA

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Partner, supervisory, and staff qualifications and experience (continued)

Engagement team resumes



Terry P. Shea, CPA
Engagement Partner

Professional experience

Mr. Shea began his career with Thomas, Byrne and Smith in 1981. He spent five years with the firm primarily working on audits of municipalities, special districts, redevelopment and other governmental agencies. He joined Rogers, Anderson, Malody & Scott, LLP in 1987 where he has completed governmental audits including municipalities and provided financial consulting services for various cities.

Education/licenses

Bachelor of Arts – California State University, Fullerton
Certified Public Accountant – State of California

Related professional experience

Partial listing of relevant governmental agencies served (*includes enterprise fund accounting):

City of La Mesa*
City of San Jacinto*
City of Indian Wells
City of Norco
City of Poway

City of Loma Linda*
City of El Cajon*
City of Corona*
City of Goleta
City of Menifee

City of Dan Point*
City of Palm Desert*
City of Coachella
City of Redondo Beach
City of Aliso Viejo

City of Grand Terrace*
City of 29 Palms
City of Fillmore*
City of Indio*
City of Fontana*

Mr. Shea served as the Interim Finance Director for the City of Perris from July 1998 to October 2001. He currently serves as the Contract Finance Director for one Riverside County city and one Los Angeles County city.

Continuing professional education

Mr. Shea has completed over 120 hours of continuing professional education courses in the past three years, of which, the following select courses are relevant to this engagement:

- ◆ Foundations in Governmental Accounting
- ◆ Governmental and Not-for-Profit Conference
- ◆ Governmental Auditing Skills
- ◆ Audits of State and Local Governments

Professional affiliations

Mr. Shea is a member of the following professional organizations:

- ◆ American Institute of Certified Public Accountants (AICPA)
 - ◆ California Society of Certified Public Accountants (CalCPA)
 - ◆ Government Finance Officers Association (GFOA)
- California Society of Municipal Finance Officers (CSMFO)

CITY OF CARPINTERIA

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Partner, supervisory, and staff qualifications and experience (continued)



Scott W. Manno, CPA, CGMA
Quality Control Partner

Professional experience

Mr. Manno began his career with Thomas, Bigbie and Smith in 1995 after serving in the United States Army. He spent six years with the firm primarily working on audits of municipalities, special districts and redevelopment agencies as well as various not-for-profit organizations. He joined Rogers, Anderson, Malody & Scott, LLP in July 2001. Currently, Mr. Manno serves as a technical reviewer for the GFOA ACFR Award program. Since 2010, Mr. Manno has been serving as a technical volunteer on the California Special Districts Association Audit Committee and is also on the Association's fiscal committee providing accounting and fiscal program guidance. Also, Mr. Manno has done presentations on fraud.

In addition, he is part of the California State Society of Certified Public Accountants Governmental Accounting and Auditing Committee which meets periodically to discuss current events, pronouncements, etc.

Education/licenses

Bachelor of Science, Business Administration – California State University, San Bernardino
Certified Public Accountant – State of California
Chartered Global Management Accountant – American Institute of Certified Public Accountants

Related professional experience

Partial listing of relevant governmental agencies served (*includes enterprise fund accounting):

City of El Cajon*	Town of Yucca Valley	City of La Mesa*	City of La Verne
City of Sierra Madre*	City of Fillmore*	City of Chino*	City of 29 Palms
City of Moreno Valley*	City of Beaumont*	City of San Marcos*	City of Loma Linda*
City of Claremont	City of Perris*	City of Exeter*	City of Woodlake*
City of San Jacinto*	City of Menifee	City of Rolling Hills Est.	City of Poway*

Mr. Manno has completed over 170 hours of continuing professional education courses over the past three years of which the following select courses are relevant to this engagement:

- ◆ Audits of State and Local Governments
- ◆ Government Accounting and Auditing Update
- ◆ OMB Supplement Addendum and Latest Covid-19

Professional affiliations

Mr. Manno is a member of the following organizations:

- ◆ American Institute of Certified Public Accountants (AICPA)
- ◆ California Society of Certified Public Accountants (CalCPA)
- ◆ Association of Government Accountants (AGA)
- ◆ Association of Certified Fraud Examiners (ACFE)
- ◆ Government Finance Officers Association (GFOA)
- ◆ California Special Districts Association (CSDA)
- ◆ California Society of Municipal Finance Officers (CSMFO)

CITY OF CARPINTERIA

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Partner, supervisory, and staff qualifications and experience (continued)



Gardenya Duran, CPA, CGMA
Concurring Partner

Professional experience

Mrs. Duran joined Rogers, Anderson, Malody & Scott, LLP in June 2010. She works primarily on audits of governmental agencies, small to mid-sized businesses, and nonprofit organizations. Currently, Mrs. Duran serves as a technical reviewer for the GFOA ACFR Award program. Prior to joining our firm, she was an Information Systems Technician in the U.S. Navy for nine years.

Education/licenses

Bachelor of Science – California State University, San Bernardino
Certified Public Accountant – State of California
Chartered Global Management Accountant – American Institute of Certified Public Accountants

Related professional experience

Partial listing of relevant governmental agencies served (*includes enterprise fund accounting):

City of Hawthorne*
City of Poway*
City of Canyon Lake
City of La Mesa

City of El Cajon*
City of San Jacinto*
City of San Marcos*
City of Thousand Oaks*

City of Aliso Viejo
City of San Bernardino
City of Redondo Beach*
City of Claremont*

City of Capitola
City of S. Pasadena
City of West Covina*

Continuing professional education

Mrs. Duran has completed 120 hours of continuing professional education courses in the past three years of which the following select courses are relevant to this engagement:

- ◆ Thomson Reuters, *Audits of State and Local Governments*
- ◆ American Institute of Certified Public Accountants, *Foundations in Governmental Accounting*
- ◆ California Society of CPAs Education Foundation, *Governmental Accounting and Auditing Update*
- ◆ American Institute of Certified Public Accountants, *Applying A-133 to Nonprofit and Governmental Organizations*

Professional affiliations

Mrs. Duran is a member of the following professional organizations:

- ◆ American Institute of Certified Public Accountants (AICPA)
- ◆ California Society of Certified Public Accountants (CalCPA)
- ◆ Government Finance Officers Association (GFOA)
- ◆ California Society of Municipal Finance Officers (CSMFO)

CITY OF CARPINTERIA

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Partner, supervisory, and staff qualifications and experience (continued)

Evelyn Morentin-Barcena, CPA
Audit Manager



Professional Experience

Evelyn is an Audit Supervisor with the firm. She has over 7 years' experience in providing accounting and auditing services for municipalities, special districts and various nonprofit organizations. As an audit supervisor, she will work closely with the engagement partner and manager and be responsible for planning the audit, supervising the staff assigned to the engagement, and performing reviews of all workpapers prepared for the engagement. In addition, she will also be responsible for the preparation of any required reports. Currently, Evelyn serves as a technical reviewer for the GFOA ACFR Award program.

Education

Bachelor of Science – California State University, San Bernardino
Certified Public Accountant – State of California
Intermediate Single Audit Certificate – AICPA

Related professional experience

Partial listing of relevant governmental agencies served (*includes enterprise fund accounting):

City of Menifee	City of Thousand Oaks*	City of San Jacinto*	City of San Marcos*
City of Calabasas*	Town of Yucca Valley	City of San Bernardino	City of Rosemead
City of La Verne*	City of Loma Linda*	City of South Pasadena*	Town of Windsor*
City of 29 Palms	City of Lawndale	City of Live Oak*	City of Hawthorne*

Continuing Professional Education

Ms. Morentin-Barcena has completed over 120 hours of continuing professional education courses over the past two years of which the following select courses are relevant to this engagement:

- ◆ 2022 Compliance Supplement and Single Audit Update
- ◆ SLFRF Final Rule Briefing
- ◆ GASB Update

Professional affiliations

Ms. Morentin-Barcena is a member of the following professional organizations:

- ◆ American Institute of Certified Public Accountants (AICPA)
- ◆ California Society of Certified Public Accountants (CalCPA)
- ◆ Government Finance Officers Association (GFOA)
- ◆ California Society of Municipal Finance Officers (CSMFO)

CITY OF CARPINTERIA

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Partner, supervisory, and staff qualifications and experience (continued)

Demi Hite, CPA
Audit Senior



Professional Experience

Mrs. Hite has over two years of experience in providing accounting and auditing services for municipalities, special districts and various not-for-profit organizations. As an audit senior, she will work closely with the engagement partner and manager and be responsible for planning the audit, supervising the staff assigned to the engagement, and performing reviews of all work-papers prepared for the engagement. In addition, she will also be responsible for the preparation of any required reports.

Education

Bachelor of Arts in Business Administration from California State University, San Bernardino
Certified Public Accountant – State of California

Related Professional Experience

Partial listing of relevant governmental agencies served (*includes enterprise fund accounting):

Valley Water Company	City of San Bernardino*
Beaumont Cherry Valley Water District	San Bernardino International Airport Authority
City of Rolling Hills Estates	March Joint Powers Authority*
Mission Springs Water District	City of La Verne

Continuing Professional Education

Mrs. Hite has completed the following select courses that are relevant to this engagement:

- ◆ Intermediate Governmental Accounting
- ◆ Discover GFOA Best Practices
- ◆ Critical Concepts of Accounting for Capital Assets

Professional Affiliations

Mrs. Hite is a member of the following organizations:

- ◆ American Institute of Certified Public Accountants (AICPA)
- ◆ California Society of Certified Public Accountants (CalCPA)
- ◆ California Society of Municipal Finance Officers (CSMFO)

CITY OF CARPINTERIA

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Client references

Entity:	City of Thousand Oaks
Scope of work:	Financial Audit/ACFR*/Successor Agency/Single Audit
Date:	Years ending June 30, 2018 - present
Engagement partner:	Mr. Terry Shea
Total hours:	Approximately 420 hours each year
Contact person:	Ms. Elisa Magana, Accounting Manager, (805) 449-2216
Address:	2100 Thousand Oaks Blvd., Thousand Oaks, CA 91362
Entity:	City of Loma Linda
Scope of work:	Financial Audit/RDA/Successor Agency
Date:	Years ending June 30, 2013 - present
Engagement partner:	Mr. Terry Shea/Mr. Brad Welebir
Total hours:	Approximately 225 hours each year
Contact person:	Ms. Sonia Fabela, Finance Director/Treasurer, (909) 799-2840
Address:	25541 Barton Road, Loma Linda, CA 92354
Entity:	City of Aliso Viejo
Scope of work:	Financial Audit/ACFR*/Single Audit
Date:	Years ending June 30, 2016 - present
Engagement partner:	Mr. Terry Shea
Total hours:	Approximately 300 hours each year
Contact person:	Ms. Ann Eifert, Director of Financial Services, (949) 425-2520
Address:	12 Journey, Suite 100, Aliso Viejo, CA 92656
Entity:	City of Rolling Hills Estates
Scope of work:	Financial Audit/CAFR
Date:	Years ending June 30, 2019 - present
Engagement partner:	Mr. Scott Manno
Total hours:	Approximately 250 hours each year
Contact person:	Mr. Mike Whitehead, Admin. Services Director, (310) 377-1577, ext.112
Address:	4045 Palos Verdes Drive North, Rolling Hills Estates, CA 90274
Entity:	City of Imperial Beach
Scope of work:	Financial Audit
Date:	Years ending June 30, 2021
Engagement partner:	Mr. Terry Shea
Total hours:	Approximately 350 hours each year
Contact person:	Mrs. Joann Gitmed, Finance Director, (619) 628-1361
Address:	8025 Imperial Beach Blvd., Imperial Beach, CA 91932

See Attachment A for a listing of current and recent government clients served.

* = received GFOA award.

CITY OF CARPINTERIA

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Specific audit approach

Services to be provided

The City desires an Annual Comprehensive Financial Report (ACFR) to be prepared and audited by the independent auditor for the fiscal year ended June 30, 2023, and each of the subsequent years included in the audit firm's contract with the City. The City will submit the ACFR to the Government Finance Officers' Association (GFOA) for the Certificate of Achievement for Excellence in Financial Reporting Program.

In addition, we shall:

- Prepare the ACFR.
- Apply certain limited procedures related to Management's Discussion and Analysis and Required Supplementary Information and provide an "in-relation-to" report on the combining and individual fund financial statements and supporting schedules, if applicable.
- Provide opinions as to the compliance with the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (OMB Uniform Guidance). RAMS is to provide an "in-relation-to" report on the Schedule of Expenditures of Federal Awards based on the auditing procedures applied during the audit of the financial statements.
- Test compliance with Article XIII B pertaining to the City's appropriation limit and prepare an Agreed-Upon Procedures report to the City Council regarding compliance.
- Prepare the Annual Financial Transaction Report (currently we utilize a sub-contractor for this).
- We will provide up to 20 hours of technical assistance during the year.
- We will provide the Pension & OPEB journal entries and footnote disclosures each year.
- We will keep City staff informed of new guidance and developments that may affect municipal accounting and finance.
- We will hold meetings prior to the commencement of fieldwork at the beginning of the audit and after the first draft of financial statements has been prepared. The engagement partner will attend the meetings.
- We will be available to the City Council or management to answer questions related to the audit.
- If an extended scope is determined, we shall provide the City with all ascertainable facts with an estimate of additional services required and the proposed price.

Our audit(s) will be in accordance with:

- Generally Accepted Auditing Standards as promulgated by the American Institute of Certified Public Accountants, including requirements found in the most recent AICPA audit guide *Audits of State and Local Governments*.
- *Government Auditing Standards* issued by the Comptroller of the United States of America.
- Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (OMB Uniform Guidance). (Single Audit)
- Any other applicable standards for other items outlined in the Scope of Work to be performed and/or reports to be issued.

Reports to be issued:

- A report on the fair presentation of the financial statements in conformity with GAAP.
- A report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with *Government Auditing Standards* (material weaknesses or significant deficiencies).
- A report in compliance with requirements applicable to each major federal program and internal control over compliance in accordance with the *Uniform Guidance*.
- Prepare Management Letter that includes significant and less significant (i.e., reportable and non-reportable) recommendations for improvements to internal control.
- We will issue reports to those charged with governance (SAS 114 letters) as required by auditing standards.

CITY OF CARPINTERIA

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

RAMS will also perform the following:

- Make an immediate, written notification of all irregularities and illegal acts or indication of illegal acts of which we become aware to the following: City Manager, Finance Director and City Attorney.
- Retain all working papers (at our expense) for a minimum of seven (7) years, unless we are notified by the City of the need to extend that period. In addition, we will make working papers available to the City and/or any government agency as appropriate, in addition to successor auditors.

Specific audit approach

Engagement approach

Our engagement approach for your audit will be developed, in part, by using established goals which will enable measurement of the audits progress by the engagement partner and lead auditor. This involves frequent communication between the partner and the engagement team to ensure that all audit objectives are achieved in accordance with our goals and that any issues which may arise are communicated and dealt with on a timely basis. In addition, our in-depth knowledge and expertise in governmental accounting and auditing has allowed us to identify key audit and accounting risks in the government environment. More importantly, the approach provides for a complete reassessment of the control environment in each year's audit and thus enables us to respond to any needed risk assessment changes.

Our engagement approach has been developed and refined over many years. The foundation of our approach revolves around the following:

- **Knowledge and experience.** We have been auditing governmental entities like the City, both large and small, for over 74 years. This experience has allowed us to gain in-depth knowledge of the governmental environment which in turn allows us to perform a more efficient and effective audit. It also enables us to perform detailed risk assessment procedures allowing us to identify significant audit risk areas within the City and its control environment.
- **Intelligent design.** As discussed later in our proposal, all our audits are designed to be intelligent using our powerful audit software/data analytic tools (Engagement and *Teammate Analytics*). This allows us to analyze large amounts of data in seconds increasing both the efficiency and, more importantly, the effectiveness of all our audit engagements.
- **Oversight.** Professional judgment is not developed overnight. Our partners, managers and supervisors have been deeply involved in governmental audits on a continuous basis for most of their professional careers. By having direct partner and manager oversight, we can design audit strategies that result in effective and efficient audits.
- **Timeliness.** Deadlines are not just "dates" to us, they are professional commitments. All required deadlines will be met.
- **Open communication.** Open lines of communication with all parties (the engagement team members and City Management and staff) throughout the audit process helps to eliminate "surprises." Proper planning and proper use of experienced engagement personnel tend to provide for an effective and efficient audit process. Consequently, inefficiencies, disruptions, and lack of understanding are kept to a minimum.
- **Availability.** All engagement team members are available throughout the year for any questions or additional consultation. City staff will have direct access to the partner, manager, and other supervisory staff at all times during the engagement, as well as after.
- **Cost effectiveness.** Our customized audit approach and procedures and our experienced auditors help to reduce your overall audit costs while still providing an effective audit and high-quality reports.

Specific audit approach (continued)

- **Risk based approach.** Our detailed risk assessment procedures will consist of activities performed to obtain an understanding of the City and its environment, including its internal control. Evidence from these activities will provide the basis for our assessment of risks of material misstatement at the financial statement and relevant assertion levels. While performing our risk assessment procedures and we may choose to perform further audit procedures concurrently with risk assessment procedures as deemed necessary. In addition, risk assessment procedures will provide some of the necessary evidence about the relevant assertions related to classes of transactions, account balances, or disclosures and about the operating effectiveness of controls.

As indicated in the previous section of the proposal, the overall objective of the engagement with the City is to conduct an audit of the financial statements in accordance with required auditing standards and the expression of an opinion(s) on those financial statements. Beyond that initial objective, we believe that our engagement approach provides certain other value-added characteristics, at no additional cost, that will benefit the City over the long-term:

- All our audits are designed to be performed in an efficient and effective way to minimize disruption to the office operations.
- We offer practical observations and recommendations relating to internal control issues, implementation of accounting standards and the policies and procedures regarding both.
- We identify opportunities for operating efficiencies which can be used to decrease operating costs of the City.

Audit approach and proposed audit segmentation

The following is a summary of the audit team's audit approach for the engagement. The audit will be divided into the following segments:

Segment 1 - Interim testing - planning, pre-audit administration, and internal control testing

During this phase of the audit, our principal objectives will be to gather information about the City and its environment, including its internal control over financial reporting.

In order to achieve the desired objectives of this phase of the audit, we will:

- Meet with the City's staff in order to determine convenient dates in which we can begin our audit and to discuss the assistance to be provided by the City's staff.
- Hold brainstorming sessions with engagement team members to discuss the susceptibility of the City's financial statements to material misstatement and fraud.
- Review and evaluate the City's accounting and reporting processes by reviewing the prior year's audit workpapers, any City-prepared documents such as budgets, in-house financial reports, policies and procedures manuals, minutes of governance meetings, etc., and by using various analytical procedures. Analytical procedures will enhance our understanding of the City and will help us identify areas that may need further assessment and additional testing.
- Review and retain copies of any pertinent local, state and federal statutes, regulations, or charters that apply to the City.

Specific audit approach (continued)

- Evaluate the design of controls that are relevant to the audit by obtaining a thorough understanding of the City's internal controls over financial reporting and compliance by documenting key internal control components, utilizing questionnaires, walkthroughs, inquiring of the City's personnel, and observing and reviewing key supporting documentation (a more thorough explanation of this process is discussed later in the technical proposal).
- Test controls, if control risk is to be assessed below maximum, by selecting a sample of transactions within the audit area being tested and reviewing supporting documentation to determine whether the relevant controls are in place and functioning properly.
- Document and review with management, any findings noted during the testing of internal controls and provide a preliminary management letter that will include our recommendations for improving any weaknesses in operations. The letter will also include suggestions for improving the efficiency of the City's operations.
- Utilize our powerful audit data analytic software allowing us to analyze large amounts of data in seconds and focusing on areas/transactions that are red flagged.

In addition, we will perform the following procedures related to IT General Controls that "touch" financial data:

- *Security access (including physical) controls:* Evaluate the general system security settings and password parameters; evaluate the process for adding, deleting, and changing security access; evaluate the access capabilities of various types of users; evaluate access controls to networks and financial applications; evaluate access controls related to data files; and evaluate physical access to networks, servers, etc.
- *Computer operations:* Evaluate backup and recovery processes and review processes of identifying and handling operational problems.
- *System development and system changes:* Evaluate processes related to system development and system changes (if applicable).
- *Application testing:* We will determine if the testing of application controls is deemed necessary based on our professional judgment in the planning stages of the engagement.

This phase of the engagement for the audit will be performed by the audit senior and two/three staff accountants with direct supervision by the audit manager and partner.

Segment 2 - Year-end testing - substantive testing

During this phase of the audit, our principal objectives will be to assess the risk of material misstatement at the financial statement level and specific assertions, design overall responses to assessed risks and further audit procedures, perform substantive tests, and complete the audit and evaluate audit findings, if applicable.

In order to achieve the desired objectives of this phase of the audit, we will:

- Identify significant risks and develop a detailed audit plan using the results in Segment 1.
- Design substantive tests of account balances designed and modified specifically for the City's operations and assessed level of risk. Substantive procedures will consist of testing material balance sheet accounts, material revenue and expenditure/expense accounts along with various analytical procedures as deemed necessary. In addition, various accounts may be confirmed with outside parties (cash, investments, etc.).

CITY OF CARPINTERIA

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Specific audit approach (continued)

- Determine whether our testing supports the assessed level of risk initially assigned at the financial statement level and at the assertion level.

This phase of the engagement for the audit will be performed by the audit senior and two/three staff accountants with direct supervision by the audit manager and partner.

If any proposed audit adjustments are noted during this phase, we will discuss and explain them, in detail, with the appropriate level of management prior to posting.

Segment 3 - Reporting - report preparation/audit conclusion (workpaper review)

During this phase of the audit, our principal objectives will be to evaluate whether the financial statements, taken as a whole, are free from material misstatement and form an opinion(s) and issue our report.

In order to achieve the desired objectives of this phase of the audit, we will:

- Determine whether, based on our substantive testing and other procedures, the financial statements, taken as a whole, are free of material misstatement. This will provide the basis for our opinion(s).
- Review all audit workpapers to ensure that the audit was performed in accordance with the required standards (GAAS, GAGAS, etc.) and prepare drafts of all required reports by the agreed-upon dates.
- Conduct an independent review of the financial statement draft by the engagement's quality control partner and issue all reports by the agreed-upon dates.

This phase of the engagement will be performed by the audit manager and one staff accountant with direct supervision by the audit partner. In addition, the engagement's quality control partner will perform a detailed quality control review of the financial statements.

The above procedures are a general list of procedures to be performed. After our initial review of the City and our detailed risk assessment, we will customize the engagement and gear it towards the needs of the City and the audit itself. In doing so, we will determine which procedures to perform relative to our risk assessment. All our audits are customized to each entity, helping to ensure a complete, effective, and efficient audit. The foundation of the above approach is based on open communication coupled with a strong knowledge of the City's operations and detailed planning at the initial stages of the audit.

Our firm is dedicated to performing a timely audit engagement. Prior to the start of the audit, we will meet with City staff and decide on adequate timeframes, agreed upon by both the City and us, for the performance of the audit and the release of the financial statements. *We will dedicate the necessary resources to meet any agreed upon time frames.*

Level of staff and approximate number of hours assigned to each segment

Segment	Partner	Manager	Senior	Staff	Total
Segment 1	4	10	26	40	80
Segment 2	7	16	42	51	116
Segment 3	9	14	36	13	72
Totals	20	40	104	104	268

CITY OF CARPINTERIA

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Specific audit approach (continued)

Sample sizes (including for compliance testing)

Our sample sizes will be determined in accordance with the AICPA's *Audit and Accounting Guide, Audit Sampling*, and will be selected using professional judgment or our TeamMate Analytics software, depending upon circumstance, as permitted by Statement on Auditing Standards. Our methods are designed to provide the most audit coverage without expending excess time. Our sample sizes will depend upon our preliminary assessment of control risk, our planned substantive testing and analytical procedures as well as our professional judgement.

We utilize our Computer Aided Audit Tools (CAAT) software, Teammate Analytics, to draw our audit samples. The software allows us to generate random samples, systematic samples, stratified samples, attributes samples as well as monetary unit samples (also called probability-proportional-to-size or dollar unit sampling).

Intelligent audit technology

Our audits are designed to be intelligent using our powerful audit software tools (Engagement and Teammate Analytics). In addition, all audit team members are linked to each other using wireless connections which enables them to share information at an almost real-time speed. Below are some of the benefits of our audit technologies:

- ***We utilize Teammate Analytics, a suite of more than 200 dynamic Computer Aided Audit Tools (CAATs). This allows us to analyze large amounts of data in seconds. Using data received directly from the City, we can perform the following: search for duplicate checks, detect transactions occurring on holidays/weekends or during unusual hours, perform Benford's Law analysis, and identify instances when a vendor has issued multiple invoices with sequential references along with many other tests. The software empowers our audit teams with the ability to perform powerful, meaningful data analysis which will build upon our other value-added services.***
- We can create our own analytical schedules allowing for easy analysis of current balances to prior year balance, current vs budget balance, thus reducing significant City staff time.
- Once your trial balances and financial statements are entered into our software, we can observe your financial statements in the field allowing us to notice any variances and address them immediately.
- We link the financial statement schedules directly to our audit software trial balances, and as a result, we can provide the City with fund financial statements almost immediately after importing the trial balances.
- We can provide the City with our audited trial balances which show the coding of the financial statement schedules for ease of review for City staff. These reports show each account coded to a specific financial statement line item/function as well as journal entries posted during the audit.
- We have the capability to perform effective and efficient audits remotely as well.

Analytical procedures

In order to properly utilize analytical procedures, industry background and knowledge are needed. With our firm's long history and qualified staff, we believe we have the necessary knowledge and experience to effectively apply analytical procedures. We will utilize analytical review procedures throughout our audit of the City.

- During the *interim* phase of our audit, we will compare current and prior year unadjusted balances to determine which areas may need additional analysis; we will also compare current year actual amounts to the City's annual budget (both original and adopted).

CITY OF CARPINTERIA

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Specific audit approach (continued)

- During the *final* phase of our audit, we will perform procedures like those mentioned above, as well as compare certain financial ratios for current and prior years. We will also conduct certain "reasonableness" tests. Any significant variances are investigated further through inquiry and other substantive testing as deemed necessary until resolved to our satisfaction.
- Finally, after we have completed our fieldwork, we will compare current and prior year audited balances, keeping in mind expected relationships obtained from our knowledge of the City, similar entities and the general economic environment. In addition, we may choose to use various other analytical techniques such as trend analysis, etc.

Unlike other audit firms, we use analytical procedures to supplement our substantive testing, not supplant them.

Understanding of internal control over financial reporting

Our approach to obtaining an understanding of the City's internal control over financial reporting will be performed in accordance with professional standards as promulgated by the American Institute of Certified Public Accountants -- our understanding will include the *Control Environment*, *Risk Assessment*, *Control Activities*, *Information and Communication*, and *Monitoring*. We will use customized procedures which we have developed internally to evaluate your internal control systems. By combining our customized procedures and our detailed knowledge of the City and its environment, we will be able to provide constructive feedback in areas we feel need improvement. In addition to our customized procedures, we will also perform the following:

Control Environment. Through inquiry of the City's personnel, prompted by questionnaires, personal knowledge, and review of the minutes of the governing body meetings, we will obtain an understanding of management's and the governing body's attitudes, awareness, and actions concerning the control environment, focusing on the substance of the controls rather than their form.

Risk Assessment. Through inquiry of the City's personnel and the use of questionnaires, we will obtain sufficient knowledge of the City's risk assessment process to understand how management considers risks relevant to financial reporting objectives and decides upon actions to address those risks. This will include understanding how management identifies risks, estimates the significance of these risks, assesses the likelihood of their occurrence, and relates them to financial reporting.

Control Activities. Certain control procedures will be documented during our analysis of the control environment and the accounting system. However, many specific control procedures will still need to be documented that will focus primarily on the City's major transaction cycles. As mentioned above, we will test the City's control procedures on which we intend to rely on for safeguarding assets from unauthorized use or disposition and detecting/preventing unauthorized transactions. Any flow charts, organizational charts and any other manuals, programs, and financial and management information systems will be analyzed during this process.

Information and Communication. Through inquiry of the City's personnel, we will identify the major types of transactions engaged in by the City. We will become familiar with the treatment of those transactions, including how the transactions are initiated, the related accounting records, and the manner of processing the transactions. Finally, we will obtain an understanding of the City's financial reporting process used to prepare financial reports, including the approaches used in making accounting estimates and disclosures.

Monitoring. Through inquiry of the City's personnel and the use of questionnaires, we will obtain sufficient knowledge of the major types of activities the City uses to monitor internal control over financial reporting. We will also determine how those activities are used to initiate corrective actions.

CITY OF CARPINTERIA

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Specific audit approach (continued)

Approach in determining applicable laws and regulations

We understand the importance of laws and regulations in planning an audit of a local governmental entity and design all our audits to ensure we test transactions for compliance. As part of our audit process, our audit team will obtain an understanding of the laws and regulations that will have a direct and material effect on the City's financial statements. In determining which laws and regulations are applicable to the City's financial statement audit, we will consult the following sources:

- AICPA Audit and Accounting Guide, *Audits of State and Local Governments*
- California Government Code (investments, GANN limit requirements, etc.)
- Applicable State of California laws
- U.S. Government Accountability Office's *Government Auditing Standards* (The Yellow Book), latest revision
- Applicable contracts/grants of the City
- *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (OMB Uniform Guidance)

After consulting the applicable sources, we will design our audit to provide reasonable assurance of detecting material instances of noncompliance while continuing to refer to the applicable compliance guideline to ensure changes in compliance are not missed.

Effect of COVID-19 on our audits

The COVID-19 pandemic led to most of our audits being performed remotely in 2022. We were highly flexible with our clients and were able to perform almost all our audits remotely unless the clients requested a limited staff presence on-site. No matter how the pandemic continues to develop in California, we are prepared and able to continue serving our clients remotely, and even on-site with the appropriate precautions.

Auditing in a remote environment

The availability and use of technology has had a significant impact on the accounting and auditing profession, allowing us to provide professional services across longer distances and more timely than ever before. We have continued to evolve our ability to serve our clients remotely throughout the COVID-19 pandemic and have experienced new efficiencies for both auditor and auditee. We anticipate continuing to perform substantially all our audit work remotely and will work with the City to maximize the remote efficiencies using technology. If the City would like members of the audit team on-site, we will work with City management on determining an acceptable staffing level.

We maintain regular and routine contact with our clients throughout the audit planning, fieldwork, and conclusion phases of the audit with the use of email, phone calls, secure portals, video conferencing, project tracking schedules, and any other means necessary to ensure the timely completion of the audit by any agreed-upon deadlines. Our audit team is very responsive to our clients and we encourage our clients to connect with us throughout the year for any matters that may affect the audit or of a general accounting nature. We have found this to be mutually beneficial for both our clients and the annual audit work.

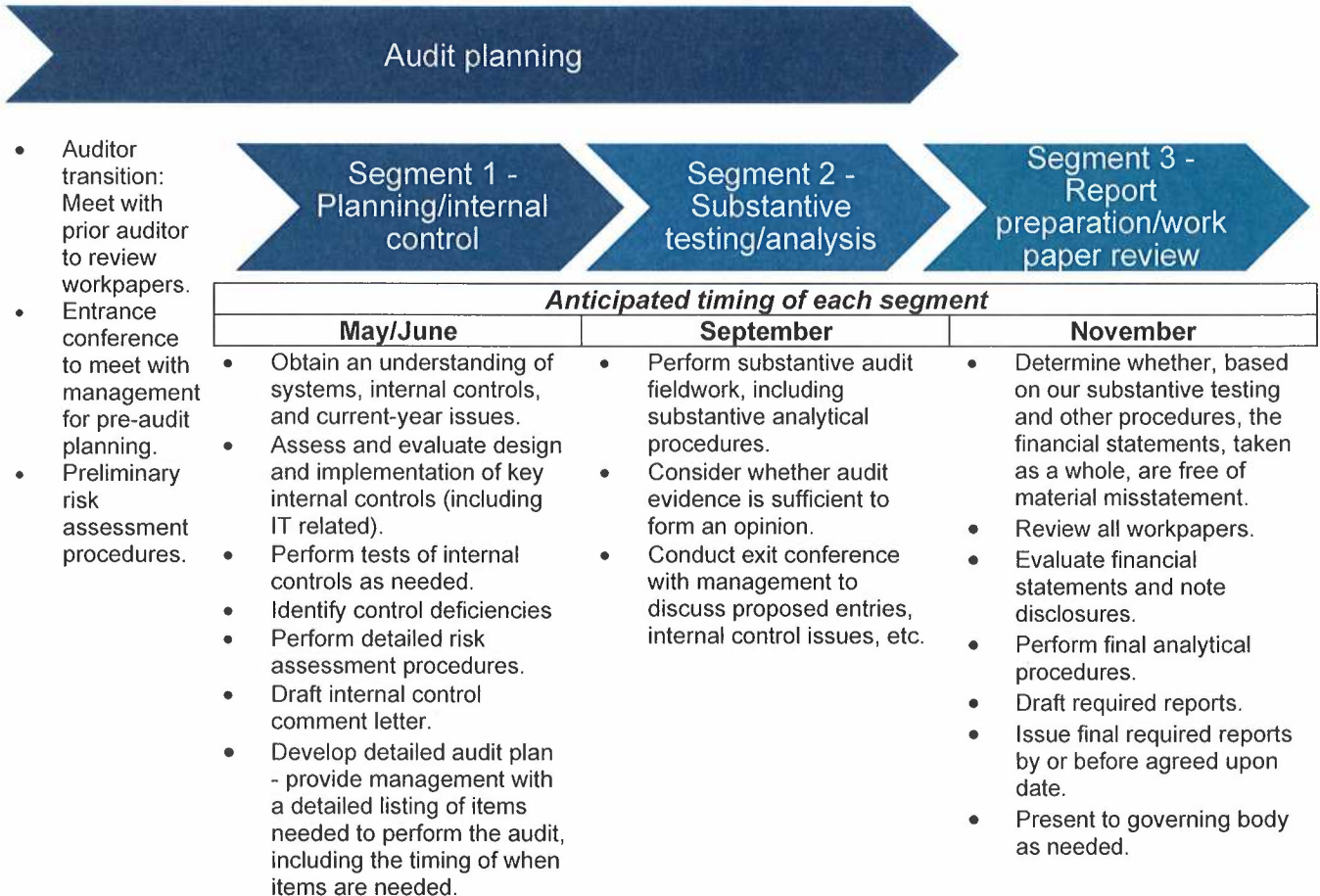
Remote auditing has many benefits some tangible, as listed above, others intangible. In performing remote audits, we are bettering our employee's quality of life by reducing unnecessary travel time, reducing traffic congestion on our local freeways while also helping to improve Southern California's air quality.

CITY OF CARPINTERIA

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Specific audit approach (continued)

Proposed audit timing



CITY OF CARPINTERIA

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Audit Fees

Not to exceed price for proposed services schedule

In accordance with the Request for Proposal for Audit Services issued by the City of Carpinteria, the Rogers, Anderson, Malody & Scott, LLP hereby submits the following cost proposal:

Basic reports to be issued	For the fiscal year ended June 30,				
	2023	2024	2025	Option years	
				2026	2027
City audit and related reports	\$26,920	\$ 26,920	\$ 27,860	\$ 27,860	\$ 28,800
GANN limit review report	810	810	820	820	830
Single Audit* and related reports	4,900	4,900	5,080	5,080	5,260
State Controllers Report	2,200	2,200	2,300	2,300	2,400
Out of pocket expenses	750	750	800	800	850
Total	\$35,580	\$35,580	\$36,860	\$36,860	\$38,140

* = for the first major program, each additional major program \$4,000.

Hourly Rates:

Position	For the fiscal year ended June 30,				
	2023	2024	2025	Option years	
				2026	2027
Partner	\$ 290	\$ 290	\$ 295	\$ 295	\$ 300
Manager	190	190	195	195	200
Senior accountant	145	145	150	150	155
Staff accountant	110	110	115	115	120
Clerical	55	55	60	60	65

Anticipated distribution of hours by staff level:

Segment	Partner	Manager	Senior	Staff	Total
Segment 1	4	10	24	40	78
Segment 2	7	16	38	51	112
Segment 3	9	14	42	13	70
Totals	20	40	104	104	268

Fee Adjustment for Scope Change:

The adjustment would be based on the estimated number of hours at the hourly rates that are listed above.

GOVERNMENT CLIENTS SERVED

<u>Government Client</u>	<u>Years Served</u>	<u>CSMFO/ GFOA Awards</u>	<u>Successor Agency</u>	<u>Housing Authority</u>
City of El Cajon	06/30/07 to 06/30/22	Yes	Yes	Yes
City of Exeter	06/30/17 to 06/30/22			
City of Woodlake	06/30/17 to 06/30/22			
Town of Yucca Valley	06/30/08 to 06/30/22	Yes	Yes	Yes
City of La Verne	06/30/11 to 06/30/22	Yes	Yes	Yes
City of San Jacinto	06/30/11 to 06/30/22		Yes	Yes
City of Twentynine Palms	06/30/11 to 06/30/22	Yes	Yes	Yes
City of La Mesa	06/30/11 to 06/30/22		Yes	Yes
City of Menifee	06/30/14 to 06/30/22	Yes		
City of San Marcos	06/30/14 to 06/30/22	Yes	Yes	Yes
City of Loma Linda	06/30/13 to 06/30/22	Yes	Yes	Yes
City of Sierra Madre	06/30/12 to 06/30/22	Yes	Yes	Yes
City of Hawthorne	06/30/16 to 06/30/22	Yes	Yes	Yes
City of West Covina	06/30/16 to 06/30/21	Yes	Yes	Yes
City of Aliso Viejo	06/30/16 to 06/30/22	Yes	No	No
City of Claremont	06/30/16 to 06/30/22	Yes	Yes	Yes
City of Thousand Oaks	06/30/18 to 06/30/22	Yes	Yes	Yes
City of South Pasadena	06/30/18 to 06/30/22		Yes	Yes
City of Rolling Hills Estates	06/30/19 to 06/30/22	Yes		
City of Calabasas	06/30/20 to 06/30/22	Yes		
City of San Bernardino	06/30/20 to 06/30/22	Yes		
City of Ojai	06/30/20 to 06/30/22			
City of Beaumont	06/30/20 to 06/30/22	Yes		
City of Moreno Valley	06/30/20 to 06/30/22	Yes		
City of Lawndale	06/30/20 to 06/30/22			
Town of Windsor	06/30/19 to 06/30/22			
City of San Dimas	06/30/21 to 06/30/22			
City of Imperial Beach	06/30/21 to 06/30/22			
City of Brawley	06/30/22			
City of Live Oak	06/30/22			
City of Perris	06/30/22	Yes	Yes	Yes
City of Coachella	Agreed upon procedures			
City of Canyon Lake	Accounting support			
City of Rolling Hills	Accounting support			
City of Yucaipa	Accounting support			
City of Angels Camp	Accounting support			
City of Grand Terrace	Accounting support			
Crestline Village Water District	04/30/96 to 04/30/22			
Crestline-Lake Arrowhead Water	06/30/98 to 06/30/22			
San Bernardino Valley Muni Water District	06/30/04 to 06/30/22			
Elsinore Valley Municipal Water District	06/30/15 to 06/30/22	Yes		
Pine Cove Water District	06/30/10 to 06/30/22			
Idyllwild Water District	06/30/11 to 06/30/22			
Big Bear Area Regional Wastewater	06/30/12 to 06/30/22	Yes		
Mojave Water Agency	06/30/19 to 06/30/22	Yes		
Beaumont Cherry Valley Water District	12/31/17 to 12/31/21	Yes		
Rosamond Community Services District	06/30/15 to 06/30/22			
Rossmoor Community Services District	06/30/05 to 06/30/22			

GOVERNMENT CLIENTS SERVED (continued)

<u>Government Client</u>	<u>Years Served</u>			<u>CSMFO/ GFOA Awards</u>	<u>Successor Agency</u>	<u>Housing Authority</u>
Rim of the World Park & Rec. District	06/30/06	to	06/30/22			
Heartlands Communications Fac Auth	06/30/07	to	06/30/22			
Heartlands Fire Training Authority	06/30/07	to	06/30/22			
Consolidated Fire Agencies	06/30/14	to	06/30/22			
Successor Agency to the County of SB	06/30/14	to	06/30/22			
Riverside County Habitat Con. Agency	06/30/15	to	06/30/22			
Santa Ana Watershed Association	12/31/09	to	12/31/20			
Capistrano Bay Community Services District	06/30/13	to	06/30/22			
Ventura County Public Fin Authority	06/30/12	to	06/30/22			
Nipomo Community Services District	06/30/16	to	06/30/22	Yes		
SBIAA	06/30/17	to	06/30/21			
WRCOG	06/30/17	to	06/30/21	Yes		
San Diego Workforce Partnership	06/30/16	to	06/30/22			
Rubidoux Community Services District	06/30/16	to	06/30/22			
Conejo Recreation and Park District	06/30/19	to	06/30/22			
Upper San Gabriel Valley MWD	06/30/19	to	06/30/22	Yes		
March Joint Powers Authority	06/30/19	to	06/30/22			
Chino Basin Desalter Authority	06/30/19	to	06/30/22	Yes		
Mountains Recreation and Conservation	06/30/19	to	06/30/22			
Palos Verdes Peninsula Transit Authority	06/30/19	to	06/30/22			
Yucca Valley Airport District	06/30/20	to	06/30/21			
West Basin Municipal Water District	06/30/20	to	06/30/22	Yes		
Crestline Sanitation District	Accounting support					
Running Springs Water District	Accounting support					
Phelan Pinon Hills Community Services District	Accounting support					

Attachment B
Agreement with Rogers, Anderson, Malody & Scott LLP

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT FOR CONSULTANT SERVICES (“**Agreement**”) is made and effective as of the 27 of March, 2023 by and between the City of Carpinteria, a municipal corporation (“**City**”), and the Rogers, Anderson, Malody & Scott, LLP (“**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:

Gilbert Punsalan, Finance 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 \$195,020 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 C 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 D, 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, directors employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs, charges, payments, claims or expenses, including attorney's fees and costs of defense, which 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, its agents, employees, subcontractors, consultants, assigns or by any individual or entity for whom Consultant is legally liable.

10. **RELEASE OF INFORMATION.**

10.1 **Confidentiality.** All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released except to the City, directly or indirectly, by Consultant without City's prior written authorization. Consultant, its officers, employees, subcontractors or sub-consultants shall not voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the Services performed under this Agreement unless requested by the City Attorney or authorized in writing by the City Manager. Response to a subpoena or court order shall not be considered "voluntary" provided that Consultant shall give City prompt written notice of any such court order or subpoena. The provisions of this Paragraph shall survive the termination of this Agreement.

10.2 **Notice and Cooperation.** Consultant shall promptly notify the City Manager and City Attorney in writing if Consultant, its officers, employees, agents, subcontractors or subconsultants are served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any person or party related to this Agreement and/or Consultant's related Services. City has no obligation to, but may exercise discretion to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide the City an opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not grant or imply a right of City to control, direct, dictate or rewrite said response.

11. **RELATIONSHIP TO CITY.**

11.1 **Independent Contractor.** Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

11.2 **No Employee Privileges.** No City employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages or other compensation to Consultant for performing Services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing Services hereunder.

- 11.3 **Consultant Duty to City.** Consultant understands and agrees that its responsibility to provide complete and accurate Services is owed solely to City and that its accountability under this contract shall likewise be solely to City and not to any City applicants or any other third person or entity.
- 11.4 **Interest of Consultant.** Consultant represents and warrants to City that it presently has no interests, and covenants that it shall not acquire any interests, direct or indirect, financial or otherwise, which would conflict with the performance of the services to be provided by Consultant under this Agreement. Consultant further covenants that, in the performance of this Agreement, no subcontractor or employee having such an interest shall be employed by Consultant. Consultant certifies that no one who has or will have any financial interest under this Agreement is: (a) an officer or employee of City, or (b). an officer or employee of the applicant and any of its consultants. Consultant agrees to comply with any applicable conflict of interest code.
- 11.5 **Undue Influence.** Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement or financial inducement. No officer or employee of City will receive compensation, directly or indirectly, from Consultant or any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to any and all remedies at law or in equity.
- 11.6 **Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of the City and the Consultant and will not confer any rights upon any person not expressly a party to this Agreement.

12. **GENERAL PROVISIONS.**

- 12.1 **Assignment of Rights.** Contractor agrees to assign City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act or under the Cartwright Act arising from purchases of goods, services, or materials pursuant to this Agreement.
- 12.2 **Further Assurances.** City and Consultant each agree to cooperate with one another, to use their best efforts, to act in good faith, and to promptly perform such acts and execute such documents or instruments as are reasonably necessary and proper to consummate the transactions contemplated by this Agreement.
- 12.3 **Notices.** All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if personally served or on the second day after mailing if mailed by first-class mail, registered or certified, return receipt requested, postage prepaid and properly addressed as follows:

To City:
Dave Durlinger, City Manager
City of Carpinteria

To Consultant:
Terry Shea, CPA, Engagement Partner
Rogers, Anderson, Malody & Scott, LLP

5775 Carpinteria Avenue
Carpinteria, CA 93013-2698
P: (805) 684-5405

735 E Carnegie Drive, Suite 100
San Bernardino, CA 92408
P: (909) 889-0871

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 E (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

"CONSULTANT"
Rogers, Anderson, Malody & Scott, LLP

By: _____
David Durflinger, City Manager

By:  _____
Terry Shea, CPA, Engagement Partner

APPROVED AS TO FORM:
City of Carpinteria

ATTEST:
City of Carpinteria

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

By: _____
Brian C. Barrett, CMC, CPMC, City Clerk

EXHIBIT A

BASIC SERVICES TO BE PERFORMED

CITY OF CARPINTERIA

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Specific audit approach

Services to be provided

The City desires an Annual Comprehensive Financial Report (ACFR) to be prepared and audited by the independent auditor for the fiscal year ended June 30, 2023, and each of the subsequent years included in the audit firm's contract with the City. The City will submit the ACFR to the Government Finance Officers' Association (GFOA) for the Certificate of Achievement for Excellence in Financial Reporting Program.

In addition, we shall:

- Prepare the ACFR.
- Apply certain limited procedures related to Management's Discussion and Analysis and Required Supplementary Information and provide an "in-relation-to" report on the combining and individual fund financial statements and supporting schedules, if applicable.
- Provide opinions as to the compliance with the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (OMB Uniform Guidance). RAMS is to provide an "in-relation-to" report on the Schedule of Expenditures of Federal Awards based on the auditing procedures applied during the audit of the financial statements.
- Test compliance with Article XIIIB pertaining to the City's appropriation limit and prepare an Agreed-Upon Procedures report to the City Council regarding compliance.
- Prepare the Annual Financial Transaction Report (currently we utilize a sub-contractor for this).
- We will provide up to 20 hours of technical assistance during the year.
- We will provide the Pension & OPEB journal entries and footnote disclosures each year.
- We will keep City staff informed of new guidance and developments that may affect municipal accounting and finance.
- We will hold meetings prior to the commencement of fieldwork at the beginning of the audit and after the first draft of financial statements has been prepared. The engagement partner will attend the meetings.
- We will be available to the City Council or management to answer questions related to the audit.
- If an extended scope is determined, we shall provide the City with all ascertainable facts with an estimate of additional services required and the proposed price.

Our audit(s) will be in accordance with:

- Generally Accepted Auditing Standards as promulgated by the American Institute of Certified Public Accountants, including requirements found in the most recent AICPA audit guide *Audits of State and Local Governments*.
- *Government Auditing Standards* issued by the Comptroller of the United States of America.
- Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (OMB Uniform Guidance). (Single Audit)
- Any other applicable standards for other items outlined in the Scope of Work to be performed and/or reports to be issued.

Reports to be issued:

- A report on the fair presentation of the financial statements in conformity with GAAP.
- A report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with *Government Auditing Standards* (material weaknesses or significant deficiencies).
- A report in compliance with requirements applicable to each major federal program and internal control over compliance in accordance with the *Uniform Guidance*.
- Prepare Management Letter that includes significant and less significant (i.e., reportable and non-reportable) recommendations for improvements to internal control.
- We will issue reports to those charged with governance (SAS 114 letters) as required by auditing standards.

CITY OF CARPINTERIA

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

RAMS will also perform the following:

- Make an immediate, written notification of all irregularities and illegal acts or indication of illegal acts of which we become aware to the following: City Manager, Finance Director and City Attorney.
- Retain all working papers (at our expense) for a minimum of seven (7) years, unless we are notified by the City of the need to extend that period. In addition, we will make working papers available to the City and/or any government agency as appropriate, in addition to successor auditors.

Specific audit approach

Engagement approach

Our engagement approach for your audit will be developed, in part, by using established goals which will enable measurement of the audits progress by the engagement partner and lead auditor. This involves frequent communication between the partner and the engagement team to ensure that all audit objectives are achieved in accordance with our goals and that any issues which may arise are communicated and dealt with on a timely basis. In addition, our in-depth knowledge and expertise in governmental accounting and auditing has allowed us to identify key audit and accounting risks in the government environment. More importantly, the approach provides for a complete reassessment of the control environment in each year's audit and thus enables us to respond to any needed risk assessment changes.

Our engagement approach has been developed and refined over many years. The foundation of our approach revolves around the following:

- **Knowledge and experience.** We have been auditing governmental entities like the City, both large and small, for over 74 years. This experience has allowed us to gain in-depth knowledge of the governmental environment which in turn allows us to perform a more efficient and effective audit. It also enables us to perform detailed risk assessment procedures allowing us to identify significant audit risk areas within the City and its control environment.
- **Intelligent design.** As discussed later in our proposal, all our audits are designed to be intelligent using our powerful audit software/data analytic tools (Engagement and *Teammate Analytics*). This allows us to analyze large amounts of data in seconds increasing both the efficiency and, more importantly, the effectiveness of all our audit engagements.
- **Oversight.** Professional judgment is not developed overnight. Our partners, managers and supervisors have been deeply involved in governmental audits on a continuous basis for most of their professional careers. By having direct partner and manager oversight, we can design audit strategies that result in effective and efficient audits.
- **Timeliness.** Deadlines are not just "dates" to us, they are professional commitments. All required deadlines will be met.
- **Open communication.** Open lines of communication with all parties (the engagement team members and City Management and staff) throughout the audit process helps to eliminate "surprises." Proper planning and proper use of experienced engagement personnel tend to provide for an effective and efficient audit process. Consequently, inefficiencies, disruptions, and lack of understanding are kept to a minimum.
- **Availability.** All engagement team members are available throughout the year for any questions or additional consultation. City staff will have direct access to the partner, manager, and other supervisory staff at all times during the engagement, as well as after.
- **Cost effectiveness.** Our customized audit approach and procedures and our experienced auditors help to reduce your overall audit costs while still providing an effective audit and high-quality reports.

CITY OF CARPINTERIA

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Specific audit approach (continued)

- **Risk based approach.** Our detailed risk assessment procedures will consist of activities performed to obtain an understanding of the City and its environment, including its internal control. Evidence from these activities will provide the basis for our assessment of risks of material misstatement at the financial statement and relevant assertion levels. While performing our risk assessment procedures and we may choose to perform further audit procedures concurrently with risk assessment procedures as deemed necessary. In addition, risk assessment procedures will provide some of the necessary evidence about the relevant assertions related to classes of transactions, account balances, or disclosures and about the operating effectiveness of controls.

As indicated in the previous section of the proposal, the overall objective of the engagement with the City is to conduct an audit of the financial statements in accordance with required auditing standards and the expression of an opinion(s) on those financial statements. Beyond that initial objective, we believe that our engagement approach provides certain other value-added characteristics, at no additional cost, that will benefit the City over the long-term:

- All our audits are designed to be performed in an efficient and effective way to minimize disruption to the office operations.
- We offer practical observations and recommendations relating to internal control issues, implementation of accounting standards and the policies and procedures regarding both.
- We identify opportunities for operating efficiencies which can be used to decrease operating costs of the City.

Audit approach and proposed audit segmentation

The following is a summary of the audit team's audit approach for the engagement. The audit will be divided into the following segments:

Segment 1 - Interim testing - planning, pre-audit administration, and internal control testing

During this phase of the audit, our principal objectives will be to gather information about the City and its environment, including its internal control over financial reporting.

In order to achieve the desired objectives of this phase of the audit, we will:

- Meet with the City's staff in order to determine convenient dates in which we can begin our audit and to discuss the assistance to be provided by the City's staff.
- Hold brainstorming sessions with engagement team members to discuss the susceptibility of the City's financial statements to material misstatement and fraud.
- Review and evaluate the City's accounting and reporting processes by reviewing the prior year's audit workpapers, any City-prepared documents such as budgets, in-house financial reports, policies and procedures manuals, minutes of governance meetings, etc., and by using various analytical procedures. Analytical procedures will enhance our understanding of the City and will help us identify areas that may need further assessment and additional testing.
- Review and retain copies of any pertinent local, state and federal statutes, regulations, or charters that apply to the City.

CITY OF CARPINTERIA

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Specific audit approach (continued)

- Evaluate the design of controls that are relevant to the audit by obtaining a thorough understanding of the City's internal controls over financial reporting and compliance by documenting key internal control components, utilizing questionnaires, walkthroughs, inquiring of the City's personnel, and observing and reviewing key supporting documentation (a more thorough explanation of this process is discussed later in the technical proposal).
- Test controls, if control risk is to be assessed below maximum, by selecting a sample of transactions within the audit area being tested and reviewing supporting documentation to determine whether the relevant controls are in place and functioning properly.
- Document and review with management, any findings noted during the testing of internal controls and provide a preliminary management letter that will include our recommendations for improving any weaknesses in operations. The letter will also include suggestions for improving the efficiency of the City's operations.
- Utilize our powerful audit data analytic software allowing us to analyze large amounts of data in seconds and focusing on areas/transactions that are red flagged.

In addition, we will perform the following procedures related to IT General Controls that "touch" financial data:

- *Security access (including physical) controls:* Evaluate the general system security settings and password parameters; evaluate the process for adding, deleting, and changing security access; evaluate the access capabilities of various types of users; evaluate access controls to networks and financial applications; evaluate access controls related to data files; and evaluate physical access to networks, servers, etc.
- *Computer operations:* Evaluate backup and recovery processes and review processes of identifying and handling operational problems.
- *System development and system changes:* Evaluate processes related to system development and system changes (if applicable).
- *Application testing:* We will determine if the testing of application controls is deemed necessary based on our professional judgment in the planning stages of the engagement.

This phase of the engagement for the audit will be performed by the audit senior and two/three staff accountants with direct supervision by the audit manager and partner.

Segment 2 - Year-end testing - substantive testing

During this phase of the audit, our principal objectives will be to assess the risk of material misstatement at the financial statement level and specific assertions, design overall responses to assessed risks and further audit procedures, perform substantive tests, and complete the audit and evaluate audit findings, if applicable.

In order to achieve the desired objectives of this phase of the audit, we will:

- Identify significant risks and develop a detailed audit plan using the results in Segment 1.
- Design substantive tests of account balances designed and modified specifically for the City's operations and assessed level of risk. Substantive procedures will consist of testing material balance sheet accounts, material revenue and expenditure/expense accounts along with various analytical procedures as deemed necessary. In addition, various accounts may be confirmed with outside parties (cash, investments, etc.).

CITY OF CARPINTERIA

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Specific audit approach (continued)

- Determine whether our testing supports the assessed level of risk initially assigned at the financial statement level and at the assertion level.

This phase of the engagement for the audit will be performed by the audit senior and two/three staff accountants with direct supervision by the audit manager and partner.

If any proposed audit adjustments are noted during this phase, we will discuss and explain them, in detail, with the appropriate level of management prior to posting.

Segment 3 - Reporting - report preparation/audit conclusion (workpaper review)

During this phase of the audit, our principal objectives will be to evaluate whether the financial statements, taken as a whole, are free from material misstatement and form an opinion(s) and issue our report.

In order to achieve the desired objectives of this phase of the audit, we will:

- Determine whether, based on our substantive testing and other procedures, the financial statements, taken as a whole, are free of material misstatement. This will provide the basis for our opinion(s).
- Review all audit workpapers to ensure that the audit was performed in accordance with the required standards (GAAS, GAGAS, etc.) and prepare drafts of all required reports by the agreed-upon dates.
- Conduct an independent review of the financial statement draft by the engagement's quality control partner and issue all reports by the agreed-upon dates.

This phase of the engagement will be performed by the audit manager and one staff accountant with direct supervision by the audit partner. In addition, the engagement's quality control partner will perform a detailed quality control review of the financial statements.

The above procedures are a general list of procedures to be performed. After our initial review of the City and our detailed risk assessment, we will customize the engagement and gear it towards the needs of the City and the audit itself. In doing so, we will determine which procedures to perform relative to our risk assessment. All our audits are customized to each entity, helping to ensure a complete, effective, and efficient audit. The foundation of the above approach is based on open communication coupled with a strong knowledge of the City's operations and detailed planning at the initial stages of the audit.

Our firm is dedicated to performing a timely audit engagement. Prior to the start of the audit, we will meet with City staff and decide on adequate timeframes, agreed upon by both the City and us, for the performance of the audit and the release of the financial statements. *We will dedicate the necessary resources to meet any agreed upon time frames.*

Level of staff and approximate number of hours assigned to each segment

Segment	Partner	Manager	Senior	Staff	Total
Segment 1	4	10	26	40	80
Segment 2	7	16	42	51	116
Segment 3	9	14	36	13	72
Totals	20	40	104	104	268

CITY OF CARPINTERIA

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Specific audit approach (continued)

Sample sizes (including for compliance testing)

Our sample sizes will be determined in accordance with the AICPA's *Audit and Accounting Guide, Audit Sampling*, and will be selected using professional judgment or our TeamMate Analytics software, depending upon circumstance, as permitted by Statement on Auditing Standards. Our methods are designed to provide the most audit coverage without expending excess time. Our sample sizes will depend upon our preliminary assessment of control risk, our planned substantive testing and analytical procedures as well as our professional judgment.

We utilize our Computer Aided Audit Tools (CAAT) software, Teammate Analytics, to draw our audit samples. The software allows us to generate random samples, systematic samples, stratified samples, attributes samples as well as monetary unit samples (also called probability-proportional-to-size or dollar unit sampling).

Intelligent audit technology

Our audits are designed to be intelligent using our powerful audit software tools (Engagement and Teammate Analytics). In addition, all audit team members are linked to each other using wireless connections which enables them to share information at an almost real-time speed. Below are some of the benefits of our audit technologies:

- ***We utilize Teammate Analytics, a suite of more than 200 dynamic Computer Aided Audit Tools (CAATs). This allows us to analyze large amounts of data in seconds. Using data received directly from the City, we can perform the following: search for duplicate checks, detect transactions occurring on holidays/weekends or during unusual hours, perform Benford's Law analysis, and identify instances when a vendor has issued multiple invoices with sequential references along with many other tests. The software empowers our audit teams with the ability to perform powerful, meaningful data analysis which will build upon our other value-added services.***
- We can create our own analytical schedules allowing for easy analysis of current balances to prior year balance, current vs budget balance, thus reducing significant City staff time.
- Once your trial balances and financial statements are entered into our software, we can observe your financial statements in the field allowing us to notice any variances and address them immediately.
- We link the financial statement schedules directly to our audit software trial balances, and as a result, we can provide the City with fund financial statements almost immediately after importing the trial balances.
- We can provide the City with our audited trial balances which show the coding of the financial statement schedules for ease of review for City staff. These reports show each account coded to a specific financial statement line item/function as well as journal entries posted during the audit.
- We have the capability to perform effective and efficient audits remotely as well.

Analytical procedures

In order to properly utilize analytical procedures, industry background and knowledge are needed. With our firm's long history and qualified staff, we believe we have the necessary knowledge and experience to effectively apply analytical procedures. We will utilize analytical review procedures throughout our audit of the City.

- During the *interim* phase of our audit, we will compare current and prior year unadjusted balances to determine which areas may need additional analysis; we will also compare current year actual amounts to the City's annual budget (both original and adopted).

CITY OF CARPINTERIA

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Specific audit approach (continued)

- During the *final* phase of our audit, we will perform procedures like those mentioned above, as well as compare certain financial ratios for current and prior years. We will also conduct certain "reasonableness" tests. Any significant variances are investigated further through inquiry and other substantive testing as deemed necessary until resolved to our satisfaction.
- Finally, after we have completed our fieldwork, we will compare current and prior year audited balances, keeping in mind expected relationships obtained from our knowledge of the City, similar entities and the general economic environment. In addition, we may choose to use various other analytical techniques such as trend analysis, etc.

Unlike other audit firms, we use analytical procedures to supplement our substantive testing, not supplant them.

Understanding of internal control over financial reporting

Our approach to obtaining an understanding of the City's internal control over financial reporting will be performed in accordance with professional standards as promulgated by the American Institute of Certified Public Accountants -- our understanding will include the *Control Environment, Risk Assessment, Control Activities, Information and Communication, and Monitoring*. We will use customized procedures which we have developed internally to evaluate your internal control systems. By combining our customized procedures and our detailed knowledge of the City and its environment, we will be able to provide constructive feedback in areas we feel need improvement. In addition to our customized procedures, we will also perform the following:

Control Environment. Through inquiry of the City's personnel, prompted by questionnaires, personal knowledge, and review of the minutes of the governing body meetings, we will obtain an understanding of management's and the governing body's attitudes, awareness, and actions concerning the control environment, focusing on the substance of the controls rather than their form.

Risk Assessment. Through inquiry of the City's personnel and the use of questionnaires, we will obtain sufficient knowledge of the City's risk assessment process to understand how management considers risks relevant to financial reporting objectives and decides upon actions to address those risks. This will include understanding how management identifies risks, estimates the significance of these risks, assesses the likelihood of their occurrence, and relates them to financial reporting.

Control Activities. Certain control procedures will be documented during our analysis of the control environment and the accounting system. However, many specific control procedures will still need to be documented that will focus primarily on the City's major transaction cycles. As mentioned above, we will test the City's control procedures on which we intend to rely on for safeguarding assets from unauthorized use or disposition and detecting/preventing unauthorized transactions. Any flow charts, organizational charts and any other manuals, programs, and financial and management information systems will be analyzed during this process.

Information and Communication. Through inquiry of the City's personnel, we will identify the major types of transactions engaged in by the City. We will become familiar with the treatment of those transactions, including how the transactions are initiated, the related accounting records, and the manner of processing the transactions. Finally, we will obtain an understanding of the City's financial reporting process used to prepare financial reports, including the approaches used in making accounting estimates and disclosures.

Monitoring. Through inquiry of the City's personnel and the use of questionnaires, we will obtain sufficient knowledge of the major types of activities the City uses to monitor internal control over financial reporting. We will also determine how those activities are used to initiate corrective actions.

CITY OF CARPINTERIA

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Specific audit approach (continued)

Approach in determining applicable laws and regulations

We understand the importance of laws and regulations in planning an audit of a local governmental entity and design all our audits to ensure we test transactions for compliance. As part of our audit process, our audit team will obtain an understanding of the laws and regulations that will have a direct and material effect on the City's financial statements. In determining which laws and regulations are applicable to the City's financial statement audit, we will consult the following sources:

- AICPA Audit and Accounting Guide, *Audits of State and Local Governments*
- California Government Code (investments, GANN limit requirements, etc.)
- Applicable State of California laws
- U.S. Government Accountability Office's *Government Auditing Standards* (The Yellow Book), latest revision
- Applicable contracts/grants of the City
- *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (OMB Uniform Guidance)

After consulting the applicable sources, we will design our audit to provide reasonable assurance of detecting material instances of noncompliance while continuing to refer to the applicable compliance guideline to ensure changes in compliance are not missed.

Effect of COVID-19 on our audits

The COVID-19 pandemic led to most of our audits being performed remotely in 2022. We were highly flexible with our clients and were able to perform almost all our audits remotely unless the clients requested a limited staff presence on-site. No matter how the pandemic continues to develop in California, we are prepared and able to continue serving our clients remotely, and even on-site with the appropriate precautions.

Auditing in a remote environment

The availability and use of technology has had a significant impact on the accounting and auditing profession, allowing us to provide professional services across longer distances and more timely than ever before. We have continued to evolve our ability to serve our clients remotely throughout the COVID-19 pandemic and have experienced new efficiencies for both auditor and auditee. We anticipate continuing to perform substantially all our audit work remotely and will work with the City to maximize the remote efficiencies using technology. If the City would like members of the audit team on-site, we will work with City management on determining an acceptable staffing level.

We maintain regular and routine contact with our clients throughout the audit planning, fieldwork, and conclusion phases of the audit with the use of email, phone calls, secure portals, video conferencing, project tracking schedules, and any other means necessary to ensure the timely completion of the audit by any agreed-upon deadlines. Our audit team is very responsive to our clients and we encourage our clients to connect with us throughout the year for any matters that may affect the audit or of a general accounting nature. We have found this to be mutually beneficial for both our clients and the annual audit work.

Remote auditing has many benefits some tangible, as listed above, others intangible. In performing remote audits, we are bettering our employee's quality of life by reducing unnecessary travel time, reducing traffic congestion on our local freeways while also helping to improve Southern California's air quality.

CITY OF CARPINTERIA

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Specific audit approach (continued)

Proposed audit timing

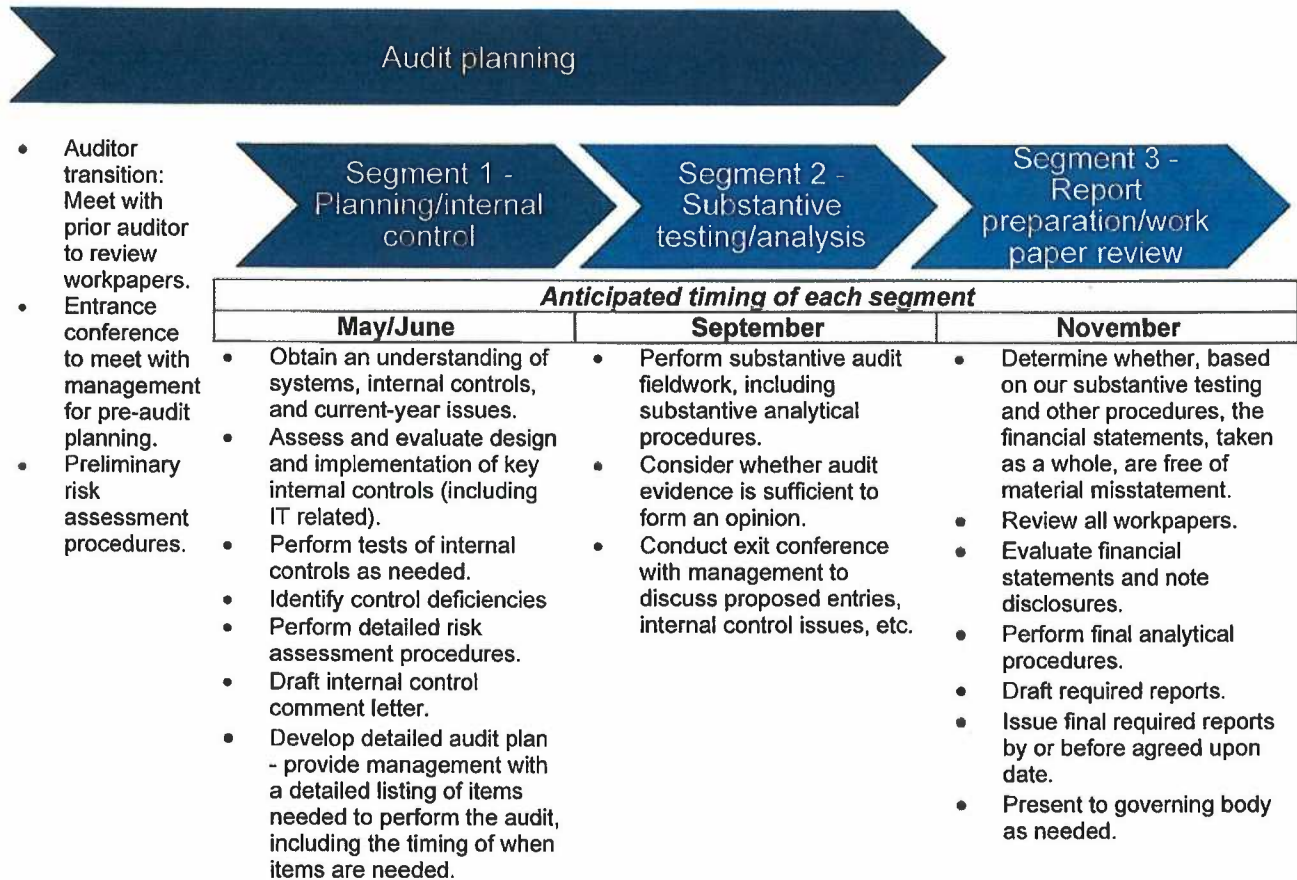


EXHIBIT B

PAYMENT RATES AND SCHEDULE

CITY OF CARPINTERIA

PROPOSAL FOR PROFESSIONAL AUDITING SERVICES

Audit Fees

Not to exceed price for proposed services schedule

In accordance with the Request for Proposal for Audit Services issued by the City of Carpinteria, the Rogers, Anderson, Malody & Scott, LLP hereby submits the following cost proposal:

Basic reports to be issued	For the fiscal year ended June 30,				
	2023	2024	2025	Option years	
				2026	2027
City audit and related reports	\$26,920	\$26,920	\$27,860	\$27,860	\$28,800
GANN limit review report	810	810	820	820	830
Single Audit* and related reports	4,900	4,900	5,080	5,080	5,260
State Controllers Report	2,200	2,200	2,300	2,300	2,400
Out of pocket expenses	750	750	800	800	850
Total	\$35,580	\$35,580	\$36,860	\$36,860	\$38,140

* = for the first major program, each additional major program \$4,000.

Hourly Rates:

Position	For the fiscal year ended June 30,				
	2023	2024	2025	Option years	
				2026	2027
Partner	\$ 290	\$ 290	\$ 295	\$ 295	\$ 300
Manager	190	190	195	195	200
Senior accountant	145	145	150	150	155
Staff accountant	110	110	115	115	120
Clerical	55	55	60	60	65

Anticipated distribution of hours by staff level:

Segment	Partner	Manager	Senior	Staff	Total
Segment 1	4	10	24	40	78
Segment 2	7	16	38	51	112
Segment 3	9	14	42	13	70
Totals	20	40	104	104	268

Fee Adjustment for Scope Change:

The adjustment would be based on the estimated number of hours at the hourly rates that are listed above.

EXHIBIT C

RESOLUTION OF CONSTRUCTION CLAIMS

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

1. This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.
2. This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.
3. "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.
4. "Claim" means a separate demand by the contractor for (a) a time extension, (b) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (c) an amount the payment of which is disputed by the local agency.
5. The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.
6. This article applies only to contracts entered into on or after January 1, 1991.
7. For any claim subject to this Agreement, the following requirements apply:
 - a. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
 - b. (1) For claims of less than fifty thousand dollars (\$50,000), the City shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the City may have against the claimant.

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

- (3) The City's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
- c. (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the City shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the City may have against the claimant.
- (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the City and the claimant.
- (3) The City's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.
- d. If the claimant disputes the City's written response, or the City fails to respond within the time prescribed, the claimant may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- e. Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.
- f. This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

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

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

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

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

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

(c) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.
10. The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.
11. The City shall not fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.
12. In any suit filed under Section 20104.4, the City shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.
13. Pursuant to California Public Contract Code Section 7201, the City may not retain greater than five (5%) percent of contract price.

EXHIBIT D

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 E

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, Rogers, Anderson, Malody & Scott, LLP, hereby acknowledge my obligation to secure payment of Workers' Compensation before beginning work.

Rogers, Anderson, Malody & Scott, LLP

By: 
Terry Shea, CPA , Engagement Partner

Dated: 3-14-23



City of Carpinteria

COUNCIL AGENDA STAFF REPORT March 27, 2023

ITEM FOR COUNCIL CONSIDERATION

Authorize a construction contract for the Project known as the interim trail from Linden Avenue to Holly Avenue (399 Linden Avenue).

STAFF RECOMMENDATION

Authorize the City Manager to execute the attached Proposal in an amount not to exceed \$33,800.00 for Bob's Backhoe & Trucking to complete the trail from Linden to Holly Avenues.

Sample Motion: I move to authorize the City Manager to execute the construction contract in an amount not to exceed \$33,800.00 for Bob's Backhoe & Trucking.

BACKGROUND

A multiuse trail is proposed from Linden Avenue to Holly Avenue on APN 004-105-026 and 028. These parcels parallels the rail road tracks on the ocean side (south) and connect Holly Avenue to Linden Avenue. The existing conditions are a relatively flat vacant lot with mostly annual weeds and other non-native plants. The trail should help to reduce pedestrian and bicycle traffic on Dorrance Way and improve traffic safety in the beach area.

This trail is a part of the 2023 approved work plan.

The project received its Development Permit /Coastal Development Permit in July of 2022.

DISCUSSION

The trail is to be constructed with approximately 150 tons of decomposed granite placed as shown on the trail exhibit included. No header boards for the trail will be installed. No new landscaping or irrigation is included in this project. The trail will be 10' wide. The trail entrance points will be larger as a design feature.

Wayfinding and regulatory signage will be installed. A dog bag dispenser will be installed at The Linden Avenue end.

The City solicited proposals from two vendors and received a proposal for services from Bob's Backhoe & Trucking. The amount of \$33,800 dollars exceeds the City Manager's signing authority and requires City Council Approval.

The trail is considered an interim improvement. This is because the Surfliner Inn project, should it be approved, includes the installation of a permanent trail and parking lot at the same location. The permanent trail has more features such as header boards, landscaping and possibly trail side solar lighting similar to the Palm to Linden Trail.

Should the Surfliner Inn not move forward, the City would have the option to upgrade the interim trail to a higher level project. Much of the trail materials such as decomposed granite can be reused in either case as desired.

POLICY CONSIDERATIONS

Installation of trail features that improve the safety conditions in the vicinity of the railroad and provide coastal access are important.

The Carpinteria General plan contains many references to providing recreational trails throughout the city.

- **C-6c.** Encourage development of available railroad rights-of -way for alternative transportation, bicycle, recreation, trail, parking related, and other appropriate uses.
- **CD-8b.** To provide convenient pedestrian routes, the existing network of automobile lanes, trails and pedestrian ways in the Downtown District and adjacent neighborhoods should be preserved, reinforced and extended into other neighborhoods. This pedestrian network should be in addition to, not in lieu of, pedestrian ways on the streets.
- **OSC-15a.** The City's trail system shall be maintained and expanded upon based upon Figure C-3, the Trails Map, and, if approved by the Coastal Commission in an amendment to its Local Coastal Plan, the Trails Master Plan or similar implementing document.
- **OSC-14a.** Increase coastal and recreational access for all segments of the population, including the disabled and elderly, while protecting natural resources, particularly environmentally sensitive habitat areas.

FINANCIAL CONSIDERATIONS

The contractor's proposed cost is not to exceed \$33,800.00. This capital improvement project (CIP) project is listed in the City's CIP Program as Project # PK-23-004. The project is budgeted in this fiscal year.

LEGAL

The Project is not required to be formally publicly bid because of the low value of the contract. Pursuant to California Public Contract Code § 22032 public projects of sixty thousand dollars (\$60,000) or less may be performed by the employees of a public agency by force account, by negotiated contract, or by purchase order. In this case, the project is proposed to be installed by negotiated contract.

OPTIONS

1. Authorize the City Manager to execute the construction contract
2. Do not authorize the contract and provide direction to Staff.

PRINCIPAL PARTIES EXPECTED AT MEETING

None

ATTACHMENTS

Agreement for Services

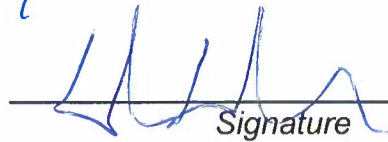
Aerial photo with project graphic overlay

Staff contact: Matthew Roberts, Parks and Recreation Director

(805) 755-4449 Mattr@CarpinteriaCA.gov


Signature

Reviewed by: Dave Durflinger, City Manager
(805) 755-4400 Daved@CarpinteriaCA.gov


Signature

BOB'S
Backhoe & Trucking
Demolition • Excavation • Grading • Underground Utilities
10 Wheelers • End Dumps • Transfers

March 2, 2023

Matt Roberts
City of Carpinteria

PROPOSAL
Location: Linden to Holly Trail

Linden to Holly Trail

Clear & grub light grass, leave on site.
Rough grade path, 800lf X 10' wide, compact sub-grade with pad foot compactor.
Import & place 150 tons of decomposed granite with stabilizer, compact & roll smooth.

Exclude bender board, DG to be placed on sub-grade, no base.
Prevailing Rates apply.

Price - \$33,800.00

Conditions + Exclusions of Bid:

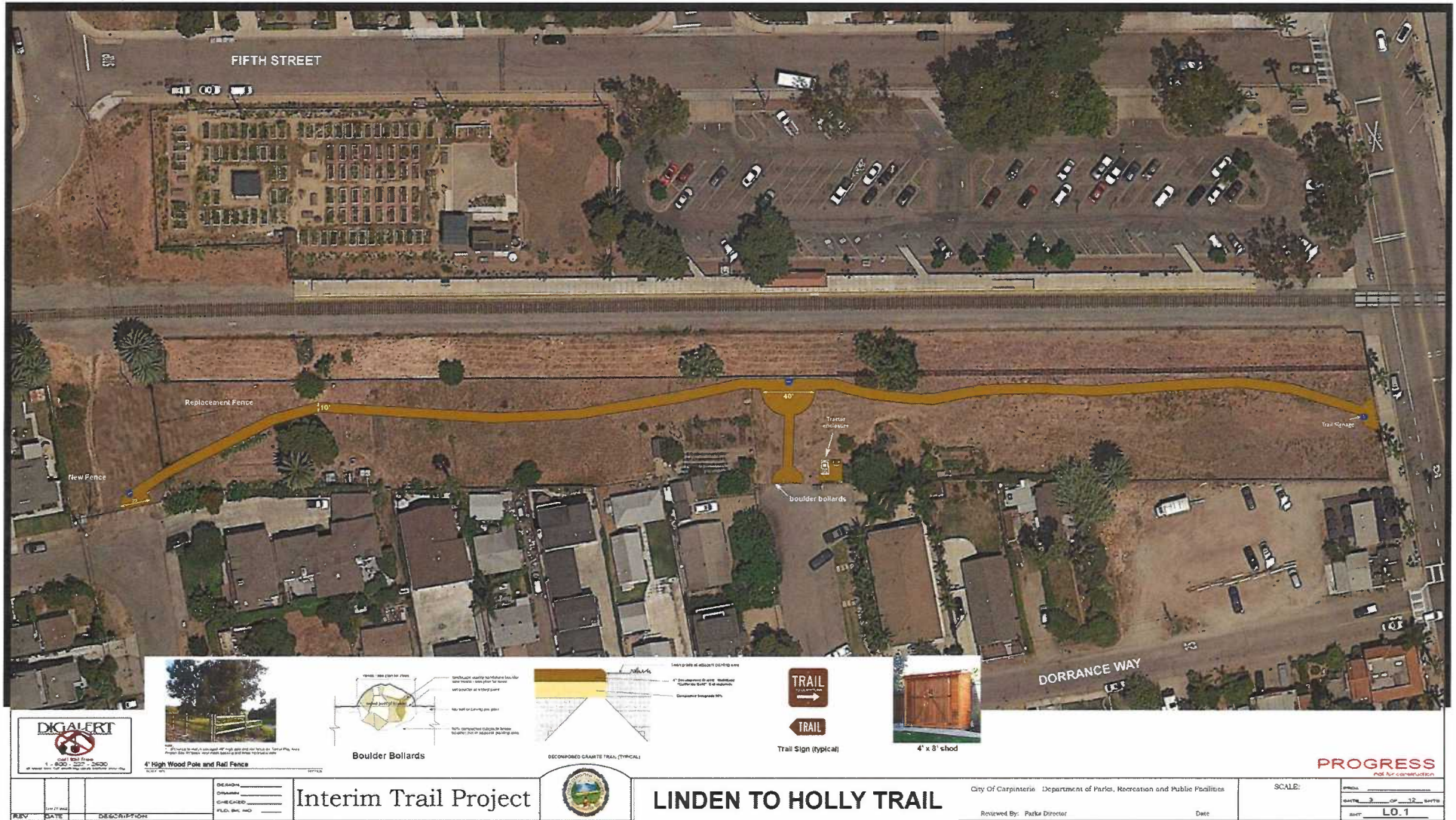
- ✓ General contractor (or owner) responsible for all permits, survey (grade stakes/layout) and testing.
- ✓ Water must be provided on site for use for our use during demolition and grading operations.
- ✓ Rock Clause: if rock larger than 6" is encountered or necessitates screening of materials, there will be additional charges.
- ✓ If there are excessive roots or underground structures present, there will be extra costs.
- ✓ EXCLUDE shoring design, installation, monitoring and/or removal (if required).
- ✓ Bob's Backhoe not responsible for damage to driveways, concrete/asphalt or unmarked utility lines.
- ✓ Bob's Backhoe is not responsible for the removal or mitigation of hazardous materials, treated wood and railroad ties (if present).
- ✓ Please allow 4 weeks for scheduling. Materials price is good for 2 weeks.
- ✓ Bob's not reasonable for testing fees or permits.

Thank You,
Mike Hearn

Phone (805) 967 - 5849
Fax (805) 683 - 1989
Email mike@bobsbackhoeinc.com

License #836460

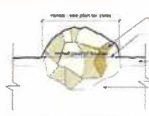
5775 Thornwood Drive
Goleta, CA 93117







4" High Wood Pole and Rail Fence



Boulder Bollards



DECOMPOSED GRANITE TRAIL (TYPICAL)



Trail Sign (typical)



4' x 8' shed

PROGRESS
PARKS & RECREATION

REV	DATE	DESCRIPTION



Interim Trail Project

LINDEN TO HOLLY TRAIL

City Of Carpinteria Department of Parks, Recreation and Public Facilities

Reviewed By: Parks Director Date: _____

SCALE: _____

DATE: 3-20-2024 BY: L.O.1

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR CONTRACTOR SERVICES ("Agreement") is made and effective as of the 27th day of March, 2023 by and between the City of Carpinteria, a municipal corporation ("City"), and Bob's Backhoe & Trucking ("Contractor") (collectively, the "Parties") at Carpinteria, California, with reference to the following facts:

- A. City has determined that it is necessary and appropriate to engage professional general engineering and construction services to carry out the services described herein; and
- B. Contractor has represented itself as being fully qualified and available to perform the services necessary to complete the work in a timely manner; and
- C. City desires to contract with Contractor and Contractor is willing to perform the 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 Contractor 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. Contractor hereby agrees to perform said services within the designated time frames and accepts this retention. Contractor shall complete the Basic Services within forty days of entering into this agreement. 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 Contractor perform additional services that are beyond the current scope of the Basic Services, but within the expertise of Contractor ("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 Contractor's fee for such additional services. Basic Services and Additional Services are referenced collectively as "Services."

2. PERFORMANCE.

- 2.1 Standard of Performance. Contractor 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 Contractor hereunder in meeting its obligations under this Agreement. Contractor 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. Contractor shall furnish, at its own expense, all labor, materials, equipment, tools, transportation and services necessary for the successful completion of the Services. Contractor shall give its attention and supervision to the fulfillment of the provisions of this Agreement by its employees and subcontractors and shall be responsible for the timely performance of the Services required by this Agreement.
- 2.3 Review of Service. Contractor shall furnish City with reasonable opportunities from time to time to ascertain whether the Services of Contractor are being performed in accordance with this Agreement. All work done and materials furnished shall be subject to final review and approval by City; Contractor 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 Contractor 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 Contractor and may execute all necessary documents to authorize Contractor to perform Additional Services as provided for herein.
- 2.5 Representations and Warranties. Contractor 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 Contractor are completed to the satisfaction of the City, but in no event later than the 30th day of June 2023; unless terminated earlier as provided for herein.
4. COMPENSATION.
- 4.1 Basic Services. For Basic Services, City shall pay Contractor on a time and materials basis, not to exceed amount of Thirty-eight thousand eight hundred and 00/100 Dollars (\$38,800.00) as full compensation for all labor, materials, equipment, tools, transportation, and Services. This compensation shall be paid in accordance with the payment rates and schedule as set forth in Exhibit B, attached hereto and

incorporated herein by this reference as though set forth in full, based on the actual time spent on the tasks and the actual price of the necessary materials.

- 4.2 Additional Services. Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to the Basic Services, unless such Additional Services are authorized in advance and in writing in the method provided for herein. Contractor will submit fee estimates for such Additional Services upon request of City.
- 4.3 Invoices. Each and every payment by City shall be subject to City's receipt of an invoice outlining the items for which payment is requested. Payment to Contractor as to any undisputed fees shall be made, after verification of Contractor's performance, within 30 (thirty) days of receipt of invoice. If City disputes any of Contractor's fees, it shall give written notice to Contractor within 30 (thirty) days of receipt of an invoice of such disputed fees.
- 4.4 Withholding. City reserves the right to withhold future payment to Contractor if any aspect of the Contractor's work is found to be substantially inadequate. City shall notify Contractor in writing of deficiencies believed to be substantially inadequate within thirty (30) days after receipt of product.
- 4.5 Taxes/Insurance/Licenses. Contractor 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 Contractor is responsible for paying as an independent contractor under federal, state or local law. At all times during the term of this Agreement, Contractor 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 Contractor.

5. RECORDS.

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

- 5.3 Original Records. Upon completion of, or in the event of termination or suspension of this Agreement, all completed and incomplete original agreements, data, documents, designs, drawings, exhibits, maps, models, computer files, reports, studies, surveys, notes, and other work, materials or documents prepared or used to prepare Contractor's work product in the course of providing the Services pursuant to this Agreement ("Contractor Work Product") shall become the sole property of City once the Contractor has received payment. City may duplicate, disclose, disseminate, use, reuse or otherwise dispose of Contractor Work Product in whole or in part in any manner it deems appropriate, without the permission of Contractor. With respect to computer files, Contractor shall make available to the City, at Contractor'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. Contractor may retain copies of such Contractor Work Product as a part of its record of professional activity.

6. TERMINATION.

- 6.1 Termination Without Cause. This Agreement may be terminated by either party for any reason upon ten (10) days prior written notice by the terminating party to the other party. In the event of a termination, the date of termination shall be deemed to be the first business day occurring after the expiration of the notice period. Upon receipt of said notice, Contractor 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 Contractor to be licensed, as required;
- ☐ Failure to substantially comply with any applicable federal, state or local law or regulation;
- ☐ Filing by or against Contractor of any petition under any law for the relief of debtors; and,
- ☐ Filing of a criminal complaint against Contractor 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 Contractor for the outstanding balance owed for work performed up to the time of termination. Upon termination of the Agreement, Contractor 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 Contractor 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 Contractor, 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.** Contractor 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.**

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

10. **RELEASE OF INFORMATION.**

10.1 Confidentiality. All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released except to the City, directly or indirectly, by Contractor without City's prior written authorization. Contractor, its officers, employees, subcontractors or sub-Contractors 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 Contractor 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. Contractor shall promptly notify the City Manager and City Attorney in writing if Contractor, its officers, employees, agents, subcontractors or subcontractors 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 Contractor's related Services. City has no obligation to, but may exercise discretion to represent Contractor and/or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide the City an opportunity to review any response to discovery requests provided by Contractor. 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. Contractor 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 Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees or agents, except as set forth in this Agreement. Contractor 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. Contractor 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 Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages or other compensation to Contractor for performing Services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing Services hereunder.
- 11.3 Contractor Duty to City. Contractor 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 Contractor. Contractor 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 Contractor under this Agreement. Contractor further covenants that, in the performance of this Agreement, no subcontractor or employee having such an interest shall be employed by Contractor. Contractor 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 Contractors. Contractor agrees to comply with any applicable conflict of interest code.
- 11.5 Undue Influence. Contractor 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 Contractor or any officer, employee or agent of Contractor, 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 Contractor 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 Contractor each agree to cooperate with one another, to use their best efforts, to act in good faith, and to promptly perform such acts and execute such documents or instruments as are reasonably necessary and proper to consummate the transactions contemplated by this Agreement.
- 12.3 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if personally served or on the second day after mailing if mailed by first-class mail, registered or certified, return receipt requested, postage prepaid and properly addressed as follows:

To City:

Dave Durlinger, City Manager
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013
Phone:(805) 684-5405

email: Daved@CarpinteriaCA.gov

To Contractor:

Bob's Backhoe & Trucking
5775 Thornwood Drive
Goleta, CA 93117
Phone (805) 967-5849

email: Mike@bobsbackhoeinc.com

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. Contractor 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 Contractor 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 Contractor to comply with this Section.

- 12.5 Licenses. At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses required by law for the performance of services described in this Agreement.
- 12.6 Labor Conditions. City is a public entity in the state of California, and therefore, City and Contractor 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 Contractor.
- 12.7 Labor Requirements. Contractor 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 Contractor 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, Contractor is required to comply with the statutory requirements relating to employment of apprentices. Contractor also must secure the payment of workers' compensation to its employees as provided by California law. Consult acknowledges its obligation to secure payment of Workers' Compensation before beginning work as set forth in the attached Exhibit D ("Acknowledgement of Workers' Compensation Obligation") which is incorporated by this reference as through set forth in full. Additionally, Contractor 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. Contractor shall comply with all local, state, and federal laws relating to equal employment opportunity rights.
- 12.9 Assignment. Contractor 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 Contractor 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 Contractor 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 Contractor 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

"CONTRACTOR"
Bob's Backhoe & Trucking

By: _____
David Durflinger, City Manager

By: _____
Mike Hearn, Bob's Backhoe Inc.

EXHIBIT A

Backhoe & Trucking BOB'S

Demolition □ Excavation □ Grading □ Underground Utilities
10 Wheelers □ End Dumps □ Transfers

PREVAILING WAGE - NOVEMBER 2022

EQUIPMENT (OPERATED) RATES	RATE	TRUCKS (non Prevailing Wage)	RATES
CAT 320 Excavator (24, 36, 48 inch buckets with hydraulic thumb)	\$225.00 per hour	Semi End Dump (5 axle)	\$130.00 per hour
CAT 320 Excavator w/ Concrete Pulverizer	\$270.00 per hour	40' Flat Bed Truck (5 axle)	\$130.00 per hour
CAT 320 Excavator w/ Hydraulic Breaker	\$270.00 per hour	High Side End Dump (5 axle)	\$145.00 per hour
CAT 315 Excavator (24" or 42" bucket with hydraulic thumb)	\$175.00 per hour	Transfer/Trailer Truck (5 axle)	\$130.00 per hour
CAT 308 Excavator (12, 24, 36 inch buckets with hydraulic thumb)	\$165.00 per hour	Semi Bottom Dump (5 axle)	\$130.00 per hour
CAT 305 Mini Excavator (12, 24, 36 inch buckets)	\$150.00 per hour	Double Bottom Dump (5 axle)	\$130.00 per hour
CAT 303.5 Mini Excavator (12, 18, 24, 30 inch buckets)	\$140.00 per hour	10 Wheel Dump Truck (3 axle)	\$115.00 per hour
CAT 303.5 Mini Excavator w/ Hydraulic Breaker	\$175.00 per hour	2000 Gallon Water Truck	\$110.00 per hour
GRADALL 544 Reach Forklift with forks & bucket	\$150.00 per hour	Low Bed Trailer (5 axle / 16 tire) (over 102" requires permit)	\$145.00 per hour
JD 410 Backhoe w/extendahoe (4WD, 4 in 1 bucket, 5 buckets - 12, 18, 24, 30, 36 inch)	\$150.00 per hour		
JD 410 Backhoe with Hydraulic Breaker	\$190.00 per hour		
CAT CP563 Compactor	\$160.00 per hour		
CAT 433 Compactor	\$135.00 per hour		
CAT CP-323C Compactor	\$125.00 per hour		
CAT CD-214E Smooth Drum Roller	\$135.00 per hour		
CAT D6T Dozer	\$245.00 per hour		
JD210 Skiploader	\$145.00 per hour		
JD 323 Skidsteer	\$140.00 per hour		
Cat 289D Skidsteer	\$140.00 per hour		
Cat 928G Loader (2.5 CY bucket)	\$175.00 per hour		
JD 644J Loader (4 CY bucket)	\$190.00 per hour		
CAT 963C Track Loader (4 in 1 bucket, rippers)	\$190.00 per hour		
		TRUCKS (Prevailing Wage)	RATES
		Semi End Dump (5 axle)	\$170.00 per hour
		40' Flat Bed Truck (5 axle)	\$170.00 per hour
		High Side End Dump (5 axle)	\$185.00 per hour
		Transfer/Trailer Truck (5 axle)	\$170.00 per hour
		Semi Bottom Dump (5 axle)	\$170.00 per hour
		Double Bottom Dump (5 axle)	\$170.00 per hour
		10 Wheel Dump Truck (3 axle)	\$170.00 per hour
		2000 Gallon Water Truck	\$170.00 per hour
		Low Bed Trailer (5 axle / 16 tire) (over 102" requires permit)	\$175.00 per hour
		MISCELLANEOUS	
		Foreman w/ Pickup Truck & Laser/Too	\$105.00 per hour
		Foreman/Operator (Labor only)	\$100.00 per hour
		Labor	\$85.00 per hour
		Air Compressor with 60# Jack Hamme and Chipping Gun	\$450.00 per day
			\$300.00 per day
			\$65.00 per day
		"Walk Behind" SheepsFoot Compactor	\$200.00 per day
		Jumping Jack (Wacker)	\$130.00 per day
		1" Steel Plate (4' x 10' / 5' x 10')	\$125.00 per mouth
		Rumble Plate (8' x 10')	\$150.00 per mouth
		Shoring, Compaction Wheels, Attachments	Various
		48" Skeleton Bucket	\$150.00 per day
		Power Screen	\$175.00 per hour
		Manual Screen	\$500.00 per day
		Man Basket	\$100.00 per day
		NOTES	
		Material prices are available upon request.	
		Mobilization (move in / move out) is an additional charge.	
		Permits (if necessary) are an additional charge.	
		Trucking & Equipment Rates are (4) hour minimum.	
		Trucking rates are subject to change without notice, due to fuel increase.	
		Truck rates will have a 15% fuel surcharge	
		Equipment rates will have a 15% fuel surcharge	

Phone (805) 967-5849
Fax (805) 683-1989
Email mike@bobsbackhoeinc.com

License #836460 5775 Thornwood Drive DIR #1000017993 Goleta, CA 93117

EXHIBIT B

City will pay approved invoices within 30 days of receipt.

Invoices should be mailed to:

The City of Carpinteria

Attn: Accounts Payable

5775 Carpinteria Avenue

Carpinteria, CA 93013

EXHIBIT C

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Contractor will maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Contractor agrees to amend, supplement or endorse the existing coverage to do so. Contractor 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.

Contractor 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 Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.

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

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Contractor, subcontractors 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 Contractor 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 Contractor. Contractor and City agree to the following with respect to insurance provided by Contractor:

1. Contractor 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. Contractor also agrees to require all contractors and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Contractor, or Contractor's employees or agents, from waiving the right of subrogation prior to a loss. Contractor 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. Contractor 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 Contractor'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 Contractor or deducted from sums due Contractor, 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. Contractor 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 Contractor or any subcontractor, is intended to apply first and on a primary, noncontributing basis in relation to any other insurance or self insurance available to City.

10. Contractor agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor 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. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.
11. Contractor 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 Contractor'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 Contractor, 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 Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, 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. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor 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. Contractor 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. Contractor 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 Contractor'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 Contractor under this Agreement. Contractor 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. Contractor 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 Contractor 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 Contractor's insurance is primary to that of any insurance claimed by the City.

Contractor agrees to provide immediate notice to City of any claim or loss against Contractor 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 Contractor is required to sign and file a statement acknowledging its obligation to secure payment of Workers' Compensation before beginning work.

ACKNOWLEDGEMENT OF WORKERS' COMPENSATION OBLIGATION

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

Contractor

By: _____
Name, Title of Signator

Dated: _____



City of Carpinteria

COUNCIL AGENDA STAFF REPORT March 27, 2023

ITEM FOR COUNCIL CONSIDERATION

Authorize the City Manager to execute an Agreement for Services in the amount of \$46,800.00 to demolish an outbuilding located at 6155 Carpinteria Avenue (APN 001-180-040).

STAFF RECOMMENDATION

Authorize the City Manager to execute an Agreement for Services in an amount not to exceed \$46,800.00 for Bob's Backhoe & Trucking to demolish the outbuilding located at 6155 Carpinteria Avenue.

Sample Motion: I move to authorize the City Manager to execute the Agreement for Services in an amount not to exceed \$46,800.00 for Bob's Backhoe & Trucking to demolish an out building located at 6155 Carpinteria Avenue.

BACKGROUND

In December of 2018, the City purchased a surface easement for public trail purposes over the property known as 6155 Carpinteria Avenue (Property). Funding for the acquisition (\$302,000) came from a Habitat Conservation Fund grant (\$155,000) and the City's Park Land Acquisition Fund.

The easement makes an inside link needed to complete the Coastal Vista Trail in this area.

The negotiated easement boundaries include a portion of an outbuilding in the southern part of the Property. The City, as a part of the negotiated terms of the easement, agreed to remove the outbuilding in order to make way for the trail.

A Right of Entry and Temporary Construction Easement has also been negotiated between the City and the Land Owner to allow for the proposed work.

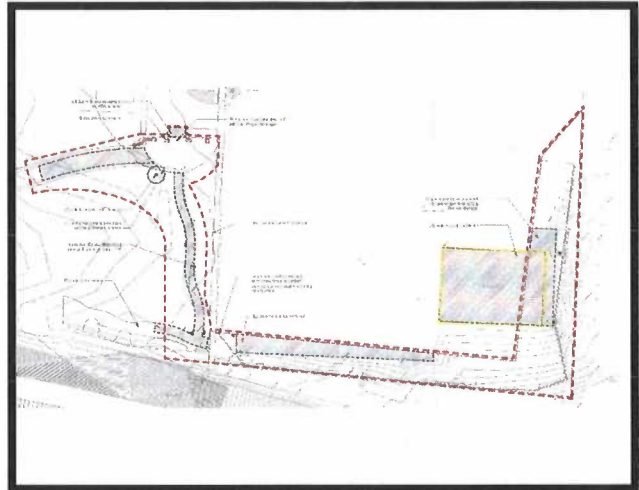


This trail is a part of the 2023 approved work plan.

The project received its Development Permit/Coastal Development Permit in July of 2022.

The building was inspected and tested in August of 2022 for asbestos contamination by Insight Environmental, Inc. No asbestos was detected.

In January of 2023, the City granted a demolition permit for the removal of the building. All utility providers have signed the permit and the Air Pollution Control District has issued a permit as well.



DISCUSSION

The proposed action will allow the City to remove the building and proceed with the trail project. The removal of the building is the first phase. The final trail design will be pursued in the next fiscal year. The final design includes some reconfiguration of the coastal overlook on the east side of the Carpinteria Bluffs Nature Preserve. The final design also features ADA accessibility, landscaping and fencing. See the attached trail Project Plan.

POLICY CONSIDERATIONS

Installation of trail features that improve the safety conditions in the vicinity of the railroad and provide coastal access are important.

The Carpinteria General plan contains many references to providing recreational trails throughout the city.

- **CD-8b.** To provide convenient pedestrian routes, the existing network of automobile lanes, trails and pedestrian ways in the Downtown District and adjacent neighborhoods should be preserved, reinforced and extended into other neighborhoods. This pedestrian network should be in addition to, not in lieu of, pedestrian ways on the streets.
- **OSC-15a.** The City's trail system shall be maintained and expanded upon based upon Figure C-3, the Trails Map, and, if approved by the Coastal Commission in an amendment to its Local Coastal Plan, the Trails Master Plan or similar implementing document.

- **OSC-14a.** Increase coastal and recreational access for all segments of the population, including the disabled and elderly, while protecting natural resources, particularly environmentally sensitive habitat areas.

FINANCIAL CONSIDERATIONS

The contractor's proposed cost is not to exceed \$46,800. This CIP project is listed in the City's CIP Program as Project # PK-20-002. The required funding for this action is budgeted in this fiscal year.

LEGAL

The Project is not required to be formally publicly bid because of the low value of the contract. Pursuant to California Public Contract Code § 22032 public projects of sixty thousand dollars (\$60,000) or less may be performed by the employees of a public agency by force account, by negotiated contract, or by purchase order. In this case, the project is proposed to be installed by negotiated contract.

OPTIONS

1. Authorize the City Manager to execute the construction contract
2. Do not authorize the contract and provide direction to Staff.

PRINCIPAL PARTIES EXPECTED AT MEETING

None

ATTACHMENTS

Attachment A: Agreement for Services

Attachment B: Trail Project Plans

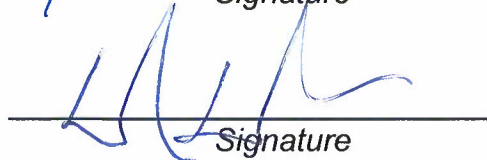
Staff contact: Matthew Roberts, Parks and Recreation Director

(805) 755-4449 Matr@CarpinteriaCA.gov


Signature

Reviewed by: Dave Durlinger, City Manager

(805) 755-4400 Daved@CarpinteriaCA.gov


Signature

Attachment A

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR CONTRACTOR SERVICES ("Agreement") is made and effective as of the 27th day of November, 2023 by and between the City of Carpinteria, a municipal corporation ("City"), and Bob's Backhoe & Trucking ("Contractor") (collectively, the "Parties") at Carpinteria, California, with reference to the following facts:

- A. City has determined that it is necessary and appropriate to engage professional general engineering and construction services to carry out the services described herein; and
- B. Contractor has represented itself as being fully qualified and available to perform the services necessary to complete the work in a timely manner; and
- C. City desires to contract with Contractor and Contractor is willing to perform the 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 Contractor 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. Contractor hereby agrees to perform said services within the designated time frames and accepts this retention. Contractor shall complete the Basic Services within forty days of entering into this agreement. 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 Contractor perform additional services that are beyond the current scope of the Basic Services, but within the expertise of Contractor ("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 Contractor's fee for such additional services. Basic Services and Additional Services are referenced collectively as "Services."

2. PERFORMANCE.

- 2.1 Standard of Performance. Contractor 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 Contractor hereunder in meeting its obligations under this Agreement. Contractor 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. Contractor shall furnish, at its own expense, all labor, materials, equipment, tools, transportation and services necessary for the successful completion of the Services. Contractor shall give its attention and supervision to the fulfillment of the provisions of this Agreement by its employees and subcontractors and shall be responsible for the timely performance of the Services required by this Agreement.
- 2.3 Review of Service. Contractor shall furnish City with reasonable opportunities from time to time to ascertain whether the Services of Contractor are being performed in accordance with this Agreement. All work done and materials furnished shall be subject to final review and approval by City; Contractor 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 Contractor 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 Contractor and may execute all necessary documents to authorize Contractor to perform Additional Services as provided for herein.
- 2.5 Representations and Warranties. Contractor 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 Contractor are completed to the satisfaction of the City, but in no event later than the 30th day of June 2023; unless terminated earlier as provided for herein.
4. COMPENSATION.
- 4.1 Basic Services. For Basic Services, City shall pay Contractor on a time and materials basis, not to exceed amount of forty-six thousand eight hundred and 00/100 Dollars (\$46,800.00) as full compensation for all labor, materials, equipment, tools, transportation, and Services. This compensation shall be paid in accordance with the payment rates and schedule as set forth in Exhibit B, attached hereto and

incorporated herein by this reference as though set forth in full, based on the actual time spent on the tasks and the actual price of the necessary materials.

- 4.2 Additional Services. Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to the Basic Services, unless such Additional Services are authorized in advance and in writing in the method provided for herein. Contractor will submit fee estimates for such Additional Services upon request of City.
- 4.3 Invoices. Each and every payment by City shall be subject to City's receipt of an invoice outlining the items for which payment is requested. Payment to Contractor as to any undisputed fees shall be made, after verification of Contractor's performance, within 30 (thirty) days of receipt of invoice. If City disputes any of Contractor's fees, it shall give written notice to Contractor within 30 (thirty) days of receipt of an invoice of such disputed fees.
- 4.4 Withholding. City reserves the right to withhold future payment to Contractor if any aspect of the Contractor's work is found to be substantially inadequate. City shall notify Contractor in writing of deficiencies believed to be substantially inadequate within thirty (30) days after receipt of product.
- 4.5 Taxes/Insurance/Licenses. Contractor 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 Contractor is responsible for paying as an independent contractor under federal, state or local law. At all times during the term of this Agreement, Contractor 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 Contractor.

5. RECORDS.

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

- 5.3 Original Records. Upon completion of, or in the event of termination or suspension of this Agreement, all completed and incomplete original agreements, data, documents, designs, drawings, exhibits, maps, models, computer files, reports, studies, surveys, notes, and other work, materials or documents prepared or used to prepare Contractor's work product in the course of providing the Services pursuant to this Agreement ("Contractor Work Product") shall become the sole property of City once the Contractor has received payment. City may duplicate, disclose, disseminate, use, reuse or otherwise dispose of Contractor Work Product in whole or in part in any manner it deems appropriate, without the permission of Contractor. With respect to computer files, Contractor shall make available to the City, at Contractor'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. Contractor may retain copies of such Contractor Work Product as a part of its record of professional activity.

6. TERMINATION.

- 6.1 Termination Without Cause. This Agreement may be terminated by either party for any reason upon ten (10) days prior written notice by the terminating party to the other party. In the event of a termination, the date of termination shall be deemed to be the first business day occurring after the expiration of the notice period. Upon receipt of said notice, Contractor 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 Contractor to be licensed, as required;
- Failure to substantially comply with any applicable federal, state or local law or regulation;
- Filing by or against Contractor of any petition under any law for the relief of debtors; and,
- Filing of a criminal complaint against Contractor 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 Contractor for the outstanding balance owed for work performed up to the time of termination. Upon termination of the Agreement, Contractor 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 Contractor 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 Contractor, 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.** Contractor 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.**

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

10. **RELEASE OF INFORMATION.**

10.1 Confidentiality. All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released except to the City, directly or indirectly, by Contractor without City's prior written authorization. Contractor, its officers, employees, subcontractors or sub-Contractors 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 Contractor 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. Contractor shall promptly notify the City Manager and City Attorney in writing if Contractor, its officers, employees, agents, subcontractors or subcontractors 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 Contractor's related Services. City has no obligation to, but may exercise discretion to represent Contractor and/or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide the City an opportunity to review any response to discovery requests provided by Contractor. 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. Contractor 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 Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees or agents, except as set forth in this Agreement. Contractor 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. Contractor 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 Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages or other compensation to Contractor for performing Services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing Services hereunder.
- 11.3 Contractor Duty to City. Contractor 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 Contractor. Contractor 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 Contractor under this Agreement. Contractor further covenants that, in the performance of this Agreement, no subcontractor or employee having such an interest shall be employed by Contractor. Contractor 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 Contractors. Contractor agrees to comply with any applicable conflict of interest code.
- 11.5 Undue Influence. Contractor 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 Contractor or any officer, employee or agent of Contractor, 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 Contractor 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 Contractor each agree to cooperate with one another, to use their best efforts, to act in good faith, and to promptly perform such acts and execute such documents or instruments as are reasonably necessary and proper to consummate the transactions contemplated by this Agreement.
- 12.3 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if personally served or on the second day after mailing if mailed by first-class mail, registered or certified, return receipt requested, postage prepaid and properly addressed as follows:

To City:

Dave Durlflinger, City Manager
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013
Phone:(805) 684-5405

email: Daved@CarpinteriaCA.gov

To Contractor:

Bob's Backhoe & Trucking
5775 Thornwood Drive
Goleta, CA 93117
Phone (805) 967-5849

email: Mike@bobsbackhoeinc.com

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. Contractor 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 Contractor 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 Contractor to comply with this Section.

- 12.5 Licenses. At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses required by law for the performance of services described in this Agreement.
- 12.6 Labor Conditions. City is a public entity in the state of California, and therefore, City and Contractor 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 Contractor.
- 12.7 Labor Requirements. Contractor 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 Contractor 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, Contractor is required to comply with the statutory requirements relating to employment of apprentices. Contractor also must secure the payment of workers' compensation to its employees as provided by California law. Consult acknowledges its obligation to secure payment of Workers' Compensation before beginning work as set forth in the attached Exhibit D ("Acknowledgement of Workers' Compensation Obligation") which is incorporated by this reference as through set forth in full. Additionally, Contractor 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. Contractor shall comply with all local, state, and federal laws relating to equal employment opportunity rights.
- 12.9 Assignment. Contractor 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 Contractor 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 Contractor 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 Contractor 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

"CONTRACTOR"
Bob's Backhoe & Trucking

By: _____
David Durflinger, City Manager

By: _____
Mike Hearn, Bob's Backhoe Inc.

EXHIBIT A

Backhoe & Trucking BOB'S

Demolition □ Excavation □ Grading □ Underground Utilities

10 Wheelers □ End Dumps □ Transfers

PREVAILING WAGE - NOVEMBER 2022

[illegible]

NOTES

Material prices are available upon request.
Mobilization (move in / move out) is an additional charge.
Permits (if necessary) are an additional charge.
Trucking & Equipment Rates are (4) hour minimum.
Trucking rates are subject to change without notice, due to fuel increase.
Truck rates will have a 15% fuel surcharge
Equipment rates will have a 15% fuel surcharge

Exhibit A

BOB'S Backhoe & Trucking

Demolition • Excavation • Grading • Underground Utilities
10 Wheelers • End Dumps • Transfers

March 14, 2023

City of Carpinteria
Matt Roberts
Mattr@ci.carpinteria.ca.us

PROPOSAL

Building #2 – Behind S&S Seed
Saw cut approx. 400 lf
Remove 100lf of fence & shrubs
Remove flat work
Demo, haul and dispose of existing block building and
concrete foundation, approx. 75' x 60'

Price - \$46,800.00

Deliver and place 2,000 SF of road base and pave.

Price - \$15,000.00

Not responsible for damage to A/C driveway.

Conditions + Exclusions of Bid:

- ✓ General contractor (or owner) responsible for all permits, survey (grade stakes/layout) and testing.
- ✓ Water must be provided on site for use for our use during demolition and grading operations.
- ✓ Rock Clause: if rock larger than 6" is encountered or necessitates screening of materials, there will be additional charges.
- ✓ If there are excessive roots or underground structures present, there will be extra costs.
- ✓ EXCLUDE shoring design, installation, monitoring and/or removal (if required).
- ✓ Bob's Backhoe not responsible for damage to driveways, concrete/asphalt or unmarked utility lines.
- ✓ Bob's Backhoe is not responsible for the removal or mitigation of hazardous materials, treated wood and railroad ties (if present).
- ✓ Please allow 4 weeks for scheduling. Materials price is good for 2 weeks.
- ✓ Bob's not responsible for testing fees or permits.

Thank You,
Mike Hearn

Phone (805) 967 – 5849
Fax (805) 683 – 1989
Email mike@bobsbackhoeinc.com

License #836460

5775 Thornwood Drive
Goleta, CA 93117

EXHIBIT B

City will pay approved invoices within 30 days of receipt.

Invoices should be mailed to:

The City of Carpinteria

Attn: Accounts Payable

5775 Carpinteria Avenue

Carpinteria, CA 93013

EXHIBIT C

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Contractor will maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Contractor agrees to amend, supplement or endorse the existing coverage to do so. Contractor 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.

Contractor 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 Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.

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

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Contractor, subcontractors 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 Contractor 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 Contractor. Contractor and City agree to the following with respect to insurance provided by Contractor:

1. Contractor 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. Contractor also agrees to require all contractors and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Contractor, or Contractor's employees or agents, from waiving the right of subrogation prior to a loss. Contractor 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. Contractor 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 Contractor'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 Contractor or deducted from sums due Contractor, 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. Contractor 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 Contractor or any subcontractor, is intended to apply first and on a primary, noncontributing basis in relation to any other insurance or self insurance available to City.

10. Contractor agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor 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. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.
11. Contractor 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 Contractor'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 Contractor, 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 Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, 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. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor 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. Contractor 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. Contractor 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 Contractor'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 Contractor under this Agreement. Contractor 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. Contractor 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 Contractor 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 Contractor's insurance is primary to that of any insurance claimed by the City.

Contractor agrees to provide immediate notice to City of any claim or loss against Contractor 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 Contractor is required to sign and file a statement acknowledging its obligation to secure payment of Workers' Compensation before beginning work.

ACKNOWLEDGEMENT OF WORKERS' COMPENSATION OBLIGATION

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

Contractor

By: _____
Name, Title of Signator

Dated: _____

City of Carpinteria Coastal Vista Trail

Carpinteria, CA 93013



Vicinity Map



Client

City of Carpinteria Parks & Recreation Department
5775 Carpinteria Avenue
Carpinteria, California, CA 93013

Contact: Matthew Roberts
Parks and Recreation Director
City Project Manager
Tel. 805.684.5405 x449

General Notes

1. Due to unforeseen circumstances that occur as projects undergo construction, site conditions will change. Therefore, if a built element or new grades are not feasible due to actual site conditions, please call City Project Manager to coordinate this issue prior to construction.
2. Contractor shall read and understand the specifications prior to commencement of work. Failure to adhere to the specifications may result in a delay of the project at the contractor's expense. Contractor shall not alter the design or layout of this project without prior approval of City Project Manager.
3. These plans were developed without complete survey information. Contractor shall confirm all field dimensions and conditions prior to the start of work. Any discrepancies with plans shall be reported to the Landscape Architect and City Project Manager.
4. Contractor shall make modifications to material or method of installation as required by local code with approval by the City Project Manager.
5. The work provided herein shall be performed in accordance with the latest edition of the standard specifications for Public Works Construction, of the Southern California Chapter of the American Public Works Association (Greenbook).

abbreviations

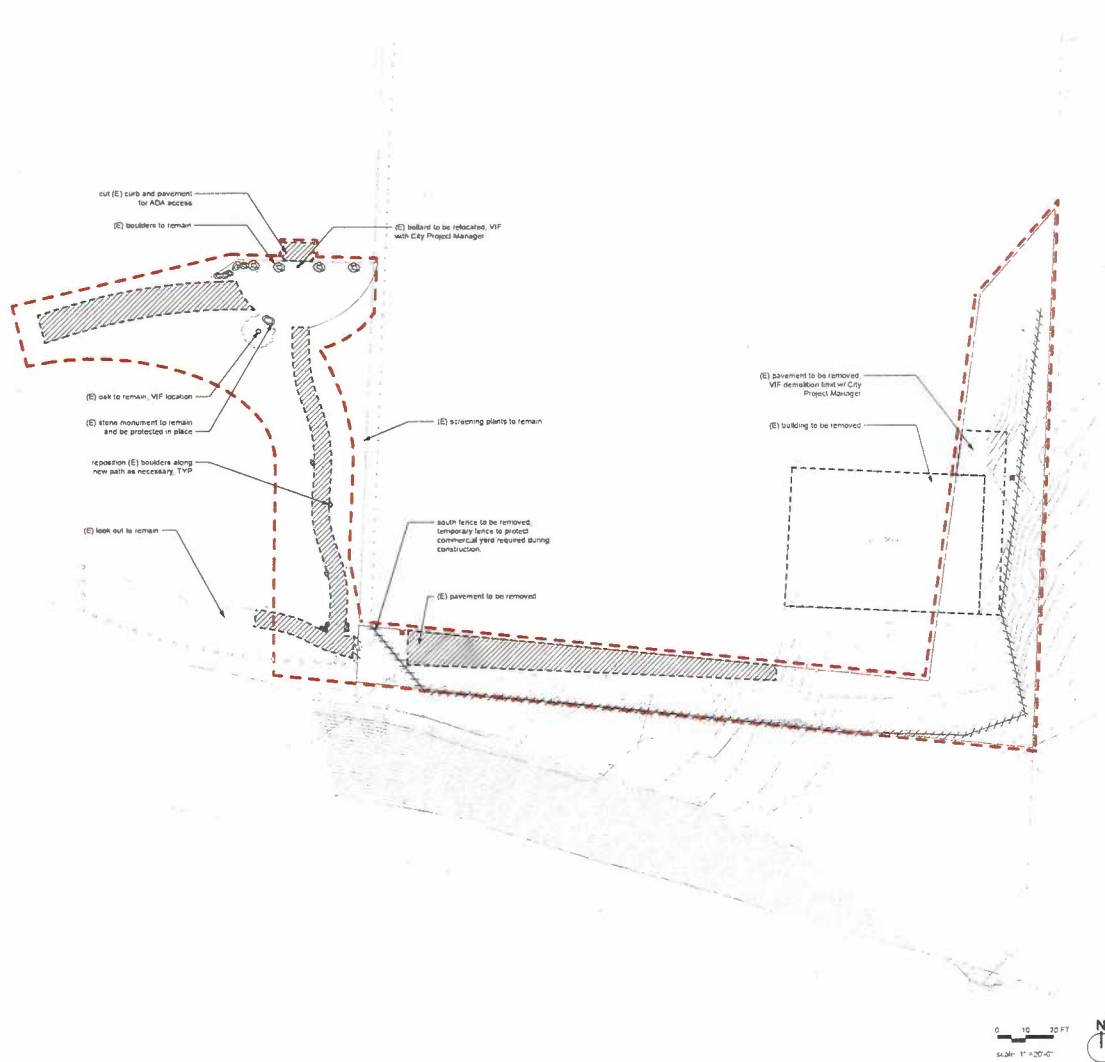
@	- at	MAX	- maximum
CONC	- concrete	MIN	- minimum
DIA	- diameter	(N)	- new
DG	- decomposed granite	NTS	- not to scale
EA	- each	TYP	- typical
(E)	- existing	VIF	- verify in field
SSTL	- stainless steel	w/	- with

Sheet Index

L0.0	Cover Sheet
L1.0	Demolition Plan
L1.1	Grading and Material Plan
L1.2	Grading and Material Details
L2.0	Irrigation Plan
L2.1	Irrigation Details
L3.0	Planting Plan
L3.1	Planting Details

DESIGN	✓	 V&T Associates Inc. landscape architecture + planning 811-1111	FOR REVIEW ONLY	City of Carpinteria Coastal Vista Trail Carpinteria, CA 93013	CITY OF CARPINTERIA PARKS DEPARTMENT	SCALE: WARNING IF THIS BAR DOES NOT MEASURE 1" EQUALS 20' IS NOT TO SCALE	PRG: 19-10 SHT# 1 OF 8 SHTS. SHT L0.0	
DRAWN	✓							
CHECKED	SVA							
FLD. BK. NO.		DIRECTOR PARKS & RECREATION SIGNATURE	DATE	Cover Sheet	REVIEWED:	PARKS DIRECTOR	DATE	20

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Legend

- limits of work line
- - - property line
- o (E) tree to remain
- (E) tree to be removed
- (E) chain link fence
- (E) trail fence
- (E) fence to be removed
- limit of demolition

Demolition Notes

1. Paving to remain shall not be damaged. Paving edges to remain shall be left clean, even and smooth. Contractor responsible for all repairs.
2. Contractor to verify existing underground utilities in the field.
3. Remove all existing shrubs within limit of work area unless otherwise indicated on plan.
4. Regrade planting areas after plant removal to 2" below final paving grade. Provide positive drainage away from proposed paved areas.
5. Preserve and protect the existing trees as noted on the plan.
6. Remove all topsoil and stock pile on top with grading.
7. All salvaged materials to be returned to the City of Carpinteria Parks and Recreation Department; coordinate w/ Matt Roberts Tel. 805-684-5405 x449.
8. Building removal included in the contract. Utilities to the building must be disconnected at the panel (electrical). The contractor to verify if there are gas and cable need to be removed.
9. Building disposal must comply with recycling mandates per city code.

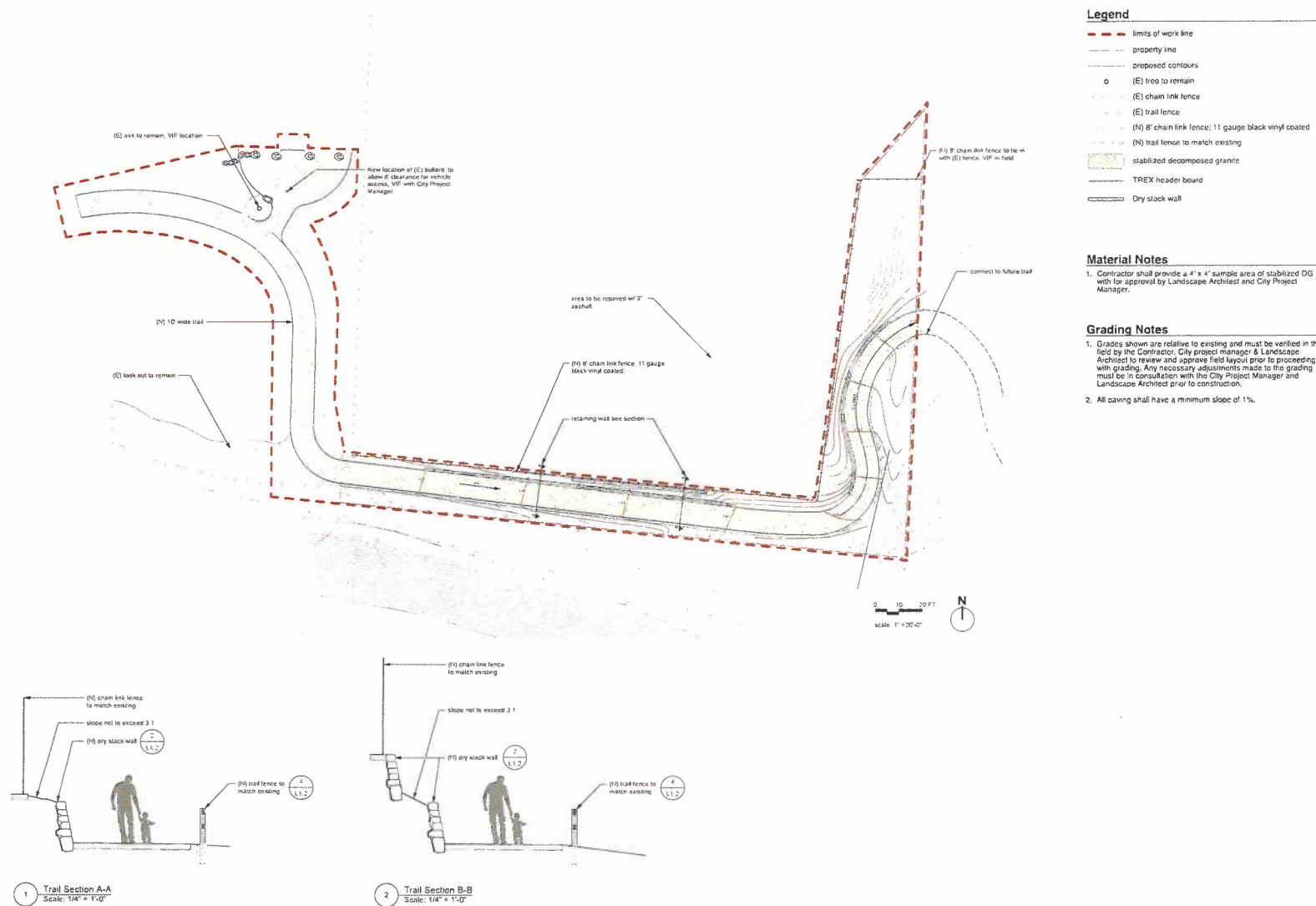
Tree Protection Notes

1. Fence off all trees from construction at the critical root zone (or where practical) with 6" temporary chain link construction fence, refer to detail this sheet.
2. No activities or storage of construction materials shall be allowed within fenced tree areas.
3. Any digging within the root zone of any protected trees shall be done by hand.
4. All roots encountered shall be cut cleanly with a sharp saw to allow for new root regeneration, backfilled immediately or kept moist to prevent drying out.
5. Any trees affected by the construction process shall be deep-root fertilized to promote better health and vigor.
6. Compaction of the root zone shall be avoided by spreading 3-4" of mulch. Mulch shall be kept 6" MIN away from tree trunk.
7. During hot, dry periods, tree foliage may need to be washed with high pressure water to remove construction dust.
8. All trenching of utilities, irrigation and lighting shall not encroach within the critical root zone unless approved by County of Santa Barbara's representative.

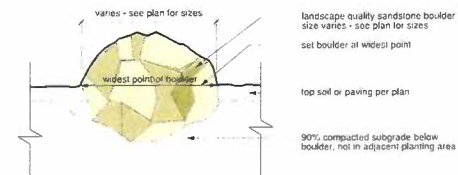
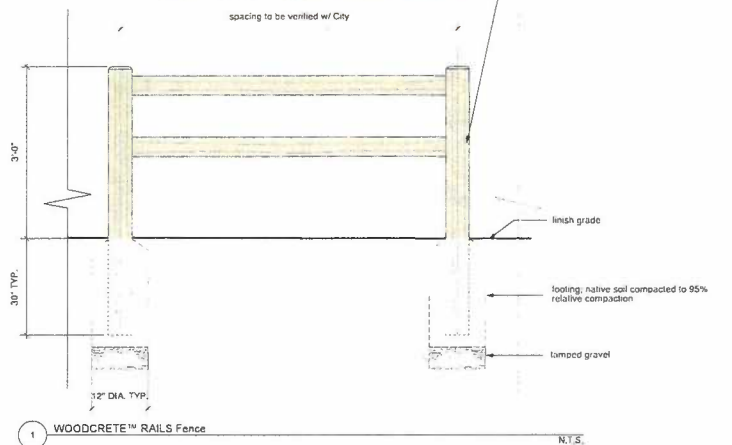
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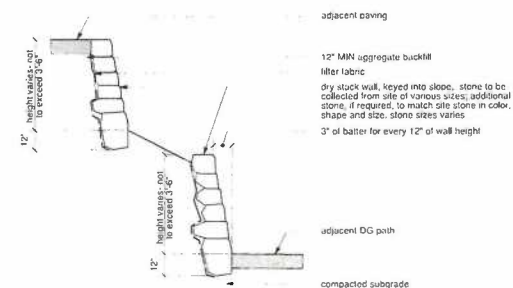
DESIGN J.A.		 V&I Associates Inc. Carpinteria, CA 93013	FOR REVIEW ONLY	City of Carpinteria Coastal Vista Trail Carpinteria, CA 93013	CITY OF CARPINTERIA PARKS DEPARTMENT	SCALE: WARNING 1" = 20'-0" IF THIS BAR DOES NOT MEASURE, IT IS NOT TO SCALE	PROJ. 19-10 SHT# 2 OF 8 SHTS. SHT L1.0
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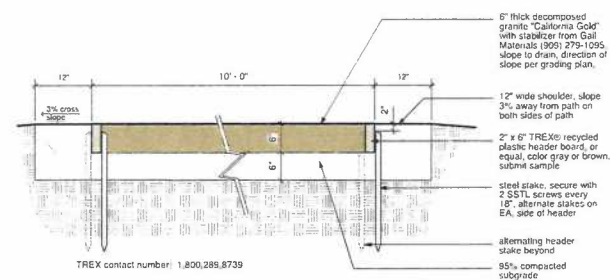
DESIGN	JL	 V.A.I. Associates Inc. landscape architecture + planning	FOR REVIEW ONLY	City of Carpinteria Coastal Vista Trail Carpinteria, CA 93013	CITY OF CARPINTERIA PARKS DEPARTMENT	SCALE: WARNING  IF THIS BAR DOES NOT MATCH, IT IS AN ERROR IN PRINT TO SCALE	PROJ. 19-10		
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CHECKED	SVA						SHT L1.2		
REV	05/06/2020	DESCRIPTION				REVIEWED	PARKS DIRECTOR	DATE	20
		F.L.D. BK. NO.	DIRECTOR PARKS & RECREATION SIGNATURE	DATE	Grading and Material Details				



3 Sandstone Boulder Setting N.T.S.

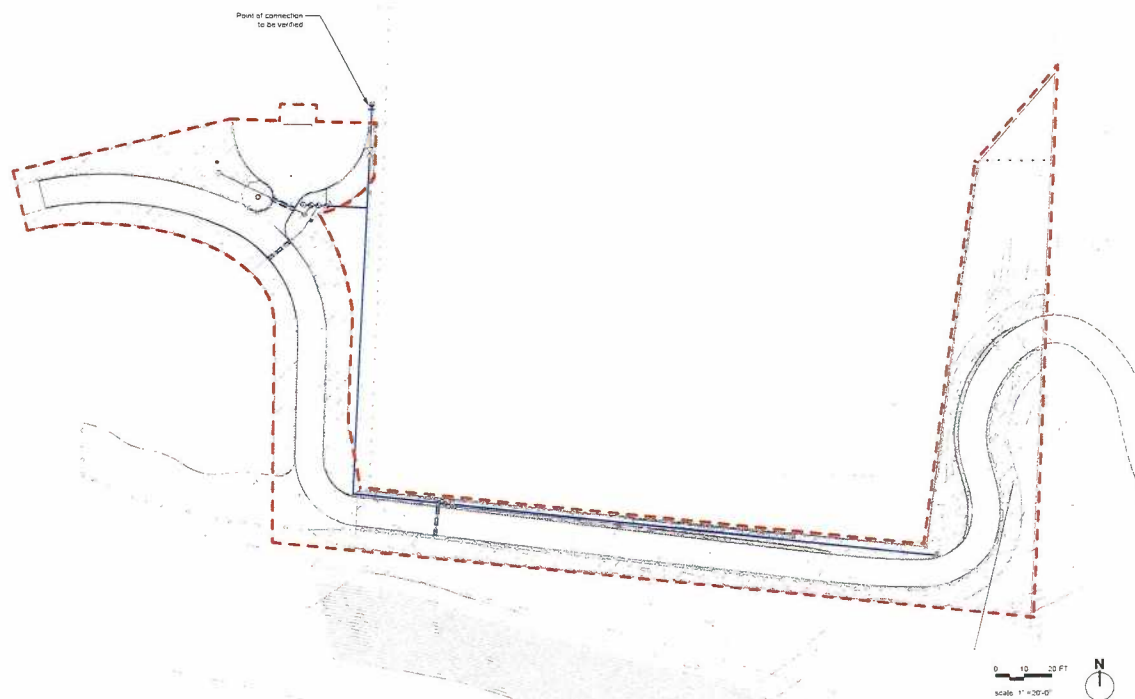


2 Dry Stack Wall N.T.S.



1	DG Path w/ TREX Header	NTS
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ALL DESIGN, CONSTRUCTION AND LANDSCAPE INFORMATION IS REPRESENTED BY THE DRAWING AND IS NOT TO BE USED FOR ANY OTHER PURPOSE. ANY REUSE OF THIS INFORMATION WITHOUT THE WRITTEN PERMISSION OF VANATTA ASSOCIATES, INC. IS PROHIBITED. THIS DRAWING IS NOT A PUBLIC RECORD OF ANY KIND.



Legend

- limits of work line
- property line
- (E) tree to remain
- point of connection
- main pipe, with detectable color locator tape
- new lateral line pipe
- sleeve pipe for main pipe, lateral pipe and irrigation wiring
- temporary drip irrigation for plant establishment
- ball valve
- tree bubbler valve
- drip valve
- tree bubbler, two per symbol, RWSMB1402
- quick coupler valve

Irrigation Notes

- note: Call landscape architect 48 hours in advance of all pressure testing, coverage tests, or similar onsite observations.
- This design is diagrammatic. All pipes, valves, etc. shown within paved areas are for design clarification only and shall be installed in planting areas wherever possible. Avoid pipe layout that will conflict with boulder placement and proposed tree and shrub planting. Coordinate location of bubblers, valves, and pipes with the planting.
 - It is the intent of this plan to provide adequate irrigation to all planting areas. Contractor shall be responsible for making any and all adjustments to the irrigation system necessary to insure 100% irrigation coverage of planting areas.
 - Do not install the irrigation system as indicated on the drawings when it is obvious in the field that obstructions or grade differences exist and should be brought to the attention of the Landscape Architect.
 - Install the irrigation system in accordance with all local codes.
 - Prior to the installation of irrigation system, Contractor shall verify static pressure at point of connection and report any discrepancies to the Landscape Architect.
 - Piping installed under pathways or paved areas, through walls or footings shall be placed inside schedule 40 PVC sleeves or adequate size to allow free movement of the pipe in the sleeve. Provide sleeving for mainline below driveways, sidewalks, and walls.
 - Flush all lines for maximum performance. Call Landscape Architect 48 hours in advance of coverage tests.
 - Adjust flow controls for proper performance and valve longevity.
 - Install flush end valves at the ends of all 1/2" polyethylene drip pipe in round valve boxes with gravel fill in planting area. Coordinate location with Landscape Architect.
 - Irrigation lines shall be buried at the following minimum depths:
 - PVC lateral line: 12"
 - PVC pressure mainline: 18"
 - PVC lines 2-1/2" or larger: 24"
 - Limit disturbance to rootzone of existing trees by installing piping at the edges of planters where possible. Do not trench across the rootzone of existing trees.
 - See irrigation equipment schedule for a complete description of all symbols shown on the irrigation plans. Mount controller per plan in location approved by the Owner's Representative.
 - Clean up on a daily basis per City's Representative's requirements.
 - Contractor shall provide an as-built plan upon installation completion.
 - Contractor shall guarantee materials and workmanship for 1-year from acceptance of installation.
 - Prior to installation of the irrigation system, contractor shall stake path edging for approval by the City project manager and Landscape Architect. Path edging shall remain marked during irrigation system installation.

Soil Type:

from USDA Soil Natural Resources Conservation Service =
MeC - Milpitas-Positas fine sandy loams, 2 to 9 percent slopes

Irrigation System Design Criteria:

static pressure @ city mainline to be verified in coordination with the City.
pressure regulator outlet dynamic pressure: 70 PSI (regulated, VIF w/ City)
dynamic pressure @ irrigation spray heads: 40 PSI
maximum flow velocity: 5 ft/sec

Water Budget Calculations

Site Name: City of Carpinteria Coastal Vista Trail									
Project Name: Coastal Vista Trail									
Project Location: Coastal Vista Trail, Carpinteria, CA 93013									
Project Manager: Vanatta Associates, Inc.									
Project Date: 03/06/2020									
Project Status: Final Design									
Project Description: Irrigation System Design									
Project Notes: See attached drawings for details.									
Project Contact: Vanatta Associates, Inc.									
Project Address: Coastal Vista Trail, Carpinteria, CA 93013									
Project Phone: (805) 434-1111									
Project Email: info@vanatta.com									
Project Website: www.vanatta.com									
Project Social Media: Facebook: Vanatta Associates, Inc.									
Project LinkedIn: Vanatta Associates, Inc.									
Project Twitter: Vanatta Associates, Inc.									
Project Instagram: Vanatta Associates, Inc.									
Project YouTube: Vanatta Associates, Inc.									
Project SoundCloud: Vanatta Associates, Inc.									
Project Dribbble: Vanatta Associates, Inc.									
Project Behance: Vanatta Associates, Inc.									
Project DeviantArt: Vanatta Associates, Inc.									
Project ArtStation: Vanatta Associates, Inc.									
Project Pixiv: Vanatta Associates, Inc.									
Project Fanbox: Vanatta Associates, Inc.									
Project Patreon: Vanatta Associates, Inc.									
Project Ko-fi: Vanatta Associates, Inc.									
Project Buy Me a Coffee: Vanatta Associates, Inc.									
Project Tip Jar: Vanatta Associates, Inc.									
Project Cash App: Vanatta Associates, Inc.									
Project Venmo: Vanatta Associates, Inc.									
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Project Authorize.net Payouts (MY): Vanatta Associates, Inc.									
Project PayPal Payouts (SG): Vanatta Associates, Inc.									

8 Pipe and Wire Below Pavement N.T.S.

7 Pipe and Wire Below Landscape NLS

6 Quick Coupler

1. soil level in planter areas to be brought to 4 1/2" below finished grade and properly compacted prior to the installation of drip tubing
2. install drip tubing as indicated in the drawings. secure with wire hoop stakes every 5' OC
3. backfill 4" of soil over the tubing after installation of the tubing

5 In-line Drip Layout

4 Below-grade Tree Bubbler

3	Ball Valve	N.T.S.
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2 Drip Zone Control Kit Assembly N.T.S.

1 Tree Bubbler Valve Assembly N.T.S.

DESIGN A	DATE 05/09/2020	DESCRIPTION PLANTING PLAN	FOR REVIEW ONLY	CITY OF CARPINTERIA PARKS DEPARTMENT	REVIEWED PARKS DIRECTOR	DATE 05/20/2020	SCALE: 1" = 10'-0"	REVISIONS 1. 05/20/2020 2. 06/01/2020
DRAWN JMA	DATE 05/09/2020	DESCRIPTION PLANTING PLAN	FOR REVIEW ONLY	CITY OF CARPINTERIA PARKS DEPARTMENT	REVIEWED PARKS DIRECTOR	DATE 05/20/2020	SCALE: 1" = 10'-0"	REVISIONS 1. 05/20/2020 2. 06/01/2020
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City of Carpinteria Coastal Vista Trail

Planting Plan

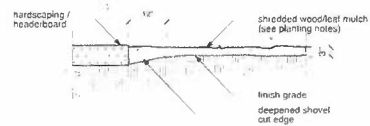


Planting Notes

1. Do not disturb existing vegetation or structures. The contractor shall be responsible for all necessary measures to ensure the safety of the public and the environment. The contractor shall assume full responsibility for all necessary measures to ensure the safety of the public and the environment.
2. Prior to planting work, the contractor shall submit a detailed site plan to the City of Carpinteria Parks Department for review and approval. The site plan shall include the location of all plants, the quantity of each plant, and the method of planting. The contractor shall be responsible for all necessary measures to ensure the safety of the public and the environment.
3. The contractor shall be responsible for the selection of all plants and for the method of planting. The contractor shall be responsible for all necessary measures to ensure the safety of the public and the environment.
4. The contractor shall be responsible for the selection of all plants and for the method of planting. The contractor shall be responsible for all necessary measures to ensure the safety of the public and the environment.
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10. The contractor shall be responsible for the selection of all plants and for the method of planting. The contractor shall be responsible for all necessary measures to ensure the safety of the public and the environment.
11. The contractor shall be responsible for the selection of all plants and for the method of planting. The contractor shall be responsible for all necessary measures to ensure the safety of the public and the environment.
12. The contractor shall be responsible for the selection of all plants and for the method of planting. The contractor shall be responsible for all necessary measures to ensure the safety of the public and the environment.
13. As noted above, all plant materials shall be set out as described on the planting plan. Final locations shall be approved by the City of Carpinteria Parks Department prior to planting. The contractor shall be responsible for all necessary measures to ensure the safety of the public and the environment.

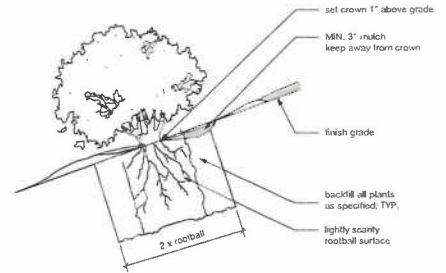
Legend			
Limits of work line			
Property line			
(E) line to remain			
Planting Legend			
Symbol	Plant Name	Quantity	Notes
Tree	Coastal Redwood	2	
Shrub	Big Sagebrush	21	
Shrub	Red Rock Sagebrush	180	
Shrub	Coastal Buckwheat	56	
Shrub	Yucca	16	
Shrub	Gray Manzanita	51	
Shrub	Gray Manzanita	45	
Shrub	Gray Manzanita	45	
Shrub	Gray Manzanita	45	
Shrub	Gray Manzanita	45	

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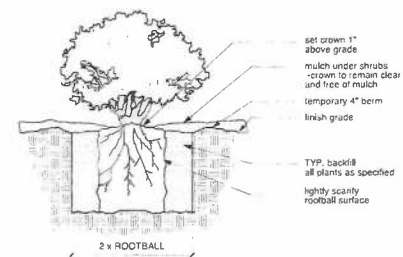


Note:
mulch under trees and shrubs & blend into ground cover areas

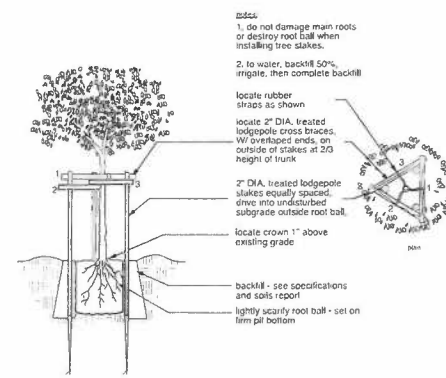
4 Mulch Installation section N.T.S.



3 Shrub in Slope Planting section N.T.S.



2 Shrub Planting section N.T.S.



1 Tree Planting & Rootball Staking section N.T.S.

REV	05/06/2020	DESCRIPTION	DESIGN A.	DRAWN A.	CHECKED SVA	FLD. BK. NO.	DIRECTOR PARKS & RECREATION SIGNATURE	DATE	FOR REVIEW ONLY	City of Carpinteria Coastal Vista Trail Carpinteria, CA 93013	CITY OF CARPINTERIA PARKS DEPARTMENT	SCALE: WARNING IF THIS DRAWING IS NOT MEASURED TO THE DIMENSIONS IT IS NOT TO BE USED	PROJ: 19-10	SHEET 8 OF 8 SHEETS	SHEET L3.1
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City of Carpinteria

COUNCIL AGENDA STAFF REPORT March 27, 2023

ITEM FOR COUNCIL CONSIDERATION

Legislation position letter opposing Initiative 21-0042A1, a proposed state constitutional amendment to limit the ability of voters and state and local governments to raise revenues for government services (Initiative).

STAFF RECOMMENDATION

Direct that a position letter for the Mayor's signature be prepared for submittal to state representatives consistent with the request and sample letter provided by CalCities.

Sample Motion: I move to direct that a position letter for the Mayor's signature be prepared for submittal to state representatives consistent with the request and sample letter provided by CalCities

BACKGROUND

From time-to-time the City Council elects to take positions on state or federal legislation. As a part of regular Council meeting agendas, information from the League of California Cities (CalCities) is included and the Council has the opportunity to:

- Request that a legislative matter be scheduled for consideration as a part of a future Council agenda.
- Authorize the City Manager to submit a position letter on behalf of the City.

The purpose of this agenda matter is to allow the Council to consider requests from CalCities for cities to oppose a ballot initiative currently scheduled for the November 2024 statewide election.

DISCUSSION

The Initiative would make it more difficult for voters and local governments to raise revenue for local government services and create significant uncertainty that could lead to fees being challenged in court. Attachments B and C, are the Attorney General's Title

and Summary of the Initiative and the Fiscal Summary of the Legislative Analyst's Office (LAO). The full text of the Initiative from the Attorney General's Office website is provided as Attachment D to this Report.

The below statement is from the Initiative proponent's website (<https://taxpayerprotection.com/>) describing sponsors.

"Paid for by Californians for Taxpayer Protection and Government Accountability, sponsored by California homeowners, taxpayers, and businesses. Committee Top Funders California Business Roundtable, AMR Holdco, and Kilroy Realty LP."

CalCities is advising cities to advocate against the Initiative by sending letters and/or adopting resolutions that can be submitted to state government representatives (See Attachment A). Should the Council wish to take a position on the Initiative, staff would submit an appropriate letter.

POLICY CONSISTENCY

It is within the discretion of the City Council to take positions concerning federal and state legislation.

FINANCIAL CONSIDERATIONS

The California Legislative Analyst's Office (LAO) has analyzed the fiscal effects of the Initiative, which, would be potentially significant for the state and local governments (See Attachment C), by making it more difficult for voters, the state legislature, city councils and other local legislative bodies, to increase taxes, and to raise fees. The LAO analysis concludes the changes put forth in the Initiative would result in lower annual state and local revenues, potentially substantially lower, depending on future actions of state and local government legislatures, voters, and the courts.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

As indicated in the LAO analysis, if passed by voters, the Initiative creates risk to all California cities, including Carpinteria, of substantially lower revenues and litigation related to the setting of fees and charges for services.

OPTIONS

1. Take action to submit a letter of opposition (staff recommendation)
2. Direct that an alternative position, i.e., support or neutral, be taken
3. Do not take a position.

PRINCIPAL PARTIES EXPECTED AT MEETING

None

ATTACHMENTS

- A. CalCities sample letter and resolution,
- B. Attorney General's Title and Summary
- C. Fiscal Impact Summary from Legislative Analyst's Office
- D. Initiative Text, Office of the Attorney General
<https://www.sos.ca.gov/elections/ballot-measures/initiative-and-referendum-status/eligible-statewide-initiative-measures>
- E. State Press Release

Dave Durflinger, City Manager
(805) 755-4400, daved@carpinteriaca.gov



Signature

ATTACHMENT A

SAMPLE OPPOSE LETTER

Email a copy to BallotMeasures@calcities.org as well as your Regional Public Affairs Manager.

CITY LETTERHEAD

DATE

Bismarck Obando
Director of Public Affairs, League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Letter Opposing Initiative 21-0042A1

On **DATE**, the **City/Town of** voted to oppose Initiative 21-0042A1, a deceptive, developer-sponsored proposition aimed for the November 2024 statewide ballot that would significantly jeopardize cities' ability to provide essential services and infrastructure for our residents.

The measure includes undemocratic provisions that would make it more difficult for local voters to pass measures needed to fund local services and projects and would limit voter input by prohibiting local advisory measures where voters can express a preference on how they want their local tax dollars spent.

This measure creates new constitutional loopholes that allow corporations to pay far less than their fair share for the impacts they have on our communities, including impacts on local infrastructure and our environment.

This measure also may make it much more difficult for state and local regulators to issue fines and levies on corporations that violate laws intended to protect our environment, public health and safety, and our neighborhoods.

Unless defeated, the measure puts billions of dollars currently dedicated to local services at risk, and could force cuts to fire and emergency response, law enforcement, public health, parks, libraries, affordable housing, services to support homeless residents, mental health services, and more.

PLEASE CITE SPECIFIC IMPACTS TO YOUR CITY THAT WOULD RESULT FROM THIS INITIATIVE.

The measure benefits wealthy corporations and real estate developers while decimating our local communities and neighborhoods.

You may list the City/Town of _____ in formal opposition to Initiative #21-0042A1 and include our city as part of the growing coalition of public safety, labor, local government, infrastructure advocates, and other organizations throughout the state opposed to this deceptive proposition.

Sincerely,

NAME

TITLE

CITY/TOWN of _____

Sample Resolution to Oppose Initiative 21-0042A1

WHEREAS, an association representing California's wealthiest corporations and developers is spending millions to push a deceptive proposition aimed for the November 2024 statewide ballot; and

WHEREAS, the measure includes undemocratic provisions that would make it more difficult for local voters to pass measures needed to fund local services and infrastructure, and would limit voter input by prohibiting local advisory measures where voters provide direction on how they want their local tax dollars spent; and

WHEREAS, the measure creates new constitutional loopholes that allow corporations to pay far less than their fair share for the impacts they have on our communities, including local infrastructure and our environment; and

WHEREAS, the measure may make it much more difficult for state and local regulators to issue fines and levies on corporations that violate laws intended to protect our environment, public health and safety, and our neighborhoods; and

WHEREAS, the measure puts billions of dollars currently dedicated to local services at risk and could force cuts to fire and emergency response, law enforcement, public health, parks, libraries, affordable housing, services to support homeless residents, mental health services, and more; and

THEREFORE, BE IT RESOLVED that the City/Town of [NAME] opposes Initiative 21-0042A1;

BE IT FURTHER RESOLVED, that the City/Town of [NAME] will join the No on Initiative 21-0042A1 coalition, a growing coalition of public safety, education, labor, local government, and infrastructure groups throughout the state.

We direct staff to email a copy of this adopted resolution to the League of California Cities at BallotMeasures@calcities.org.

PASSED, APPROVED, AND ADOPTED this day ____ of ____, 2023.

ATTACHMENT B

The Attorney General of California has prepared the following title and summary of the chief purpose and points of the proposed measure:

**LIMITS ABILITY OF VOTERS AND STATE AND LOCAL GOVERNMENTS TO
RAISE REVENUES FOR GOVERNMENT SERVICES. INITIATIVE**

CONSTITUTIONAL AMENDMENT. For new or increased state taxes currently enacted by two-thirds vote of Legislature, also requires statewide election and majority voter approval. Limits voters' ability to pass voter-proposed local special taxes by raising vote requirement to two-thirds. Eliminates voters' ability to advise how to spend revenues from proposed general tax on same ballot as the proposed tax. Expands definition of "taxes" to include certain regulatory fees, broadening application of tax approval requirements. Requires Legislature or local governing body set certain other fees. Summary of estimate by Legislative Analyst and Director of Finance of fiscal impact on state and local governments: **Lower annual state and local revenues, potentially substantially lower, depending on future actions of the Legislature, local governing bodies, voters, and the courts.** (21-0042A1.)

ATTACHMENT C



January 19, 2022

21-0042 Amdt. 1

Hon. Rob Bonta
Attorney General
1300 I Street, 17th Floor
Sacramento, California 95814

RECEIVED

Jan 19 2022

Attention: Ms. Anabel Renteria
Initiative Coordinator

INITIATIVE COORDINATOR
ATTORNEY GENERAL'S OFFICE

Dear Attorney General Bonta:

Pursuant to Elections Code Section 9005, we have reviewed the proposed constitutional Taxpayer Protection and Government Accountability Act initiative (A.G. File No. 21-0042, Amendment #1).

Background

State Government

Taxes and Fees. This year's state budget spends over \$255 billion in state funds. Over 90 percent of the state budget is funded with revenues from taxes. These include, for example, sales taxes paid on goods and income taxes paid on wages and other sources of income. Much of the rest of the state budget is funded by fees and other charges. Examples include: (1) charges relating to regulatory activities; (2) charges for specific government services or products, like fees charged to drivers to improve roads; (3) charges for entering state property, such as a state park; and (4) judicial fines, penalties, and other charges. The State Constitution requires the state to set fees at a reasonable level, generally reflecting the costs of the services or benefits provided. The state uses revenue from taxes and fees to fund a variety of programs and services, including education, health care, transportation, and housing and homelessness services.

Current Requirements to Approve Taxes and Fees. Under the State Constitution, state tax increases require approval by two-thirds of each house of the Legislature or a majority vote of the statewide electorate. The Legislature can reduce taxes with a majority vote of each house, provided the change does not result in an increase in taxes paid by any single taxpayer. In many cases, the Legislature has enacted statutes that delegate its authority to adjust fees and other


Legislative Analyst's Office
California Legislature
Gabriel Petek, Legislative Analyst
925 L Street, Suite 1000, Sacramento, CA 95814
(916) 445-4656

charges to administrative entities, like state departments. In these cases, these charges can be increased or changed by the department within certain limits.

Local Government

Taxes and Fees. The largest local government tax is the property tax, which raises roughly \$75 billion annually. Other local taxes include sales taxes, utility taxes, and hotel taxes. In addition to these taxes, local governments levy a variety of fees and other charges. Examples include parking meter fees, building permit fees, regulatory fees, and judicial fines and penalties. In order to be considered a fee, the charge cannot exceed the reasonable costs to the local government of providing the associated product or service. Local governments use revenues from taxes and fees to fund a variety of services, like fire and police, public works, and parks.

Current Requirements to Approve Taxes and Fees. State law requires increases in local taxes to receive approval of the local governing body—for example, a city council or county board of supervisors—as well as approval of voters in that local jurisdiction. Most proposed taxes require a two-thirds vote of the local governing board before being presented to the voters. Special taxes (those used for a specific purpose) require a two-thirds vote of the electorate while other types of taxes require a majority vote of the electorate. The majority-vote general taxes can be used for any purpose. Recent case law suggests that citizen initiative special taxes may be approved by majority vote, rather than a two-thirds vote. Currently, local governing bodies have the ability to delegate their authority to adjust fees and other charges to administrative entities, like city departments. In these cases, these charges can be increased or changed by the department within certain limits.

Proposal

This measure amends the State Constitution to change the rules for how the state and local governments can impose taxes, fees, and other charges.

State and Local Government Taxes

Expands Definition of Tax. The measure amends the State Constitution to expand the definition of taxes to include some charges that state and local governments currently treat as fees and other charges. For example, certain charges imposed for a benefit or privilege granted to a payer but not granted to those not charged would no longer be considered fees. As a result, the measure could increase the number of revenue proposals subject to the higher state and local vote requirements for taxes discussed below.

Requires Voter Approval for State Taxes. The measure increases the vote requirements for increasing state taxes. Specifically, the measure requires that legislatively proposed tax increases receive approval by two-thirds of each house *and* a majority vote of the statewide electorate. Voters would still be able to increase taxes by majority vote of the electorate without legislative action, however. Any state tax approved between January 1, 2022 and the effective date of this measure would be nullified unless it fulfills the requirements of the measure.

Requirements for Approving Local Taxes. Whether sought by the local governing body or the electorate, the measure establishes the same approval requirements for increasing local

special taxes. Any local tax approved between January 1, 2022 and the effective date of this measure would be nullified unless it fulfills the requirements of the measure.

Allowable Uses and Duration of State and Local Tax Revenues Must Be Specified. The measure requires state and local tax measures to identify the type and amount (or rate) of the tax and the duration of the tax. State and local government general tax measures must state that the revenue can be used for general purposes.

State and Local Government Fees

Requires the Legislature and Local Government Bodies to Impose State and Local Fees. Fees would have to be imposed by a majority vote of both houses of the Legislature or local governing bodies. The measure would restrict the ability of state and local governments to delegate fee changes to administrative entities. The extent of these restrictions would depend on future court decisions. Any fee approved between January 1, 2022 and the effective date of this measure would be nullified unless it fulfills the requirements of the measure.

Some New State and Local Fees Could Not Exceed Actual Costs. For some categories of fees, if the Legislature or a local governing body wished to impose a new fee or make changes to an existing fee, the measure generally would require that the charge be both reasonable and reflect the actual costs to the state or local government of providing the service. The measure also specifies that actual cost should not exceed “the minimum amount necessary.” In many cases, existing fees already reflect the government’s actual costs. In other cases, some fees would have to more closely approximate the payer’s actual costs in order to remain fees. If a fee payer challenged the charge, the state or local government would need to provide clear and convincing evidence that the fee meets this threshold. State and local governments also would bear the burden of providing clear and convincing evidence that the levy is a fee—which is not subject to a vote by the electorate—and not a tax under the new definition.

Fiscal Effects

Lower State Tax and Fee Revenue. By expanding the definition of a tax, increasing the vote requirements for approving taxes, and restricting administrative changes to fees, the measure makes it harder for the Legislature to increase nearly all types of state revenues. The extent to which revenues would be lower under the measure would depend on various factors, most notably future decisions made by the Legislature and voters. For example, requirements for legislative approval of fee increases currently set administratively could result in lower fee revenues, depending on future votes of the Legislature. That lower revenue could be particularly notable for some state programs largely funded by fees. Due to the uncertainty of these factors, we cannot estimate the amount of reduced state revenue, but it could be substantial.

Lower Local Government Tax and Fee Revenue. Compared to the state, local governments generally face greater restrictions to raising revenue. By expanding the definition of taxes and restricting administrative changes to fees, the measure would make it somewhat harder for local governments to raise revenue. Consequently, future local tax and fee revenue could be lower than they would be otherwise. The extent to which revenues would be lower is unknown, but

fees could be more impacted. The actual impact on local government revenue would depend on various factors, including future decisions by the courts, local governing bodies, and voters.

Possible Increased State and Local Administrative Costs to Change Some Fee Levels. In some cases, state and local departments would need to develop methods for setting fees to reflect actual costs if the Legislature or local governing bodies wanted to change those fees in the future. Estimating actual costs by program and fee source could involve some added workload for those state and local departments, which likely would be supported by fee revenue. The extent of these administrative costs would depend on (1) whether the state and local governments determine a fee increase is needed in order to maintain their current level of programs and services funded through fee revenue and (2) future court decisions.

Summary of Fiscal Effects. We estimate that this measure would have the following major fiscal effects:

- Lower annual state and local revenues, potentially substantially lower, depending on future actions of the Legislature, local governing bodies, voters, and the courts.

Sincerely,



for Gabriel Petek
Legislative Analyst



for Keely Martin Bosler
Director of Finance

ATTACHMENT D

BELL, McANDREWS & HILTACHK, LLP
ATTORNEYS AND COUNSELORS AT LAW
455 CAPITOL MALL, SUITE 600
SACRAMENTO, CALIFORNIA 95814

(916) 442-7757
FAX (916) 442-7759
www.bmhlaw.com

21 - 0042 Amdt. # 1

January 4, 2022

RECEIVED

JAN 04 2022

INITIATIVE COORDINATOR
ATTORNEY GENERAL'S OFFICE

Anabel Renteria
Initiative Coordinator
Office of the Attorney General
State of California
PO Box 994255
Sacramento, CA 94244-25550

Re: Initiative 21-0042 - Amendment Number One

Dear Initiative Coordinator:

Pursuant to subdivision (b) of Section 9002 of the Elections Code, enclosed please find Amendment #1 to Initiative No. 21-0042 "The Taxpayer Protection and Government Accountability Act." The amendments are reasonably germane to the theme, purpose or subject of the initiative measure as originally proposed.

I am the proponent of the measure and request that the Attorney General prepare a circulating title and summary of the measure as provided by law, using the amended language.

Thank you for your time and attention processing my request.

Sincerely,



Thomas W. Hiltachk

The Taxpayer Protection and Government Accountability Act

[Deleted codified text is denoted in ~~strikeout~~. Added codified text is denoted by *italics and underline*.]

Section 1. Title

This Act shall be known, and may be cited as, the Taxpayer Protection and Government Accountability Act.

Section 2. Findings and Declarations

(a) Californians are overtaxed. We pay the nation's highest state income tax, sales tax, and gasoline tax. According to the U.S. Census Bureau, California's combined state and local tax burden is the highest in the nation. Despite this, and despite two consecutive years of obscene revenue surpluses, state politicians in 2021 alone introduced legislation to raise more than \$234 *billion* in new and higher taxes and fees.

(b) Taxes are only part of the reason for California's rising cost-of-living crisis. Californians pay billions more in hidden "fees" passed through to consumers in the price they pay for products, services, food, fuel, utilities and housing. Since 2010, government revenue from state and local "fees" has more than doubled.

(c) California's high cost of living not only contributes to the state's skyrocketing rates of poverty and homelessness, they are the pushing working families and job-providing businesses out of the state. The most recent Census showed that California's population dropped for the first time in history, costing us a seat in Congress. In the past four years, nearly 300 major corporations relocated to other states, not counting thousands more small businesses that were forced to move, sell or close.

(d) California voters have tried repeatedly, at great expense, to assert control over whether and how taxes and fees are raised. We have enacted a series of measures to make taxes more predictable, to limit what passes as a "fee," to require voter approval, and to guarantee transparency and accountability. These measures include Proposition 13 (1978), Proposition 62 (1986), Proposition 218 (1996), and Proposition 26 (2010).

(e) Contrary to the voters' intent, these measures that were designed to control taxes, spending and accountability, have been weakened and hamstrung by the Legislature, government lawyers, and the courts, making it necessary to pass yet another initiative to close loopholes and reverse hostile court decisions.

Section 3. Statement of Purpose

(a) In enacting this measure, the voters reassert their right to a voice and a vote on new and higher taxes by requiring any new or higher tax to be put before voters for approval. Voters also intend that all fees and other charges are passed or rejected by the voters themselves or a governing body elected by voters and not unelected and unaccountable bureaucrats.

(b) Furthermore, the purpose and intent of the voters in enacting this measure is to increase transparency and accountability over higher taxes and charges by requiring any tax measure placed on the ballot—

either at the state or local level—to clearly state the type and rate of any tax, how long it will be in effect, and the use of the revenue generated by the tax.

(c) Furthermore, the purpose and intent of the voters in enacting this measure is to clarify that any new or increased form of state government revenue, by any name or manner of extraction paid directly or indirectly by Californians, shall be authorized only by a vote of the Legislature and signature of the Governor to ensure that the purposes for such charges are broadly supported and transparently debated.

(d) Furthermore, the purpose and intent of the voters in enacting this measure is also to ensure that taxpayers have the right and ability to effectively balance new or increased taxes and other charges with the rapidly increasing costs Californians are already paying for housing, food, childcare, gasoline, energy, healthcare, education, and other basic costs of living, and to further protect the existing constitutional limit on property taxes and ensure that the revenue from such taxes remains local, without changing or superseding existing constitutional provisions contained in Section 1(c) of Article XIII A.

(e) In enacting this measure, the voters also additionally intend to reverse loopholes in the legislative two-thirds vote and voter approval requirements for government revenue increases created by the courts including, but not limited to, *Cannabis Coalition v. City of Upland*, *Chamber of Commerce v. Air Resources Board*, *Schmeer v. Los Angeles County*, *Johnson v. County of Mendocino*, *Citizens Assn. of Sunset Beach v. Orange County Local Agency Formation Commission*, and *Wilde v. City of Dunsmuir*.

Section 4. Section 3 of Article XIII A of the California Constitution is amended to read:

Sec. 3(a) Every levy, charge, or exaction of any kind imposed by state law is either a tax or an exempt charge.

(b)(1) (a) Any change in state statute law which results in any taxpayer paying a new or higher tax must be imposed by an act passed by not less than two-thirds of all members elected to each of the two houses of the Legislature, and submitted to the electorate and approved by a majority vote, except that no new ad valorem taxes on real property, or sales or transaction taxes on the sales of real property, may be imposed. Each Act shall include:

(A) A specific duration of time that the tax will be imposed and an estimate of the annual amount expected to be derived from the tax.

(B) A specific and legally binding and enforceable limitation on how the revenue from the tax can be spent. If the revenue from the tax can be spent for unrestricted general revenue purposes, then a statement that the tax revenue can be spent for "unrestricted general revenue purposes" shall be included in a separate, stand-alone section. Any proposed change to the use of the revenue from the tax shall be adopted by a separate act that is passed by not less than two-thirds of all members elected to each of the two houses of the Legislature and submitted to the electorate and approved by a majority vote.

(2) The title and summary and ballot label or question required for a measure pursuant to the Elections Code shall, for each measure providing for the imposition of a tax, including a measure proposed by an elector pursuant to Article II, include:

(A) The type and amount or rate of the tax;

(B) The duration of the tax; and

(C) The use of the revenue derived from the tax.

(c) Any change in state law which results in any taxpayer paying a new or higher exempt charge must be imposed by an act passed by each of the two houses of the Legislature. Each act shall specify the type of exempt charge as provided in subdivision (e), and the amount or rate of the exempt charge to be imposed.

(d) ~~(b)~~ As used in this section and in Section 9 of Article II, "tax" means every ~~any~~ levy, charge, or exaction of any kind imposed by the State state law that is not an exempt charge, except the following:

(e) As used in this section, "exempt charge" means only the following:

(1) a charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the State of conferring the benefit or granting the privilege to the payor.

(1) ~~(2)~~ A reasonable charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable actual costs to the State of providing the service or product to the payor.

(2) ~~(3)~~ A charge imposed for the reasonable regulatory costs to the State incident to issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof.

(3) A levy, charge, or exaction collected from local units of government, health care providers or health care service plans that is primarily used by the State of California for the purposes of increasing reimbursement rates or payments under the Medi-Cal program, and the revenues of which are primarily used to finance the non-federal portion of Medi-Cal medical assistance expenditures.

(4) A reasonable charge imposed for entrance to or use of state property, or the purchase, rental, or lease of state property, except charges governed by Section 15 of Article XI.

(5) A fine, ~~or~~ penalty, ~~or other monetary charge~~ including any applicable interest for nonpayment thereof, imposed by the judicial branch of government or the State, as a result of a state administrative enforcement agency pursuant to adjudicatory due process, to punish a violation of law.

(6) A levy, charge, assessment, or exaction collected for the promotion of California tourism pursuant to Chapter 1 (commencing with Section 13995) of Part 4.7 of Division 3 of Title 2 of the Government Code.

(f) ~~(e)~~ Any tax or exempt charge adopted after January 1, ~~2022~~ 2010, but prior to the effective date of this act, that was not adopted in compliance with the requirements of this section is void 12 months after the effective date of this act unless the tax or exempt charge is reenacted by the Legislature and signed into law by the Governor in compliance with the requirements of this section.

(g) ~~(1) (d)~~ The State bears the burden of proving by a preponderance of the clear and convincing evidence that a levy, charge, or other exaction is an exempt charge and not a tax. The State bears the burden of proving by clear and convincing evidence that the amount of the exempt charge is reasonable and that the amount charged does not exceed the actual cost of providing the service or product to the payor. ~~that the amount is no more than necessary to cover the reasonable costs of the governmental activity and~~

that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity

(2) The retention of revenue by, or the payment to, a non-governmental entity of a levy, charge, or exaction of any kind imposed by state law, shall not be a factor in determining whether the levy, charge, or exaction is a tax or exempt charge.

(3) The characterization of a levy, charge, or exaction of any kind as being voluntary, or paid in exchange for a benefit, privilege, allowance, authorization, or asset, shall not be a factor in determining whether the levy, charge, or exaction is a tax or an exempt charge.

(4) The use of revenue derived from the levy, charge or exaction shall be a factor in determining whether the levy, charge, or exaction is a tax or exempt charge.

(h) As used in this section:

(1) "Actual cost" of providing a service or product means: (i) the minimum amount necessary to reimburse the government for the cost of providing the service or product to the payor, and (ii) where the amount charged is not used by the government for any purpose other than reimbursing that cost. In computing "actual cost" the maximum amount that may be imposed is the actual cost less all other sources of revenue including, but not limited to taxes, other exempt charges, grants, and state or federal funds received to provide such service or product.

(2) "Extend" includes, but is not limited to, doing any of the following with respect to a tax or exempt charge: lengthening its duration, delaying or eliminating its expiration, expanding its application to a new territory or class of payor, or expanding the base to which its rate is applied.

(3) "Impose" means adopt, enact, reenact, create, establish, collect, increase or extend.

(4) "State law" includes, but is not limited to, any state statute, state regulation, state executive order, state resolution, state ruling, state opinion letter, or other legal authority or interpretation adopted, enacted, enforced, issued, or implemented by the legislative or executive branches of state government. "State law" does not include actions taken by the Regents of the University of California, Trustees of the California State University, or the Board of Governors of the California Community Colleges.

Section 5. Section 1 of Article XIII C of the California Constitution is amended, to read:

Sec. 1. Definitions. As used in this article:

(a) "Actual cost" of providing a service or product means: (i) the minimum amount necessary to reimburse the government for the cost of providing the service or product to the payor, and (ii) where the amount charged is not used by the government for any purpose other than reimbursing that cost. In computing "actual cost" the maximum amount that may be imposed is the actual cost less all other sources of revenue including, but not limited to taxes, other exempt charges, grants, and state or federal funds received to provide such service or product.

(b) "Extend" includes, but is not limited to, doing any of the following with respect to a tax, exempt charge, or Article XIII D assessment, fee, or charge: lengthening its duration, delaying or eliminating its expiration, expanding its application to a new territory or class of payor, or expanding the base to which its rate is applied.

~~(c) {a}~~ "General tax" means any tax imposed for general governmental purposes.

~~(d)~~ "Impose" means adopt, enact, reenact, create, establish, collect, increase, or extend.

~~(e) {b}~~ "Local government" means any county, city, city and county, including a charter city or county, any special district, or any other local or regional governmental entity, or an elector pursuant to Article II or the initiative power provided by a charter or statute.

~~(f)~~ "Local law" includes, but is not limited to, any ordinance, resolution, regulation, ruling, opinion letter, or other legal authority or interpretation adopted, enacted, enforced, issued, or implemented by a local government.

~~(g) {c}~~ "Special district" means an agency of the State, formed pursuant to general law or a special act, for the local performance of governmental or proprietary functions with limited geographic boundaries including, but not limited to, school districts and redevelopment agencies.

~~(h) {d}~~ "Special tax" means any tax imposed for specific purposes, including a tax imposed for specific purposes, which is placed into a general fund.

~~(i) {e}~~ As used in this article, and in Section 9 of Article II, "tax" means every any levy, charge, or exaction of any kind, imposed by a local government law that is not an exempt charge, ~~except the following:~~

~~(j)~~ As used in this section, "exempt charge" means only the following:

~~(1)~~ A charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege.

~~(1) (2)~~ A reasonable charge imposed for a specific local government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable actual costs to the local government of providing the service or product.

~~(2) (3)~~ A charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof.

~~(3) (4)~~ A reasonable charge imposed for entrance to or use of local government property, or the purchase, rental, or lease of local government property.

~~(4) (5)~~ A fine, or penalty, or other monetary charge including any applicable interest for nonpayment thereof, imposed by the judicial branch of government or a local government administrative enforcement agency pursuant to adjudicatory due process, as a result of to punish a violation of law.

~~(5) (6)~~ A charge imposed as a condition of property development. No levy, charge, or exaction regulating or related to vehicle miles traveled may be imposed as a condition of property development or occupancy.

~~(6) (7)~~ An Assessments and property related fees assessment, fee, or charge imposed in accordance with the provisions of subject to Article XIII D, or an assessment imposed upon a business in a tourism marketing district, a parking and business improvement area, or a property and business improvement district.

(7) A charge imposed for a specific health care service provided directly to the payor and that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the health care service. As used in this paragraph, a "health care service" means a service licensed or exempt from licensure by the state pursuant to Chapters 1, 1.3, or 2 of Division 2 of the Health and Safety Code.

~~The local government bears the burden of proving by a preponderance of the evidence that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity.~~

Section 6. Section 2 of Article XIII C of the California Constitution is amended to read:

Sec. 2. Local Government Tax Limitation. Notwithstanding any other provision of this Constitution:

(a) Every levy, charge, or exaction of any kind imposed by local law is either a tax or an exempt charge. All taxes imposed by any local government shall be deemed to be either general taxes or special taxes. Special purpose districts or agencies, including school districts, shall have no power to levy general taxes.

(b) No local law government, whether proposed by the governing body or by an elector, may impose, extend, or increase any general tax unless and until that tax is submitted to the electorate and approved by a majority vote. A general tax shall not be deemed to have been increased if it is imposed at a rate not higher than the maximum rate so approved. The election required by this subdivision shall be consolidated with a regularly scheduled general election for members of the governing body of the local government, except in cases of emergency declared by a unanimous vote of the governing body.

(c) ~~Any general tax imposed, extended, or increased, without voter approval, by any local government on or after January 1, 1995, and prior to the effective date of this article, shall continue to be imposed only if approved by a majority vote of the voters voting in an election on the issue of the imposition, which election shall be held within two years of the effective date of this article and in compliance with subdivision (b).~~ (d) No local law government, whether proposed by the governing body or by an elector, may impose, extend, or increase any special tax unless and until that tax is submitted to the electorate and approved by a two-thirds vote. A special tax shall not be deemed to have been increased if it is imposed at a rate not higher than the maximum rate so approved.

(d) The title and summary and ballot label or question required for a measure pursuant to the Elections Code shall, for each measure providing for the imposition of a tax, include:

(1) The type and amount or rate of the tax;

(2) the duration of the tax; and

(3) The use of the revenue derived from the tax. If the proposed tax is a general tax, the phrase "for general government use" shall be required, and no advisory measure may appear on the same ballot that would indicate that the revenue from the general tax will, could, or should be used for a specific purpose.

(e) Only the governing body of a local government, other than an elector pursuant to Article II or the initiative power provided by a charter or statute, shall have the authority to impose any exempt charge. The governing body shall impose an exempt charge by an ordinance specifying the type of exempt charge

as provided in Section 1(j) and the amount or rate of the exempt charge to be imposed, and passed by the governing body. This subdivision shall not apply to charges specified in paragraph (7) of subdivision (j) of Section 1.

(f) No amendment to a Charter which provides for the imposition, extension, or increase of a tax or exempt charge shall be submitted to or approved by the electors, nor shall any such amendment to a Charter hereafter submitted to or approved by the electors become effective for any purpose.

(g) Any tax or exempt charge adopted after January 1, 2022, but prior to the effective date of this act, that was not adopted in compliance with the requirements of this section is void 12 months after the effective date of this act unless the tax or exempt charge is reenacted in compliance with the requirements of this section.

(h)(1) The local government bears the burden of proving by clear and convincing evidence that a levy, charge or exaction is an exempt charge and not a tax. The local government bears the burden of proving by clear and convincing evidence that the amount of the exempt charge is reasonable and that the amount charged does not exceed the actual cost of providing the service or product to the payor.

(2) The retention of revenue by, or the payment to, a non-governmental entity of a levy, charge, or exaction of any kind imposed by a local law, shall not be a factor in determining whether the levy, charge, or exaction is a tax or exempt charge.

(3) The characterization of a levy, charge, or exaction of any kind imposed by a local law as being paid in exchange for a benefit, privilege, allowance, authorization, or asset, shall not be factors in determining whether the levy, charge, or exaction is a tax or an exempt charge.

(4) The use of revenue derived from the levy, charge or exaction shall be a factor in determining whether the levy, charge, or exaction is a tax or exempt charge.

Section 7. Section 3 of Article XIII D of the California Constitution is amended, to read:

Sec. 3. Property Taxes, Assessments, Fees and Charges Limited

(a) No tax, assessment, fee, ~~or charge~~, or surcharge, including a surcharge based on the value of property, shall be assessed ~~by any agency~~ upon any parcel of property or upon any person as an incident of property ownership except:

(1) The ad valorem property tax imposed pursuant to described in Section 1(a) of Article XIII and Section 1(a) of Article XIII A, and described and enacted pursuant to the voter approval requirement in Section 1(b) of Article XIII A.

(2) Any special non-ad valorem tax receiving a two-thirds vote of qualified electors pursuant to Section 4 of Article XIII A, or after receiving a two-thirds vote of those authorized to vote in a community facilities district by the Legislature pursuant to statute as it existed on December 31, 2021.

(3) Assessments as provided by this article.

(4) Fees or charges for property related services as provided by this article.

(b) For purposes of this article, fees for the provision of electrical or gas service shall not be deemed charges or fees imposed as an incident of property ownership.

Section 8. Sections 1 and 14 of Article XIII are amended to read:

Sec. 1 Unless otherwise provided by this Constitution or the laws of the United States:

(a) All property is taxable and shall be assessed at the same percentage of fair market value. When a value standard other than fair market value is prescribed by this Constitution or by statute authorized by this Constitution, the same percentage shall be applied to determine the assessed value. The value to which the percentage is applied, whether it be the fair market value or not, shall be known for property tax purposes as the full value.

(b) All property so assessed shall be taxed in proportion to its full value.

(c) All proceeds from the taxation of property shall be apportioned according to law to the districts within the counties.

Sec. 14. All property taxed by state or local government shall be assessed in the county, city, and district in which it is situated. Notwithstanding any other provision of law, such state or local property taxes shall be apportioned according to law to the districts within the counties.

Section 9. General Provisions

A. This Act shall be liberally construed in order to effectuate its purposes.

B. (1) In the event that this initiative measure and another initiative measure or measures relating to state or local requirements for the imposition, adoption, creation, or establishment of taxes, charges, and other revenue measures shall appear on the same statewide election ballot, the other initiative measure or measures shall be deemed to be in conflict with this measure. In the event that this initiative measure receives a greater number of affirmative votes, the provisions of this measure shall prevail in their entirety, and the provisions of the other initiative measure or measures shall be null and void.

(2) In furtherance of this provision, the voters hereby declare that this measure conflicts with the provisions of the "Housing Affordability and Tax Cut Act of 2022" and "The Tax Cut and Housing Affordability Act," both of which would impose a new state property tax (called a "surcharge") on certain real property, and where the revenue derived from the tax is provided to the State, rather than retained in the county in which the property is situated and for the use of the county and cities and districts within the county, in direct violation of the provisions of this initiative.

(3) If this initiative measure is approved by the voters, but superseded in whole or in part by any other conflicting initiative measure approved by the voters at the same election, and such conflicting initiative is later held invalid, this measure shall be self-executing and given full force and effect.

C. The provisions of this Act are severable. If any portion, section, subdivision, paragraph, clause, sentence, phrase, word, or application of this Act is for any reason held to be invalid by a decision of any court of competent jurisdiction, that decision shall not affect the validity of the remaining portions of this Act. The People of the State of California hereby declare that they would have adopted this Act and each and every portion, section, subdivision, paragraph, clause, sentence, phrase, word, and application not

declared invalid or unconstitutional without regard to whether any portion of this Act or application thereof would be subsequently declared invalid.

D. If this Act is approved by the voters of the State of California and thereafter subjected to a legal challenge alleging a violation of state or federal law, and both the Governor and Attorney General refuse to defend this Act, then the following actions shall be taken:

(1) Notwithstanding anything to the contrary contained in Chapter 6 of Part 2 of Division 3 of Title 2 of the Government Code or any other law, the Attorney General shall appoint independent counsel to faithfully and vigorously defend this Act on behalf of the State of California.

(2) Before appointing or thereafter substituting independent counsel, the Attorney General shall exercise due diligence in determining the qualifications of independent counsel and shall obtain written affirmation from independent counsel that independent counsel will faithfully and vigorously defend this Act. The written affirmation shall be made publicly available upon request.

(3) A continuous appropriation is hereby made from the General Fund to the Controller, without regard to fiscal years, in an amount necessary to cover the costs of retaining independent counsel to faithfully and vigorously defend this Act on behalf of the State of California.

(4) Nothing in this section shall prohibit the proponents of this Act, or a bona fide taxpayers association, from intervening to defend this Act.

ATTACHMENT E

FOR IMMEDIATE RELEASE

February 1, 2023

Contact:

SOS Press Office

(916) 653-6575

New Measure Eligible for California's November 2024 Ballot

Limits Ability of Voters and State and Local Governments to Raise Revenues for Government Services. Initiative Constitutional Amendment.

SACRAMENTO, CA – Secretary of State Shirley N. Weber, Ph.D. has announced that an initiative became eligible for the November 5, 2024, General Election ballot.

In order to become eligible for the ballot, the initiative needed 997,139 valid petition signatures, which is equal to eight percent of the total votes cast for governor in the November 2018 General Election. The initiative has exceeded that threshold.

On June 27, 2024, the Secretary of State will certify the initiative as qualified for the November 5, 2024, General Election ballot, unless it is withdrawn by the proponent prior to certification pursuant to Elections Code section 9604(b).

The Attorney General's official title and summary of the measure is as follows:

LIMITS ABILITY OF VOTERS AND STATE AND LOCAL GOVERNMENTS TO RAISE REVENUES FOR GOVERNMENT SERVICES. INITIATIVE CONSTITUTIONAL AMENDMENT. For new or increased state taxes currently enacted by two-thirds vote of Legislature, also requires statewide election and majority voter approval. Limits voters' ability to pass voter-proposed local special taxes by raising vote requirement to two-thirds. Eliminates voters' ability to advise how to spend revenues from proposed general tax on same ballot as the proposed tax. Expands definition of "taxes" to include certain regulatory fees, broadening application of tax approval requirements. Requires Legislature or local governing body set certain other fees. Summary of estimate by Legislative Analyst and Director of Finance of fiscal impact on state and local governments: **Lower annual state and local revenues, potentially substantially lower, depending on future actions of the Legislature, local governing bodies, voters, and the courts.** (21-0042A1.)

The Secretary of State's tracking number for this measure is 1935 and the Attorney General's tracking number is 21-0042A1.

The proponent of the measure is Thomas W. Hiltachk. He can be reached at 455 Capitol Mall, Suite 600, Sacramento, CA 95814 and (916) 442-7757.

For more information about how an initiative qualifies for the ballot in California, visit www.sos.ca.gov/elections/ballot-measures/how-qualify-initiative/.



City of Carpinteria

COUNCIL AGENDA STAFF REPORT March 27, 2023

ITEM FOR COUNCIL CONSIDERATION

Receive the recommendation of the City Manager Succession Process Committee to seek consultant proposals for executive search services for the City Manager position and for the Committee to vet proposals received and recommend a firm for Council consideration.

STAFF RECOMMENDATION

Direct staff to solicit proposals from executive search firms and request that the City Manager Succession Process Committee review and select a firm for Council consideration.

Sample Motion: I move to direct staff to solicit proposals from the identified executive search firms and request that the City Manager Succession Process Committee review and select a firm for Council consideration.

BACKGROUND

The City Council has initiated a process to hire its next City Manager. At the recent March 13, City Council meeting, the City Manager Succession Process Ad hoc Committee (Committee) was formed, comprised of Vice Mayor Alarcon and Councilmember Nomura. The Committee met on March 23 and received information from staff concerning options for proceeding with the process, including the option of retaining an executive search firm to assist the Council.

The purpose of this agenda matter is for the Council to receive the recommendation of the Committee concerning seeking proposals from executive search firms and the process for firm selection.

DISCUSSION

Hiring of the City Manager is the exclusive responsibility of the City Council. Executive search firms can provide expertise, knowledge and experience to assist the Council in this process. The Committee is requested that staff develop a short list of consultant firms that specialize in public sector executive recruitment and/or have unique local

experience. Staff is proposing seeking consultant services proposals from the following firms:

Ralph Andersen & Associates: Ralph Andersen & Associates is an executive search firm that provides recruitment services to various government agencies, including municipal governments.

Bob Murray & Associates: Bob Murray & Associates is an executive search firm that specializes in recruiting executives for local and state governments, including municipal governments.

Peckham & McKenney: Peckham & McKenney provides executive search services to local government agencies throughout the Western United States and is headquartered in Roseville, California with regional offices in the San Francisco Bay Area, Los Angeles, and Washington.

Regional Government Services: RGS Associates is a management consulting firm. While RGS Associates is not a dedicated municipal government recruiter, they do offer recruitment services to government agencies. The City of Carpinteria currently has a contract with RGS for Human Resource support.

Raftelis: Raftelis is a local government consulting firm specializing in all areas of management consulting including: finance, assessment, communications, technology, executive recruitment, and strategic planning.

CPS HR Consulting: CPS HR Consulting is a human resources consulting firm that provides a wide range of services to government and public sector clients. Their executive search division specializes in finding senior-level executives for public agencies and nonprofit organizations.

Teri Black & Company, LLC: Teri Black & Company is an executive search firm that focuses on the recruitment of senior-level executives for the public sector.

Avery Associates: Avery Associates is an executive search firm that specializes in the recruitment of senior executives for nonprofit organizations, foundations, and the public sector.

POLICY CONSISTENCY

The recommendations may be found consistent with the City's 2023 Annual Work Plan under the General Government Program: Staff Recruitment & Retention.

FINANCIAL CONSIDERATIONS

The 2022/2023 Budget includes a line item for contracting an executive search firm services to fill the City Manager position.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The City attorney has been consulted on this course of action and has confirmed no legal or risk management considerations.

Staff Contact: Olivia Uribe-Mutal
(805) 755-4401, oliviau@carpinteriaca.gov



Signature

Reviewed by: Dave Durflinger, City Manager
(805) 755-4400, daved@carpinteriaca.gov



Signature