City of Carpinteria
City Council Regular Meeting Agenda
Monday, September 25, 2023
Council Chamber, 5775 Carpinteria Avenue, Carpinteria, CA 93013

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

Attendance/Viewing Options:

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

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: NONE

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. Status Update on the Work of the City Manager Succession Process Committee
b. Status Update on the Work of the Senior Services Planning Committee
c. City Council Closed Session on September 26, 2023 at 3:30 pm in Council Chambers

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.

1. Approve the minutes of the regular meeting held September 11, 2023.

2. Receive and file the Expenditures for the period beginning September 4, 2023 and ending September 15, 2023.

3. Receive and file Report of Contracts Executed by the City Manager for the Period of August 22, 2023 through September 18, 2023.

4. Receive and file the Monthly City Treasurer's Report on Compliance with Statement of Safekeeping and Investment of Public Funds for August 2023.

5. Adopt Ordinance No. 769 (second reading), amending Chapter 12.24 and Chapter 10.62 of the Carpinteria Municipal Code to add regulations pertaining to scooter use at the Carpinteria Skate Park, 5781 Carpinteria Avenue. *(Requires a roll call vote.)*

ADMINISTRATIVE MATTERS:

6. Authorization to issue a Notice Inviting Bids for the 2022 Pavement Rehabilitation Project (Project No. 15132).

   Recommendation: Authorize the Public Works Director to advertise the Notice Inviting Bids for the 2022 Pavement Rehabilitation Project (Project No. 15132).

   Staff Presenter: John L. Ilasin, Public Works 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:

7. Authorization for the City Manager to execute the proposed lease agreement between the City of Carpinteria and the Friends of the Carpinteria Public Library (FOL) concerning the City owned property at 5103 Carpinteria Avenue, also known as the Seaside Building.

   Recommendation: Authorize the City Manager to approve and execute the proposed new lease between the City of Carpinteria and the Friends of the Carpinteria Public Library (FOL) concerning the City Owned property at 5103 Carpinteria Avenue, also known as the Seaside Building. *(Requires a roll call vote.)*

   Staff Presenter: Aida Thau, Management Analyst II

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

8. Harbor Seal Advisory Committee Recommendations, with Carpinteria Open Space Management Advisory Board input and recommendations, and related actions.

   Recommendation: Receive the recommendations from these City advisory groups and direct staff to take related actions, as it determines appropriate.

Staff Presenter: Aida Thau, Management Analyst II and Erin Maker, Environmental Program Manager

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

9. Law Enforcement Services Agreement between the City of Carpinteria and the County of Santa Barbara for period between July 1, 2023, and June 30, 2027.

Recommendation: Approve and authorize the Mayor to execute City of Carpinteria Contract Law Enforcement Services Agreement between the City of Carpinteria and the County of Santa Barbara for period between July 1, 2023, and June 30, 2027. *(Requires a roll call vote.)*

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. Senior Services Planning Committee (Lee & Solórzano)
b. Civic/Youth Engagement Committee (Lee & Nomura)
c. City Council Housing Element Committee (Clark & Nomura)

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 October 9, 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 (805) 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, September 20, 2023, in the City Clerk's Office, on the City Hall Public Notices Board, and on the Internet.

City of Carpinteria
City Council Minutes
Regular Meeting
Monday, September 11, 2023

In-Person and Virtual

CALL TO ORDER

Mayor Clark called the meeting to order at 5:30 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:	Michael Ramirez, Assistant City Manager Mack Carlson, 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 Lindsay Erdmann, Management Intern (present via Zoom) Aida Thau, Management Analyst II John L. Ilasin, Public Works Director (present via Zoom) Nick Bobroff, Community Development Director

PLEDGE OF ALLEGIANCE

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

Mayor Clark recommended adjourning the meeting in honor of those people who lost their lives because of 9/11 on that day and thereafter. The Council was in agreement.

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

There were no Councilmember requests for remote participation under AB 2449.

AGENDA MODIFICATIONS: NONE

INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS:

1. Proclamation Declaring September 15, 2023 to October 15, 2023 as Hispanic Heritage Month. *(Requires approval prior to presentation of proclamation.)*

Motion by Councilmember Nomura, seconded by Councilmember Lee, to approve the Proclamation Declaring September 15, 2023 to October 15, 2023 as Hispanic Heritage Month. Upon voice vote, the motion carried unanimously.

Speakers in-person: Dr. Jim Campos

Mayor Clark and the City Council presented the Proclamation to Dr. Campos.

2. Proclamation Proclaiming September 2023 as "Suicide Prevention" Month. *(Requires approval prior to presentation of proclamation.)*

Motion by Councilmember Nomura, seconded by Councilmember Solórzano, to approve the Proclamation Proclaiming September 2023 as "Suicide Prevention" Month. Upon voice vote, the motion carried unanimously.

Speakers in-person: Amrita Salm and Becki Norton both representing HopeNet of Carpinteria.

Mayor Clark and the City Council presented the Proclamation to members of HopeNet of Carpinteria.

3. Proclamation Designating the Week of September 11 – 17, 2023 as Celebrate Community Week. *(Requires approval prior to presentation of proclamation.)*

Motion by Vice Mayor Alarcon, seconded by Councilmember Nomura, to approve the Proclamation Designating the Week of September 11 – 17, 2023 as Celebrate Community Week. Upon voice vote, the motion carried unanimously.

There was no public comment.

Mayor Clark and the City Council presented the Proclamation to members of the Optimists Club of Santa Barbara, Rotary Club of Carpinteria, Rotary Club of Carpinteria Morning, Rotary Club of Carpinteria Sunset, and the Lions Club of Carpinteria.

4. Carpinteria Valley Museum of History Presentation by Executive Director/Curator Jayme Yahr.

Carpinteria Valley Museum of History Executive Director/Curator Jayme Yahr provided the PowerPoint presentation.

There was no public comment.

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

Mayor Clark temporarily adjourned the meeting at 6:01 pm.

RECONVENE THE REGULAR MEETING OF THE CITY COUNCIL

Mayor Clark reconvened the meeting at 6:18 pm.

PUBLIC INFORMATION REPORTS AND ANNOUNCEMENTS

Deputy Bryan Dickey with the Santa Barbara Sheriff's Department provided an update on crime in the City.

CITY MANAGER'S REPORT

a. Planning Commission Actions

   Assistant City Manager Ramirez reported on the Planning Commission Actions from its meeting of September 5th.

b. Status Update on the Work of the City Manager Succession Process Committee

   Program Manager Uribe Mutal reported on the following:
   - 174 responses received on the community survey and 31 applications received for the City Manager position to date.
   - Closing deadline is tomorrow for City Manager position.
   - The Council will receive the community survey results and information about the City Manager applicants prior to the Council meeting with the executive search firm consultant later this month.

c. Status Update on the Work of the Senior Services Planning Committee

   Assistant City Manager Ramirez reported on the following:
   - Volunteer led senior programs continue to operate.
   - Current senior program coordinators (Cyndi Macias and representatives from Seniors Inc.) will step back at the end of September and City will consider its options for continuing those programs moving forward including hiring a part-time staff.

- Potentially looking at reissuing a Request for Proposals (RFP) for Consulting Program Design & Implementation Services for the Establishment of An Active Adult / Senior Center and Related Programming.

d. Skate Park Video

Assistant City Manager Ramirez showed the Skate Park Video.

e. Creek Week

Management Intern Erdmann (present via Zoom) reported on Creek Week activities.

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA

Speakers in-person: Stephen Marcussen, Susan Mailheau, and Patrick O'Connor

CONSENT CALENDAR:

There was no public comment.

Motion by Councilmember Lee, seconded by Councilmember Nomura, to approve the Consent Calendar Item Nos. 5 through 6. 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 August 28, 2023.

6. Receive and file the Expenditures for the period beginning August 21, 2023 and ending September 1, 2023.

ADMINISTRATIVE MATTERS:

7. Request to Waive Accrued Interest on the Property Lien at 4745 Carpinteria Avenue.

   Recommendation: Deny the request to waive accrued interest in the amount of $8,469.38 on the property lien at 4745 Carpinteria Avenue.

Councilmember Solórzano recused herself on this item due to her property being within 500 feet of 4745 Carpinteria Avenue and left the Council Chambers at 6:44 pm.

City Clerk Barrett presented the staff report.

Speakers in-person: John Lizarraga

Motion by Councilmember Lee, seconded by Councilmember Nomura, to deny the request to waive accrued interest in the amount of $8,469.38 on the property lien at 4745 Carpinteria Avenue.

Upon voice vote the motion carried unanimously with Councilmember Solórzano absent due to her recusal.

Councilmember Solórzano returned to the dais at 6:57 pm.

8. Fifth Amendment to Lease with Chevron U.S.A., Inc. for Submerged Pipelines Serving Platforms Gail and Grace, in City Submerged Lands.

   Recommendation: Authorization for the Mayor to execute the Fifth Amendment to the Lease Agreement between the City of Carpinteria and Chevron, that leases the City's submerged lands for two existing submerged oil and gas pipelines to Chevron and extends the term of that lease tree (3) years until September 26, 2026, in order to facilitate Chevron's decommissioning activities, including plugging and abandonment of offshore wells and facilities associated with Platforms Gail and Grace. *(Requires a roll call vote.)*

Management Analyst II Thau presented the staff report.

Kevin Cruz representing Chevron provided remarks and responded to questions from the Council.

There was no public comment.

Motion by Councilmember Solórzano, seconded by Vice Mayor Alarcon, to authorize the Mayor to approve and execute the proposed Fifth Amendment to the Lease Agreement between the City of Carpinteria and Chevron. 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:

9. Special Event Permit Application for the 2023 California Avocado Festival.

   Recommendation: (1) Approve the Special Event Permit Application for the 2023 California Avocado Festival; (2) Designate the area within the event footprint as a public park during the hours of operation pursuant to Carpinteria Municipal Code Section 10.68.010; and (3) Authorize expenditures for special event law enforcement services and temporary traffic control and street cleaning services. *(This motion requires a roll call vote.)*

Public Works Director Ilasin (present via Zoom) presented the staff report.

Gary Dobbins and Olivia (no last name provided) both representing the California Avocado Festival, Inc. provided remarks and responded to questions from the Council.

There was no public comment.

Motion by Councilmember Nomura, seconded by Councilmember Lee, to (1) Approve the Special Event Permit Application for the 2023 California Avocado Festival; (2) Designate the area within the event footprint as a public park during the hours of operation pursuant to Carpinteria Municipal Code Section 10.68.010; and (3) Authorize expenditures for special event law enforcement services and temporary traffic control and street cleaning services. 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.

10. Adoption of Ordinance No. 769 amending Chapter 12.24 and Chapter 10.62 of the Carpinteria Municipal Code to add regulations pertaining to scooter use at the Carpinteria Skate Park, 5781 Carpinteria Avenue.

Recommendation: Approve on first reading Ordinance No. 769, as read by title only. *(This motion requires reading of ordinance title and a roll call vote.)*

Management Analyst II Thau presented the staff report.

Peter Bonning and Julia Mayer both representing the Carpinteria Skate Foundation provided remarks.

Speakers in-person: Peter Bonning (did not speak)

Motion by Vice Mayor Alarcon, seconded by Councilmember Solórzano, to approve Ordinance No. 769, on first reading.

City Clerk Barrett read aloud the title of Ordinance No. 769 into the record.

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.

11. An urgency ordinance adding Chapter 7.04 ("Just Cause for Termination of Residential Tenancy") to a new Title 7 ("Housing Regulations") of the Carpinteria Municipal Code.

    Recommendation: Approve and adopt Urgency Ordinance No. 770 adding Chapter 7.04 ("Just Cause for Termination of Residential Tenancy") to a new Title 7 ("Housing Regulations") of the Carpinteria Municipal Code. *(This Urgency Ordinance requires a 4/5th affirmative vote to pass.)*

Community Development Director Bobroff introduced the item and Legal Counsel Carlson provided the PowerPoint presentation.

There was no public comment.

Motion by Councilmember Solórzano, seconded by Councilmember Nomura, to approve and adopt Urgency Ordinance No. 770, adding Chapter 7.04 ("Just Cause for Termination of Residential Tenancy") to a new Title 7 ("Housing Regulations") of the Carpinteria Municipal Code. 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.

LEGISLATIVE UPDATE:

Assistant City Manager Ramirez reported on the usual attachment from the League of California Cities.

COMMITTEE REPORTS, INQUIRIES AND OTHER MATTERS PRESENTED BY COUNCILMEMBERS

Councilmember Solórzano reported on the following:

- She would be unable to attend the next BEACON meeting on September 22nd as she will be attending the Annual League of California Cities Conference in Sacramento and encouraged Mayor Clark who serves as the BEACON alternate to attend.
- Mayor Clark, Vice Mayor Alarcon, City Manager Durflinger, and herself participated in the Santa Barbara Metropolitan Transit District's debut of its new 19X express service from Carpinteria to Santa Barbara City College; legal matters were discussed at the recent Santa Barbara Metropolitan Transit District Closed Session meeting.
- South Coast Youth Safety Partnership – the community engagement team meeting will meet in Carpinteria Council Chambers on September 13th at 10 am and the policy team will meet on October 12th at the Santa Barbara Foundation Offices.

Councilmember Nomura reported on the following:

- This Wednesday and Thursday he will attend 3CE meetings in Monterey and bring back information.
- The following week he will attend the Annual League of California Cities Conference in Sacramento.

ATTENDANCE OF COUNCILMEMBERS FOR FUTURE MEETINGS

All Councilmembers are expected to be in attendance at the September 25th regular City Council meeting.

ADJOURNMENT

Mayor Clark adjourned the meeting at 7:53 pm in memory of those who lost their lives as a result of 9/11 on that day and afterwards.

_____
Al Clark, Mayor

ATTEST:

_____
Brian C. Barrett, CMC, CPMC
City Clerk

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
September 25, 2023

ITEM FOR COUNCIL CONSIDERATION

Expenditures for the period beginning September 4, 2023 and ending September 15, 2023.

STAFF RECOMMENDATION

Receive and file Warrant Register for the period of September 4, 2023, through September 15, 2023, 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 is designed to communicate fiscal activity since the prior reporting period.

ATTACHMENTS

Attachment A: Warrant Register for the period beginning September 4, 2023 and ending September 15, 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: 09/04/2023 - 09/15/2023

Vendor Number / Payable #	Vendor Name / Payable Type	Payable Description	Payment Date	Payment Amount	Number
Bank Code: AP Bank-AP Bank					
	JOSE ESTRADA		09/08/2023	(300.00)	101880
	ADVANTAGE TELECOM		09/07/2023	139.38	102040
153321	Invoice	SEP23 EMERGENCY PHONE LINE SERVICES			
	ALYSSA CHAYASING		09/07/2023	300.00	102041
INV0004716	Invoice	VETS HALL EVENT 5/20/23 REFUND			
	AMAZON CAPITAL SERVICES INC		09/07/2023	4,106.53	102042
13NF-6Q4G-L1LM	Invoice	ZIP BOOKS-M. OLIVAS			
14DR-6Y37-DLH7	Invoice	COLOR TONER CARTRIDGES			
14HR-LXP9-4394	Invoice	ZIP BOOKS-A. STOVALL			
14HR-LXP9-Q9K1	Invoice	ZIP BOOKS-J. LESH			
14RQ-PM4L-JCRD	Invoice	BOOKS FOR LIBRARY			
16PM-HX4N-6NP6	Invoice	ZIP BOOKS-A. SALGADO			
1737-1LQ9-H6N6	Credit Memo	ZIP BOOKS-S. LUCICH RETURNED			
17P7-FKJM-KC9X	Invoice	ZIP BOOKS-J. MORAN			
17Q7-6663-MRYN	Invoice	ZIP BOOKS-E. SWIKEHARDT			
19KR-X4C3-1VT3	Invoice	ZIP BOOKS-D. JAYNES			
19L6-FGX4-6YKD	Invoice	ZIP BOOKS-S. SKRIPSKY			
1CKX-WQKV-QP9W	Invoice	BOOKS FOR LIBRARY			
1CTQ-XMVY-9CHT	Invoice	ZIP BOOKS-D. THOMAS			
1DDY-M3V3-HVN9	Invoice	ZIP BOOKS-A. BARDACH			
1DXG-W9LC-KTXG	Invoice	ZIP BOOKS-S. FLORES			
1DXG-W9LC-LK1J	Invoice	ZIP BOOKS-M. MORRISON			
1F9D-N6LX-419X	Invoice	BOOKS FOR LIBRARY			
1F9D-N6LX-97QJ	Invoice	ZIP BOOKS-M. PERRY			
1GGC-1CPN-D7R4	Invoice	ZIP BOOKS-L. FRIEDMAN			
1GWF-D3CY-C43R	Invoice	ZIP BOOKS-S. GUTIERREZ			
1HDV-GRG7-DHF4	Invoice	BOOKS FOR LIBRARY			
1KN4-JPFK-9JJM	Credit Memo	COSTUME FOR LIBRARY RETURNED			
1KXK-G6QW-47HR	Invoice	ZIP BOOKS-M. GARCIA			
1KXK-G6QW-4VDF	Invoice	ZIP BOOKS-M. MARTEL			
1N4P-P3JL-4FPT	Invoice	ZIP BOOKS-K.GARCIA			
1NHL-QFHN-D117	Invoice	BOOKS FOR LIBRARY			
1NNF-1G1C-14RK	Invoice	ZIP BOOKS-S. FREUND			
1NNF-1G1C-6C99	Invoice	ZIP BOOKS-E. CASTRO			
1RXY-RFYT-1D77	Invoice	ZIP BOOKS-K. GROSSMAN			
1V49-KJVJ-7J3C	Invoice	ZIP BOOKS-J. GROVES			
1V6Y-RJWF-M1XR	Invoice	ZIP BOOKS-A. HORTON			
1VWM-T9F3-GGVH	Invoice	2 PICKLEBALL NETS FOR POOL			
1VYG-N34X-MTLD	Invoice	ZIP BOOKS-E. MILES			
1VYG-N34X-TXF9	Invoice	ZIP BOOKS-C DEVRIES			
1WF6-Q7CH-DD9K	Invoice	ZIP BOOKS-J.ANDBERG			
1WF6-Q7CH-NMG7	Invoice	ZIP BOOKS-D. JAYNES			
1X64-GMPW-MVTK	Invoice	BOOKS FOR LIBRARY			
	Void		09/07/2023	-	102043
	Void		09/07/2023	-	102044
	BROWNSTEIN HYATT FARBER SCHRECK		09/07/2023	57,864.00	102045
951706	Invoice	PROFESSIONAL LEGAL SERVICES THROUGH 7/31/2023			
951707	Invoice	PROFESSIONAL LEGAL SERVICES THROUGH 7/31/2023			
951708	Invoice	PROFESSIONAL LEGAL SERVICES THROUGH 7/31/2023			
951709	Invoice	PROFESSIONAL LEGAL SERVICES THROUGH 7/31/2023			
	CARPINTERIA SANITARY DISTRICT		09/07/2023	53.00	102046
INV0004887	Invoice	INSPECTION & PERMIT			

	CARPINTERIA VALLEY LUMBER CO		09/07/2023	99.34	102047
516276	Invoice	SHELVE MATERIAL FOR LIBRARY			
516693	Invoice	PAINT BRUSHES FOR SKATE PARK SIGNS			
516750	Invoice	MATERIALS TO INSTALL SKATE PARK PLAQUES			
	CCI OFFICE TECHNOLOGIES		09/07/2023	351.29	102048
INST375051	Invoice	INK CARTRIDGE FOR POSTAGE MACHINE			
	COASTAL VIEW NEWS		09/07/2023	231.00	102049
60278	Invoice	PLANNING COMMISSION MEETING AD 8/24/23			
	COX BUSINESS		09/07/2023	350.82	102050
SEP23 001 3011 028030701	Invoice	SEP23 POOL & GARDEN INTERNET-PHONE SERVICE			
	DEMCO INC		09/07/2023	335.21	102051
7351803	Invoice	LIBRARY BOOK SUPPLIES			
	EVERSHADE EXTERIOR CLEANING SOLUTIONS		09/07/2023	450.00	102052
10501	Invoice	AUG23 CLEANING OF TRASH CANS AT CARP & LINDEN AVE			
	FORMS + SURFACES		09/07/2023	1,840.37	102053
D168500-00	Invoice	CITY OF CARPINTERIA REPLACEMENT TRASH LINERS			
	FRONTIER COMMUNICATIONS		09/07/2023	152.90	102054
SEP23 209-188-2500-061589-5	Invoice	SEP23 PHONE & INTERNET - LG TOWER			
	HDL SOFTWARE LLC		09/07/2023	7,175.83	102055
SIN030731	Invoice	JUL23 NEW ACCOUNTS PROCESSED/STR RETURNS			
	INFOARMOR INC		09/07/2023	53.85	102056
6456Aug23	Invoice	AUG23 IDENTITY THEFT EMPLOYEE PREMIUMS			
	JOY EQUIPMENT PROTECTION INC		09/07/2023	1,553.38	102057
1473	Invoice	NEW FIRE EXTINGUISHERS & SERVICE OF EXISTING			
	MISSION UNIFORM SERVICE		09/07/2023	61.48	102058
519929971	Invoice	MISSION LINEN SUPPLY-POOL, LIBRARY, & CITY HALL			
519929973	Invoice	MISSION LINEN SUPPLY-POOL, LIBRARY, & CITY HALL			
	MNS ENGINEERS INC		09/07/2023	1,527.50	102059
84043	Invoice	JUL23 SURVEY FOR 4610 FOURTH STREET			
	OVERDRIVE INC.		09/07/2023	7,259.28	102060
01352CO23293084	Invoice	AUG23 EBOOK/AUDOBOOK MATERIAL FOR LIBRARY			
01352CO23294404	Invoice	AUG23 EBOOK/AUDOBOOK MATERIAL FOR LIBRARY			
01352CO23296145	Invoice	AUG23 EBOOK/AUDOBOOK MATERIAL FOR LIBRARY			
01352CO23296993	Invoice	AUG23 EBOOK/AUDOBOOK MATERIAL FOR LIBRARY			
01352CO23299429	Invoice	AUG23 EBOOK/AUDOBOOK MATERIAL FOR LIBRARY			
01352DA23300881	Invoice	AUG23 EBOOK/AUDOBOOK MATERIAL FOR LIBRARY			
	QUADIENT LEASING USA INC.		09/07/2023	622.44	102061
N10078940	Invoice	SEP23-DEC23 LEASE PAYMENT FOR C.H. POSTAGE MACHINE			
	ROCKWELL PRINTING		09/07/2023	294.30	102062
42749	Invoice	AUGUST 23 BUSINESS CARDS B. ROBINSON			
42758	Invoice	AUGUST 23 BUSINESS CARDS (MAYOR, COUNCIL)			
	SANTA BARBARA PEST CONTROL		09/07/2023	225.00	102063
162248	Invoice	AUG23 PEST CONTROL AT CITY HALL			
162249	Invoice	AUG23 PEST CONTROL AT VETS HALL			
162926	Invoice	AUG23 PEST CONTROL AT POOL			
	SANTA BARBARA SWIM CLUB		09/07/2023	661.00	102064
INV0004889	Invoice	SEP23 SWIM MEET ENTRY FEES SBSC NOVICE			
	SO CA EDISON		09/07/2023	3,120.71	102065
AUG23 700201069122	Invoice	AUG23 ELECTRICITY-101 ASH AVE			
AUG23 700230547624	Invoice	AUG23 ELECTRICITY-5103 CARPINTERIA AVE			
AUG23 700247140684	Invoice	AUG23 ELECTRICITY-1 CARPINTERIA TC1			
AUG23 700255596559	Invoice	AUG23 ELECTRICITY-100 LINDEN			
AUG23 700264659490	Invoice	AUG23 ELECTRICITY-1115 LINDEN AVE B PED			
AUG23 700274833982	Invoice	AUG23 ELECTRICITY-901 CACTUS LN EV EV			
AUG23 700465507084	Invoice	AUG23 ELECTRICITY-4950 9TH ST BT HM			

AUG23 700477662295	Invoice	AUG23 ELECTRICITY-901 CACTUS LN LGHT			
AUG23 700525378417	Invoice	AUG23 ELECTRICITY-931 WALNUT AVE & 4851 5TH ST			
AUG23 700604790697	Invoice	AUG23 ELECTRICITY-CAPP AV/CSTS PAS 609			
	SO CAL GAS		09/07/2023	780.15	102066
AUG23. 006 514 2700 7	Invoice	NATURAL GAS 5305 CARPINTERIA AVE APT B (POOL)			
AUG23. 016 913 9500 6	Invoice	NATURAL GAS 5775 CARPINTERIA AVE (CITY HALL)			
AUG23. 140 914 3084 4	Invoice	NATURAL GAS 941 WALNUT AVE (VETS HALL)			
	STAPLES ADVANTAGE		09/07/2023	490.49	102067
3545375438	Invoice	HP COLOR LASERJET PRINTER FOR R. HOWARD			
	TRAFFIC TECHNOLOGIES LLC		09/07/2023	1,924.38	102068
44905	Invoice	HARDWARE & DECALS FOR SIGNS			
	TRI-CO REPROGRAPHICS		09/07/2023	57.36	102069
184618	Invoice	SCANNING COLOR, DESTAPLE, RESTAPLE 8/16/23			
185029	Invoice	SCANNIN COLOR, DEBIND, REBIND 8/22/23			
185126	Invoice	SCANNING COLOR, DESTAPLE, RESTAPLE 8/24/23			
	WAXIE SANITARY SUPPLY		09/07/2023	201.30	102070
81924114	Invoice	BATH TISSUE FOR POOL & LIBRARY 8/22/23			
	WESTAIRE HEATING & CONDITIONING INC		09/07/2023	1,636.65	102071
20054	Invoice	HVAC MAINTENANCE-SHERIFF AREA/OUTDOOR CONDENSER			
20055	Invoice	HVAC MAINTENANCE-LIBRARY/VETS HALL			
	WEX BANK (76)		09/07/2023	404.04	102072
91632285	Invoice	AUG23 FUEL FOR CITY VEHICLES			
	MISSIONSQUARE		09/07/2023	6,343.01	102073
INV0004894	Invoice	Deferred Compensation Contribution-Part Time Emp			
INV0004895	Invoice	MissionSquareEmployee Contributions			
INV0004896	Invoice	MISSIONSQUARE Employee Contributions			
	SEIU LOCAL 620		09/07/2023	250.17	102074
INV0004897	Invoice	Employee Union Dues Contribution			
	UNITED WAY OF SANTA BARBARA COUNTY		09/07/2023	24.00	102075
INV0004898	Invoice	Employee United Way Contribution			
	ALL LANGUAGES INTERPRETING & TRANSLATING INC.		09/14/2023	890.00	102076
300778	Invoice	2 INTERPRETERS FOR CC MTG 8/28/23			
	AMAZON CAPITAL SERVICES INC		09/14/2023	517.34	102077
11FG-6GK6-MHQ4	Invoice	USB PORTABLE CHARGER FOR B. BARRETT			
11LX-1PJR-WLTP	Invoice	BOOKS FOR LIBRARY			
16DJ-YMKX-XTQ9	Invoice	BOOKS FOR LIBRARY			
19JL-LMTW-VPNJ	Invoice	BUSINESS CARD ORGANIZER, RUBBER STAMP			
1CHW-97XP-QD9R	Invoice	ZIP BOOKS-M. WIEDERKEHR			
1CKM-M6MJ-9YT6	Invoice	FILE FOLDERS, PENS FOR OFFICE USE			
1DQ9-JHRL-3FYC	Invoice	TAPE FOR LABEL MAKER			
1HKY-V414-WQRP	Invoice	ZIP BOOKS-J. ANDBERG			
1KLN-HGKG-HXP1	Invoice	LAMINATOR MACHINE			
1LJP-1JJG-K9HQ	Invoice	BOOKS FOR LIBRARY			
1W4R-CGM7-HK6G	Invoice	BOOKS FOR LIBRARY			
1W4R-CGM7-LWG9	Credit Memo	BOOKS FOR LIBRARY RETURNED			
1YVP-HYXH-QYGH	Invoice	ZIP BOOKS-R. LEHTINEN			
1YXQ-FVGR-W16H	Invoice	BOOKS FOR LIBRARY			
	ANIMAL MEDICAL CLINIC		09/14/2023	3,335.00	102078
341241	Invoice	AUG23 CONTRACTED VET SERVICES			
343025	Invoice	AUG23 EMERGENCY OUT OF CONTRACT VET SERVICES			
344338	Invoice	AUG23 DOG LICENSING ISSUANCE			
344340	Invoice	SEP23 CONTRACTED VET SERVICES			
	ASBURY ENVIRONMENTAL SVCS		09/14/2023	5.00	102079
I500-00955577	Invoice	DISPOSAL OF OIL/MIXED OILS 7/31/23			
	CARPINTERIA VALLEY LUMBER CO		09/14/2023	92.60	102080
516894	Invoice	HARDWARE FOR SKATE PARK			
516920	Invoice	KEYS FOR SKATE PARK RESTROOMS			

517079	Invoice	KEYS FOR SKATE PARK RESTROOMS			
517262	Invoice	METAL NOZZLE, WASHER FOR SKATE PARK			
517358	Invoice	BRASS HOOKS FOR VEHICLE KEY CLOSET			
517506	Invoice	HARDWARE FOR LIBRARY SHELVES			
	CARPINTERIA VALLEY WATER DISTRICT		09/14/2023	18,559.04	102081
CARP CITY AUG23 SERVICE	Invoice	AUG23-WATER FOR MULTIPLE LOCATIONS			
	COAST AUTO PARTS INC		09/14/2023	46.65	102082
768608	Invoice	FUEL FILTER FOR BEACH TRACTOR			
	COASTAL VIEW NEWS		09/14/2023	436.00	102083
60275	Invoice	ABOP CANCELLED AD 8/24/23			
60294	Invoice	ORDINANCE 768 PUBLISHED IN FULL AD 8/31/23			
	COLLEEN ALBERT		09/14/2023	41.84	102084
INV0004925	Invoice	PROJECT PL-23-2212 CLOSE OUT			
	COX BUSINESS		09/14/2023	428.43	102085
SEP23 001 3011 022093901	Invoice	SEP23 CITY HALL TV & INTERNET SERVICE			
	EMPATHIA PACIFIC INC		09/14/2023	600.00	102086
119594	Invoice	OC23-DEC23 EAP SERVICES			
	EVERYWHERE RIGHT NOW		09/14/2023	1,190.00	102087
3628	Invoice	AUG23 WEBSITE PROGRAMMING CITY HALL & LIBRARY			
	EXTRA SPACE STORAGE		09/14/2023	550.00	102088
SEP23 0905	Invoice	UNIT RENT 9/23/23-10/23/23			
	FIRST NATIONAL BANK OF OMAHA		09/14/2023	15,389.17	102089
AUG23 0983	Invoice	CREDIT CARD PAYMENT-OUM			
AUG23 1949	Invoice	CREDIT CARD PAYMENT-SG			
AUG23 3498	Invoice	CREDIT CARD PAYMENT-JT			
AUG23 3696	Invoice	CREDIT CARD PAYMENT-LM			
AUG23 4545	Invoice	CREDIT CARD PAYMENT-BB			
AUG23 6160	Invoice	CREDIT CARD PAYMENT-JI			
AUG23 8528	Invoice	CREDIT CARD PAYMENT-AW			
AUG23 8897	Invoice	CREDIT CARD PAYMENT-M. ROBERTS			
AUG23 9341	Invoice	CREDIT CARD PAYMENT-M. RAMIREZ			
	FRONTIER COMMUNICATIONS		09/14/2023	49.99	102090
SEP23 805-566-1944-032923-5	Invoice	SEP23 PHONE & INTERNET-BEACH STORE			
	GOGOV		09/14/2023	12,000.00	102091
23-337	Invoice	FY24 GOREQUEST CITIZEN REQUEST SUBSCRIPTION			
	GOVERNMENT TAX SEMINARS LLC		09/14/2023	495.00	102092
INV0004910	Invoice	2023 ANNUAL GOVERNMENT TAX WEBINAR-L. MALDONADO			
	GRACENOTE		09/14/2023	73.45	102093
150003021	Invoice	SEP23 LISTING DISTRIBUTION SERVICE			
	GRAINGER		09/14/2023	878.37	102094
9688009118	Invoice	HAND TORCH FOR SHOP			
9799459616	Invoice	VETS HALL MEETING ROOM LIGHT FIXTURE			
9803629139	Invoice	3 PAPER TOWEL DISPENSERS FOR LIBRARY			
9819863904	Invoice	WATER NOZZLE, DUCT TAPE, BLACK TAPE FOR SHOP			
9822191848	Invoice	GRAFFITI REMOVER FOR SIGNS			
	ID WORKS LLC		09/14/2023	125.50	102095
G 36803	Invoice	PUBLIC WORKS SHIRTS			
	IMPULSE ADVANCE COMMUNICATIONS		09/14/2023	1,602.63	102096
108447	Invoice	OCT23 PHONE SERVICES			
	JACK N TOOL BOX		09/14/2023	1,498.10	102097
INV0004923	Invoice	PROJECT PL-21-2123 CLOSE OUT			
	JOE FRANKEN		09/14/2023	22.32	102098
INV0004924	Invoice	PROJECT PL-22-2158 CLOSE OUT			
	JOHN CALLENDER		09/14/2023	120.00	102099

PC Q4 2022-WARRANT	Invoice	PLANNING COMMISSION MEETINGS OCT-DEC 2022			
	KANOPY		09/14/2023	36.00	102100
364516 - PPU	Invoice	AUG23 LIBRARY VIDEOS			
	LAFCO		09/14/2023	3,544.00	102101
INV0004903	Invoice	FY24 DISTRIBUTION OF LAFCO BUDGET PAYMENT			
	LIEBERT CASSIDY WHITMORE		09/14/2023	600.00	102102
6413	Invoice	FLSA ACADEMY REGISTRATION - T. ILASIN			
	MISSION UNIFORM SERVICE		09/14/2023	364.10	102103
519929972	Invoice	MAT REPLACEMENT, UNIFORM CLEANING 8/28/23			
519929974	Invoice	TOWEL & MAT REPLACEMENT-CITY HALL 8/28/23			
519969343	Invoice	MAT REPLACEMENT, UNIFORM CLEANING 9/4/23			
519969344	Invoice	TOWEL & MAT REPLACEMENT-CITY HALL 9/4/23			
	MONTGOMERY HARDWARE CO		09/14/2023	601.71	102104
755702	Invoice	SKATE PARK LOCKS			
	NEW BEGINNINGS COUNSELING CENTER		09/14/2023	3,664.39	102105
49068	Invoice	JUL23 SAFE PARKING PROGRAM			
	NGU DRONE PHOTOGRAPHY LLC		09/14/2023	1,185.00	102106
1012	Invoice	8/14/23 DRONE VIDEO SERVICES			
	OVERDRIVE INC.		09/14/2023	484.94	102107
01352DA23311204	Invoice	SEP23 EBOOK/AUDIOBOOK MATERIAL FOR LIBRARY			
	PAGEFREEZER SOFTWARE INC		09/14/2023	3,484.00	102108
INV-14497	Invoice	PUBLIC RECORDS COMPLIANCE FOR SOCIAL MEDIA			
	PLANNING & DEVELOPMENT-COUNTY OF SANTA BARE		09/14/2023	887.70	102109
INV0004911	Invoice	JUL23 COUNTY PLANNING CHECKS FOR RINCON MULTI USE			
	POLICORE INC.		09/14/2023	9,888.84	102110
403176	Invoice	IT SERVICES/EQUIPMENT-CITY HALL AUGUST 2023			
	QUADIENT FINANCE USA INC		09/14/2023	1,000.00	102111
AUG23 7900 0440 8110 0954	Invoice	POSTAGE FOR CITY HALL AUGUST 2023			
	REGIONAL GOVERNMENT SERVICES		09/14/2023	724.00	102112
15492	Invoice	EXPENSE REIMBURSEMENT-RANDOLPH POLLARD			
	RITE AID #5776		09/14/2023	379.00	102113
INV0004912	Invoice	FY22-23 BUSINESS LICENSE OVERPAYMENT			
	ROADLINE PRODUCTS INC USA		09/14/2023	1,794.48	102114
19022	Invoice	STENCIL FOR PAINTING STREETS			
	SANTA BARBARA COUNTY CLERK OF THE BOARD		09/14/2023	50.00	102115
INV0004914	Invoice	CEQA NOTICE OF EXEMPTION FILING FEE PL-22-2184			
	SANTA BARBARA COUNTY CLERK OF THE BOARD		09/14/2023	50.00	102116
INV0004913	Invoice	CEQA NOTICE OF EXEMPTION FILING FEE PL-22-2162			
	SHOWSCAPES		09/14/2023	6,325.00	102117
388333669	Invoice	BACKFLOW INSTALL AT POOL 8/1/23			
388333677	Invoice	MONTE VISTA PARK TREE REPLACEMENT 8/29/23			
3889333672	Invoice	DOWNTOWN T-COLOR CHANGE OUT 8/16/23			
	SITEONE LANDSCAPE SUPPLY (ALL AROUND)		09/14/2023	98.13	102118
134008411-001	Invoice	6 BURLAP TOTES FOR PARK SUPPLIES			
134010384-001	Invoice	MATERIAL FOR SKATE PARK REPAIR 8/30/23			
134101986-001	Invoice	MATERIAL TO REPAIR SKATE PARK 9/1/23			
	SO CA EDISON		09/14/2023	9,106.60	102119
AUG23 700405192484	Invoice	AUG23 ELECTRICITY-MULTIPLE LOCATIONS			
	SOLID WASTE SOLUTIONS INC		09/14/2023	4,401.75	102120
205	Invoice	AUG23 WASTEWATER PROFESSIONAL SERVICES			
	STP SCREEN PRINTING		09/14/2023	754.83	102121
3569	Invoice	2023 SOFTBALL LEAGUE T-SHIRTS			

	TKM ENGINEERING		09/14/2023	1,072.50	102122
1220	Invoice	AUG23 PARKLETS/DOWNTOWN T PERMIT GUIDLINES			
1221	Invoice	AUG23 LAGUNITAS TRAFFIC STUDY REVIEW			
	TRAFFIC TECHNOLOGIES LLC		09/14/2023	749.89	102123
44930	Invoice	STREET SIGNS			
	TREESCAPES		09/14/2023	2,895.00	102124
388333494	Invoice	VARIOUS TREE TRUNK INJECTION TREATMENT 8/11/23			
388333767	Invoice	EL CARRO EMERGENCY TREE LIMB 8/25/23			
	TRI-CO REPROGRAPHICS		09/14/2023	34.62	102125
185571	Invoice	SCANNING COLOR, PDF EXTRACT 9/1/23			
185613	Invoice	SCANNING SMALL FORMAT, FILE RENAME 9/1/23			
	TWO TRUMPETS COMMUNICATIONS		09/14/2023	5,550.00	102126
1331	Invoice	AUG23 COMMUNICATIONS SERVICES			
	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFC		09/14/2023	250.46	102127
23-240539	Invoice	SEP23 CA STATE FEE FOR REGULATORY COSTS			
820230155	Invoice	SEP23 NEW TICKET CHARGES & DATABASE MAINTENANCE			
	VJS BIOLOGICAL CONSULTING		09/14/2023	1,415.00	102128
INV0004920	Invoice	MAY-AUG23 BIOLOGICAL SERVICES			
	WAXIE SANITARY SUPPLY		09/14/2023	276.81	102129
81945737	Invoice	TRASH BAGS, BATH TISSUE CITY HALL 8/31/23			
	WILLDAN FINANCIAL SERVICES		09/14/2023	1,230.00	102130
010-55742	Invoice	SERVICES TO UPDATE DEVELOPMENT IMPACT FEE STUDY			
	ZWORLD GIS		09/14/2023	2,977.00	102131
2023-0354	Invoice	AUG23 MAPPING/GIS SERVICES			
	INTERNAL REVENUE SERVICE		09/07/2023	18,006.39	DFT0003128
PR18 09/07/23	Invoice	PR18 09/07/23 FEDERAL TAX PAYMENT			
	EDD-SIT		09/07/2023	5,363.28	DFT0003129
PR18 09/07/23	Invoice	PR18 09/07/23 SIT TAXES			
	EDD-SDI		09/07/2023	1,424.83	DFT0003130
PR18 09/07/23	Invoice	PR18 09/07/23 SDI TAXES			
	CalPERS		09/07/2023	8,252.92	DFT0003131
08/19/23-09/01/23 PEPRA	Invoice	PEPRA RETIREMENT 08/19/23-09/01/23 PR18			
	CalPERS		09/07/2023	15,068.42	DFT0003132
08/19/23-09/01/23 CLASSIC	Invoice	CLASSIC RETIREMENT 08/19/23-09/01/23 PR18			
	CalPERS		09/07/2023	566.60	DFT0003133
FY23-24 RETRO-DD	Invoice	FY23-24 RETRO CONTRIBUTIONS-D. DURFLINGER			
	CalPERS		09/07/2023	109.16	DFT0003134
FY23-24 RETRO-OUM	Invoice	FY23-24 RETRO CONTRIBUTIONS-O. URIBE-MUTAL			
	CalPERS HEALTH		09/07/2023	7,488.87	DFT0003135
SEP23 PREMIUMS CC	Invoice	SEP23 HEALTH PREMIUMS CC			
	CalPERS HEALTH		09/07/2023	51,856.25	DFT0003136
SEP23 PREMIUMS	Invoice	SEP23 HEALTH PREMIUMS			

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
September 25, 2023

ITEM FOR COUNCIL CONSIDERATION

Contracts Executed by the City Manager on behalf of the City for the Period of August 22, 2023 through September 18, 2023.

STAFF RECOMMENDATION

Receive and file Report of Contracts Executed by the City Manager for the Period of August 22, 2023 through September 18, 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 August 22, 2023 through September 18, 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 Durflinger, City Manager
(805) 755-4400; daved@carpinteriaca.gov

Signature

ATTACHMENT A

Report of Contracts Executed by the City Manager
Period of August 22, 2023 through September 18, 2023

VENDOR	PURPOSE	AMOUNT
Bob Trautz Development Co., Inc.	Decrease in quantity of work performed under Bid Item No. 1 "Install Skate Park Safety Signage". Purpose is for the relocation of signage in order to make clearance for pedestrian path of travel.	($649.97)
Nimmer Pictures, Inc.	Production of a Skate Park Ribbon Cutting Ceremony video and produce a Skate Park 3 minute video (incorporating Council footage, drone footage and Skate Park Ribbon Cutting Ceremony)	$650.00

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
September 25, 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 is 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 (Attachment A.)

POLICY CONSISTENCY

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

FINANCIAL CONSIDERATIONS

Cash Statement: At August 31, 2023, the City held cash and cash investments as shown in the table below.

Table I

CASH ACTIVITY FOR THE MONTH:	
Cash and Investment Beginning of the Month	$ 19,225,349.16
Cash Receipts	7,081,778.97
Cash Disbursements	(7,233,189.21)
Cash and Investment End of the Month	$ 19,073,938.92

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 security matures, changes in its value become less sensitive to market rate changes.

As of August 31, 2023, the portfolio's average days to maturity was 1.98 years, the average coupon rate was 1.76%, the average yield to maturity was 4.97%, the par value was $10,650,000, and Market Value was $10,094,507.85

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 listing 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 March 1, 2024.

LEGAL

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

PRINCIPAL PARTIES EXPECTED AT MEETING

None.

ATTACHMENTS

Attachment A: City of Carpinteria Monthly 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 Monthly Report

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

CASH ACTIVITY FOR THE MONTH:

Cash and Investment Beginning of the Month	$ 19,225,349.16
Cash Receipts	7,081,778.97
Cash Disbursements	(7,233,189.21)
Cash and Investment End of the Month	$ 19,073,938.92

CASH AND INVESTMENT PORTFOLIO:

Type of Investment/Coupon/CUSIP #	Institution/Issuer	Yield to Maturity	Maturity Date	# Days to Maturity	Par Value	Market Value (1)	Book Value (2)
Demand Deposit - General Checking	Montecito Bank	N/A	N/A	N/A	198,991.52	198,991.52	198,991.52
Demand Deposit - Premier Public Money Market	Montecito Bank	N/A	9/1/2023	1	764,492.44	764,492.44	764,492.44
Demand Deposit - Section 125 Checking	Montecito Bank	N/A	N/A	N/A	3,759.68	3,759.68	3,759.68
Demand Deposit - Payroll Checking	Montecito Bank	N/A	N/A	N/A	3,957.77	3,957.77	3,957.77
Local Agency Investment Fund	State of California	0.22%	9/1/2023	1	3,503,689.28	3,503,689.28	3,503,689.28
Demand Deposit - Money Market	Charles Schwab	N/A	9/1/2023	1	4,238,423.41	4,238,423.41	4,238,423.41
Treasury Note, 2.875%, (9128285D8)	U.S. Government	0.67%	9/30/2023	30	250,000.00	249,453.13	249,335.00
Treasury Note, 2.875%, (9128285K2)	U.S. Government	2.20%	10/31/2023	61	250,000.00	248,945.30	252,579.39
Treasury Note, 2.75%, (912828WE6)	U.S. Government	2.23%	11/15/2023	76	250,000.00	248,593.75	252,049.66
Treasury Note, 0.75%, (91282CDR9)	U.S. Government	0.73%	12/31/2023	122	250,000.00	246,132.80	249,993.47
Treasury Note, 2.5%, (9128285Z9)	U.S. Government	0.06%	1/31/2024	153	200,000.00	197,593.74	199,388.94
Treasury Note, 2.375%, (9128286G0)	U.S. Government	0.78%	2/29/2024	182	200,000.00	197,000.00	199,264.00
Treasury Note, 0.25%, (91282CBR1)	U.S. Government	2.17%	3/15/2024	197	250,000.00	243,203.13	240,750.00
Treasury Note, 2.25%, (9128286R6)	U.S. Government	2.41%	4/30/2024	243	250,000.00	244,804.68	249,156.76
Treasury Note, 2.0%, (912828XT2)	U.S. Government	1.11%	5/31/2024	274	250,000.00	243,710.93	255,107.50
Treasury Note, 0.25%, (91282CCG4)	U.S. Government	4.61%	6/15/2024	289	250,000.00	240,117.18	235,669.96
Treasury Note, 3.0%, (91282CFA4)	U.S. Government	4.53%	7/31/2024	335	250,000.00	244,609.38	244,503.55
Treasury Note, 3.25%, (91282CFG1)	U.S. Government	4.30%	8/31/2024	366	250,000.00	244,804.68	245,158.84
Treasury Note, 0.375%, (91282CCX7)	U.S. Government	1.08%	9/15/2024	381	250,000.00	237,500.00	245,359.46
Treasury Note, 2.125%, (9128282Y5)	U.S. Government	4.31%	9/30/2024	396	250,000.00	241,601.55	239,586.84
Treasury Note, 0.625%, (91282CDB4)	U.S. Government	4.14%	10/15/2024	411	250,000.00	237,304.68	233,056.64
Treasury Note, 2.25%, (912828G38)	U.S. Government	4.35%	11/15/2024	442	250,000.00	241,132.80	241,052.35
Treasury Note, 1.00%, (91282CDN8)	U.S. Government	0.98%	12/15/2024	472	250,000.00	236,914.05	250,079.39
Treasury Note, 1.125%, (91282CDS7)	U.S. Government	4.09%	1/15/2025	503	250,000.00	236,679.68	237,350.47
Treasury Note, 1.125%, (912828ZC7)	U.S. Government	1.29%	2/28/2025	547	250,000.00	235,742.18	248,740.00
Treasury Note, 2.625%, (9128284F4)	U.S. Government	1.30%	3/31/2025	578	250,000.00	240,742.18	260,224.61
Treasury Note, 0.25%, (912828ZT0)	U.S. Government	1.25%	5/31/2025	639	250,000.00	230,351.55	241,660.01
Treasury Note, 0.25%, (912828ZW3)	U.S. Government	1.53%	6/30/2025	669	250,000.00	229,726.55	239,598.86
Treasury Note, 0.25%, (91282CAM3)	U.S. Government	1.32%	9/30/2025	761	250,000.00	227,734.38	240,265.00
Treasury Note, 3.0%, (9128285J5)	U.S. Government	4.09%	10/31/2025	792	250,000.00	240,781.25	242,136.63
Treasury Note, 0.375%, (91282CBC4)	U.S. Government	1.20%	12/31/2025	853	250,000.00	226,484.37	241,955.00
Treasury Note, 0.375%, (91282CBC4)	U.S. Government	1.37%	12/31/2025	853	250,000.00	226,484.38	240,365.00
Treasury Note, 3.875%, (91282CGE5)	U.S. Government	3.77%	1/1/2026	854	250,000.00	245,273.43	250,641.19
Treasury Note, 1.625%, (912828P46)	U.S. Government	1.56%	2/15/2026	899	250,000.00	232,343.75	250,595.69

Treasury Note, 0.5%, (91282CBQ3)	U.S. Government	1.28%	2/25/2026	909	250,000.00	225,703.13	242,113.19
Treasury Note, 0.75%, (91282CBT7)	U.S. Government	1.28%	3/31/2026	943	250,000.00	226,875.00	244,459.30
Treasury Note, 0.75%, (91282CCF6)	U.S. Government	1.34%	5/31/2026	1004	250,000.00	225,468.75	243,702.50
Treasury Note, 0.875%, (91282CCJ8)	U.S. Government	1.35%	6/30/2026	1034	250,000.00	225,976.55	244,821.96
Treasury Note, 1.625%, (91282YQ7)	U.S. Government	4.00%	10/31/2026	1157	250,000.00	228,906.25	227,869.30
Treasury Note, 2%, (91282U24)	U.S. Government	4.31%	11/15/2026	1172	250,000.00	231,484.38	228,317.27
Treasury Note, 1.25%, (91282CDK4)	U.S. Government	1.28%	11/30/2026	1187	250,000.00	225,781.25	249,602.02
Treasury Note, 1.5%, (912828Z78)	U.S. Government	3.64%	1/31/2027	1249	250,000.00	226,796.88	231,040.31
Treasury Note, 2.25%, (912828V98)	U.S. Government	4.29%	2/15/2027	1264	250,000.00	232,421.88	229,819.14
Treasury Note, 2.5%, (91282CEF4)	U.S. Government	3.96%	2/16/2027	1265	250,000.00	234,218.75	235,031.06
Treasury Note, 2.75%, (91282CEN7)	U.S. Government	3.71%	4/30/2027	1338	250,000.00	235,976.55	241,094.62
Treasury Note, 3.25%, (91282CEW7)	U.S. Government	3.70%	6/30/2027	1399	250,000.00	240,000.00	245,668.13
Treasury Note, 3.125%, (91282CFH9)	U.S. Government	4.19%	8/31/2027	1461	250,000.00	238,554.68	238,232.21
Treasury Note, 4.125%, (91282CFU0)	U.S. Government	4.02%	10/31/2027	1522	250,000.00	247,695.30	250,962.10
Treasury Note, 2.25%, (9128283F5)	U.S. Government	4.01%	11/15/2027	1537	250,000.00	229,882.80	232,267.50
					19,363,314.10	**18,804,821.73**	**19,073,938.92**

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 9/01/23 through 3/01/24.

WEIGHTED AVERAGE MATURITY OF PORTFOLIO

As of August 31, 2023 the weighted average days to maturity of the City's investment portfolio is 1.98 years.

FOOTNOTES TO REPORT/DEFINITION OF TERMS:

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

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

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

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

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
September 25, 2023

ITEM FOR COUNCIL CONSIDERATION

Second reading of Ordinance No. 769 amending Chapter 12.24 and Chapter 10.62 of the Carpinteria Municipal Code to add regulations pertaining scooter use at the Carpinteria Skate Park, 5781 Carpinteria Avenue.

STAFF RECOMMENDATION

Adopt Ordinance No. 769 (second reading).

Sample Motion: I move to adopt Ordinance No. 769

(This motion requires a roll call vote.)

BACKGROUND

City regulations concerning skateboarding in the City were established in 1994 (Ordinance No. 499) and are a part of Chapter 10.62 of the Carpinteria Municipal Code (CMC). The City's skateboarding regulations were amended in 1998 (Ordinance No. 549) in order to accommodate the installation of a temporary skate park located in Parking Lot No.3 near the corner of Linden Avenue and 5th Street.

In anticipation of the opening of the Carpinteria Skate Park, staff researched rules and/or regulations that have been adopted and/or posted at dedicated skate park facilities in nearby cities. Staff used this information to help draft Ordinance No. 763. By establishing regulations governing safe use of the skate park and posting them on signage at the facility, the City can alert participants, parents/guardians, and spectators of the risks involved with using the Carpinteria Skate Park and offer guidelines to help prevent injury.

Ordinance No. 763 provided skate park regulations, and was added as a new subchapter within CMC 12.24. The new skate park regulations made clear that the Carpinteria Skate Park is a public park and therefore, all regulations relating to public parks also apply to the Carpinteria Skate Park. Ordinance No. 763 also addressed liability and safety issues particular to the Carpinteria Skate Park.

On February 27, 2023 City Council approved the adoption of Ordinance No. 763 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.

On September 11, 2023 City Council approved the first reading of Ordinance No. 769 amending Chapter 12.24 and Chapter 10.62 of the Carpinteria Municipal Code to add regulations pertaining scooter use at the Carpinteria Skate Park, 5781 Carpinteria Avenue.

DISCUSSION

The proposed Ordinance No. 769, as shown as Attachment B, includes amendments to the rules for users of the Skate Park. Approval of the ordinance on second reading will result in the new rules becoming effective with the ordinance, 30 days from the Council's action and barring legal challenge.

POLICY CONSISTENCY

The City is a general law city and has the authority to consider and implement new laws applicable to its jurisdiction that do not conflict with state law. Consideration of laws to protect citizens' general safety is within the purview of the City.

FINANCIAL CONSIDERATIONS

There is no financial impact in approving Ordinance No. 769. However, there will be some associated costs, estimated to be in the range of $250 to $500, for the removal of the existing signage and replacement of the new signs.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The City Attorney's Office has worked closely with staff in the development of these regulations and will be available to assist in considering options on how to proceed.

OPTIONS

Adopt Ordinance No. 769 (second reading)
Decline adoption of Ordinance No. 769 (second reading) and provide direction to staff as appropriate.

PRINCIPAL PARTIES EXPECTED AT MEETING

None.

ATTACHMENTS

Attachment A: Ordinance Redline - Scooter Update
Attachment B: Ordinance No. 769

Staff contact:

Aida Thau, Management Analyst II
(805) 755-4432; aidat@carpinteriaca.gov

Signature

Reviewed by:

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

Signature

ATTACHMENT A

10.62 – Skateboarding, Riding Scooters, and Skating.

10.62.010 - Definitions.

As used in this chapter:

A. ~~A.~~ "Skates" and "skating" refers to a shoe with metal frame that can be fitted to the sole of a shoe, or similar device with wheels attached. This includes roller skates and in-line skates.

B. ~~B.~~ "Skateboard" and "skateboarding" refers to a deck board or other surface mounted on wheels for the purpose of personal locomotion, sporting activity or similar purpose.

C. "Scooter" or "riding a scooter" refers to a nonmotorized, human-powered wheeled recreational vehicle with a handlebar, deck and wheels that is propelled by a rider pushing off the ground.

10.62.020 - Prohibitions.

Except as provided in this chapter, no person shall ride or propel a skateboard ~~or~~, ride or propel a scooter, or engage in skating upon any public street, or upon city sidewalks, parkways, walkways or public ways or easements maintained for purposes of ingress, egress, and passage by the public in the following locations:

A. Linden Avenue between Carpinteria Avenue and the railroad tracks;
B. In public parking facilities, public parking lots, or other public areas which are posted with signs prohibiting skateboarding, riding scooters and/or ~~roller~~ skating.

10.62.030 - Publicly-owned or publicly-operated skateboard facilities.

For rules and regulations pertaining to publicly-owned or publicly-operated skateboard facilities please refer to Chapter 12.24.101 of this code.

12.24.101 Skatepark Rules and Regulations.

A. For the purposes of this section, the following definitions shall apply:

1. "Skates" and "skating" refers to a shoe with metal frame that can be fitted to the sole of a shoe, or similar device with wheels attached. This includes roller skates and in-line skates, as defined at chapter 10.62.010(A) of this code.

2. "Skateboard" and "skateboarding" refers to a deck board or other surface mounted on wheels for the purpose of personal locomotion, sporting activity or similar purpose, as defined at chapter 10.62.010(B) of this code.

3. "Scooter" refers to a nonmotorized, human-powered wheeled recreational vehicle

with a handlebar, deck and wheels that is propelled by a rider pushing off the ground, as defined at chapter 10.62.010(C)

4. ~~3.~~ "Safety equipment" means, at a minimum, helmets, elbow pads and knee pads suitable to provide protection in the event of falls or collisions. Such equipment must be worn in the Carpinteria Skate Park at all times.

5. ~~4.~~ "Skate park" means Carpinteria Skate Park, located at 5781 Carpinteria Avenue in Carpinteria, California.

6. ~~5.~~ "Skating area" means those areas of the skate park designed and intended for use by persons riding skateboards or skates, and which shall be designated by signs.

7. ~~6.~~ "Special event" means a festival, concert, or other social event that is authorized by a Special Event Permit issued by the City as outlined at chapter 10.68.

B. City staff reserves the right to exempt special event participants from certain rules in this section for the duration of the special event.

C. The skate park is a "public park" and rules and regulations pertaining to "public parks" at chapter 12.24 shall be applicable to the skate park. Use of the skate park is also subject to the following additional rules which are adopted for the reasonable protection to individuals and property:

1. All persons riding skateboards, scooters, or skates within the skate park must wear safety equipment in accordance with the safety equipment manufacturer's recommendations. The safety equipment must be in a serviceable condition. Reasonable notice shall be posted at the skate park to the effect that any person riding or using a ~~Skateboard or Skates~~skateboard, scooter, or skates in such park must wear a helmet, elbow pads, and knee pads, and that failing to do so is in violation of this Chapter and subject to citation as an infraction under Chapter 1.08 of the Carpinteria Municipal Code.

2. Only ~~non-motorized~~nonmotorized skateboards, scooters and skates are allowed in the skate
~~2.~~ park. Prohibited devices include, but are not limited to, bicycles, ~~scooters,~~ and any motorized device whether electric or gas powered.

3. No person shall use, consume or possess food or beverages in the skating area. Only plastic or metal water bottles are allowed in the skate park.

4. No person shall use, or be under the influence of, alcohol, controlled substances, cannabis, or other mind-altering drugs while using the skate park.

5. No smoking (including vaping), or disposal of any cigarette, cigar, or

~~tobacco-related~~tobacco- related product is allowed within the skate park.

6. No animals, including dogs or other pets, are allowed in the skate park, unless they are "service animals" as defined under Title II of the Americans with Disabilities Act (ADA) at 28 CFR § 35.136.

7. In addition to the prohibited items listed at chapter 12.24.020(5), no person shall have a dangerous weapon in his or her possession in the skate park. Dangerous weapons shall include but not be limited to guns, knives, bats, clubs, or martial arts weapons.

8. In addition to the prohibitions listed at chapter 12.24.020(4), no person shall apply, or cause to be applied, any vandalism, including but not limited to graffiti, tagging, stickers, or decals to any facilities in the skate park.

9. All persons shall skateboard or skate only in the skating area and shall not skateboard or skate in the parking areas, plaza area, walkways, on tables or benches or on the driveways of the skate park.

10. Skate park age restrictions for users may be established by City Council resolution.

11. No personal amplified music devices are permitted in the skate park.

12. No person shall introduce, employ or use any unauthorized equipment, obstacle or apparatus including, but not limited to, ramps or jumps within the skate park.

13. No person shall engage in profanity, reckless or boisterous behavior (including, but not limited to, tandem riding, pushing, horseplay, and bullying) or any other activity that could endanger the safety of participants or spectators at the skate park.

14. All organized events, such as birthday parties and picnics, require a permit as outlined in Chapter 12.24.022 and Chapter 12.24.020(22) of this code.

15. Commercial filming activities require a permit as outlined in Chapter 5.72 of this code.

16. Commercial sales fitting the definition of peddler per Chapter 5.60.020(E) require a peddler's permit and approved location permit as outlined in Chapter 5.60 of this code.

17. All other commercial activities require permission from the Director of Parks Recreation and Public Facilities, which may be provided or withheld at the Director's sole discretion, and may at the Director's sole discretion require approval from City Council.

18. Skateboarding, riding scooters and skating are prohibited when the skating area is wet.

19. No person shall skateboard, ride scooters or skate in the skating area when there is property damage that might pose a danger to participants in the skating area. Property damage should be reported immediately to the Parks and Recreation Department.

20. Skate park hours are as posted. No entry is allowed at other times unless authorized by the City for a special event. Skate park hours will be adopted by City Council Resolution. City staff reserves the right to close the skate park whenever it determines that such closure is necessary for any reason including safety, maintenance, inclement weather, or gross violations of the rules and regulations.

21. The skate park will close in times of rain, thunder, lighting, or other inclement weather and will remain closed until surfaces are dried. If the park closes due to inclement weather within two hours of its published closing time, it will remain closed for the evening.

22. No person shall skateboard, ride scooters or skate at any times other than those established as the skate park hours.

23. Anyone caught in the skate park while closed will be prosecuted for trespassing. Trespassing is a class one misdemeanor punishable by 12 months in jail and/or a fine pursuant to CA Penal Code section 602.

24. The City will develop a system for maintaining records of all known or reported ~~skateboarding and skating~~ injuries in the skate park in accordance with Health & Safety Code ~~§~~Section 115800.

25. Penalties for violation of skate park regulations can be a simple infraction or misdemeanor (criminal) violation, as defined at Carpinteria Municipal Code Chapter 1.08, at the discretion of the city attorney or district attorney. Typically, a person seen violating any regulation will either be advised to cease their activity or be issued a citation to appear in court in accordance with the procedure outlined in Carpinteria Municipal Code Chapter 1.12.

26. Any person who violates this Chapter shall, in addition to any other criminal or civil penalties provided by this Code, be subject to removal from the skate park for up to twenty-four (24) hours, upon the order of any authorized employee or officer of the City. Any person convicted of three or more infractions of this article shall be permanently barred from the use of or entrance to the skate park.

D. The city manager or his/her designee, shall have the authority to develop administrative policies to implement the intent of this chapter. The city council may,

ATTACHMENT B

ORDINANCE NO. 769

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA, CALIFORNIA AMENDING CHAPTER 12.24 AND CHAPTER 10.62 OF THE CARPINTERIA MUNICIPAL CODE TO ADD REGULATIONS PERTAINING TO SKATEBOARD AND SKATE USE AT CARPINTERIA SKATE PARK AND TO AMEND REGULATIONS PERTAINING TO SKATEBOARD, NONMOTORIZED SCOOTER AND SKATE USE CITY-WIDE

WHEREAS, the city of Carpinteria ("City") is opening a publicly operated skate park located at 5781 Carpinteria Avenue, Carpinteria California.

WHEREAS, the City has determined it is necessary to amend existing regulations related to publicly-owned or publicly-operated skateboard facilities, and harmonize such regulations with regulations pertaining to skateboard, non-motorized scooter and skate use city-wide.

WHEREAS, skateboarding, riding nonmotorized scooters, skating and other similar recreational activities on public property, including but not limited to the Carpinteria Skate Park, are "hazardous recreational activities" under state law and create a substantial risk of serious injury or death to participants and spectators. The City of Carpinteria hereby implements State law requirements to absolve itself of liability for injuries incurred by persons participating in or observing these hazardous recreational activities.

WHEREAS, in conformity with Health and Safety Code Section 115800 and California Government Code Section 831.7, the City:

1. Designates the Carpinteria Skate Park, located at 5781 Carpinteria Avenue, a recreational area in which skateboarding, riding nonmotorized scooters, and skating is permitted; and,

2. Shall post notice advising the public that skateboarding, riding nonmotorized scooters, skating, and other similar recreational activities in the designated facility are deemed a hazardous recreational activity to participants and spectators and that the City shall not be liable for injuries incurred by participants or spectators. Any person(s) entering the facility must wear Safety equipment as defined in the City's ordinance and assumes all risk of injury.

NOW THEREFORE, the City Council of the City of Carpinteria does ordain as follows:

SECTION 1. Incorporation of Recitals.

The above recitals are true and correct and are incorporated herein, and are each relied upon independently by the City Council for its adoption of this Ordinance.

SECTION 2. Amendment to Code.

Chapter 10.62, of Title 10 of the Carpinteria Municipal Code is hereby amended to read as follows:

10.62 – Skateboarding, Riding Scooters, and Skating

10.62.010 - Definitions.

As used in this chapter:

A. "Skates" and "skating" refers to a shoe with metal frame that can be fitted to the sole of a shoe, or similar device with wheels attached. This includes roller skates and in-line skates.

B. "Skateboard" and "skateboarding" refers to a deck board or other surface mounted on wheels for the purpose of personal locomotion, sporting activity or similar purpose.

C. "Scooter" or "riding a scooter" refers to a nonmotorized, human-powered wheeled recreational vehicle with a handlebar, deck and wheels that is propelled by a rider pushing off the ground.

10.62.020-Prohibitions.

Except as provided in this chapter, no person shall ride or propel a skateboard, ride or propel a scooter, or engage in skating upon any public street, or upon city sidewalks, parkways, walkways or public ways or easements maintained for purposes of ingress, egress, and passage by the public in the following locations:

A. Linden Avenue between Carpinteria Avenue and the railroad tracks;
B. In public parking facilities, public parking lots, or other public areas which are posted with signs prohibiting skateboarding, riding scooters and/or skating.

10.62.030 - Publicly-owned or publicly-operated skateboard facilities.

For rules and regulations pertaining to publicly-owned or publicly-operated skateboard facilities please refer to Chapter 12.24.101 of this code.

SECTION 3. Addition to Code.

Title 12, "Streets, Sidewalks, and Public Places," of the Carpinteria Municipal Code is hereby amended to read as follows:

12.24.101 Skatepark Rules and Regulations.

A. For the purposes of this section, the following definitions shall apply:

1. "Skates" and "skating" refers to a shoe with metal frame that can be fitted to the sole of a shoe, or similar device with wheels attached. This includes roller skates

and in-line skates, as defined at chapter 10.62.010(A) of this code.

2. "Skateboard" and "skateboarding" refers to a deck board or other surface mounted on wheels for the purpose of personal locomotion, sporting activity or similar purpose, as defined at chapter 10.62.010(B) of this code.

3. "Scooter" refers to a nonmotorized, human-powered wheeled recreational vehicle with a handlebar, deck and wheels that is propelled by a rider pushing off the ground, as defined at chapter 10.62.010(C)

4. "Safety equipment" means, at a minimum, helmets, elbow pads and knee pads suitable to provide protection in the event of falls or collisions. Such equipment must be worn in the Carpinteria Skate Park at all times.

5. "Skate park" means Carpinteria Skate Park, located at 5781 Carpinteria Avenue in Carpinteria, California.

6. "Skating area" means those areas of the skate park designed and intended for use by persons riding skateboards or skates, and which shall be designated by signs.

7. "Special event" means a festival, concert, or other social event that is authorized by a Special Event Permit issued by the City as outlined at chapter 10.68.

B. City staff reserves the right to exempt special event participants from certain rules in this section for the duration of the special event.

C. The skate park is a "public park" and rules and regulations pertaining to "public parks" at chapter 12.24 shall be applicable to the skate park. Use of the skate park is also subject to the following additional rules which are adopted for the reasonable protection to individuals and property:

1. All persons riding skateboards, scooters, or skates within the skate park must wear safety equipment in accordance with the safety equipment manufacturer's recommendations. The safety equipment must be in a serviceable condition. Reasonable notice shall be posted at the skate park to the effect that any person riding or using a skateboard, scooter, or skates in such park must wear a helmet, elbow pads, and knee pads, and that failing to do so is in violation of this Chapter and subject to citation as an infraction under Chapter 1.08 of the Carpinteria Municipal Code.

2. Only nonmotorized skateboards, scooters and skates are allowed in the skate park. Prohibited devices include, but are not limited to, bicycles, and any motorized device whether electric or gas powered.

3. No person shall use, consume or possess food or beverages in the skating area. Only plastic or metal water bottles are allowed in the skate park.

4. No person shall use, or be under the influence of, alcohol, controlled substances,

cannabis, or other mind-altering drugs while using the skate park.

5. No smoking (including vaping), or disposal of any cigarette, cigar, or tobacco-related product is allowed within the skate park.

6. No animals, including dogs or other pets, are allowed in the skate park, unless they are "service animals" as defined under Title II of the Americans with Disabilities Act (ADA) at 28 CFR § 35.136.

7. In addition to the prohibited items listed at chapter 12.24.020(5), no person shall have a dangerous weapon in his or her possession in the skate park. Dangerous weapons shall include but not be limited to guns, knives, bats, clubs, or martial arts weapons.

8. In addition to the prohibitions listed at chapter 12.24.020(4), no person shall apply, or cause to be applied, any vandalism, including but not limited to graffiti, tagging, stickers, or decals to any facilities in the skate park.

9. All persons shall skateboard or skate only in the skating area and shall not skateboard or skate in the parking areas, plaza area, walkways, on tables or benches or on the driveways of the skate park.

10. Skate park age restrictions for users may be established by City Council resolution.

11. No personal amplified music devices are permitted in the skate park.

12. No person shall introduce, employ or use any unauthorized equipment, obstacle or apparatus including, but not limited to, ramps or jumps within the skate park.

13. No person shall engage in profanity, reckless or boisterous behavior (including, but not limited to, tandem riding, pushing, horseplay, and bullying) or any other activity that could endanger the safety of participants or spectators at the skate park.

14. All organized events, such as birthday parties and picnics, require a permit as outlined in Chapter 12.24.022 and Chapter 12.24.020(22) of this code.

15. Commercial filming activities require a permit as outlined in Chapter 5.72 of this code.

16. Commercial sales fitting the definition of peddler per Chapter 5.60.020(E) require a peddler's permit and approved location permit as outlined in Chapter 5.60 of this code.

17. All other commercial activities require permission from the Director of Parks Recreation and Public Facilities, which may be provided or withheld at the Director's sole discretion, and may at the Director's sole discretion require approval from City Council.

18. Skateboarding, riding scooters and skating are prohibited when the skating area is wet.

19. No person shall skateboard, ride scooters or skate in the skating area when there is property damage that might pose a danger to participants in the skating area. Property damage should be reported immediately to the Parks and Recreation Department.

20. Skate park hours are as posted. No entry is allowed at other times unless authorized by the City for a special event. Skate park hours will be adopted by City Council Resolution. City staff reserves the right to close the skate park whenever it determines that such closure is necessary for any reason including safety, maintenance, inclement weather, or gross violations of the rules and regulations.

21. The skate park will close in times of rain, thunder, lighting, or other inclement weather and will remain closed until surfaces are dried. If the park closes due to inclement weather within two hours of its published closing time, it will remain closed for the evening.

22. No person shall skateboard, ride scooters or skate at any times other than those established as the skate park hours.

23. Anyone caught in the skate park while closed will be prosecuted for trespassing. Trespassing is a class one misdemeanor punishable by 12 months in jail and/or a fine pursuant to CA Penal Code section 602.

24. The City will develop a system for maintaining records of all known or reported injuries in the skate park in accordance with Health & Safety Code Section 115800.

25. Penalties for violation of skate park regulations can be a simple infraction or misdemeanor (criminal) violation, as defined at Carpinteria Municipal Code Chapter 1.08, at the discretion of the city attorney or district attorney. Typically, a person seen violating any regulation will either be advised to cease their activity or be issued a citation to appear in court in accordance with the procedure outlined in Carpinteria Municipal Code Chapter 1.12.

26. Any person who violates this Chapter shall, in addition to any other criminal or civil penalties provided by this Code, be subject to removal from the skate park

for up to twenty-four (24) hours, upon the order of any authorized employee or officer of the City. Any person convicted of three or more infractions of this article shall be permanently barred from the use of or entrance to the skate park.

D. The city manager or his/her designee, shall have the authority to develop administrative policies to implement the intent of this chapter. The city council may, from time to time, consider modifications to the administrative policies.

SECTION 4. Records.

The City Manager, or designee, shall maintain a record of all known or reported injuries incurred by a person riding a skateboard, scooter, skates or any other wheeled recreational device in a public skate park or facility. The City shall also maintain a record of all claims, paid and not paid, including any lawsuits and their results, arising from those incidents that were filed against the public agency in accordance with Health and Safety Code section 115800.

SECTION 5. Severability.

These Chapters and the various sections thereof are severable. Should any part of this ordinance be declared by a court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council hereby declared that it would have passed and adopted this Ordinance, and each and every provision hereof, irrespective of the fact that one or more provisions may be declared invalid.

SECTION 6. Effective Date.

This ordinance shall take effect and be in force thirty (30) days from and after its passage; and before the expiration of fifteen (15) days of its passage shall be published once with the names of the City Council voting for and against the same in a newspaper of general circulation, published in the City of Carpinteria.

PASSED, APPROVE AND ADOPTED this 25th day of September, 2023 by the following called 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 Ordinance was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of Carpinteria held the 25th day of September, 2023

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

APPROVED AS TO FORM:

_____
Jena S. Acos, on behalf of Brownstein
Hyatt Farber Schreck, LLP acting as
City Attorney for the City of Carpinteria

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
September 25, 2023

ITEM FOR COUNCIL CONSIDERATION

Authorization to issue a Notice Inviting Bids for the 2022 Pavement Rehabilitation Project (Project No. 15132).

STAFF RECOMMENDATION

Authorize the Public Works Director to advertise the Notice Inviting Bids for the 2022 Pavement Rehabilitation Project (Project No. 15132).

Sample Motion: I move to authorize the Public Works Director to advertise the Notice Inviting Bids for the 2022 Pavement Rehabilitation Project (Project No. 15132).

BACKGROUND

On May 27, 2022, staff presented a street selection list of the 2022 Pavement Rehabilitation Project to the Public Facility Site Acquisition/Development Committee for recommendation to the City Council, and the Committee concurred with the street selection list. The general scope of work of the project would include pavement rehabilitation, pedestrian facility upgrades (e.g. curb ramps and sidewalks) as needed for compliance with the Americans with Disabilities Act, and drainage improvements. The project will also incorporate technologies and material recycling techniques that lower greenhouse gas emissions and reduce the cost of pavement maintenance through material choice and construction method.

On September 12, 2022, the City Council authorized the City Manager to execute an Agreement with Cannon Corporation to provide consulting design services for the 2022 Pavement Rehabilitation Project that incorporated said street selection list. On January 23, 2023, the City Council authorized the City Manager to execute Amendment No. 1 to the Agreement with Cannon Corporation to provide additional consulting design services for incorporating the streets of Fourth Street, Kathy Street, Lisa Street, and Myra Street. On July 24, 2023, the City Council authorized the City Manager to execute Amendment No. 2 to the Agreement with Cannon Corporation to provide additional consulting design services for minor storm drain improvements to be incorporated with this project at the Vallecito Road and Star Pine Road intersection.

The following list is the proposed streets for the 2022 Pavement Rehabilitation Project:

Street Selection List

Street Name	Block	Begin Limit	End Limit
Byrnes Lane	1200	End	Cameo Road
Callejon Drive	5500	Concha Loma Drive	End
Cameo Road	5500	La Brea Lane	Casitas Pass Road
Dorrance Way	4700	Ash Avenue	Holly Avenue Intersection
Dorrance Way	4700 to 4800	Holly Avenue Intersection	Elm Avenue
Dorrance Way	4900	Elm Avenue	Linden Avenue
El Carro Lane	4500 to 4600	Santa Ynez Avenue	Azalea Drive Intersection
El Carro Lane	4700	Azalea Drive Intersection	Sterling Avenue
Fourth Street[1]	4500 to 4700	Holly Avenue	End
Kathy Street	1500	Dariesa Street	End
Lisa Street	1500	Dariesa Street	End
Myra Street	1500	Dariesa Street	End
Retorno Drive	5500	Concha Loma Drive	South end
Star Pine Road[2]	5300	East end	Vallecito Road
Vallecito Road	1000 to 1100	North end	Carpinteria Avenue

[1] Colored mountable curb only for consistency with Third Street and Dorrance Way.

[2] Pavement rehabilitation and Vallecito Road and Star Pine Road intersection minor storm drain improvements.

Design of all of said streets as well as the minor storm drain improvements for the Vallecito Road and Star Pine Road intersection is complete, and the bid documents will be ready to be issued. The purpose of this agenda matter is for the City Council to authorize the Public Works Director to advertise the Notice Inviting Bids for the 2022 Pavement Rehabilitation Project.

DISCUSSION

The estimated construction schedule is as follows:

Open Bids	November 2023
Award Contract	December 2023
Construction	January 2024

POLICY CONSISTENCY

The recommendation is consistent with the many goals, objectives, and policies in the Circulation Element of the General Plan and Local Coastal Land Use Plan including establishing and maintaining a roadway system capable of providing for the safe and efficient movement of goods and people through the community.

FINANCIAL CONSIDERATIONS

There is no cost in approving the recommendation. The project anticipates a combination of revenue sources including Measure A, Measure X, and Senate Bill 1 [Road Maintenance & Repair Account (RMRA)]. Once the bids are received and analyzed by staff, a recommendation will be presented to the City Council at a future date.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

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

OPTIONS

1. Authorize the Public Works Director to advertise the Notice Inviting Bids for the 2022 Pavement Rehabilitation Project (Project No. 15132). (Staff recommendation)
2. The City Council could choose to not approve the recommendation and direct staff as determined appropriate; however, non-action would delay the project.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

ATTACHMENTS

Attachment A: Location Map

Staff contact:
John L. Ilasin, Public Works Director
(805) 880-3402 ; johni@carpinteriaca.gov

Signature

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

Signature

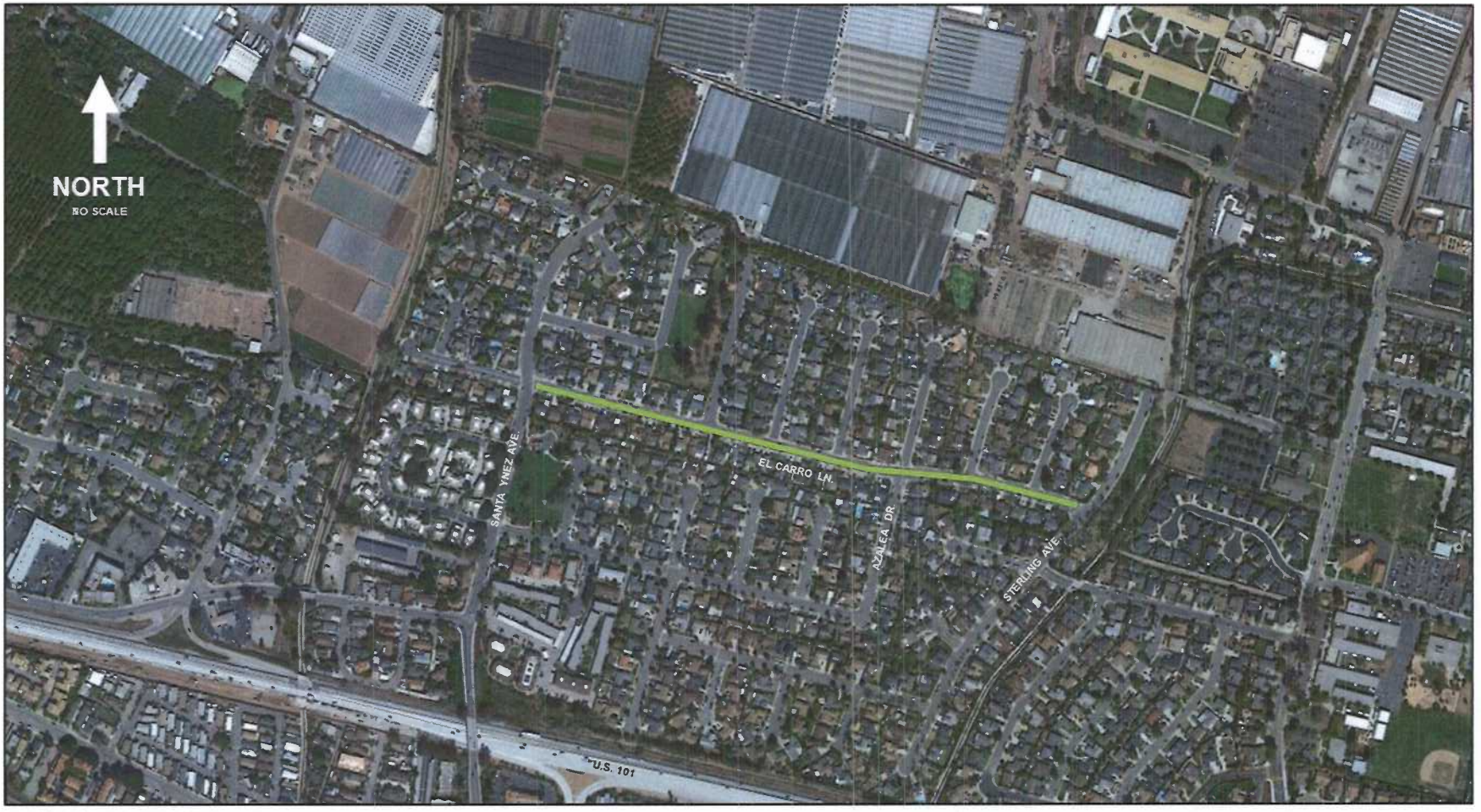
ATTACHMENT A

Location Map

SOURCE: GOOGLE. 2022

LEGEND

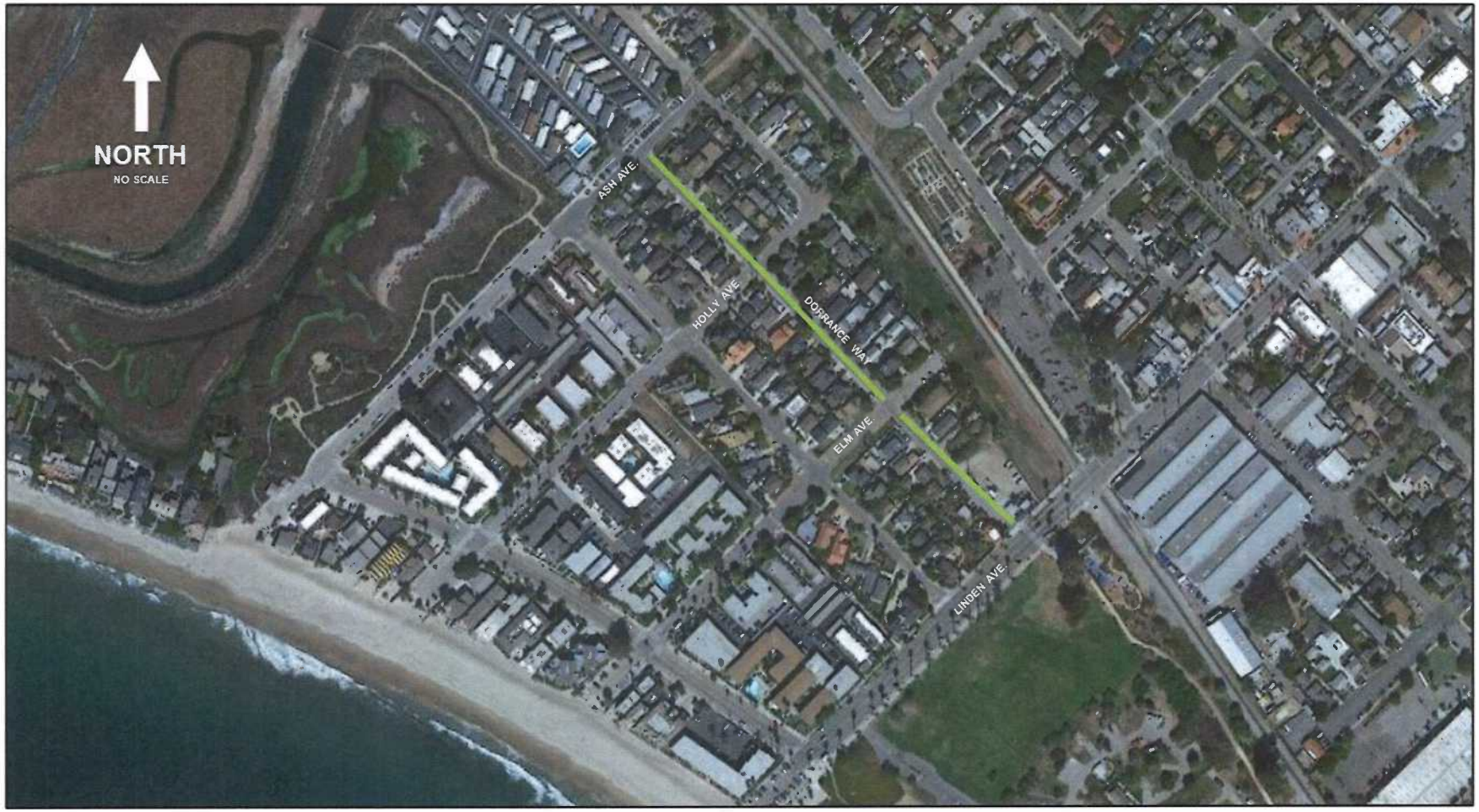
Proposed Street



SOURCE: GOOGLE. 2022

LEGEND

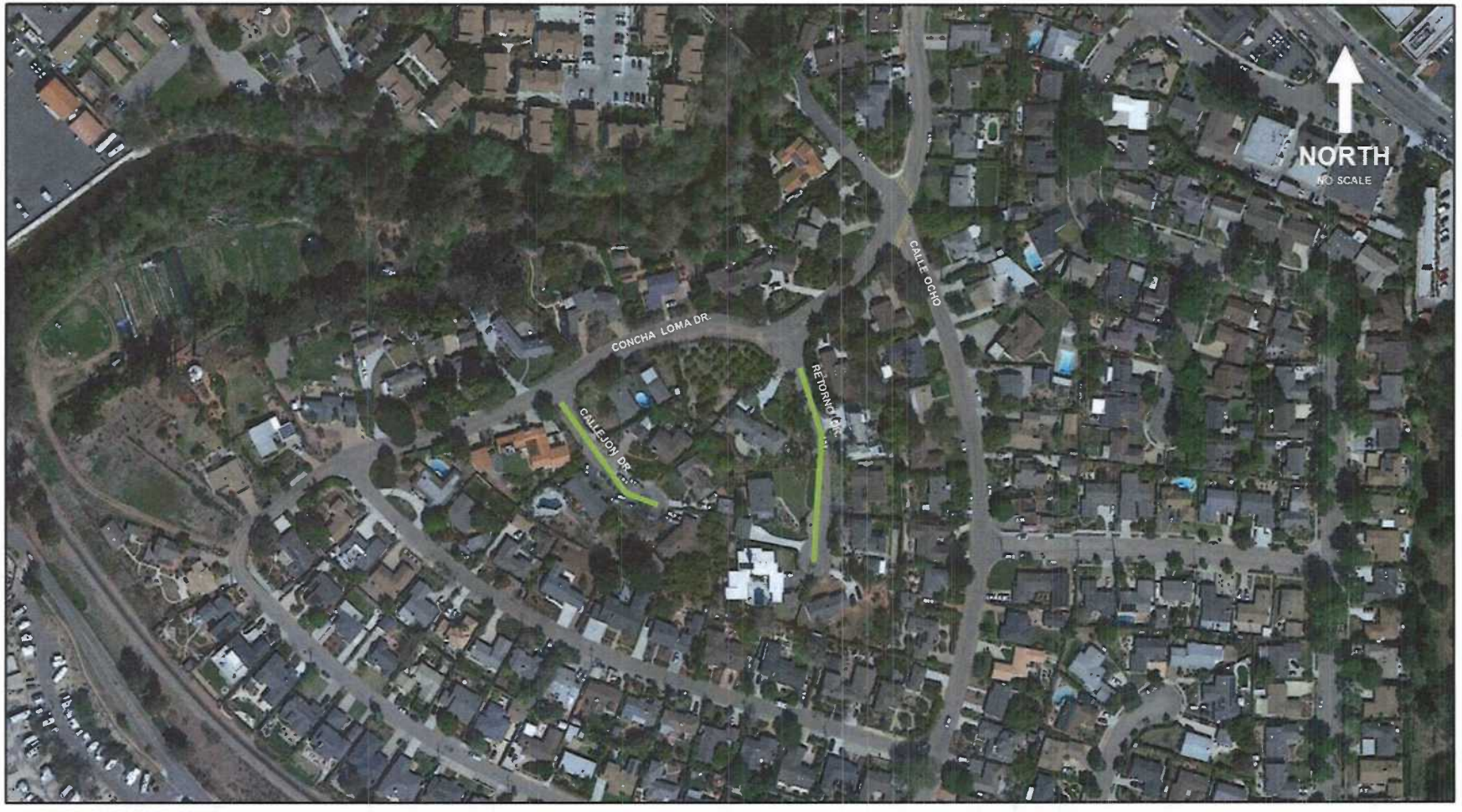
Proposed Street



SOURCE: GOOGLE. 2022

LEGEND

Proposed Street



SOURCE: GOOGLE. 2022

LEGEND

Proposed Street

SOURCE: GOOGLE. 2023

LEGEND

Proposed Street

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
September 25, 2023

ITEM FOR COUNCIL CONSIDERATION

Authorization for the City Manager to execute the proposed lease agreement between the City of Carpinteria and the Friends of the Carpinteria Public Library (FOL) concerning the City owned property at 5103 Carpinteria Avenue, also known as the Seaside Building.

STAFF RECOMMENDATION

Authorize the City Manager to approve and execute the proposed new lease between the City of Carpinteria and the Friends of the Carpinteria Public Library (FOL) concerning the City Owned property at 5103 Carpinteria Avenue, also known as Seaside Building.

Sample Motion: I move to approve the proposed lease between the City of Carpinteria and the Friends of the Carpinteria Public Library and authorize the City Manager to execute it. *(Requires a roll call vote.)*

BACKGROUND

The City acquired and renovated the Seaside building in 2009. The building is named after the Seaside Oil Company that used it as an administrative office in the 1930's. An original decorative plaster relief of the Seaside Oil Company logo remains on the street-facing gable end of the building today.

After the renovation was completed, the City considered various uses and tenancy for the building, ultimately approving a lease with the FOL. Attachment A to this Report is the current lease.

The FOL is a non-profit organization that operates for the sole purpose of providing direct support to the Carpinteria Library. The organization operates a used book store to generate revenue that is donated to the City for Library operations and a representative of FOL serves as a liaison to the City's Library Advisory Commission. The used book store has proven to be a reliable revenue generator as

the FOL contributions to the Carpinteria Community Library operations has been significant.

The current lease obligates the City to pay for all costs associated with the building's maintenance and operations, e.g., utilities and janitorial services. The current lease charges a reduced monthly rent of $1,321.37 ($15,856 annual) approved by the Council that covers only the City's direct expenses for the building (excluding long-term maintenance/ replacement costs or overhead).

In July of 2022, the City assumed responsibility for the operation of the Carpinteria Community Library, including staffing and all other expenses.

On February 14, 2023, the FOL sent a letter to City Council requesting that the lease be renegotiated (Attachment B). The letter further requested that the monthly rental be reduced to $1 per year, while pledging to commit a minimum annual contribution of $50,000 to the Carpinteria Community Library.

The proposal was considered by the City Council Public Facility Site Acquisition/ Development Committee at its meeting of March 23, 2023. The Committee recommended that the matter be forwarded to the City Council to consider initiation of the amendment as requested.

On May 8, 2023 the City Council directed staff to open lease negotiations in response to the request received by the FOL, to establish a new lease between the City and FOL for its operation of a used bookstore at the Seaside Building.

DISCUSSION

In response to the request received by the FOL on February 14, 2023, and following City Council direction to prepare a lease consistent with the FOL request on May 8, 2023, City staff initiated the lease negotiations.

The proposed lease (Attachment C) was developed by City staff and City Attorney's Office. Below is a list of the key bullet points of the agreement, that reflect the main components that the FOL requested through their February 14, 2023 letter.

- A 5 year term
- A $1/year lease rate
- A minimum funding contribution of $50,000 to the Carpinteria Community Library that pays for materials and programming (not building maintenance)
- A quarterly payment-schedule

The FOL Board of Directors reviewed the proposed lease and provided their approval on September 19, 2023.

POLICY CONSISTENCY

The City and the FOL have successfully partnered to support the operation of the Carpinteria Community Library. Initiating a new lease in response to the FOL request is consistent with the City's interest in maintaining this successful partnership.

FINANCIAL CONSIDERATIONS

The proposed lease allows the FOL to pay a nominal rent of $1 annually while requiring a minimal annual contribution of $50,000 to the City for Library operations. The annual contributions will be used toward library programs and materials only. Should the proposed lease be approved, the City will continue to incur operating costs for the Seaside Building but will no longer receive lease revenue to partially offset those costs.

The FOL last rent payment took place on May 2023. The City will provide the corresponding rent invoice to cover the period June – September 2023, if City Council decides to approve the proposed lease agreement.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The proposed new lease has undergone review by the City Attorney's Office.

OPTIONS

1. Authorize the City Manager to approve and execute the proposed lease agreement. (Staff recommendation)
2. The City Council could choose to not approve the recommendation and direct staff as determined appropriate.

PRINCIPAL PARTIES EXPECTED AT MEETING

Representatives of the Friends of the Carpinteria Public Library.

ATTACHMENTS

Attachment A: Current lease agreement between the City of Carpinteria and Friends of the Carpinteria Public Library
Attachment B: Letter from the Friends, February 14, 2023
Attachment C: Proposed new lease agreement between the City of Carpinteria and Friends of the Carpinteria Public Library

Staff Contact: Aida Thau, Management Analyst II
(805) 755-4432, aidat@carpinteriaca.gov

Signature

Reviewed by: Michael Ramirez, Assistant City Manager
(805) 755-4450, michaelr@carpinteriaca.gov

Signature

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

Signature

Attachment A

Previous lease agreement between the City of Carpinteria and Friends of the Carpinteria Public Library

3016-011

BUILDING LEASE BY AND BETWEEN
THE CITY OF CARPINTERIA
AND
FRIENDS OF THE CARPINTERIA PUBLIC LIBRARY

This BUILDING LEASE ("**Lease**") is made and entered into as of this 7 day of June, 2016, by and between the City of Carpinteria, a municipal corporation located in the County of Santa Barbara, State of California ("**Landlord**" and sometimes "**City**"), and Friends of the Carpinteria Public Library, a non-profit California corporation ("**Tenant**") with reference to the following facts and intentions:

RECITALS:

A. **WHEREAS**, Landlord is the owner of record of the real property and improvements located at 5103 Carpinteria Avenue, Carpinteria California 93013 and identified as APN # 004-047-001 ("**the Property**"); and

B. **WHEREAS**, Tenant is in need of a place to conduct its business operations within the City of Carpinteria; and

C. **WHEREAS**, on an interim basis Landlord desires to lease to Tenant and Tenant desires to lease from the Landlord a portion of the Property ("**the Premises**"), as hereinafter more fully described, on the terms and conditions in this Lease; and

D. **WHEREAS**, Landlord and Tenant have entered into previous leases of the Premises and now desire to enter into a new lease agreement and further intend that this Lease shall supersede and replace all prior lease agreements.

NOW, THEREFORE, IN CONSIDERATION OF THE TERMS, COVENANTS AND CONDITIONS CONTAINED HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, LANDLORD AND TENANT HEREBY AGREE AS FOLLOWS:

1. **SUBJECT OF LEASE**

1.1 **The Premises.** Landlord hereby leases, transfers and demises to Tenant and Tenant hereby leases and takes from Landlord the Premises, which constitute approximately one thousand eighty seven (1,087) square feet of inside rentable space, or approximately ninety-four (94%) of the total square footage of inside rentable space in the Property, as shown on the floor plan of the Property attached as Exhibit "A", on the terms and upon the agreements, covenants and conditions set forth in this Lease.

1.2 **Common Areas**. In addition to Tenant's rights to use and occupy the Premises as specified herein, Tenant shall have non-exclusive rights to occupy Common Areas (as hereinafter defined), but shall not have any rights to the roof or exterior walls of the building(s) on the Property, subject to the terms and upon the agreements, covenants and conditions set forth in this Lease.

1.2.1 **Common Areas – Definition**. The term "Common Areas" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Property that are provided and designated by the Landlord from time to time for the general non-exclusive use of Landlord, Tenant and other tenants of the Property and their respective

employees, suppliers, shippers, customers, contractors and invitees, including restroom facilities, parking areas, loading and unloading areas, trash areas, walkways, driveways and landscaped areas. The Common Areas include, but are not limited to, the interior restroom of approximately seventy-two (72) square feet and storage space in the Janitor's Closet within the Premises.

1.2.2 **Common Areas – Tenant's Rights.** Landlord grants to Tenant, for the benefit of Tenant and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Landlord under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Tenant shall obtain prior written consent from Landlord to store any property, temporarily or permanently, in the Common Areas. In the event that any unauthorized storage shall occur then Landlord shall have the right, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Tenant, which cost shall be payable upon demand by Landlord.

1.2.3 **Rules and Regulations.** Landlord shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations (**"Rules and Regulations"**) for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Premises and the Property and their invitees. Tenant agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Landlord shall not be responsible to Tenant for the non-compliance with said Rules and Regulations by other tenants of the Property.

1.2.4 **Common Areas – Changes.** Landlord shall have the right, in Landlord's sole discretion, from time to time: (a) to make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways; (b) to close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available; (c) to add additional buildings and improvements to the Common Areas; (d) to use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and (f) to do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Landlord may, in the exercise of sound business judgment, deem to be appropriate.

1.3 **Parties to the Lease.**

1.3.1 **Landlord.** Landlord is the City of Carpinteria, a municipal corporation located in the County of Santa Barbara, California.

1.3.2 **Tenant.** Tenant is Friends of the Carpinteria Public Library, a non-profit California corporation located in the County of Santa Barbara, California.

2. POSSESSION OF THE PREMISES

2.1 **As-Is Condition.** The Premises will be delivered to Tenant in its "as is" condition on the date of Tenant's Acceptance as defined in paragraph 2.2 below.

2.2 **Acceptance of the Premises.** Except as may be otherwise provided herein, Tenant shall, by entering into and occupying the Premises or using any portion of the Premises, be deemed to have accepted the Premises and to have acknowledged that the same is then in the condition called for by this Lease.

2.3 **Quiet Enjoyment.** Except as expressly provided under this Lease, Tenant, upon performing and complying with all covenants, agreements, warranties, terms and conditions of this Lease to be performed, or complied with by Tenant, shall lawfully and quietly hold, occupy and enjoy the exclusive use of the Premises during the Term (as defined in Article 3) of this Lease.

2.4 **Surrender of the Premises.** Upon the expiration or termination of the Term of this Lease, Tenant shall peaceably and quietly leave and surrender the Premises to Landlord, broom clean and in good order, condition and repair, reasonable wear and tear excepted.

3. TERM

3.1 **Duration and Commencement.** The initial term ("**Initial Term**") of this Lease shall commence on July 1, 2016 and continue through June 30, 2021.

3.2 **Request for Extension.**

3.2.1 Landlord and Tenant agree that Tenant may request an extension of the Initial Term of this Lease subject to all the provisions herein contained for consecutive one (1) year periods (the "**Extended Term**") following the expiration of the Initial Term, provided Tenant shall give written notice of said request to Landlord not less than three (3) months prior to the expiration of the Term, and provided further that Landlord may agree to such Extended Term in its sole discretion.

3.2.2 Tenant expressly acknowledges and agrees that Landlord is renting the Premises to Tenant on an interim basis while Landlord determines a long term use for the Property and that Landlord may deny a request for extension under this Section 3.2 if, among other reasons, Landlord elects to use the Premises and/or the Property for itself or any of the public bodies and agencies related to the City. Tenant further agrees to cooperate with Landlord to the fullest extent possible, in Landlord's efforts to secure a long term use for the Property.

3.2.3 Tenant's right to request an extension is subject to the following conditions precedent:

(i) The Lease shall be in effect at the time notice of exercise is given and on the last day of the Term; and

(ii) Tenant shall not be in default of any of the terms, conditions, covenants, warranties, agreements or restrictions provided under this Lease or any other discretionary Landlord approvals at the time notice of exercise is given or on the last day of the Term; and

(iii) The Premises shall be in good operating condition with no material deferred internal or external maintenance other than normal wear and tear and subject to normal and customary replacements and repairs; and

(iv) Tenant shall not be in violation of any ordinance or regulation of the City at time the notice of exercise is given or on the last day of the Term.

4. **RENT**

Tenant shall pay, without demand or delay, abatement, deduction, or offset, the Rent in such amounts as provided herein.

4.1 **Security Deposit.** Concurrently with the execution of this Lease, Tenant shall deposit with Landlord a Security Deposit in the amount of one thousand four hundred dollars ($1,400.00), and thereafter, during the continuance of this Lease, shall maintain the Security Deposit with Landlord. The Security Deposit shall be security for the full, prompt and faithful performance by Tenant of all of its obligations hereunder. Landlord shall have the right, but not the obligation, to apply the Security Deposit or any part thereof toward the cost and expense (including Landlord's attorneys' and other professional fees, if any) of curing any default on the part of Tenant; in which event, Tenant shall restore the Security Deposit to its original amount within thirty (30) days after receipt of Landlord's written request to do so. A failure to restore the Security Deposit shall be a material breach of this Lease. Upon expiration or termination of this Lease and vacation of the Premises in the manner required by this Lease, the Security Deposit, or portion thereof remaining unapplied after the curing of every default by Tenant shall be returned to Tenant. No interest shall be payable to Tenant on account of the Security Deposit.

4.2 **Monthly Rent.** Tenant shall pay to Landlord as rental for the use and occupancy of the Premises, one thousand sixty eight dollars ($1,068.00) per month during the Initial Term, in lawful money of the United States ("**Monthly Rent**"). The rent shall be due on the first day of each calendar month.

If Landlord agrees to any one year Extended Terms, then upon the expiration of the Initial Term and upon expiration of each Extended Term, the rental rate of one thousand sixty eight dollars ($1,068.00) per month shall be adjusted according to any increase in the Consumer Price Index of the United States Department of Labor, Bureau of Labor Statistics for All Urban Consumers, All Items ("**CPI**") for LA-Riverside-Orange County, California Series Id: CUURA421SA0 (not seasonally adjusted).

The Beginning Index for computing the adjustment for the Extended Term is the March 2016 CPI – 247.873. For any agreed to extension, the monthly rent for the following year until the next rent adjustment will be set by multiplying $1,068.00 by a fraction, the numerator of which is the most recently published March Index and the denominator of which is the Beginning Index (247.873). Provided, however, that in no event shall any adjusted rent be less than the rent for the month immediately preceding the adjustment. If the CPI is no longer published, then the adjustment to Base Rent shall be based on an alternate index that most closely reflects the CPI.

4.3 **Payment.** All payments required to be made by Tenant under this Lease shall be made without any setoff, deduction or counterclaim whatsoever and shall be made by check, payable to the "City of Carpinteria" and delivered to the City at 5775 Carpinteria Ave., Carpinteria, California 93013 Attn: City Manager or any other location as the City may designate.

4.4 **Late Charges; Lease Termination.** Any Rent not paid to Landlord within ten (10) days of the due date under this Lease shall be subject to a late fee of ten percent (10%) of the amount then owing. The parties understand and agree that the late fee is a fair and reasonable estimate of the cost of the late payment to Landlord.

Notwithstanding the above, the parties also understand and agree that persistent and chronic late payments are disruptive and costly to Landlord, requiring Landlord to devote additional time, money, resources and energy to the administration of this Lease, all of which can not be sufficiently reimbursed to Landlord by way of Tenant's payment of the late fee. Therefore, Tenant's failure to pay any Rent for three (3) consecutive periods, or four (4) periods during any twelve (12) month period, shall be deemed a material and incurable default under this Lease, giving rise to Landlord's right, in its sole discretion, to terminate this Lease upon thirty (30) days notice. Landlord's decision not to exercise this remedy at any time during the Term of this Lease shall not act to waive Landlord's right to exercise such remedy at a future date during the Term.

4.5 **Utility and Services.** Tenant shall contract and pay for all telephone and cable services to the Premises which shall all be billed directly to Tenant. Landlord shall contract and pay for electric, water, sanitary, trash, janitorial and gas services to the Premises which shall all be directly billed to and paid by Landlord.

4.6 **Taxes, Assessments and Charges.** Tenant covenants to pay when due, its pro rata share of all applicable taxes, assessments (including, without limitation, all assessments for public improvements or benefits, whether or not commenced or completed prior to the date hereof and whether or not to be completed within the term hereof), rates and charges, excises, levies, license fees, permit fees, inspection fees and other authorization fees and other charges, in each case, whether general or special, ordinary or extraordinary, foreseen or unforeseen, of every type of character (including all interest and penalties thereon), which at any time during or in respect of the term hereof may be assessed, levied, confirmed or imposed on, or in respect of, or be measured by, or become a lien upon Landlord, the Property, this Lease or any part thereof, or any estate, or right or interest therein.

4.7 **Notice of Possessory Interest; Payment of.** In accordance with California Revenue and Taxation Code Section 107.6(a) this Lease may create a possessory interest that is subject to taxation. If such interest is created, Tenant may be subject to the payment of property taxes levied on said possessory interest. Tenant agrees to pay these amounts as Additional Rent in the same manner and on the same schedule as the Monthly Rent.

5. USE OF THE PREMISES

5.1 **Permitted Use.** The Premises shall be used only for the purpose of conducting Tenant's business of selling used and new books and the operation of Tenant's related business and nonprofit activities. Tenant shall operate the business and conduct activities therein in a prudent and businesslike manner and in full compliance with all terms and conditions of this Lease.

5.2 **Prohibited Uses.** Tenant shall not use, or allow use of, the Premises for any activity other than as set forth in paragraph 5.1 without the prior written consent of Landlord. Tenant's uncured breach of the above shall be deemed a material default under the terms of this Lease giving rise to Landlord's right, in its sole discretion, to terminate this Lease.

5.3 **Compliance with Rules and Regulations.** Tenant agrees to comply with all rules and regulations of City that are at any time posted on the Premises or delivered to Tenant.

5.4 **Compliance with Laws.** Tenant shall not occupy or use the Premises, or permit the Premises to be used or occupied, nor do or permit anything to be done in or on the Premises, in whole or in part, for other than legal purposes, or for a purpose or in a manner liable to create a public or private nuisance or to cause structural injury to the Premises or any part thereof, or which may make it difficult, impossible or cost prohibitive to obtain fire or other insurance thereon required to be furnished by Tenant hereunder, or in violation of any certificate of occupancy or evidence of compliance issued by any governmental agency covering or affecting the use of the Property, or in violation of any ordinance or regulation of the City. Tenant's uncured breach of the above shall be deemed a material default under the terms of this Lease giving rise to Landlord's right, in its sole discretion, to terminate this Lease.

5.5 **Alterations; Improvements.** Tenant shall not, without the Landlord's prior written consent, make any alterations, improvements or additions in or about the Premises. As a condition to giving any such consent, the Landlord may require the Tenant to remove any such alterations, improvements, or additions at the expiration of the term and to restore the premises to their prior condition by giving Tenant forty-five (45) days written notice prior to the expiration of the term. Unless the Landlord requires their removal as set forth above, all alterations, improvements or additions which are made on the Premises by the Tenant shall become the property of the Landlord and remain upon and be surrendered with the Premises at the expiration of the term. Any damage to the Premises caused by said removal shall be repaired at Tenant's sole cost.

6. LIENS

6.1 **Lien Indemnification.** Tenant shall at all times indemnify, save and hold Landlord, the Premises and the Property, free, clear and harmless from any claims, liens, demands, charges, encumbrances or litigation arising directly or indirectly out of any use, occupancy or activity of Tenant, or out of any work performed, material furnished, or obligations incurred by Tenant, in, upon, about or otherwise in connection with the Premises and shall pay or cause to be paid for all work performed and material furnished to the Premises which will or may result in a lien on the Property, and will keep the Property free and clear of all mechanic's liens and materialmen's liens (including the posting of an appropriate bond which shall release the lien).

7. INDEMNIFICATION, BUSINESS INTERRUPTION AND INSURANCE

7.1 **General Indemnification.** Tenant hereby indemnifies, holds harmless and agrees to defend Landlord from and against all claims, damages, expenses (including, without limitation, reasonable attorneys' fees and reasonable investigative and discovery costs), liabilities and judgments on account of injury to persons, loss of life, or damage to property occurring on the Premises and Property and caused by the alleged active or passive negligence or willful misconduct of Tenant, its agents, servants or employees. Tenant's obligations with respect to indemnification hereunder shall remain effective, notwithstanding the expiration or termination of this Lease, as to claims arising or accruing prior to the expiration or termination of this Lease.

7.2 **Business Interruption.** Tenant agrees that no claims for damages, loss of business, or loss of income either direct or indirect shall be made against Landlord as a result of improvements to the Premises or Common Areas.

7.3 **Liability Insurance Coverage and Limits.** Throughout the Term of this Lease, and the Extended Term, if applicable, Tenant agrees to maintain, and/or cause to be maintained, at no cost to Landlord, liability insurance insuring its interests against claims for personal injury, bodily injury, death and property damage occurring on, in or about the Premises and the ways immediately adjoining the Premises, with a "Combined Single Limit" (covering personal injury liability, bodily injury liability and property damage liability) of not less than One Million Dollars ($1,000,000.00). Landlord and its officials, employees and agents shall be covered and named as additional insureds with respect to liability arising from activities performed by or on behalf of Tenant. The insurance limits in this section shall be subject to increase from time to time by such amounts as Landlord and Tenant may reasonably agree is necessary or desirable, as may be evidenced by the practice of similarly situated properties. Tenant shall provide Landlord with written evidence that such insurance is in force prior to the commencement date of this lease.

7.4 **Property Casualty Insurance.** Throughout the Term of the Lease, and the Extended Term, if applicable, Landlord shall cause the Premises to be insured against loss or damage by fire and the perils commonly covered under the standard extended coverage endorsement.

7.5 **Personal Property Insurance.** Tenant shall obtain and maintain insurance coverage on all of Tenant's personal property, along with any trade fixtures, and Tenant-owned alterations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed $1,000 per occurrence. The proceeds from any such insurance shall be used by Tenant for the replacement of personal property, trade fixtures, and Tenant-owned alterations. Landlord shall be named as an additional insured. Tenant shall provide Landlord with written evidence that such insurance is in force prior to the commencement date of this lease.

7.6 **Damages for Failure to Provide Insurance.** This Section is applicable only in the event that Tenant is not in compliance with the requirements to maintain insurance as set forth in this Article 7. Landlord shall not be limited in the proof of any damages which Landlord may claim against Tenant arising out of or by reason of Tenant's failure to provide and keep in force insurance as aforesaid, to the amount of the insurance premium or premiums not paid or incurred by Tenant and which would have been payable upon such insurance, but Landlord shall also be entitled to recover as damages for such breach the uninsured amount of any loss (to the extent of any deficiency in the insurance required by the provisions of this Lease), damages, costs and expenses of suit, including attorneys' fees, suffered or incurred by reason of damage to, or destruction of, the Premises or Property, occurring during any period in which Tenant shall have failed or neglected to provide insurance as aforesaid. Tenant's uncured breach of the above shall be deemed a material default under the terms of this Lease giving rise to Landlord's right, in its sole discretion, to terminate this Lease.

7.7 **Landlord Discretion to Insure.** Landlord, in its sole discretion, throughout the Term of this Lease, shall have the right to obtain a commercial comprehensive general liability insurance policy on the Property or alternatively, may self-insure the Property.

8. DAMAGE OR DESTRUCTION

8.1 **Reconstruction and/or Removal.** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Landlord shall have the right to restore the Premises by repair or rebuilding. If Landlord elects to repair or rebuild, and is able to complete such restoration within ninety (90) days from the date of damage, subject to the

terms of this paragraph, this Lease shall remain in full force and effect. If Landlord is unable to restore the Premises within this time, or if Landlord elects not to restore, then either Landlord or Tenant may terminate this Lease by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current Rent prorated on a thirty (30) day basis. If this Lease is not terminated, and the damage is not repaired, the Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guest, only Landlord shall have the right of termination, and no reduction in Rent shall be made.

9. ASSIGNMENT AND SUBLETTING

9.1 **Prior Written Consent.** Tenant may not assign or sublet all or any portion of its interest in this Lease without Landlord's prior written consent, which may not be unreasonably withheld by Landlord.

9.2 **Assignment of Landlord's Interest in Lease or the Leased Premises.** Landlord may convey, transfer, sell, assign or otherwise transfer the Property, this Lease, all or a portion of its interest thereunder, and/or all or a portion of the payments that are payable to it by Tenant pursuant to this Lease. Tenant hereby consents and agrees to any such transfer which Landlord considers necessary or proper, regardless of the reason or reasons for which Landlord makes such transfer and regardless of the entity that is the Transferee thereunder.

10. PERFORMANCE OF TENANT'S COVENANTS

10.1 **Right of Performance.** If Tenant shall at any time fail to pay any tax, assessment, fee or other charge in accordance with this Lease, within the time period therein permitted or shall fail to pay for or maintain any of the insurance policies provided for in this Lease, within the time therein permitted, or fail to make any other payment or perform any other act on its part to be made or performed hereunder, within the time permitted by this Lease, then Landlord, after ten (10) days' written notice as to payments of Rent with other charges and thirty (30) days' written notice as to other breaches, given to Tenant (or, in case of an emergency, on such notice, or without notice, as may be reasonable under the circumstances) and without waiving or releasing Tenant from any obligation of Tenant hereunder, may (but shall not be required to):

10.1.1 Pay such tax, assessment, fee or other charge payable by Tenant, or

10.1.2 Pay for and maintain such insurance policies provided for, or

10.1.3 Make such other payment or perform such other act on Tenant's part to be made or performed as in this Lease provided.

10.2 **Reimbursement and Damages.** All sums so paid by Landlord and all costs and expenses incurred by Landlord in connection with the performance of any such act, together with interest thereon, shall constitute an obligation payable by Tenant under this Lease and shall be paid by Tenant to Landlord on demand. A failure by Tenant to make such a payment shall be a material breach of this Lease. Landlord shall not be limited in the proof of any damages which Landlord may claim against Tenant arising out of or by reason of Tenant's failure to provide and keep in force insurance as aforesaid, to the amount of the insurance premium or premiums not paid or incurred by Tenant and which would have been payable upon such insurance, but Landlord shall also be entitled to recover as damages for such breach, the uninsured amount of any loss (to the

extent of any deficiency in the insurance required by the provisions of this Lease), damages, costs and expenses of suit, including attorneys' fees, suffered or incurred by reason of damage to, or destruction of, the Premises, occurring during any period in which Tenant shall have failed or neglected to provide insurance as aforesaid.

11. HAZARDOUS MATERIALS

11.1 **Landlord's Representations and Warranties.** Except as identified by Landlord in writing to Tenant as known environmental conditions prior to the execution of this Lease, Landlord makes no representation or warranty regarding the condition of the Premises or Property.

11.2 **No Use of Hazardous Materials on the Premises.** Tenant covenants and agrees that it shall not, and that it shall not permit any licensee to, treat, use, store, dispose, release, handle or otherwise manage Hazardous Materials on the Premises except in connection with any construction, operation, maintenance or repair of the Premises or in the ordinary course of its business, and that such conduct shall be done in compliance with all applicable federal, state and local laws. Tenant's violation of the foregoing prohibition shall constitute a material breach hereunder and Tenant shall indemnify, hold harmless and defend the Landlord for such violation as provided below.

11.3 **Notice and Remediation by Tenant.** Tenant shall, within five (5) days of such occurrence or immediately in cases of imminent threat of injury to life or property, notify Landlord of any significant release of any Hazardous Materials, and/or any notices, demands, claims or orders received by Tenant from any governmental agency pertaining to Hazardous Materials which may affect the Property. Tenant's breach of the above shall be deemed a material default under the terms of this Lease giving rise to Landlord's right, in its sole discretion, to terminate this Lease.

11.4 **Environmental Indemnity by Tenant.** Tenant hereby agrees to hold harmless, defend and indemnify Landlord and its employees, members and officials from and against all liability, loss, damage, costs, penalties, fines and/or expenses (including attorney's fees and court costs) arising out of or in any way connected with (a) Tenant's breach or violation of any covenant, prohibition or warranty in this Lease concerning Hazardous Materials, or (b) the activities, acts or omissions of Tenant, its employees, contractors or agents on or affecting the Premises from and after the Possession Date, including but not limited to the release of any Hazardous Materials or other kinds of contamination or pollutants of any kind into the air, soil, groundwater or surface water on, in, under or from the Premises whether such condition, liability, loss, damage, cost, penalty, fine and/or expense shall accrue or be discovered before or after the termination of this Lease. This indemnification supplements and in no way limits the scope of the indemnification set forth in Article 7.

11.5 **Release by Tenant.** Tenant waives, releases, acquits and forever discharges Landlord and its employees, members and officials or any other person acting on behalf of Landlord, of and from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses, or compensation (collectively "Claims") whatsoever including, but not limited to, all Claims at common law, whether direct or indirect, known or unknown, foreseen or unforeseen, which Tenant has as of the Possession Date on account of or in any way growing out of or in connection with any Hazardous Materials or other conditions on, in, under, from, or affecting the Premises, or any law or regulation applicable thereto. Tenant is hereby subrogated to any and all rights possessed by Landlord against third parties with respect to said Claims.

11.6 **Environmental Indemnity by Landlord.** Landlord hereby agrees to hold harmless, defend and indemnify Tenant and its employees, members, officers, directors, and agents from and against all liability, loss, damage, costs, penalties, fines and/or expenses (including attorney's fees and court costs) arising out of or in any way connected with the activities, acts or omissions of persons or entities other than Tenant, its employees, contractors or agents on or affecting the Premises, including but not limited to the release of any Hazardous Materials or other kinds of contamination or pollutants of any kind into the air, soil, groundwater or surface water on, in, under or from the Premises whether such condition, liability, loss, damage, cost, penalty, fine and/or expense shall accrue or be discovered before or after the termination of this Lease.

11.7 **Release by Landlord.** Landlord waives, releases, acquits and forever discharges Tenant and its employees, members, officers, directors, agents, or any other person acting on behalf of Tenant, of and from any and all Claims whatsoever including, but not limited to, all Claims at common law, whether direct or indirect, known or unknown, foreseen or unforeseen, which Landlord has as of the Possession Date on account of or in any way growing out of or in connection with any Hazardous Materials or other conditions on, in, under, from, or affecting the Premises, or any law or regulation applicable thereto.

11.8 **Termination.** The agreements and obligations of the Parties under this Article 11 with regard to indemnification of Landlord or Tenant shall survive the scheduled termination or sooner expiration of the Term for any reason, for five (5) years and all claims relating thereto must be delivered in writing to Landlord or Tenant, as the case may be, within such period.

12. REPRESENTATIONS AND WARRANTIES

12.1 **Landlord's Representations and Warranties.** Landlord represents and warrants to Tenant that:

12.1.1 Landlord has full right and authority to grant the estate and the other rights demised herein and to execute and perform all of the terms and conditions of this Lease.

12.1.2 Tenant, upon performing and complying with all covenants, agreements, terms and conditions of this Lease to be performed or complied with by it, shall peaceably and quietly have, hold and enjoy the full possession and use of the Premises and the easements, rights-of-way, rights, privileges, benefits and appurtenances belonging thereto throughout the Term.

12.1.3 Landlord has the power and authority to enter into this Lease and perform all the obligations of Landlord hereunder.

12.2 **Tenant's Representations and Warranties.** Tenant represents and warrants to Landlord that:

12.2.1 Tenant has examined the Premises and accepts the Premises in its "as is" condition.

12.2.2 Tenant acknowledges that Landlord has not made any representations or warranties regarding the condition of the Premises, or its suitability for the use of the Premises contemplated by this Lease.

12.2.3 Tenant has the right, power and authority to enter into this Lease and to perform all the obligations of Tenant hereunder.

13. EVENTS OF DEFAULT; REMEDIES

13.1 **Events of Default.** Any one or all of the following events after thirty (30) days written notice to Tenant, unless a shorter period is specified, shall constitute an Event of Default hereunder:

13.1.1 The default in the payment of any Monthly Rent or Additional Rent or other charges by Tenant when and as the same becomes due and payable and such default continues for more than ten (10) days after Landlord gives written notice thereof to Tenant; or

13.1.2 The abandonment or vacation of the Premises by Tenant; or

13.1.3 The entry of any decree or order for relief by any court with respect to Tenant, or any assignee or transferee of Tenant (hereinafter "**Assignee**"), in any involuntary case under the Federal Bankruptcy Code or any other applicable federal or state law; or the appointment of or taking possession by any receiver, liquidator, assignee, trustee, sequestrator or other similar official of Tenant or any Assignee, or of any substantial part of the Premises of Tenant or such Assignee, or the ordering or winding up or liquidating of the affairs of Tenant or any Assignee and the continuance of such decree or order unstayed and in effect for a period of sixty (60) days or more (whether or not consecutive); or the commencement by Tenant of any such Assignee of a voluntary proceeding under the Federal Bankruptcy Code or any other applicable state or federal law or consent by Tenant or any such Assignee to the entry of any order for relief in an involuntary case under any such law, or consent by Tenant or any such Assignee to the appointment of or taking of possession by a receiver, liquidator, assignee, trustee, sequestrator or other similar official of Tenant or any such Assignee, or of any substantial property of any of the foregoing, or the making by Tenant or any such Assignee of any general assignment for the benefit of creditors; or Tenant or any such Assignee takes any other voluntary action related to the business of Tenant or any such Assignee or the winding up of the affairs of any of the foregoing; or

13.1.4 The default in Tenant's performance of or compliance with any other material term, covenant or condition of this Lease where Tenant fails to cure such default within thirty (30) days or Tenant fails to use reasonable diligence in curing a default where it is of such character as to require more than thirty (30) days to cure.

13.2 **Remedies.**

13.2.1 If an Event of Default shall occur and continue as aforesaid, then in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the immediate option to terminate this Lease and bring suit against Tenant and recover as an award in such suit the following:

(i) the worth at the time of award of the unpaid Rent and all other sums due hereunder which had been earned at the time of termination;

(ii) the worth at the time of award of the amount by which the unpaid Rent and all other sums due hereunder which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided;

(iii) the worth at the time of award of the amount by which the unpaid Rent and all other sums due hereunder for the balance of the Term after termination exceeds the amount of such rental loss that Tenant proves could be reasonably avoided;

(iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things could be likely to result therefrom; and

(v) such amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable California law.

13.2.2 If an Event of Default occurs, Landlord shall also have the right, with or without terminating this Lease, to reenter the Premises and remove all persons and property from the Premises; property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant.

13.2.3 If an Event of Default occurs, Landlord shall also have the right, with or without terminating this Lease, to relet the Premises. If Landlord so elects to exercise its right to relet the Premises without terminating this Lease, then rentals received by Landlord from such reletting shall be applied: First, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; Second, to the payment of any cost of such reletting; Third, to the payment of the cost of any alterations and repairs to the Premises; Fourth, to the payment of Rent due and unpaid hereunder; and Fifth, the residue, if any, shall be held by Landlord and applied in payment of future Rent as the same may become due and payable hereunder. Should the amount of rental received from such reletting during any month which is applied to the payment of Rent hereunder be less than that agreed to be paid during that month by Tenant hereunder, then Tenant shall pay such deficiency to Landlord immediately upon demand therefor by Landlord. Such deficiency shall be calculated and paid monthly. Tenant shall also pay to Landlord, as soon as ascertained, any costs and expenses incurred by Landlord in such reletting or in making alterations and repairs not covered by the rentals received from such reletting.

13.2.4 No reentry or taking possession of the Premises by Landlord pursuant to this Lease shall be construed as an election to terminate this Lease unless a written notice of such intention is given to Tenant or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any reletting without termination by Tenant because of any default by Tenant, Landlord may at any time after such reletting elect to terminate this Lease for any such default.

13.3 **Receipt of Rent, No Waiver of Default**. The receipt by Landlord of the Rents or any other charges due to Landlord, with knowledge of any breach of this Lease by Tenant or of any default on the part of Tenant in the observance or performance of any of the conditions or covenants of this Lease, shall not be deemed to be a waiver of any provisions of this Lease. No acceptance by Landlord of a lesser sum than the Rents or any other charges then due shall be deemed to be other than on account of the earliest installment of the Rents or other charges due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment of Rent or charges due be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy provided in this Lease. The receipt by Landlord of any Rent or any other sum of money or any other consideration paid by Tenant after the termination of this Lease, or after giving by Landlord of any notice hereunder to effect such termination, shall not,

except as otherwise expressly set forth in this Lease, reinstate, continue, or extend the Term of this Lease, or destroy, or in any manner impair the efficacy of any such notice of termination as may have been given hereunder by Landlord to Tenant prior to the receipt of any such sum of money or other consideration, unless so agreed to in writing and signed by Landlord. Neither acceptance of the keys nor any other act or thing done by Landlord or by its agents or employees during the Term shall be deemed to be an acceptance of a surrender of the Premises, excepting only an agreement in writing signed by Landlord accepting or agreeing to accept such a surrender.

13.4 **Effect on Indemnification.** Notwithstanding the foregoing, nothing contained in this Article shall be construed to limit Landlord's right to indemnification as otherwise provided in this Lease.

13.5 **Notice of Landlord's Default; Tenant's Waiver.** Landlord shall not be considered to be in default under this Lease unless (a) Tenant has given notice specifying the default and (b) Landlord has failed for thirty (30) days to cure the default, if it is curable, or to institute and diligently pursue reasonable corrective or ameliorative acts for noncurable defaults.

14. ENTRY BY LANDLORD

14.1 **Right of Entry.** Landlord and its respective authorized representatives shall have the right to enter the Premises at all reasonable times and upon reasonable notice for the purpose of inspecting the same and to take all such action thereon as may be necessary or appropriate for any such purpose provided for under this Lease or any other lawful purpose including protecting the Premises or showing the Property to prospective purchasers or tenants (but nothing contained in this Lease shall create or imply any duty on the part of Landlord to make any such inspection or to do any such work). No such entry shall constitute an eviction of Tenant.

15. PARKING AND STORAGE OF PERSONAL PROPERTY

15.1 **Parking.** Tenant and its invited guests and licensees shall be entitled to use the Property's vehicular parking spaces upon which the Property is located on a shared basis with the general public. There are no parking spaces reserved for the exclusive use of Tenant.

15.2 **Storage of Personal Property.** Tenant shall store on the Premises only personal property that Tenant owns and shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other dangerous or hazardous material.

15.3 **Signs.** Tenant may place on the Premises ordinary business signs consistent with applicable law, provided that Tenant and Landlord shall jointly process approvals for such signs and provided further that Landlord shall pay or waive the applicable City fees associated with such signage permit.

16. SUBMISSION OF ANNUAL FINANCIAL STATEMENTS.

16.1 **Financial Statement.** Tenant agrees to submit annually to Landlord an annual financial statement of the Friends of the Carpinteria Public Library, a non-profit California corporation.

17. REPAIRS AND MAINTENANCE

17.1 **Responsibilities.** Landlord shall professionally maintain the Premises including janitorial service, heating, air conditioning, electrical, plumbing and water systems, if any, and keep glass, windows and doors in operable and safe condition. Landlord shall maintain the roof, foundation, exterior walls and common areas. All damage or injury done to the Premises or Property by the Tenant or by any person who may be in or upon the Premises or Property with the Tenant's consent or invitation or by the Tenant's failure to properly secure the Premises or Property shall be paid for by the Tenant.

18. DEFINITIONS

18.1 "Extended Term" shall mean the one year time period commencing on the date of expiration of the Term and resulting from Landlord's acceptance of Tenant's request to extend the Term of this Lease.

18.2 "Hazardous Materials" shall mean any substance or material defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "extremely hazardous waste", "acutely hazardous waste", "restricted hazardous waste", "toxic substances" or "known to cause cancer or reproductive toxicity" (or words of similar import), petroleum products (including crude oil or any fraction thereof) or any chemical substance or material which is prohibited, limited or regulated under any federal, state or local law, ordinance, regulation, order, permit, license, decree, common law or treaty regulating, relating to or imposing liability or standards concerning materials or substances known or suspected to be toxic or hazardous to health and safety, the environment or natural resources..

18.3 "Initial Term" is agreed to be July 1, 2016 until and including June 30, 2021.

18.4 "Landlord's Interest" shall mean its fee interest in the Property and its interest in this Lease, or any part thereof.

18.5 "Possession Date" is agreed to be July 1, 2016.

18.6 "Rent" refers to the Monthly Rent and Additional Rent and any other amounts due the Landlord under this Lease unless the context clearly manifests a different intent.

18.7 "Term" shall mean the Initial Term and each of the Extended Terms described in Article 3, unless otherwise specifically provided herein.

19. GENERAL PROVISIONS

19.1 **Notices**. All notices and other communications hereunder shall be in writing, shall be sent by first class registered or certified United States mail, postage prepaid, and shall be deemed to have been given two (2) days after the day of mailing, addressed: (a) if to Landlord: 5775 Carpinteria Ave, Carpinteria, CA 93013, Attn: City Manager or at such other addresses as Landlord shall have furnished to Tenant; and (b) if to Tenant: 5103 Carpinteria Avenue, Carpinteria, CA 93013, Attn: Chair of Friends of the Library, or at such other addresses as Tenant shall have furnished Landlord in writing.

19.2 **Successors.** All of the rights and obligations of the Parties under this Lease shall bind and inure to the benefit of the respective heirs, personal representatives, successors, grantees and assigns of

the Parties and the restrictions, covenants and obligations pertaining to the Premises shall run with the land and shall continue until this Lease is terminated or expires.

19.3 **Mediation and Arbitration.**

19.3.1 **Mediation**. Except as otherwise provided herein, any controversy, claim, or dispute arising out of or related to this Lease or the interpretation, performance, or alleged breach of this Lease (a "**Dispute**") shall be resolved according to the procedures set forth in this paragraph, which shall constitute the sole dispute resolution mechanism under this Lease. In the event that the Parties are unable to resolve any Dispute after meeting and attempting in good faith to reach a negotiated resolution, such Dispute(s) shall first be mediated by a retired judge or justice of a court or by a trained and qualified mediator mutually agreeable to the Parties. If the Parties are unable to agree upon a mediator, either party may apply to a licensed mediation service for the appointment of a mediator from a panel of retired judges or justices or other trained and qualified mediators. Upon the appointment of a mediator, the Parties thereafter shall submit their Dispute to mediation and engage in the mediation process fully and in good faith.

19.3.2 **Arbitration**. Except as otherwise provided herein, if the Parties are unable to resolve one or more Dispute(s) by mediation, then either Party may initiate arbitration of such Dispute(s). The arbitration shall be initiated and conducted according to the Commercial Arbitration Rules of a reputable and qualified arbitration service, including rules that allow an Appeal (the "**Arbitration Rules**"). The arbitration shall be conducted at a mutually agreeable location before a single neutral arbitrator appointed in accordance with the Arbitration Rules, except that the Parties shall be entitled to undertake discovery in the arbitration in accordance with the statutory provisions and rules applicable, as of the date of the first Arbitration Notice, to discovery in civil actions before a Court with jurisdiction over the Parties and the subject matter. The arbitrator shall have the authority to hear and rule upon all discovery motions and, in connection therewith, to award sanctions as appropriate in accordance with the then-prevailing law. Any appeal shall be heard and decided by a panel of three neutral arbitrators. The neutral arbitrator and the members of any Appeal Panel shall be retired judges or justices of any state or federal court. In all their substantive (as opposed to procedural or discovery-related) rulings, the arbitrator and Appeal Panel shall apply the law specified in the choice of law provision of this Agreement. If either party refuses to perform any or all of its obligations under the final arbitration award (following appeal, if applicable) within thirty (30) days of such award being rendered, then the other party may enforce the final award in any court of competent jurisdiction.

19.3.3 **Exclusions from Mediation and Arbitration.** The following matters are excluded from mediation and arbitration hereunder: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action, (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.

19.4 **Attorney's Fees.** In any action for any relief, declaratory or otherwise, to enforce the terms hereof or to declare rights hereunder (collectively, an "**Action**"), each party shall bear its own attorney's fees.

19.5 **Integration.** This Lease, and the exhibits attached hereto, constitute the entire agreement between and final expression of the parties, and there are no agreements or representations between the parties except as expressed herein or therein. All prior negotiations and agreements between Landlord and Tenant with respect to the subject matter hereof are superseded by this Lease. Except as otherwise provided herein, no subsequent change or addition to this Lease shall be binding unless in writing and signed by the parties hereto.

19.6 **No Waiver By Landlord.** To the extent permitted by applicable law, no failure by Landlord to insist upon the strict performance of any term hereof or to exercise any right, power or remedy consequent upon a default under this Lease, and no acceptance of Rent during the continuance of any such default, shall constitute a waiver of any such default or of any such term. No waiver of any default shall affect or alter this Lease, which shall continue in full force and effect, or the rights of Landlord with respect to any other then existing or subsequent default.

19.7 **Amendment.** This Lease can be modified, supplemented, amended or rescinded only by a writing expressly referring to this Lease and signed by Landlord and Tenant.

19.8 **Severability; Consent.** If any term of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such term shall not be affected thereby. Unless otherwise expressly provided herein, any approval or consent of Landlord required hereunder shall not be unreasonably withheld or delayed. This Lease shall be binding upon and inure to the benefit of and be enforceable by the respective successors of the parties hereto. The headings in this Lease are for purposes of reference only and shall not limit or define the meaning hereof. This Lease may be executed in any number of counterparts, each of which shall be an original, but all of which shall together constitute one and the same instrument.

19.9 **Accessibility Disclosure Pursuant to California Civil Code Section 1938.** The Premises and Common Areas have been inspected by a Certified Access Specialist (CASp) and do not currently meet all accessibility standards.

19.9 **Holding Over - Consensual.** In the event Tenant shall holdover or remain in possession of the Premises with the written consent of Landlord after the expiration of the Term of this Lease, such holding over or continued possession shall create a tenancy for month to month only, upon the same terms and conditions as are herein set forth and in effect the last month prior to the expiration of the Term of this Lease.

19.10 **Holding Over - Non-Consensual.** If Tenant remains in possession of the Premises or any part thereof after the expiration of Tenant's term hereof without the express written consent of Landlord, such occupancy shall be a tenancy from month to month at a monthly rental in twice the amount of the total of all the last month Rent paid or due, plus all other charges payable hereunder, and upon all the terms hereof applicable to a month-to-month tenancy.

19.11 **Warranty Against Payment of Consideration.** Tenant warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Lease.

19.12 **Non-liability of Landlord Officials and Employees; Non-liability of Members.** No member, official or employee of Landlord shall be personally liable to Tenant, or any successor in interest, in the event of any default or breach by Landlord or for any amount which may become due to Tenant or its successor or on any obligations under the terms of this Lease.

19.13 **Remedies Cumulative.** The various rights, options, elections and remedies of Landlord contained in this Lease shall be cumulative and no one of them shall be construed as exclusive of any other, or of any right, priority or remedy allowed or provided for by law and not expressly waived in this Lease.

19.14 **Time of the Essence.** Time is of the essence of this Lease and all of the terms, provisions, covenants and conditions hereof.

19.15 **Controlling and Venue Law**. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with California law. All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Santa Barbara County, California.

19.16 **Covenants**. Whenever in this Lease any words of obligation or duty are used in connection with either party, such words shall have the same force and effect as though framed in the form of express covenants on the part of the party obligated.

19.17 **Joint and Several Liability**. In the event either party hereto now or hereafter shall consist of more than one person, firm or corporation, then and in such event all such persons, firms or corporations shall be jointly and severally liable as parties hereunder.

19.18 **Recitals**. The Recitals are true and correct as of the date hereof and are incorporated into the terms and conditions of this Lease.

19.19 **Attachments.** All attachments and exhibits referred to in this Lease are attached to and incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the dates written below.

Landlord: **THE CITY OF CARPINTERIA, a California municipal corporation**

By: _____

Its: MAYOR

Tenant: **Friends of the Library, a nonprofit California Corporation**

By: _____

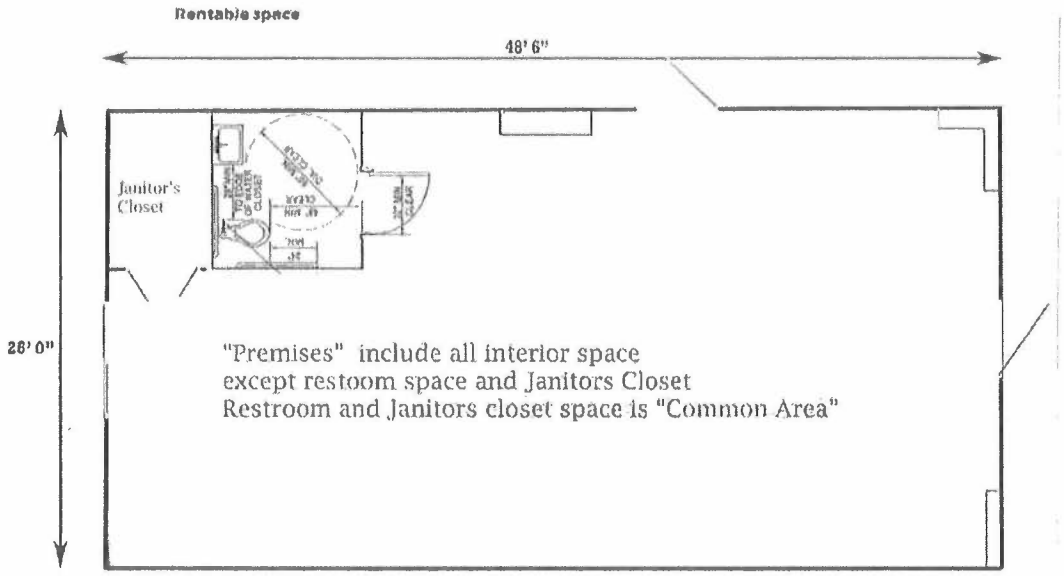
Its: May 31, 2014
President FOL

APPROVED AS TO FORM:
City of Carpinteria

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

Attachments: Exhibit A: Premises

Exhibit "A"
PREMISES



5103 Carpinteria Avenue
Carpinteria, CA

Drawing is not to scale

Attachment B
Letter from the Friends of the Carpinteria Public Library, February 14, 2023

TO THE CARPINTERIA CITY COUNCIL
FROM THE BOARD OF DIRECTORS
OF
THE FRIENDS OF THE CARPINTERIA COMMUNITY LIBRARY
FEBRUARY 14, 2023

The Friends of the Carpinteria Community Library Board has always been grateful for the generous, below-market rate charged to us for the bookstore building, with its ideal charm and location. Since 2009, when we first rented just the front of the building for $700/month, the bookstore has become a much loved gathering place in our town. Under the able management of volunteers Susan Williams and April Ueoka, with the help of 60 volunteers, each working a 2-hour shift every week, the bookstore has generated for the last decade (excluding the worst Covid years) a net annual revenue of at least $60,000.

The Friends Board respectfully requests that the City consider a change in our rental agreement for the bookstore building. Since the Friends' annual funding no longer goes to the Santa Barbara Public Library for the operating budget, but will be paid directly to the City of Carpinteria, it seems to us that the rental contract is redundant. Instead of the prospect of an increasing monthly rent for the bookstore, the Friends would like the Council to consider accepting our guarantee of a minimum of $50,000 as an annual donation in lieu of rent.

A rising annual rent creates a perception on the part of the Friends board of rising annual costs and the need for an adjustment to our book prices. A fixed annual minimum contribution to the City from the Friends guarantees the City far and above what can be expected by a rental contract, as well as dispelling future Board concerns about rising rental costs.

This fiscal year (2022-2023), the Friends have pledged $50,000 for books and materials, in addition to the $175,000 gift of La Centra-Summerland Foundation for the renovation of the library. We propose a change in our rental agreement to a nominal $1 per year for building rental, as we confidently pledge to the City that our minimum annual donation will far exceed our current annual rental fee of $15,852. We'd also like to request a longer lease agreement rather than an annual review.

Thank you for considering this request. We look forward to partnering with the City in supporting the library's wonderful potential in serving the needs of our community.

Gaby Edwards and Jean
Bailard (for the FOL board)

Attachment C

Proposed new lease agreement between the City of Carpinteria and Friends of the Carpinteria Public Library

BUILDING LEASE BY AND BETWEEN
THE CITY OF CARPINTERIA
AND
FRIENDS OF THE CARPINTERIA PUBLIC LIBRARY

This BUILDING LEASE ("**Lease**") is made and entered into as of this ____ day of _____, 2023, by and between the City of Carpinteria, a municipal corporation located in the County of Santa Barbara, State of California ("**Landlord**" or "**City**"), and Friends of the Carpinteria Public Library, a non-profit California corporation ("**Tenant**") with reference to the following facts and intentions:

RECITALS:

A. **WHEREAS,** Landlord is the owner of record of the real property and improvements located at 5103 Carpinteria Avenue, Carpinteria California 93013 and identified as APN # 004-047-001 ("**the Property**"); and

B. **WHEREAS,** Tenant is in need of a place to conduct its business operations within the City of Carpinteria; and

C. **WHEREAS,** Landlord desires to lease to Tenant and Tenant desires to lease from the Landlord a portion of the Property **("the Premises"),** as hereinafter more fully described, on the terms and conditions in this Lease; and

D. **WHEREAS,** Landlord and Tenant have entered into previous leases of the Premises and now desire to enter into a new lease agreement and further intend that this Lease shall supersede and replace all prior lease agreements.

NOW, THEREFORE, IN CONSIDERATION OF THE TERMS, COVENANTS AND CONDITIONS CONTAINED HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, LANDLORD AND TENANT HEREBY AGREE AS FOLLOWS:

1 SUBJECT OF LEASE

1.1 **The Premises.** Landlord leases to Tenant and Tenant leases from Landlord the Premises, which constitute approximately one thousand eighty-seven (1,087) square feet of inside rentable space, or approximately ninety-four (94%) of the total square footage of inside rentable space in the Property, as shown on the floor plan of the Property attached as Exhibit "A", on the terms and upon the agreements, covenants and conditions set forth in this Lease.

1.2 **Common Areas.** In addition to Tenant's rights to use and occupy the Premises as specified herein, Tenant shall have non-exclusive rights to occupy Common Areas (as hereinafter defined), but shall not have any rights to the roof or exterior walls of the building(s) on the Property, subject to the terms and upon the agreements, covenants and conditions set forth in this Lease.

1.2.1 **Common Areas - Definition.** The term "Common Areas" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Property that are provided and designated by the Landlord from time to time for the general non-exclusive use of Landlord, Tenant and other tenants of the Property and their respective employees, suppliers, shippers, customers, contractors, and invitees, including restroom facilities, parking areas, loading and unloading areas, trash areas, walkways, driveways and landscaped areas. The Common Areas include, but are not limited to, the interior restroom of approximately seventy-two (72) square feet and storage space in the Janitor's Closet within the Premises.

1.2.2 **Common Areas - Tenant's Rights.** Landlord grants to Tenant, for the benefit of Tenant and its employees, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the public and Common Areas of the Property as shown in the attached Exhibit A incorporated herein by reference. Landlord, however, has the sole discretion to determine the manner in which those public and Common Areas are maintained and operated, and the use of those areas are subject to the applicable law, rules and regulations of the City. Landlord further reserves the right to change all elements of the Property and may unilaterally amend those areas that are designated Common Areas for purposes of this Lease. Tenant shall obtain prior written consent from Landlord to store any property, temporarily or permanently, in the Common Areas. In the event that any unauthorized storage shall occur then Landlord shall have the right, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Tenant, which cost shall be payable upon demand by Landlord. In the event Tenant wishes to conduct an outdoor event in Seaside Park that requires a permit from the City, Tenant shall timely obtain such permit, which shall not be unreasonably withheld by Landlord.

1.2.3 **Rules and Regulations.** Landlord shall have the exclusive control and management of the Common Areas and shall have the sole right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations **("Rules and Regulations")** for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Premises and the Property and their invitees. Tenant agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Landlord shall not be responsible to Tenant for the non-compliance with said Rules and Regulations by other tenants of the Property.

1.2.4 **Common Areas - Changes.** Landlord shall have the right, in Landlord's sole discretion, from time to time to do the following, including without limitation: (a) to make changes to the Common Areas, such as amending the location, size, shape and number of Common Area elements like driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways; (b) to close temporarily any of the Common Areas for maintenance or other purposes so long as reasonable access to the Premises remains available; (c) to add additional buildings and improvements to the Common Areas; (d) to use the Common Areas while engaged in making additional improvements, repairs or alterations to the Property, or any portion thereof; and (f) to do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Property as Landlord may, in the exercise of sound business judgment, deem to be appropriate.

1.3 Parties to the Lease.

1.3.1 **Landlord.** Landlord is the City of Carpinteria, a municipal corporation located in the County of Santa Barbara, California.

1.3.2 **Tenant.** Tenant is Friends of the Carpinteria Public Library, a non-profit California corporation located in the County of Santa Barbara, California.

2 POSSESSION OF THE PREMISES

2.1 **As-Is Condition.** The Premises will be delivered to Tenant in its "as is" condition on the date of Tenant's Acceptance as defined in paragraph 2.2 below.

2.2 **Acceptance of the Premises.** Except as may be otherwise provided herein, Tenant shall, by entering into and occupying the Premises or using any portion of the Premises, be deemed to have accepted the Premises and

to have acknowledged that the same is then in the condition called for by this Lease.

2.3 **Quiet Enjoyment.** Except as expressly provided under this Lease, Tenant, upon performing and complying with all covenants, agreements, warranties, terms and conditions of this Lease to be performed, or complied with by Tenant, shall lawfully and quietly hold, occupy and enjoy the exclusive use of the Premises during the Term (as defined in Article 3) of this Lease.

2.4 **Surrender of the Premises.** No act of Landlord will constitute Landlord's acceptance of a surrender or abandonment of the Premises by Tenant unless that intent is specifically acknowledged in a writing signed by both parties. Upon the expiration or termination of the Term of this Lease, Tenant shall peaceably and quietly quit and surrender the Premises to Landlord, broom clean and in good order, condition and repair, reasonable wear and tear excepted.

3 TERM

3.1 **Duration and Commencement.** The initial term **("Initial Term")** of this Lease shall commence retroactively on July 1, 2023 and continue through June 30, 2028.

3.2 Request for Extension.

3.2.1 Landlord and Tenant agree that Tenant may request an extension of the Initial Term of this Lease subject to all the provisions herein contained for a maximum of two consecutive one (1) year periods (the **"Extended Term")** following the expiration of the Initial Term, provided Tenant shall give written notice of said request to Landlord not less than three (3) months prior to the expiration of the Term, and provided further that Landlord may agree to such Extended Term in its sole discretion.

3.2.2 Tenant expressly acknowledges and agrees that Landlord may deny a request for extension under this Section 3.2 for any reason or no reason at all. Tenant further agrees to fully cooperate with Landlord to the fullest extent possible in Landlord's efforts to secure a long-term use for the Property, if any.

3.2.3 Tenant's right to request an extension is subject to the following conditions precedent:

(i) The Lease shall be in effect at the time notice of exercise is given and on the last day of the Term; and

(ii) Tenant shall not be in default of any of the terms, conditions, covenants, warranties, agreements or restrictions provided under this Lease or any other discretionary Landlord approvals at the time notice of exercise is given or on the last day of the Term; and

(iii) The Premises shall be in good operating condition with no material deferred internal or external maintenance other than normal wear and tear and subject to normal and customary replacements and repairs; and

(iv) Tenant shall not be in violation of any ordinance or regulation of the City at time the notice of exercise is given or on the last day of the Term.

4 RENT

Tenant shall pay, without demand or delay, abatement, deduction, or offset, the Rent in such amounts as provided herein.

4.1 **Security Deposit.** Concurrently with the execution of this Lease, Tenant shall deposit with Landlord a Security Deposit in the amount of one thousand four hundred dollars ($1,400.00), and thereafter, during the continuance of this Lease, shall maintain the Security Deposit with Landlord. The Security Deposit shall be

security for the full, prompt and faithful performance by Tenant of all of its obligations hereunder. The Security Deposit is not an advance payment of Rent or a measure or limit of Tenant's liability for damages, nor is Tenant entitled to any interest on the Security Deposit held by Landlord. Landlord shall have the right, but not the obligation, to apply the Security Deposit or any part thereof toward the cost and expense (including Landlord's attorneys' and other professional fees, if any) of curing any default on the part of Tenant; in which event, Tenant shall restore the Security Deposit to its original amount within thirty (30) days after receipt of Landlord's written request to do so. A failure to restore the Security Deposit shall be a material breach of this Lease. Upon expiration or termination of this Lease and vacation of the Premises in the manner required by this Lease, the Security Deposit, or portion thereof remaining unapplied after the curing of every default by Tenant shall be returned to Tenant. No interest shall be payable to Tenant on account of the Security Deposit.

Tenant waives the provisions of California Civil Code §1950.7, and all other provisions of law now in force or that become in force after the date of execution of this Lease, that provide that Landlord may claim from a security deposit only those sums reasonably necessary to remedy defaults in the payment of accrued Rent, to repair damage caused by Tenant, or to clean the Premises. Landlord and Tenant agree that Landlord may, in addition, claim those sums reasonably necessary to compensate Landlord for any other foreseeable or unforeseeable loss or damage caused by the act or omission of Tenant or Tenant's officers, agents, employees, independent contractors, or invitees, including future rent payments.

4.2 **Annual Rent.** Tenant shall pay to Landlord as rental for the use and occupancy of the Premises, a nominal fee of one dollar ($1.00) per year during the Initial Term, due on July 1, in lawful money of the United States **("Annual Rent")**. If Landlord agrees to any one-year Extended Term(s), then upon the expiration of the Initial Term and upon expiration of each Extended Term, the rental rate of one dollar ($1.00) per year shall be due and payable as required under the terms of this Lease.

4.3 **Annual Contribution.** In addition to Annual Rent, Tenant agrees to pay to the Landlord a minimum annual contribution of fifty thousand dollars ($50,000) per the schedule in Exhibit B, attached hereto and incorporated by reference. Failure to timely pay the Annual Contribution as set forth in Exhibit B shall constitute an indebtedness to Landlord and a material breach of the Lease giving rise to Landlord's right, in its sole discretion, to terminate this Lease. Said annual contribution shall be made in solely in cash without any setoff, deduction or counterclaim whatsoever. Landlord agrees to allocate the Annual Contribution towards funding of the Carpinteria Community Library services and materials.

4.4 **Payment.** All payments required to be made by Tenant under this Lease, including the Annual Contribution, shall be made without any setoff, deduction or counterclaim whatsoever and shall be made by check, payable to the "City of Carpinteria," Attn: Accounts Payable, 5775 Carpinteria Ave., Carpinteria, California 93013, or any other location as the City may designate in a written notice to Tenant.

4.5 **Late Charges; Lease Termination.** Any Rent not paid to Landlord within ten (10) days of the due date under this Lease shall be subject to a late fee of twenty dollars ($20). The parties understand and agree that the late fee is a fair and reasonable estimate of the cost of the late payment to Landlord.

Notwithstanding the above, the parties also understand and agree that persistent and chronic late payments of any money due under this Lease are disruptive and costly to Landlord, requiring Landlord to devote additional time, money, resources and energy to the administration of this Lease, all of which cannot be sufficiently reimbursed to Landlord by way of Tenant's payment of the late fee. Therefore, Tenant's failure to timely pay money due that is in arrears for over one (1) month shall be deemed a material and incurable default under this Lease, giving rise to Landlord's right, in its sole discretion, to terminate the Lease upon thirty (30) days' written notice to Tenant.

4.6 **Utility and services.** Tenant shall contract and pay for all telephone and cable services to the Premises

which shall all be billed directly to Tenant. Landlord shall contract and pay for electric, water, sanitary, trash, janitorial and gas services to the Premises which shall all be directly billed to and paid by Landlord.

4.7 **Taxes, Assessments and Charges**. Tenant covenants to pay when due, its pro rata share of all applicable taxes, assessments (including, without limitation, all assessments for public improvements or benefits, whether or not commenced or completed prior to the date hereof and whether or not to be completed within the term hereof), rates and charges, excises, levies, license fees, permit fees, inspection fees and other authorization fees and other charges, in each case, whether general or special, ordinary or extraordinary, foreseen or unforeseen, of every type of character (including all interest and penalties thereon), which at any time during or in respect of the term hereof may be assessed, levied, confirmed or imposed on, or in respect of, or be measured by, or become a lien upon Landlord, the Property, this Lease or any part thereof, or any estate, or right or interest therein.

4.8 **Notice of Possessory Interest; Payment of.** In accordance with California Revenue and Taxation Code Section 107.6(a) this Lease may create a possessory interest that is subject to taxation. If such interest is created, Tenant may be subject to the payment of property taxes levied on said possessory interest. Tenant agrees to pay these amounts as Additional Rent in the same manner and on the same schedule as the Monthly Rent.

5.1 **Permitted Use.** The Premises shall be used only for the purpose of conducting Tenant's business of selling used and new books and the operation of Tenant's related business and nonprofit activities. Tenant shall operate the business and conduct activities therein in a prudent and businesslike manner and in full compliance with all terms and conditions of this Lease.

5.2 **Prohibited Uses.** Tenant shall not use, or allow use of, the Premises for any activity other than as set forth in paragraph 5.1 without the prior written consent of Landlord. Tenant's uncured breach of the above shall be deemed a material default under the terms of this Lease giving rise to Landlord's right, in its sole discretion, to terminate this Lease.

5.3 **Compliance with Rules and Regulation**. Tenant agrees to comply with all applicable local, state and federal laws, rules and regulations. .

5.4 **Compliance with Laws.** Tenant shall not occupy or use the Premises, or permit the Premises to be used or occupied, nor do or permit anything to be done in or on the Premises, in whole or in part, for other than legal purposes, or for a purpose or in a manner liable to create a public or private nuisance or to cause structural injury to the Premises or any part thereof, or which may make it difficult, impossible or cost prohibitive to obtain fire or other insurance thereon required to be furnished by Tenant hereunder, or in violation of any certificate of occupancy or evidence of compliance issued by any governmental agency covering or affecting the use of the Property, or in violation of any ordinance or regulation of the City. Tenant's uncured breach of the above shall be deemed a material default under the terms of this Lease giving rise to Landlord's right, in its sole discretion, to terminate this Lease.

5.5 **Alterations; Improvements.** Tenant shall not, without the Landlord's prior written consent, make any alterations, improvements or additions in or about the Premises. As a condition to giving any such consent, the Landlord may require the Tenant to remove any such alterations, improvements, or additions at the expiration of the term and to restore the premises to their prior condition by giving Tenant forty-five (45) days written notice prior to the expiration of the term. Unless the Landlord requires their removal as set forth above, all alterations, improvements or additions which are made on the Premises by the Tenant shall become the property of the Landlord and remain upon and be surrendered with the Premises at the expiration of the term. Any damage to the Premises caused by said removal shall be repaired at Tenant's sole cost.

6 LIENS

6.1 **Lien Indemnification.** Tenant shall at all times indemnify, save and hold Landlord, the Premises and the Property, free, clear and harmless from any claims, liens, demands, charges, encumbrances or litigation arising directly or indirectly out of any use, occupancy or activity of Tenant, or out of any work performed, material furnished, or obligations incurred by Tenant, in, upon, about or otherwise in connection with the Premises and shall pay or cause to be paid for all work performed and material furnished to the Premises which will or may result in a lien on the Property, and will keep the Property free and clear of all encumbrances, including but not limited to mechanic's liens and material men's liens (including the posting of an appropriate bond which shall release the lien).

7 INDEMNIFICATION, BUSINESS INTERRUPTION AND INSURANCE

7.1 **General Indemnification.** Tenant hereby indemnifies, holds harmless and agrees to defend Landlord from and against all claims, damages, expenses (including, without limitation, reasonable attorneys' fees and reasonable investigative and discovery costs), liabilities and judgments on account of injury to persons, loss of life, or damage to property occurring on the Premises and Property and caused by the alleged active or passive negligence or willful misconduct of Tenant, its agents, employees, invitees and licensees. Tenant's obligations with respect to indemnification hereunder shall remain effective, notwithstanding the expiration or termination of this Lease, as to claims arising from the tenancy created under this Lease.

7.2 **Business Interruption.** Tenant agrees that no claims for damages, loss of business, or loss of income either direct or indirect shall be made against Landlord as a result of improvements to the Premises or Common Areas.

7.3 **Liability Insurance Coverage and Limits.** Throughout the Term of this Lease, and the Extended Term, if applicable, Tenant agrees to maintain, and/or cause to be maintained, at no cost to Landlord, liability insurance insuring its interests against claims for personal injury, bodily injury, death and property damage occurring on, in or about the Premises and the ways immediately adjoining the Premises, with a "Combined Single Limit" (covering personal injury liability, bodily injury liability and property damage liability) of not less than One Million Dollars ($ 1,000,000.00). Landlord and its officials, employees and agents shall be covered and named as additional insureds with respect to liability arising from activities performed by or on behalf of Tenant. The insurance limits in this section shall be subject to increase from time to time by such amounts as Landlord and Tenant may reasonably agree is necessary or desirable, as may be evidenced by the practice of similarly situated properties. Tenant shall provide Landlord with written evidence that such insurance is in force prior to the commencement date of this lease and shall be included in the Attached Exhibit C, incorporated herein by reference.

7.4 **Property Casualty Insurance.** Throughout the Term of the Lease, and the Extended Term, if applicable, Landlord shall cause the Premises to be insured against loss or damage by fire and the perils commonly covered under the standard extended coverage endorsement.

7.5 **Personal Property Insurance.** Tenant shall obtain and maintain insurance coverage on all of Tenant's personal property, along with any trade fixtures, and Tenant-owned alterations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed $1,000 per occurrence. The proceeds from any such insurance shall be used by Tenant for the replacement of personal property, trade fixtures, and Tenant-owned alterations. Landlord shall be named as an additional insured. Tenant shall provide Landlord with written evidence that such insurance is in force prior to the commencement date of this lease.

7.6 **Tenant's Delivery of Policy, Endorsements, and Certificates**. Tenant must deliver the policy or policies, along with any endorsements to them and certificates required by this Section to Landlord: (a) on or before the Lease Commencement Date; (b) at least thirty (30) days before the expiration date of any policy; and (c) on renewal of any policy.

7.7 **Damages for Failure to Provide Insurance.** This Section is applicable only in the event that Tenant is not in compliance with the requirements to maintain insurance as set forth in this Article 7. Landlord shall not be limited in the proof of any damages which Landlord may claim against Tenant arising out of or by reason of Tenant's failure to provide and keep in force insurance as aforesaid, to the amount of the insurance premium or premiums not paid or incurred by Tenant and which would have been payable upon such insurance, but Landlord shall also be entitled to recover as damages for such breach the uninsured amount of any loss (to the extent of any deficiency in the insurance required by the provisions of this Lease), damages, costs and expenses of suit, including attorneys' fees, suffered or incurred by reason of damage to, or destruction of, the Premises or Property, occurring during any period in which Tenant shall have failed or neglected to provide insurance as aforesaid. Tenant's uncured breach of the above shall be deemed a material default under the terms of this Lease giving rise to Landlord's right, in its sole discretion, to terminate this Lease.

7.8 **Landlord Discretion to Insure.** Landlord, in its sole discretion, throughout the Term of this Lease, shall have the right to obtain a commercial comprehensive general liability insurance policy on the Property or alternatively, may self-insure the Property.

8 DAMAGE OR DESTRUCTION

8.1 **Reconstruction and/or Removal.** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Landlord shall have the right to restore the Premises by repair or rebuilding. If Landlord elects to repair or rebuild, and is able to complete such restoration within ninety (90) days from the date of damage, subject to the terms of this paragraph, this Lease shall remain in full force and effect. If Landlord is unable to restore the Premises within this time or a reasonable time agreed to by the Parties, or if Landlord elects not to restore, then either Landlord or Tenant may terminate this Lease by giving the other written notice. There shall be no refund on Rent or the Annual Contribution on termination of the Lease under this Section. If this Lease is not terminated, and the damage is not repaired, Annual Contribution be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guest, only Landlord shall have the right of termination, and no reduction or abatement in Rent or Annual Contribution shall be made.

9 ASSIGNMENT AND SUBLETTING

9.1 **Prior Written Consent.** Tenant may not assign or sublet all or any portion of its interest in this Lease without Landlord's prior written consent.

9.2 **Assignment of Landlord's Interest in Lease or the Leased Premises.** Landlord may convey, transfer, sell, assign or otherwise transfer the Property, this Lease, all or a portion of its interest thereunder, and/or all or a portion of the payments that are payable to it by Tenant pursuant to this Lease. Tenant hereby consents and agrees to any such transfer which Landlord considers necessary or proper, regardless of the reason or reasons for which Landlord makes such transfer and regardless of the entity that is the Transferee thereunder.

10 PERFORMANCE OF TENANT'S COVENANTS

10.1 **Right of Performance.** If Tenant shall at any time fail to pay or maintain within the time period therein permitted any tax, assessment, fee or other charge in accordance with this Lease, any of the insurance policies provided for in this Lease, , or any other payment or perform any other act on its part to be made or performed hereunder, then Landlord, after ten (10) days' written notice as to payments of Rent with other charges and thirty (30) days' written notice as to other breaches, given to Tenant (or, in case of an emergency, on such notice, or without notice, as may be reasonable under the circumstances) and without waiving or releasing Tenant from any obligation of Tenant hereunder, may (but shall not be required to):

10.1.1 Pay such tax, assessment, fee or other charge payable by Tenant, or

10.1.2 Pay for and maintain such insurance policies provided for, or

10.1.3 Make such other payment or perform such other act on Tenant's part to be made or performed as in this Lease provided.

10.2 **Reimbursement and Damages.** All sums so paid by Landlord and all costs and expenses incurred by Landlord in connection with the performance of any such act, together with interest thereon, shall constitute an obligation payable by Tenant under this Lease and shall be paid by Tenant to Landlord on demand. A failure by Tenant to make such a payment shall be a material breach of this Lease. Landlord shall not be limited in the proof of any damages which Landlord may claim against Tenant arising out of or by reason of Tenant's failure to provide and keep in force insurance as aforesaid, to the amount of the insurance premium or premiums not paid or incurred by Tenant and which would have been payable upon such insurance, but Landlord shall also be entitled to recover as damages for such breach, the uninsured amount of any loss (to the extent of any deficiency in the insurance required by the provisions of this Lease), damages, costs and expenses of suit, including attorneys' fees, suffered or incurred by reason of damage to, or destruction of, the Premises, occurring during any period in which Tenant shall have failed or neglected to provide insurance as aforesaid.

11 HAZARDOUS MATERIALS

11.1 **Landlord's Representations and Warranties**. Except as identified by Landlord in writing to Tenant as known environmental conditions prior to the execution of this Lease, Landlord makes no representation or warranty regarding the condition of the Premises or Property.

11.2 **No Use of Hazardous Materials on the Premises.** Tenant covenants and agrees that it shall not, and that it shall not permit any licensee to, treat, use, store, dispose, release, handle or otherwise manage Hazardous Materials on the Premises except in connection with any construction, operation, maintenance or repair of the Premises or in the ordinary course of its business, and that such conduct shall be done in compliance with all applicable federal, state and local laws and prior written notice to, and consent of, Landlord. Tenant's violation of the foregoing prohibition shall constitute a material breach hereunder and Tenant shall indemnify, hold harmless and defend the Landlord for such violation as provided below.

11.3 **Notice and Remediation by Tenant.** Tenant shall, within five (5) days of such occurrence or immediately in cases of imminent threat of injury to life or property, notify Landlord of any significant release of any Hazardous Materials, and/or any notices, demands, claims or orders received by Tenant from any governmental agency pertaining to Hazardous Materials which may affect the Property. Tenant's breach of the above shall be deemed a material default under the terms of this Lease giving rise to Landlord's right, in its sole discretion, to terminate this Lease.

11.4 **Environmental Indemnity by Tenant.** Tenant hereby agrees to hold harmless, defend and indemnify Landlord and its employees, members and officials from and against all liability, loss, damage, costs, penalties, fines and/or expenses (including attorney's fees and court costs) arising out of or in any way connected with (a) Tenant's breach or violation of any covenant, prohibition or warranty in this Lease concerning Hazardous Materials, or (b) the activities, acts or omissions of Tenant, its employees, contractors or agents on or affecting the Premises from and after the Possession Date, including but not limited to the release of any Hazardous Materials or other kinds of contamination or pollutants of any kind into the air, soil, groundwater or surface water on, in, under or from the Premises whether such condition, liability, loss, damage, cost, penalty, fine and/or expense shall accrue or be discovered before or after the termination of this Lease . This indemnification supplements and in no way limits the scope of the indemnification set forth in Article 7.**Release by Tenant.** Tenant waives, releases, acquits and forever discharges Landlord and its employees, members and officials or any other person acting on behalf of Landlord, of and from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses, or compensation (collectively

"Claims") whatsoever including, but not limited to, all Claims at common law, whether direct or indirect, known or unknown, foreseen or unforeseen, which Tenant has as of the Possession Date on account of or in any way growing out of or in connection with any Hazardous Materials or other conditions on, in, under, from, or affecting the Premises, or any law or regulation applicable thereto. Tenant is hereby subrogated to any and all rights possessed by Landlord against third parties with respect to said Claims.

11.5 **Environmental Indemnity by Landlord.** Landlord hereby agrees to hold harmless, defend and indemnify Tenant and its employees, members, officers, directors, and agents from and against all liability, loss, damage, costs, penalties, fines and/or expenses (including attorney's fees and court costs) arising out of or in any way connected with the activities, acts or omissions of persons or entities other than Tenant, its employees, contractors or agents on or affecting the Premises, including but not limited to the release of any Hazardous Materials or other kinds of contamination or pollutants of any kind into the air, soil, groundwater or surface water on, in, under or from the Premises whether such condition, liability, loss, damage, cost, penalty, fine and/or expense shall accrue or be discovered before or after the termination of this Lease.

11.6 **Release by Landlord.** Landlord waives, releases, acquits and forever discharges Tenant and its employees, members, officers, directors, agents, or any other person acting on behalf of Tenant, of and from any and all Claims whatsoever including, but not limited to, all Claims at common law, whether direct or indirect, known or unknown, foreseen or unforeseen, which Landlord had as of the Possession Date on account of or in any way growing out of or in connection with any Hazardous Materials or other conditions on, in, under, from, or affecting the Premises, or any law or regulation applicable thereto.

11.7 **Termination.** The agreements and obligations of the Parties under this Article 11 with regard to indemnification of Landlord or Tenant shall survive the scheduled termination or sooner expiration of the Term for any reason, for five (5) years and all claims relating thereto must be delivered in writing to Landlord or Tenant, as the case may be, within such period.

12 REPRESENTATIONS AND WARRANTIES

12.1 **Landlord's Representations and Warranties.** Landlord represents and warrants to Tenant that:

12.1.1 Landlord has full right and authority to grant the estate and the other rights demised herein and to execute and perform all of the terms and conditions of this Lease.

12.1.2 Tenant, upon performing and complying with all covenants, agreements, terms and conditions of this Lease to be performed or complied with by it, shall peaceably and quietly have, hold and enjoy the full possession and use of the Premises and the easements, rights-of-way, rights, privileges, benefits and appurtenances belonging thereto throughout the Term.

12.1.3 Landlord has the power and authority to enter into this Lease and perform all the obligations of Landlord hereunder.

12.2 **Tenant's Representations and Warranties.** Tenant represents and warrants to Landlord that:

12.2.1 Tenant has examined the Premises and accepts the Premises in its "as is" condition.

12.2.2 Tenant acknowledges that Landlord has not made any representations or warranties regarding the condition of the Premises, or its suitability for the use of the Premises contemplated by this Lease.

12.2.3 Tenant has the right, power and authority to enter into this Lease and to perform all the obligations of Tenant hereunder.

12.2.4 Tenant shall notify Landlord if it effects any organizational change to its structure or operations at least

60 days in advance of the effective date of the same.

13 EVENTS OF DEFAULT; REMEDIES

13.1 **Events of Default.** Any one or all of the following events after thirty (30) days written notice to Tenant, unless a shorter period is specified, shall constitute an Event of Default hereunder:

13.1.1 The default in the payment of any Annual Rent, Additional Rent, Annual Contribution, or other charges by Tenant when and as the same becomes due and payable and such default continues for more than ten (10) days after Landlord gives written notice thereof to Tenant; or

13.1.2 The abandonment or vacation of the Premises by Tenant; or

13.1.3 Tenant files for a voluntary petition under the U.S. Bankruptcy Code; an involuntary petition has been filed against Tenant under the Bankruptcy Code; the lease has been rejected, or is deemed rejected, under 11 USC §365, following the filing of a voluntary petition by Tenant under the Bankruptcy Code, or the filing of an involuntary petition against Tenant under the Bankruptcy Code;

13.1.4 Tenant is placed into receivership or conservatorship, or becomes subject to similar proceedings under federal or state law;

13.1.5 Tenant executes an assignment for the benefit of creditors or seeks or consents to dissolution; or

13.1.6 The default in Tenant's performance of or compliance with any other material term, covenant or condition of this Lease where Tenant fails to cure such default within thirty (30) days or Tenant fails to use reasonable diligence in curing a default where it is of such character as to require more than thirty (30) days to cure.

13.2 Remedies.

13.2.1 If an Event of Default shall occur and continue as aforesaid, then in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the immediate option to terminate this Lease and bring suit against Tenant and recover as an award in such suit the following:

(i) the worth at the time of award of the unpaid moneys, charges, and all other sums due hereunder which had been earned at the time of termination;

(ii) the worth at the time of award of the amount by which the unpaid Rent, Annual Contribution and all other sums due hereunder which would have been earned after termination until the time of award exceeds the amount of such monetary loss that Tenant proves could have been reasonably avoided;

(iii) the worth at the time of award of the amount by which the unpaid Rent, Annual Contribution and all other sums due hereunder for the balance of the Term after termination exceeds the amount of such rental loss that Tenant proves could be reasonably avoided;

(iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things could be likely to result therefrom; and

(v) such amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable California law.

13.2.2 If an Event of Default occurs, Landlord shall also have the right, with or without terminating this Lease, to reenter the Premises and remove all persons and property from the Premises; and property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant.

13.2.3 If an Event of Default occurs, Landlord shall also have the right, with or without terminating this Lease, to relet the Premises. If Landlord so elects to exercise its right to relet the Premises without terminating this Lease, then rentals received by Landlord from such reletting shall be applied: First, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; Second, to the payment of any cost of such reletting; Third, to the payment of the cost of any alterations and repairs to the Premises; Fourth, to the payment of Rent due and unpaid hereunder; and Fifth, the residue, if any, shall be held by Landlord and applied in payment of future Rent as the same may become due and payable hereunder. Should the amount of rental received from such reletting during any month which is applied to the payment of indebtedness hereunder (e.g., Annual Contribution pro-rated as a monthly charge) be less than that agreed to be paid during that month by Tenant hereunder, then Tenant shall pay such deficiency to Landlord immediately upon demand therefor by Landlord. Such deficiency shall be calculated and paid monthly. Tenant shall also pay to Landlord, as soon as ascertained, any costs and expenses incurred by Landlord in such reletting or in making alterations and repairs not covered by the rentals received from such reletting.

13.2.4 No reentry or taking possession of the Premises by Landlord pursuant to this Lease shall be construed as an election to terminate this Lease unless a written notice of such intention is given to Tenant or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any reletting without termination by Tenant because of any default by Tenant, Landlord may at any time after such reletting elect to terminate this Lease for any such default.

13.3 **Receipt of Rent, No Waiver of Default.** The receipt by Landlord of the Rents or any other charges due to Landlord, with knowledge of any breach of this Lease by Tenant or of any default on the part of Tenant in the observance or performance of any of the conditions or covenants of this Lease, shall not be deemed to be a waiver of any provisions of this Lease. No acceptance by Landlord of a lesser sum than the Rents or any other amounts then due shall be deemed to be other than on account of the earliest installment of the Rents or other charges due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment of Rent or charges due be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy provided in this Lease. The receipt by Landlord of any Rent or any other sum of money or any other consideration paid by Tenant after the termination of this Lease, or after giving by Landlord of any notice hereunder to effect such termination, shall not, except as otherwise expressly set forth in this Lease, reinstate, continue, or extend the Term of this Lease, or destroy, or in any manner impair the efficacy of any such notice of termination as may have been given hereunder by Landlord to Tenant prior to the receipt of any such sum of money or other consideration, unless so agreed to in writing and signed by Landlord. Neither acceptance of the keys nor any other act or thing done by Landlord or by its agents or employees during the Term shall be deemed to be an acceptance of a surrender of the Premises, excepting only an agreement in writing signed by Landlord accepting or agreeing to accept such a surrender.

13.4 **Effect on Indemnification.** Notwithstanding the foregoing, nothing contained in this Article shall be construed to limit Landlord's right to indemnification as otherwise provided in this Lease.

13.5 **Notice of Landlord's Default; Tenant's Waiver.** Landlord shall not be considered to be in default under this Lease unless (a) Tenant has given notice specifying the default and (b) Landlord has failed for thirty (30) days to cure the default, if it is curable, or to institute and diligently pursue reasonable corrective or ameliorative acts for noncurable defaults. Tenant waives any right to terminate this Lease and to vacate the Premises on Landlord's default under this Lease. Tenant's sole remedy on Landlord's default is an action for damages or injunctive or declaratory relief.

14 ENTRY BY LANDLORD

14.1 **Right of Entry.** Landlord and its respective authorized representatives shall have the right to enter the Premises at all reasonable times and upon reasonable notice for the purpose of inspecting the same and to take all such action thereon as may be necessary or appropriate for any such purpose provided for under this Lease or any other lawful purpose including protecting the Premises or showing the Property to prospective purchasers or tenants (but nothing contained in this Lease shall create or imply any duty on the part of Landlord to make any such inspection or to do any such work). No such entry shall constitute an eviction of Tenant.

15 PARKING AND STORAGE OF PERSONAL PROPERTY

15.1 **Parking.** Tenant and its invited guests and licensees shall be entitled to use the Property's vehicle parking spaces upon which the Property is located on a shared basis with the general public. There are no parking spaces reserved for the exclusive use of Tenant or Tenant's invitees.

15.2 **Storage of Personal Property.** Tenant shall store on the Premises only personal property that Tenant owns and shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other dangerous or hazardous material.

15.3 **Signs.** Tenant may place on the Premises ordinary business signs consistent with applicable law, provided that Tenant and Landlord shall jointly process approvals for such signs and provided further that Landlord shall pay or waive the applicable City fees associated with such signage permit.

16 SUBMISSION OF ANNUAL FINANCIAL STATEMENTS.

16.1 **Financial Statement.** Tenant agrees to submit annually to Landlord an annual financial statement of the Friends of the Carpinteria Public Library, a non-profit California corporation.

17 REPAIRS AND MAINTENANCE

17.1 **Responsibilities.** Landlord shall professionally maintain the Premises including janitorial service, heating, air conditioning, electrical, plumbing and water systems, if any, and keep glass, windows and doors in operable and safe condition. Landlord shall maintain the roof, foundation, exterior walls and common areas. All damage or injury done to the Premises or Property by the Tenant or by any person who may be in or upon the Premises or Property with the Tenant's consent or invitation or by the Tenant's failure to properly secure the Premises or Property shall be paid for by the Tenant.

18 DEFINITIONS

18.1 "Extended Term" shall mean the one-year time period commencing on the date of expiration of the Term and resulting from Landlord's acceptance of Tenant's request to extend the Term of this Lease as described in more detail in section 3.2.

18.2 "Hazardous Materials" shall mean any substance or material defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "extremely hazardous waste", "acutely hazardous waste", "restricted hazardous waste", "toxic substances" or "known to cause cancer or reproductive toxicity" (or words of similar import), petroleum products (including crude oil or any fraction thereof) or any chemical substance or material which is prohibited, limited or regulated under any federal, state or local law, ordinance, regulation, order, permit, license, decree, common law or treaty regulating, relating to or imposing liability or standards concerning materials or substances known or suspected to be toxic or hazardous to health and safety, the environment or natural resources..

18.3 "Initial Term" is agreed to be July 1, 2023 until and including June 30, 2028.

18.4 "Landlord's Interest" shall mean its fee interest in the Property and its interest in this Lease, or any part thereof.

18.5 "Possession Date" is agreed to be June 2009.

18.6 "Rent" refers to the Monthly Rent and Additional Rent and any other amounts due the Landlord under this Lease unless the context clearly manifests a different intent.

18.7 "Term" shall mean the Initial Term and each of the Extended Terms described in Article 3, unless otherwise specifically provided herein.

19 GENERAL PROVISIONS

19.1 **Notices.** All notices and other communications hereunder shall be in writing, personally delivered or sent by first class registered or certified United States mail, postage prepaid, and shall be deemed to have been given at the time of actual delivery or two (2) days after the day of mailing, addressed: (a) if to Landlord: Carpinteria City Hall, Attn: City Manager, 5775 Carpinteria Ave, Carpinteria, CA 93013, ; and (b) if to Tenant: Friends of the Carpinteria Community Library, Attn: Chair, 5103 Carpinteria Avenue, Carpinteria, CA 93013. Change in the names or addresses of persons to whom notices are to be given may be made by giving Notice in the manner prescribed in this section.

19.2 **Successors.** All of the rights and obligations of the Parties under this Lease shall bind and inure to the benefit of the respective heirs, personal representatives, successors, grantees and assigns of the Parties and the restrictions, covenants and obligations pertaining to the Premises shall run with the land and shall continue until this Lease is terminated or expires.

19.3 **No Third Party Beneficiary.** This Lease shall not be construed to be an agreement for the benefit of any third party or parties, and no third party shall have any claim or right of action under this Lease.

19.4 Mediation and Arbitration.

19.4.1 **Mediation.** Except as otherwise provided herein, any controversy, claim, or dispute arising out of or related to this Lease or the interpretation, performance, or alleged breach of this Lease (a **"Dispute")** shall be resolved according to the procedures set forth in this paragraph, which shall constitute the sole dispute resolution mechanism under this Lease. In the event that the Parties are unable to resolve any Dispute after meeting and attempting in good faith to reach a negotiated resolution, such Dispute(s) shall first be mediated by a retired judge or justice of a court or by a trained and qualified mediator mutually agreeable to the Parties. If the Parties are unable to agree upon a mediator, either Party may apply to a licensed mediation service for the appointment of a mediator from a panel of retired judges or justices or other trained and qualified mediators. Upon the appointment of a mediator, the Parties thereafter shall submit their Dispute to mediation and engage in the mediation process fully and in good faith. The cost of Mediation shall be shared equally by the Parties.

19.4.2 **Arbitration.** Except as otherwise provided herein, if the Parties are unable to resolve one or more Dispute(s) by mediation, then either Party may initiate arbitration of such Dispute(s). The arbitration shall be initiated and conducted according to the Commercial Arbitration Rules of a reputable and qualified arbitration service, including rules that allow an Appeal (the **"Arbitration Rules"**). The arbitration shall be conducted at a mutually agreeable location before a single neutral arbitrator appointed in accordance with the Arbitration Rules, except that the Parties shall be entitled to undertake discovery in the arbitration in accordance with the statutory provisions and rules applicable, as of the date of the first Arbitration Notice, to discovery in civil actions before a Court with jurisdiction over

the Parties and the subject matter. The arbitrator shall have the authority to hear and rule upon all discovery motions and, in connection therewith, to award sanctions as appropriate in accordance with the then-prevailing law. Any appeal shall be heard and decided by a panel of three neutral arbitrators. The neutral arbitrator and the members of any Appeal Panel shall be California-licensed attorneys or retired judges or justices of any state or federal court. In all their substantive (as opposed to procedural or discovery-related) rulings, the arbitrator and Appeal Panel shall apply California law. If either party refuses to perform any or all of its obligations under the final arbitration award (following appeal, if applicable) within thirty (30) days of such award being rendered, then the other Party may enforce the final award in any court of competent jurisdiction. The cost of Arbitration shall be borne equally by the Parties.

19.4.3 **Exclusions from Mediation and Arbitration.** The following matters are excluded from mediation and arbitration hereunder: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action, (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.

19.5 **Attorney's Fees.** In any action for any relief, declaratory or otherwise, to enforce the terms hereof or to declare rights hereunder (collectively, an **"Action"),** each party shall bear its own attorney's fees.

19.6 **Integration.** This Lease, and the exhibits attached hereto, constitute the entire agreement between and final expression of the parties, and there are no agreements or representations between the parties except as expressed herein or therein. All prior negotiations and agreements between Landlord and Tenant with respect to the subject matter hereof are superseded by this Lease. Except as otherwise provided herein, no subsequent change or addition to this Lease shall be binding unless in writing and signed by the parties hereto.

19.7 **No Waiver By Landlord.** To the extent permitted by applicable law, no failure by Landlord to insist upon the strict performance of any term hereof or to exercise any right, power or remedy consequent upon a default under this Lease, and no acceptance of Rent during the continuance of any such default, shall constitute a waiver of any such default or of any such term. No waiver of any default shall affect or alter this Lease, which shall continue in full force and effect, or the rights of Landlord with respect to any other then existing or subsequent default.

19.8 **Amendment.** This Lease can be modified, supplemented, amended or rescinded only by a writing expressly referring to this Lease and signed by Landlord and Tenant.

19.9 **Severability; Consent.** If any term of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such term shall not be affected thereby. Unless otherwise expressly provided herein, any approval or consent of Landlord required hereunder shall not be unreasonably withheld or delayed. This Lease shall be binding upon and inure to the benefit of and be enforceable by the respective successors of the parties hereto. The headings in this Lease are for purposes of reference only and shall not limit or define the meaning hereof. This Lease may be executed in any number of counterparts, each of which shall be an original, but all of which shall together constitute one and the same instrument.

19.10 **Accessibility Disclosure Pursuant to California Civil Code Section 1938.** The Premises and Common Areas have been inspected by a Certified Access Specialist (CASp), and Tenant has reviewed or waived review of the CASp inspection report. The parties acknowledge that the Premises and Common Area do not currently meet all accessibility standards.

19.11 **Holding Over – Consensual.** In the event Tenant shall holdover or remain in possession of the Premises with the written consent of Landlord after the expiration of the Term of this Lease, such holding over or continued possession shall create a tenancy for month to month only, upon the same terms and conditions as are herein set forth and in effect the last month prior to the expiration of the Term of this Lease.

19.12 **Holding Over – Non-Consensual.** If Tenant remains in possession of the Premises or any part thereof after the expiration of Tenant's term or earlier termination of this Lease without the express written consent of Landlord, such occupancy shall be a tenancy at sufferance and Tenant must pay as rent during the holdover period in an amount equal to fair market rent (as reasonably determined by Landlord) for the Premises, plus all other charges payable hereunder under the terms of this Lease.

19.13 Nothing in Sections 19.11 and 19.12 may be construed as implied consent by Landlord to any holding over by Tenant and will not be considered to limit or constitute a waiver of any other rights or remedies of Landlord provided in this Lease or at law.**Warranty Against Payment of Consideration.** Tenant warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Lease.

19.14 **Non-liability of Landlord Officials and Employees; Non-liability of Members.** No member, official or employee of Landlord shall be personally liable to Tenant, or any successor in interest, in the event of any default or breach by Landlord or for any amount which may become due to Tenant or its successor or on any obligations under the terms of this Lease.

19.15 **Remedies Cumulative.** The various rights, options, elections and remedies of Landlord contained in this Lease shall be cumulative and no one of them shall be construed as exclusive of any other, or of any right, priority or remedy allowed or provided for by law and not expressly waived in this Lease.

19.16 **Time of the Essence.** Time is of the essence of this Lease and all of the terms, provisions, covenants and conditions hereof.

19.17 **Controlling and Venue Law.** The terms of this Lease shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of Santa Barbara County.

19.18 **Covenants.** Whenever in this Lease any words of obligation or duty are used in connection with either Party, such words shall have the same force and effect as though framed in the form of express covenants on the part of the Party obligated.

19.19 **Joint and Several Liability.** In the event either Party hereto now or hereafter shall consist of more than one person, firm or corporation, then and in such event all such persons, firms or corporations shall be jointly and severally liable as parties hereunder.

19.20 **Recitals.** The Recitals are true and correct as of the date hereof and are incorporated into the terms and conditions of this Lease.

19.21 **Attachments.** All attachments and exhibits referred to in this Lease are attached to and incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the dates written below.

Landlord: **THE CITY OF CARPINTERIA,** a California municipal corporation

By:_____

Its:_____

Tenant: **FRIENDS OF THE CARPINTERIA PUBLIC LIBRARY**, a nonprofit California corporation

By:_____
Its:_____

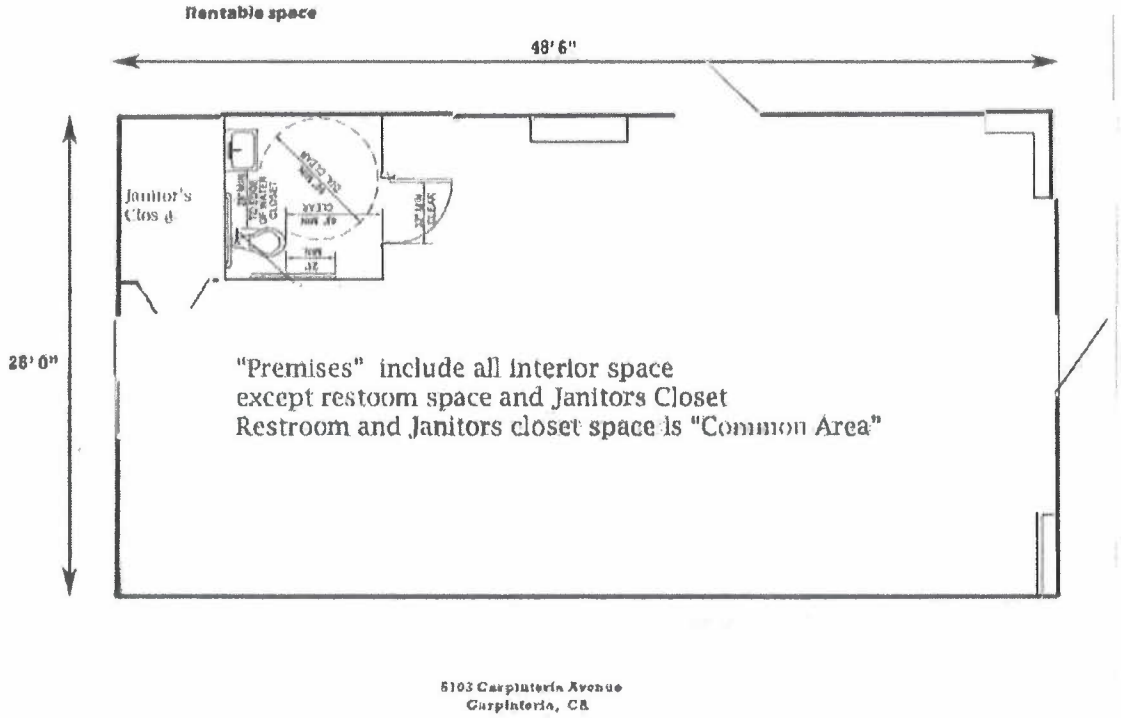
APPROVED AS TO FORM:

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

Attachments:
Exhibit A: Premises
Exhibit B: Payment Schedule
Exhibit C: Tenant's Certificate of Insurance

Exhibit A

Premises



Drawing not to scale

"Common Area" also includes Seaside Park

Exhibit B

Payment and Payment Schedule

I. Rent. Tenant shall pay Annual Rent in the amount of $1.00/year, due on July 1 of each year during the Term of the Lease Agreement.

II. Annual Contribution. Tenant shall pay City $50,000 as a minimum annual contribution, pursuant to the terms and conditions of this Agreement.

Payment Schedule: Upon execution of this Agreement, Tenant shall pay City in accordance with the following quarterly schedule:

A. 1th Quarter payment - $12,500 on July 1

B. 2nd Quarter payment - $12,500 on October 1

C. 3rd Quarter payment - $12,500 on January 1

D. 4th Quarter payment - $12,500 on April 1

E. Payment of any additional funds that surpass the minimum annual contribution of $50,000 shall be payable by June 30.

III. Payment. Rent and Annual Contribution payments shall be made by check, payable to the City of Carpinteria, Attn: Accounts Payable, 5775 Carpinteria Ave., Carpinteria, California, 93013.

Exhibit C

Tenant's Certificate of Insurance

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
September 25, 2023

ITEM FOR COUNCIL CONSIDERATION

Harbor Seal Advisory Committee Recommendations, with Carpinteria Open Space Management Advisory Board input and recommendations, and related actions.

STAFF RECOMMENDATION

Receive the recommendations from these City advisory groups and direct staff to take related actions, as it determines appropriate.

Sample Motion: I move to direct staff to take and/or initiate actions as described: *(insert recommended actions here, including those items that should be included in the 2024 Work Plan).*

BACKGROUND

On July 10, 2023, the Carpinteria City Council received and filed the Harbor Seal Rookery Report. The Harbor Seal Rookery Report is a comprehensive document that assesses the current state of the Carpinteria Harbor Seal Rookery and provides recommendations for its future management.

The City Council considered the Harbor Seal Advisory Committee (HSAC) recommendations in July 2023 and directed staff to forward the report to the Carpinteria Open Space Management Advisory Board (COSMAB) for review of matters within its purview. The City Council requested to bring the item back at a later date in order to take into consideration any recommendations of the COSMAB before it takes any further action on the matter.

The purpose of this agenda matter is to bring back the recommendations of the Harbor Seal Adivosry Committee, report out on the COSMAB recommendations, and provide options for a new Harbor Seal Advisory Committee.

DISCUSSION

Carpinteria Open Space Management Board Recommendations

On August 3, 2023, COSMAB reviewed the Harbor Seal Rookery Report (Report) and made a motion to provide the following recommendations to the Council:

1. Harbor Seal Sign Program. Placement of directional, advisory and/or interpretive signs on Harbor Seals would be located on public areas under the purview of the COSMAB and, therefore, it felt it should retain authority to make recommendations concerning such signs. Further, signs proposed in certain locations, such as the Bluffs Nature Preserve, would be subject to conservation easement restrictions that the COSMAB is familiar with and assists the City concerning compliance.
2. Public lands acquisition. The COSMAB assists the City, in part, in determining strategic acquisitions appropriate to support the City's open space network to the benefit of environmentally sensitive habitat areas and public access. As such, COSMAB recommends that any land acquisition related to the Harbor Seal area receive review and recommendation of the COSMAB.
3. Marine Protected Area (MPA). Similar to the above, the COSMAB recommends it have to opportunity to make recommendations concerning potential establishment of a multi-jurisdictional MPA along the Carpinteria coast.
4. Committee Continuation. COSMAB supports continuing/reforming a Harbor Seal Advisory Committee.
5. Urgency. In light of declining Harbor Seal numbers, the COSMAB recommends these matters continue to be given urgency in order to accomplish whatever feasible protective measures can be implemented in the near future.

Harbor Seal Advisory Committee Recommendations

The recommendations included in the Harbor Seal Rookery Report require varying degrees of effort, technical expertise, and financial commitment. Staff has organized the Harbor Seal Rookery Report recommendations into phases based on time frames in which the work can realistically be accomplished. Those items that could be accomplished in the 2023-2024 fiscal year (FY) are included in Phase I. Recommendations that would require more resources, and engaging in partnerships with other groups with more technical expertise, are categorized into Phase II & Phase III. This approach will allow City Council to select and prioritize recommendations based on their urgency, feasibility, and cost.

Phase I – Short Term *This item is considered a lower level of difficulty and could be accomplished in the 2023-2024 FY*

Educational & Regulatory Recommendations

1. **Adopt a Unified Sign Program**: This recommendation includes updating the annual signs that are posted along the beach, as well as developing a comprehensive sign program along the Coastal Vista Trail, including the following types of signs:

- Wayfinding: Signs that direct people to the Harbor Seal Rookery Overlook;
- Advisory: Provides Guidance on how NOT to disturb marine mammals;
- Regulatory: Local, State, Federal Regulations (Marine Mammal Protection Act, Beach Closure); and,
- Interpretive: Informational panels with detailed education similar to those that are installed throughout the parks system at locations such as the Carpinteria Salt Marsh Park and along the Palm to Linden portion of the Carpinteria Coastal Vista Trail.

Updates to existing signs could be accomplished in the near term, while a formal sign program, including permitting and Architectural Review Board Review, would take longer. This item is considered a lower level of difficulty and could be accomplished in the 2023-2024 Fiscal Year (FY)

2. **Consider Formalizing the City's Involvement in Seal Watch**:
This recommendation includes two separate items. Option a. could be accomplished in the near future, and the second option falls under Phase III.

a. Volunteer Coordination: The City takes active role in recruiting volunteers, but Seal Watch remains an independent organization,

Phase II – Mid Term (Beyond FY 2023-2024) *Items in this category selected would be included in the 2024 Work Plan.*

Educational & Regulatory Recommendations

1. **Create an Education Outreach Program**: This recommendation includes updating existing outreach materials, as well as creating a webpage for the Harbor Seal Rookery, which could include videos for visitors, information about Marine Mammal Protection Act, as well as a donation link to fund ongoing activities related to the Harbor Seal Rookery.

2. **Purchase and Install a Wildlife Viewing Camera**: Installing a wildlife camera for remote viewing of the Harbor Seal Rookery has multiple educational benefits, including increasing awareness about the Rookery, and could be paid for with a donation link directly on the webpage the camera is accessed. The popularity of wildlife viewing cameras like that for viewing nesting bald eagles in the Channel Islands National Park attest to the popularity of wildlife viewing cameras. This recommendation also could provide some research benefits.

Phase III – Long Term (*These are multi-year items that would require a greater level of effort, and could be initiated in the 2024 Work Plan.*

Legislative Recommendations

1. Update the Carpinteria Municipal Code to be more protective of the harbor seals and/or reflect the provisions of the Marine Mammal Protection Act.

2. Extend the timing or length of the existing beach closure by as little as one month and up to year-round to offer further protections to the haul-out area.

3. Seek greater Resource Agency regulatory protection for the rookery and nearshore area, including placing limits on recreational activities such as paddle boarding and kayaking.

4. Establish a Marine Protected Area (MPA): An MPA is a section of the ocean where a government has placed limits on human activity. Limitations would apply to certain types of recreation, scientific study, and industrial activities.

These recommendations would enact changes to the usage of the beach and immediate offshore areas of the Harbor Seal Rookery, making those changes legally enforceable. Any changes to existing access would require approval from the Coastal Commission. Staff recommends any legislative actions that are selected for further work be incorporated into the 2024 Work Plan, as legislative actions would require a greater level of commitment from staff and should be prioritized through the annual Work Plan.

Educational & Regulatory Recommendations

1. **Institute a Training Program**: This recommendation could be a collaborative effort with Seal Watch, the volunteer group that currently conducts Harbor Seal counts and provides information to visitor, as well as the Carpinteria State Beach Park Rangers, enforcement staff, and others who might have oversight/interaction with Rookery.

2. **Public Land Acquisition**: Pursuing an easement or public ownership of the blufftop above the Harbor Seal Rookery would allow incorporation of site into the City's public trail system, increase public safety and the ability to conduct routine trail maintenance, and could provide a possible location for web-based wildlife viewing camera.

3. **Explore Collaborative Opportunities with Other Local Entities**: This could include partnerships with the California State Parks, Carpinteria Unified School District, and Channel Islands Marine and Wildlife Institute. By partnering with other local agencies, the City could explore opportunities such as optimizing the Harbor Seal Rookery information at Carpinteria State Beach Park interpretive

center and greater distribution of educational materials for visitors to reduce disturbances.

4. **Consider Formalizing the City's Involvement in Seal Watch**:
   This recommendation includes two separate items, one of which is considered under Phase I
   a. The City leads and facilitates Seal Watch. Seal Watch becomes a program of the City of Carpinteria, with authority falling under a selected City Department.

5. **Pursue Possible Research Partnerships**: Explore possible research opportunities in partnership with a UC, CSU, community colleges, and others to promote and fund Carpinteria rookery research.

This item would require other agencies to act as the lead and is considered collaborative in nature. Council could direct staff to inquire if there is interest to partner on research opportunities.

The above recommendations require varying degrees or effort and financial commitment, and the recommendations selected would require additional staff and budget resources.

Harbor Seal Advisory Committee Reformation

There are several options available to Council for moving forward with the Harbor Seal Advisory Committee, as detailed below.

How to determine the scope of work, expected outcome(s), schedule: The Council may be very specific, assigning the committee with specific tasks and asking for specific outcomes, e.g., a report or recommendation, within a specified time frame. Alternatively, the Council may outline the issues and concerns for the committee but allow the committee itself to determine its scope of work and work products, and even its schedule to accomplish the work.

How to form the Committee: The Council may take applications and make appointments much the same way it handles other appointments to Boards and Commissions, i.e., with nomination by the Mayor and advice and consent of the City Council. Alternatively, each Council member could nominate members for consideration by the Council. Formation of any committee would be accomplished through consideration and approval of a resolution at a future City Council meeting.

Make-up and size of the Committee: The Council may choose members for the committee that have a particular expertise in the subject matter (i.e., harbor seals), may be stakeholders such as representatives of the adjacent private property owners and/or beach and ocean users, or may simply be interested members of the community, or any combination thereof. The committee may be as small as two members or much larger. Staff believes that a manageable committee size is five or seven.

City Resources/Support: What support the Council wishes to provide the Committee should be specified. A committee can operate entirely independent of City representatives, including staff. Alternatively, the City Council could assign Councilmember(s) or other appointed official(s), and/or request that staff be assigned to provide administrative support and expertise to assist the committee in its work.

Staff recommends selecting one of the options detailed below for the reformation of the Harbor Seal Advisory Committee.

Ad Hoc Council Committee
In this approach, the City Council would select one or two City Council members to form a temporary ad hoc committee on the proposed purpose statement. The ad hoc Committee would not be subject to the Brown Act open meeting rules, unless it added additional members or engaged in specific Working Group meetings. These committees can have a small format (one or two councilmembers and up to five other members) or a large format. The Harbor Seal Advisory Committee that sunset in June 2023 was an ad hoc committee made up of two councilmembers and seven members of the public, a large format model. If the City Council elects to have five or more members, the Committee would be subject to the regular Brown Act public meeting rules. If Council selects this option, staff recommends selecting a small committee format.

Ad Hoc Advisory Committee:
In this approach, Council would either appoint of recruit members. These could be members of the public at large, or Council could select members based on technical qualification related to the recommendations provided above. This type of committee is similar to the Bluffs Advisory Committee, prior to the formation of COSMAB.

Staff recommends that Council direct staff further for implementation of the selected recommendations, as well as the format for re-establishing a Harbor Seal Advisory Committee. This committee would be responsible for ushering forward any of the recommendations selected, with the exception of those where COSMAB has oversight. In those areas where COSMAB has an interest or oversight, it is recommended that the committees work together to come to a consensus.

POLICY CONSISTENCY

The proposed recommendations are consistent with Carpinteria General Plan Objective OSC-5. Protect the Harbor Seal Hauling Ground from human disturbance.

FINANCIAL CONSIDERATIONS

Any recommendations selected would require further financial analysis for both staff time and any additional budgetary needs.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The City Attorney has reviewed the Carpinteria Harbor Seal Rookery Report and has no exceptions.

OPTIONS

1. The City Council could direct staff further for selected recommendations.
2. The City Council could choose not to approve the recommendation and provide further direction to staff.

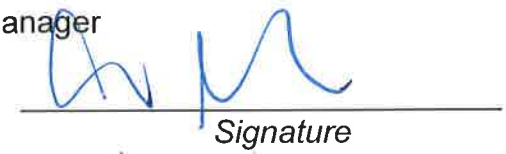
ATTACHMENTS

Attachment A: Carpinteria Harbor Seal Rookery Report
Attachment B: COSMAB 8/3/23 Special Meeting Minutes

Staff contact: Aida Thau, Management Analyst II
(805) 755-4432, aidat@carpitneriaca.gov

Signature

Staff contact: Erin Maker, Environmental Program Manager
(805) 880-3415, erinm@carpitneriaca.gov



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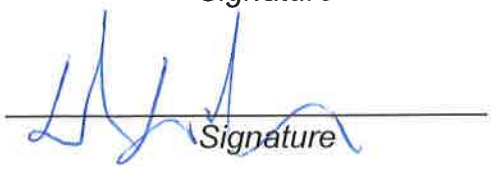
Reviewed by: Dave Durflinger, City Manager
(805) 755-4400, daved@carpinteriaca.gov



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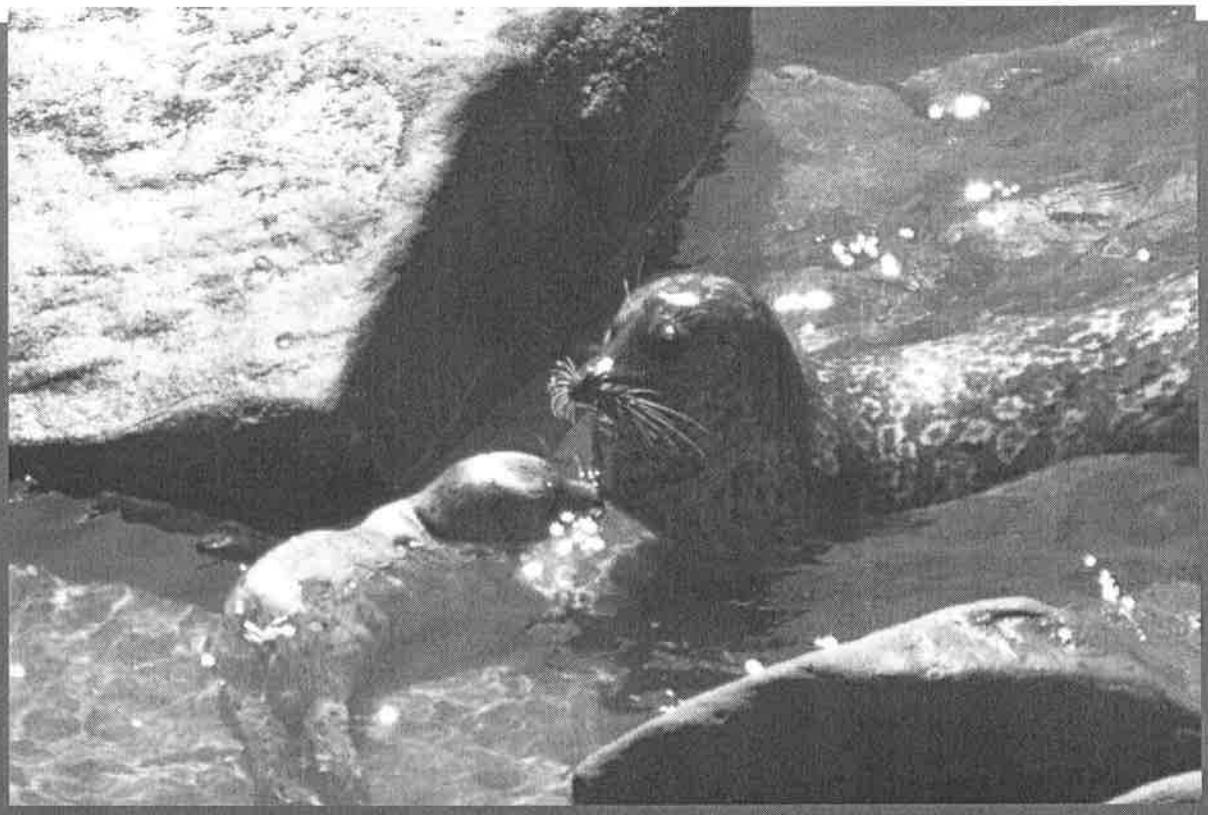
ATTACHMENT A
Carpinteria Harbor Seal Rookery Report



Carpinteria Harbor Seal Rookery Report

JULY, 2023

Prepared under the direction of the
Ad Hoc Harbor Seal Advisory Committee

CITY OF CARPINTERIA

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Introduction

The Carpinteria shore is a picturesque coastal gem known for its natural beauty and relaxed atmosphere, Carpinteria Beach offers visitors and residents a delightful escape along the southern California coast. Stretching for miles, this sandy shoreline is framed by scenic bluffs and boasts stunning views of the Channel Island National Marine Sanctuary and the Pacific Ocean. The beach provides ample opportunities for leisurely walks, sunbathing, picnicking, and enjoying various water activities such as swimming, surfing, and fishing. Carpinteria Beach is also home to diverse wildlife, including shorebirds, seals, and dolphins, making it a haven for nature enthusiasts. The nearby Carpinteria Salt Marsh Reserve adds to the area's ecological significance, providing a habitat for numerous bird species and serving as a valuable ecosystem. The nearby Carpinteria Reef adds to the complex and environmentally rich setting. With its inviting atmosphere, natural wonders, and family-friendly amenities, Carpinteria Beach offers a serene coastal retreat and a place where visitors can connect with nature. However, the coast's popularity can conflict with the fragile nature of critical habitat for native plants and animals.

The Carpinteria Harbor Seal rookery is renowned for its large population of harbor seals who rely on the protected shoreline to rest, give birth to their young and to warm in the sun. This is an attractive destination for nature enthusiasts and wildlife photographers who appreciate the opportunity to observe these fascinating creatures in their natural habitat. Visitors are often captivated by the sight of adorable seal pups, which are born on the beach and spend their early days in the rookery. The Carpinteria Harbor Seal rookery serves as an important educational resource, offering opportunities for people to learn about the natural history and behaviors of harbor seals. Due to the popularity of coastal access in this area, establishing management tactics to keep the rookery and all coastal habitats vital is necessary to ensure the well-being of the seals. The purpose of this report is to look at various management tactics to protect the harbor seals from disturbances while allowing visitors to enjoy observing them while maintaining a safe distance from the animals.

Human activities can have both positive and negative impacts on Pacific harbor seal populations. On the positive side, conservation efforts and increased awareness have led to the protection and restoration of coastal habitats, creating safer environments for harbor seals to thrive. Measures such as the Marine Mammal Protection Act and habitat conservation plans have helped reduce direct harm to these animals. Additionally, educational initiatives and responsible wildlife viewing practices have fostered greater understanding and respect for harbor seals, reducing disturbance and promoting coexistence.

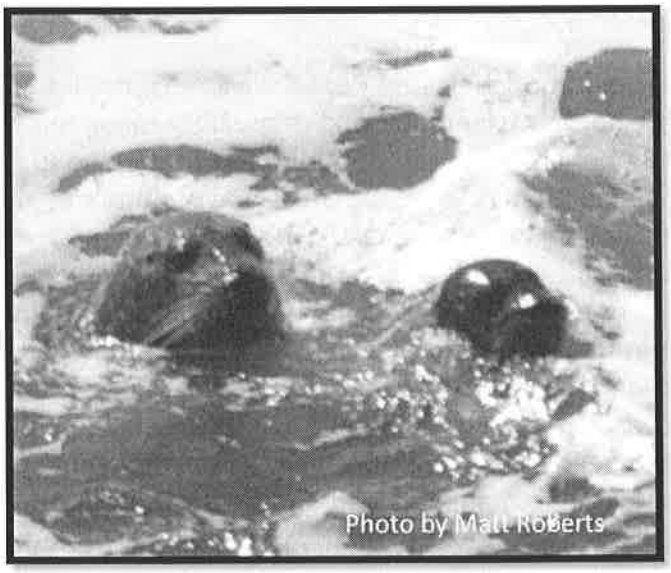
However, human activities also pose significant threats to Pacific harbor seals. Coastal development, pollution, and habitat degradation can disrupt their foraging grounds and haul-out sites, leading to habitat loss and fragmentation.

Noise pollution from marine traffic and construction can disturb seals, causing stress and interrupting their natural behavior. Fishing practices, such as bycatch and competition for prey, can impact their food availability and nutritional health.

Furthermore, human-wildlife interactions, such as disturbance from ocean water sports or close approaches by humans and dogs, can cause stress and potentially separate mothers and pups, impacting the reproductive success of the population. Pacific harbor seal pups are highly vulnerable to human disturbance, and it is crucial for us to be aware of the impact our actions can have on these young marine mammals.

Pacific harbor seal pups are born on rocky shorelines or sandy beaches along the Pacific coast, these pups are usually covered in soft, fluffy white or light-colored fur, which helps them blend into their surroundings and provides insulation in the cool waters. They are born with large, dark eyes and a sweet expression that endears them to both humans and other harbor seals. Pups rely entirely on their mothers for nourishment and protection during the first four to six weeks of their lives. They nurse on their mother's milk, which helps them grow rapidly and develop the necessary strength and blubber layer to survive in the cold ocean waters. During this critical period, the bond between the mother and pup is strong, with the mother providing constant care and guidance. Pacific harbor seal pups also spend significant time resting and basking on land, building up their strength before they venture into the water. These curious and playful pups are a joy to observe, and their presence serves as a reminder of the delicate balance of life in the coastal ecosystems they call home.

When seal pups are disturbed by humans, it can disrupt their natural behaviors and cause unnecessary stress and harm. Approaching too closely or making loud noises can startle the pups and cause them to become separated from their mothers, leading to abandonment and potential mortality. Additionally, direct interactions or attempts to touch or handle the pups can transmit diseases or disrupt their natural behaviors, ultimately impacting their survival. It is essential to maintain a respectful distance and observe harbor seal pups from afar, using binoculars or cameras to enjoy their presence without causing harm. By respecting their space and ensuring minimal disturbance, we can help protect and preserve these vulnerable animals and contribute to their overall well-being in their coastal habitats.



Keeping dogs out of the Pacific harbor seal rookery is of utmost importance for the well-being and conservation of these marine mammals. The rookery, where harbor seals give birth and raise their pups, is a critical area for their survival. Dogs, even when leashed or well-behaved, can cause significant stress and disturbance to the seals. The mere presence and scent of dogs can create anxiety and disrupt the natural behavior of

the seals, potentially leading to the separation of mothers and pups or the abandonment of pups altogether. Additionally, direct interactions between dogs and seals can be dangerous for both species. Dogs may chase, harass, or even harm the seals, while seals may perceive dogs as threats and act defensively. Furthermore, dogs can inadvertently introduce pathogens or diseases to the seal population, which can have devastating consequences for their health. Therefore, it is essential to respect and abide by regulations and signage that designate seal rookeries as off-limits to dogs, ensuring the safety, well-being, and conservation of the Pacific harbor seals.

Carpinteria Seal Watch Program

Seal Watch docents hold immense value in enriching the visitor experience and fostering a deeper appreciation for parks and natural areas. These dedicated volunteers serve as knowledgeable guides and interpreters, offering valuable insights into the history, ecology, and cultural significance of harbor seals . Seal Watch docents undergo training, enabling them to share their expertise with visitors. Their passion for the environment and commitment to conservation inspire and educate visitors of all ages, instilling a sense of stewardship and environmental awareness. Additionally, docents serve as valuable resources, offering guidance on rules, safety precautions, and responsible outdoor practices. Their presence enhances visitor satisfaction, encourages repeat visits, and promotes a sense of community involvement. Ultimately, docents play a vital role in preserving and protecting our natural and cultural heritage, ensuring that future generations can continue to enjoy and learn from these special places.

Pacific harbor seals and beach visitorship present a delicate balance that requires thoughtful consideration and respect for these marine mammals and their habitats. While beaches provide opportunities for people to enjoy the coastal environment, it is crucial to be mindful of the presence of harbor seals and the potential impact of human activities on their well-being. Seal haul-outs, where these seals rest and nurse their young, are critical areas for their survival and should be given a wide berth to minimize disturbance. Visitors should maintain a respectful distance, avoid making loud noises, and refrain from approaching seals or attempting to touch them. By being conscientious of these guidelines, beach visitors can coexist harmoniously with Pacific harbor seals, allowing them to carry out their natural behaviors undisturbed. Promoting education and awareness about the importance of maintaining a safe and peaceful environment for these marine mammals can ensure a positive and sustainable interaction between beachgoers and harbor seals, preserving the integrity of coastal ecosystems for future generations to enjoy.

The harbor seal committee was formed to investigate this fragile dynamic and meet XX times.

Recommendations

The Harbor Seal committee recommends the City Council pursue the following recommendations.

Legislative Actions

Update the Carpinteria Municipal Code to be more protective of the harbor seals and / or reflect the provisions of the Marine Mammal Protection Act

Carpinteria City can amend its municipal code to recognize the Marine Mammal Protection Act (MMPA). A Carpinteria City Ordinance could be adopted that makes a violation of the MMPA a violation of the City's Municipal Code. Municipalities have the authority to enact local ordinances and regulations to protect marine mammals within their jurisdiction, in addition to the federal protections provided by the MMPA. These local regulations may not be less restrictive than Federal or State laws, but could possibly be more restrictive.

The Marine Mammal Protection Act (MMPA) was enacted in October 1972 in partial response to growing concerns among scientists and the general public that certain species and populations of marine mammals were in danger of extinction or depletion as a result of human activities. The MMPA prohibits the "take" of marine mammals in U.S. waters and by U.S. citizens. This protection applies not only to harbor seals, but also to northern elephant seals, California and Steller sea lions, whales, porpoises, sea otters and other marine mammals.

Federal agencies such as the National Marine Fisheries Service (NMFS) and the U.S. Fish and Wildlife Service (USFWS) are primarily responsible for implementing and enforcing the act's provisions. The United States Coast Guard (USCG) may also enforce the MMPA. Their responsibilities include patrolling and monitoring coastal and offshore areas to detect and deter activities that may harm marine wildlife, such as illegal fishing, pollution, vessel strikes, or unlawful harassment. The USCG also conducts search and rescue operations for distressed marine animals and coordinates responses to environmental emergencies, such as oil spills or marine debris.

Fines for violations of the Marine Mammal Protection Act (MMPA) can vary depending on the nature and severity of the offense. The MMPA grants federal agencies the authority to assess penalties and enforce compliance. The fines can range from civil

penalties to criminal charges, depending on the circumstances. Civil penalties can amount to thousands of dollars per violation, with higher fines for intentional or repeat offenses. Criminal charges can lead to more substantial penalties, including fines and potential imprisonment. Additionally, violators may also face restitution or other legal actions aimed at remedying the harm caused to marine mammals or their habitats. It's important to note that the specific fines and penalties for MMPA violations are determined by the courts and can vary based on factors such as the species affected, the level of harm caused, and the intent behind the violation.

Carpinteria could establish a municipal code that aligns with the goals and provisions of the MMPA to provide additional safeguards for marine mammals in the local coastal areas. Such a code could include provisions related to the protection of marine mammal habitats, restrictions on activities that may disturb or harm marine mammals, and guidelines for responsible wildlife viewing practices.

The City's municipal code could outline specific regulations for activities such as boating, fishing, coastal development, and beach access to ensure that they are conducted in a manner that minimizes potential impacts on marine mammals and their habitats. It could also address issues such as noise pollution, vessel speed limits, and the use of certain equipment or practices that may harm or disrupt marine mammal populations.

According to Gov. Code § 53069.4(a)(1), a city is authorized to levy administrative fines for code violations. The Carpinteria City Council may, by ordinance, make any violation of any ordinance enacted by the local agency subject to an administrative fine or penalty. The administrative procedures to prosecute violations shall govern the imposition, enforcement, collection, and administrative review by the City of those administrative fines or penalties.

By implementing a municipal code tied to the MMPA, Carpinteria would demonstrate its commitment to marine mammal conservation and the sustainable use of its coastal resources. It would provide a local framework for protecting and preserving the diverse marine life that inhabits the area, contributing to the overall health of the marine ecosystem and ensuring the long-term viability of marine mammal populations.

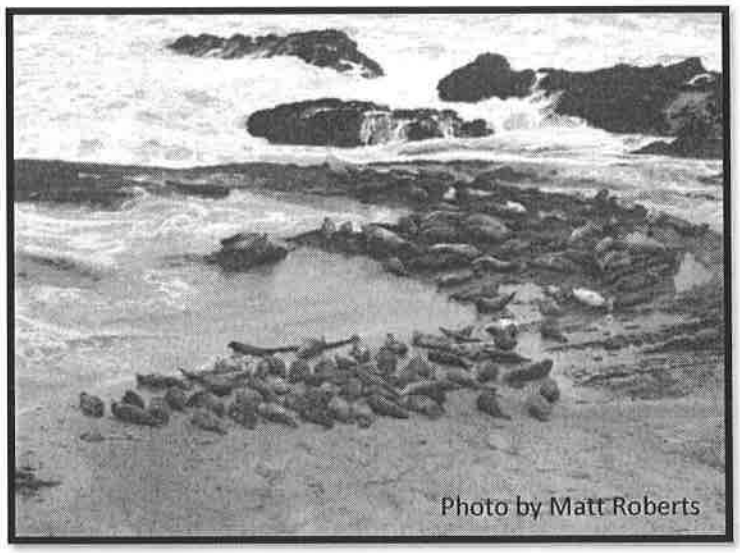
Additionally, a municipal code tied to the MMPA would raise awareness among residents, visitors, and local businesses about the importance of marine mammal protection. It would serve as a reminder of the shared responsibility to safeguard these vulnerable species and encourage a culture of environmental stewardship within the community.

Enforcement of local ordinances is more likely by the Sheriff and City enforcement personnel. The Santa Barbara County Sheriff's Office plays a role in enforcing fish and wildlife regulations within the county. While their primary responsibilities revolve around maintaining public safety and upholding the law, they also collaborate with state and federal agencies to enforce fish and wildlife regulations. Santa Barbara County encompasses diverse habitats, including coastal areas, mountains, and inland waterways, which are home to various fish and wildlife species. The Sheriff's Office

works closely with the California Department of Fish and Wildlife (CDFW) and the U.S. Fish and Wildlife Service (USFWS) to enforce regulations related to hunting, fishing, and the protection of endangered or threatened species. They conduct patrols, investigations, and inspections to ensure compliance with these regulations and take appropriate action against violators. By actively enforcing fish and wildlife regulations, the Santa Barbara County Sheriff's Office contributes to the conservation of natural resources, preservation of ecosystems, and the sustainable management of fish and wildlife populations within the county's jurisdiction.

Extend the timing or length of the beach closure by as little as one month and up to year-round in the immediately area of the seal rookery.

Protecting the moms and pups for a longer season when most vulnerable during harbor seal pupping season may provide some benefits. Currently the pupping season is thought to be December 15 through May 15. The City closes the beach by law from December 1 to May 31 each year. Extending this closure period, or pursuing a year-round closure could help to reduce the number of disturbances. This new and extended closure could also include further restricting off-shore access to no entry for 300 feet including kayaking and surfing. Currently motorized vessels are prohibited to come within 300 feet of the closed area and personal watercraft are prohibit with 1,000'. Expanding the closure to non-motorized vessels and surfing may result in a reduced number of seal disturbances. See CMC 12.24.090.



Consideration of extending beach closure laws would also need to consider ramifications of the public's coastal access and seek approval from the California Coastal Commission. The California Coastal Commission holds significant authority when it comes to managing and protecting the state's coastal resources, including the power to close a beach when necessary. As an independent state agency, the Coastal Commission is responsible for enforcing the Coastal Act, which safeguards coastal areas from overdevelopment and ensures public access to the coast. In certain situations, the Commission may allow the closure of a beach to protect public safety, preserve sensitive habitats, or respond to environmental emergencies. The Coastal Commission and the City can work together to maintain the balance between public access and conservation. In order to pursue this task, a consultation with the Coastal Commission staff would be needed to determine if the proposal is a project under

CEQA and how the City could proceed. Additional research would need to be conducted to support the proposal.

Seek greater Resource Agency regulatory protection for the rookery and nearshore area

Strengthening the laws and enforcement of regulations that protect the Carpinteria Harbor Seal Rookery is crucial for ensuring the long-term survival of this important habitat. By updating and strengthening existing laws and regulations, it may be possible to provide greater protection for the harbor seals and other wildlife that call the rookery home. This could include measures such as increasing penalties for violations, expanding the size of the protected areas, and implementing new regulations to address emerging threats.

In addition to strengthening laws and regulations, it is also important to ensure that these measures are effectively enforced. This could involve increasing funding for enforcement efforts, hiring additional personnel, and providing training and resources to support enforcement activities. By increasing the capacity for enforcement, it may be possible to more effectively deter violations and ensure that those who do violate the law are held accountable.
It is also important to recognize that laws and regulations alone are not enough to protect the Carpinteria Harbor Seal Rookery. In order to achieve long-term success, it is necessary to engage with the community and build support for conservation efforts. This could involve outreach and education efforts to inform the public about the importance of protecting the rookery and its inhabitants.

Establish a Marine Protected Area

Establishing a marine protected area (MPA) offers a range of benefits that contribute to the conservation and sustainable management of marine ecosystems. Firstly, MPAs serve as sanctuaries for marine species, providing a safe haven for various plants, animals, and habitats. By limiting or prohibiting activities such as fishing, habitat destruction, and pollution, MPAs help preserve biodiversity, protect critical habitats, and safeguard vulnerable or endangered species. This, in turn, promotes the overall health and resilience of marine ecosystems.

MPAs also support the recovery and replenishment of fish and other marine populations. By implementing sustainable fishing practices within and around MPAs, the protected area acts as a refuge where marine life can reproduce, grow, and thrive without excessive human interference. As fish populations increase and expand, they can spill over into adjacent areas outside the MPA, benefiting both commercial and recreational fishing efforts.

In addition to conserving biodiversity, MPAs contribute to the scientific understanding of marine ecosystems. These protected areas serve as living laboratories where researchers can study marine life, monitor ecological processes, and assess the impacts of human activities. The data and insights gained from MPA research can inform evidence-based management strategies, support policy decisions, and contribute to the broader understanding of global marine conservation challenges.

Furthermore, MPAs offer recreational and educational opportunities for visitors. Whether through diving, snorkeling, or wildlife observation, people can experience and appreciate the wonders of marine ecosystems firsthand. This engagement fosters a sense of connection to the marine environment and raises awareness about the need for its protection. MPAs can also promote sustainable tourism, generating economic benefits for local communities by attracting visitors, creating jobs, and supporting local businesses.

Overall, the establishment of a marine protected area provides a multitude of benefits, including biodiversity conservation, fishery management, scientific research, and educational and economic opportunities. By preserving and sustainably managing marine ecosystems, MPAs contribute to the long-term health and well-being of both the environment and human communities that depend on healthy oceans.

The establishment of a marine protected area (MPA) involves a deliberate and collaborative process that typically includes several key steps. The specific process may vary depending on the country or jurisdiction, but the overall objective remains the same: to create a designated area where marine resources and ecosystems receive enhanced protection. Here is a general outline of how an MPA is established:

1. Planning and Assessment: The process begins with a thorough assessment of the marine environment, including ecological surveys, biodiversity studies, and identification of key habitats and species. Comprehensive scientific assessments are conducted to gather data on biodiversity, habitats, ecological processes, and socioeconomic factors. These assessments help inform the development of a management plan that outlines the MPA's boundaries, zoning, regulations, and management strategies. The plan is designed to achieve the stated conservation objectives while considering the needs of stakeholders. This information helps identify areas of ecological significance that warrant protection.
2. Stakeholder Engagement: Stakeholders, including government agencies, local communities, indigenous groups, fishermen, scientists, and NGOs, are engaged in discussions and consultations. Their input, knowledge, and perspectives are crucial for establishing effective and inclusive MPA management plans.
3. Designation and Legal Framework: Based on scientific data and stakeholder input, the MPA is officially designated through legislation or regulations. The legal framework outlines the boundaries, objectives, and management measures for the MPA, ensuring its long-term protection and sustainability. It provides the necessary legal authority for its management and enforcement. This involves drafting legislation or regulations specific to the MPA, clearly defining its boundaries, management objectives, and permitted activities.
4. Management Planning: A comprehensive management plan is developed, detailing the specific goals, objectives, and regulations for the MPA. It considers factors such as zoning, activities allowed or restricted, monitoring protocols, and enforcement strategies. The plan is often developed in consultation with stakeholders and undergoes public review.
5. Implementation and Enforcement: Once the management plan is finalized, implementation of the MPA begins. This involves establishing mechanisms for enforcement, monitoring, and compliance to ensure adherence to the regulations

and management objectives. Adequate resources, staff, and funding are allocated to support effective management.

6. Monitoring and Evaluation: Regular monitoring and evaluation are critical to assess the effectiveness of the MPA in achieving its goals. This involves tracking ecological indicators, measuring compliance with regulations, and collecting data on the impacts of the MPA on marine biodiversity and ecosystem health.
7. Adaptive Management: MPAs are dynamic and adaptive, responding to changing environmental conditions and emerging knowledge. Regular reviews and updates of the management plan allow for adjustments based on new information, scientific advancements, and stakeholder feedback.

Overall, the establishment of a marine protected area requires funding, careful planning, collaboration, and an evidence-based approach. By engaging stakeholders, integrating scientific knowledge, and implementing robust management strategies, MPAs can play a vital role in safeguarding marine ecosystems and promoting the long-term sustainability of our oceans.

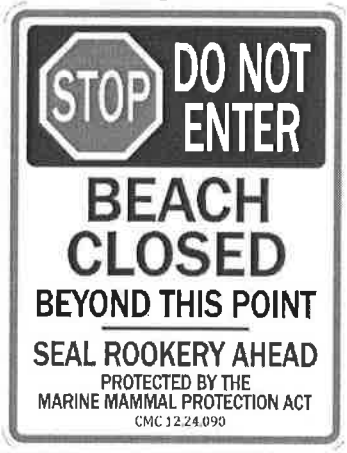
Establishing an MPA requires funding, careful planning, collaboration, and a commitment to balancing conservation goals with socioeconomic considerations. The process aims to protect and preserve marine biodiversity, habitats, and ecological processes while engaging stakeholders and promoting sustainable use of marine resources.

Educational & Regulatory Recommendations

City Sign Program

Revise the Annual Sign Program for Rookery Protection

The Carpinteria Municipal Code provides for a seasonal closure of the beach in the vicinity of the seal rookery beginning on December 1 and reopening on June 1 each year. The City installs signs on the east and west boundary of the closed beach in order to advise the public in order to improve compliance with the closure. The signs are subject to winter conditions and sometimes are damaged or lost due to high surf and strong storm events. Because the beach is not closed year round, the winter



The two signs on the left are used December 1 to May 31. The sign on the right is used June 1 to November 30.

season Beach Closed signs must be either removed or replaced with a sign that does not have the "Beach Closed" message.

Because the Marine Mammal Protection Act is not seasonal, it is recommended that a sign for the summer season be installed in place of the Beach Closed signs from June 1st to November 30th each year.

The WARNING sign shown above can be installed during the time of year when the beach is not closed helping to gain greater appreciation of the Marine Mammal Protection Act and reduce disturbances to seals on the beach in that time of year. Also, by changing the signs out seasonally, the signs can be kept in better physical condition.

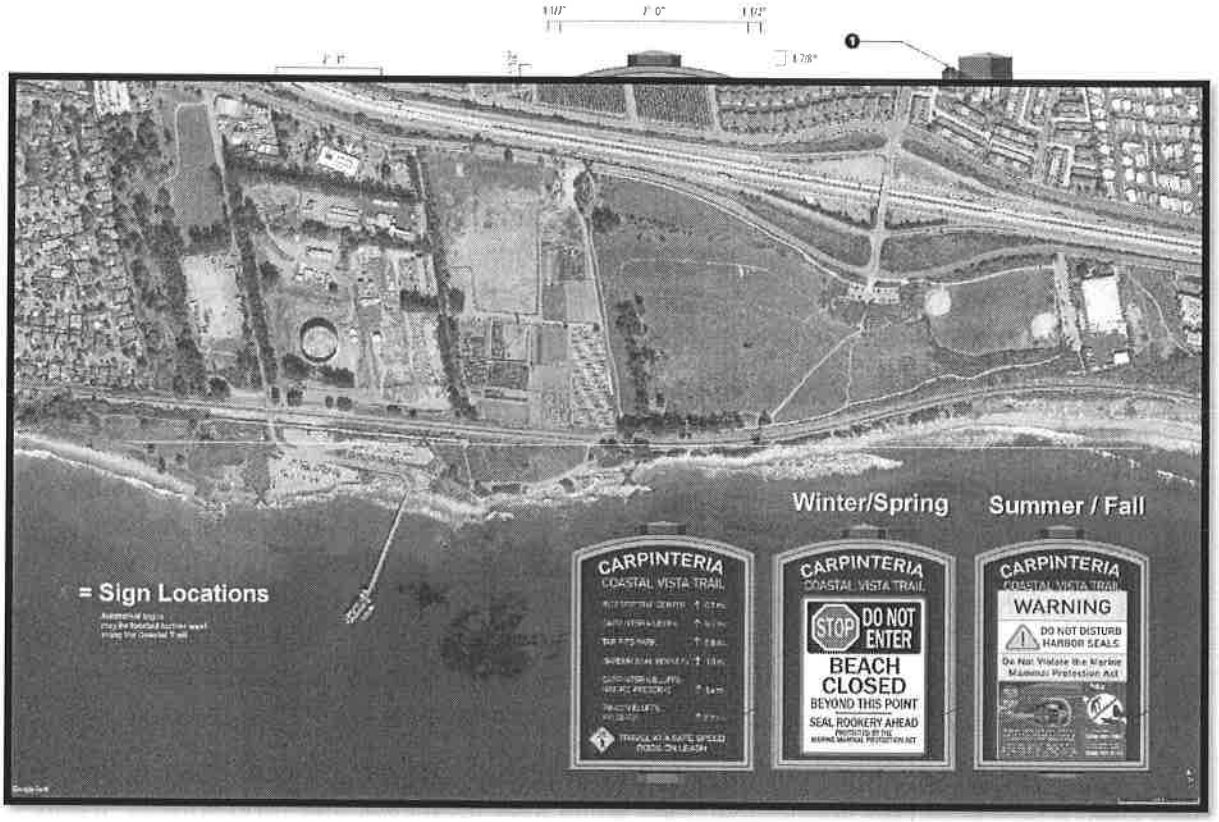
Adopt and implement a unified signage system for the Coastal Vista Trail with wayfinding, advisory and regulatory signage.

Trail wayfinding signage is a practical and easy way to communicate with trail users. Wayfinding signs can help trail users stay safely on track and find their way. Proper signage can improve the user experience by providing information that educates trail visitors about the area, provides guidelines for use, promotes conservation, and creates a more interactive experience . The wayfinding signs can also help guide people to the seal rookery overlook, away from a route that could disturb the seals and provide them with advance information about preventing seal disturbances.

Proper signage along a trail helps maintain user safety, can reduce user conflict, and help keep users informed about local rules while they travel the trail. Additionally, using consistent signage can be a way to promote Carpinteria . Installing signage and surface markings along a trail can improve the safety of trail users. From wayfinding signage that help the public navigate trails, to informational signs that educate trail visitors about the area, promote conservation, and create a more interactive experience, proper signage has many benefits.

A trail wayfinding sign system holds significant value in enhancing the overall experience and safety of trail users. These systems play a crucial role in guiding hikers, cyclists, and outdoor enthusiasts along the trail, ensuring they stay on the designated

TYPICAL DIRECTION SIGN
CARPINTERIA COASTAL VISTA TRAIL

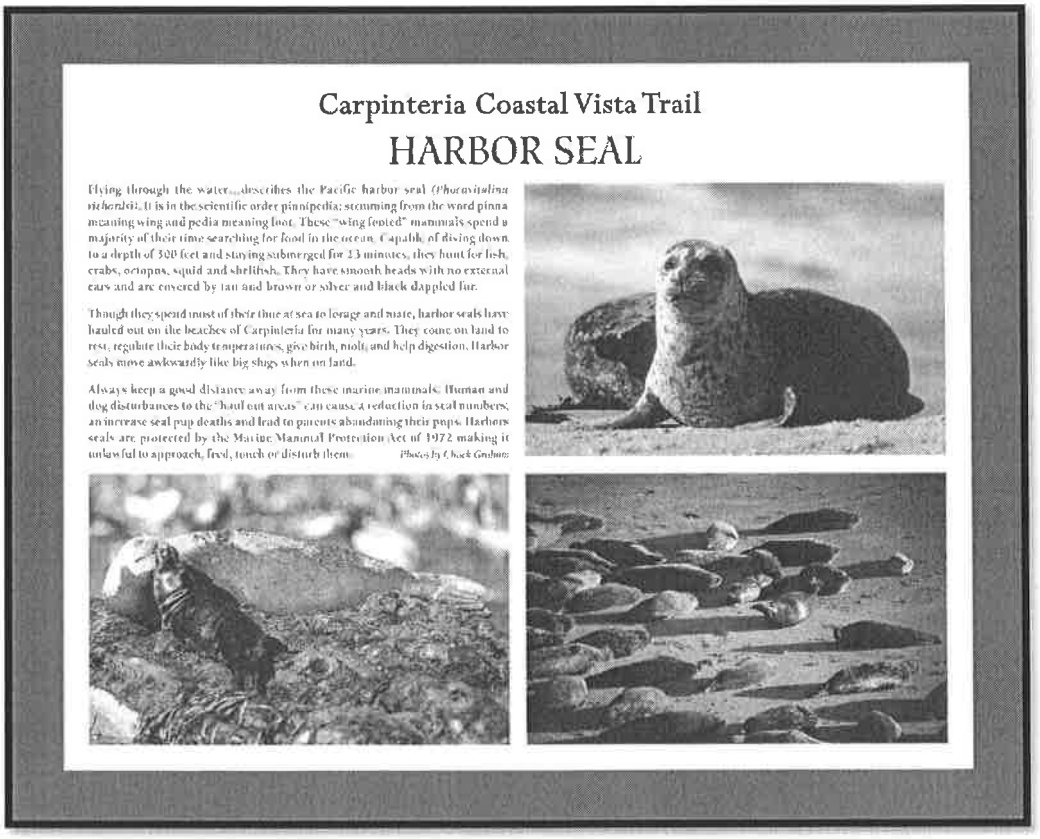


path and reach their desired destinations with ease. Wayfinding signs provide clear and concise information about trail distances, trailheads, points of interest, and important safety guidelines. By offering visual cues and directional information, these signs help prevent confusion, reduce the risk of getting lost, and promote a sense of security among trail users. A well-designed wayfinding sign system also contributes to the preservation of the natural environment by minimizing human impact caused by wandering off the trail. Moreover, these sign systems can enhance the accessibility and inclusivity of trails. Ultimately, a comprehensive and well-maintained trail wayfinding sign system enhances the enjoyment, safety, and accessibility of outdoor recreational activities, allowing people to fully appreciate and explore the natural wonders of trail networks.

Finally the signage program along the trail could have content that is changes seasonally to reflect the beach's seasonal closure.

Expand the City's Interpretive Sign Program

Interpretive signs can provide information on seal biology, conservation, and the significance of preserving their habitat. This educational aspect raises awareness about the importance of protecting marine life and fosters a sense of stewardship among visitors. The goals of a marine environment interpretive sign program should be to educate and inform visitors about the natural and cultural history of the area. This can include information about the local ecosystem, the plants and animals that live there, and the ways in which humans have interacted with the environment over time. The signs should be designed to engage visitors and encourage them to learn more about the marine environment. Additionally, the sign program should aim to promote responsible behavior and stewardship, by providing information about how visitors can help protect. the marine environment and its inhabitants.



Carpinteria Coastal Vista Trail

HARBOR SEAL

Flying through the water describes the Pacific harbor seal (*Phoca vitulina richardii*). It is in the scientific order pinnipedia; stemming from the word pinna meaning wing and pedia meaning foot. These "wing footed" mammals spend a majority of their time searching for food in the ocean. Capable of diving down to a depth of 300 feet and staying submerged for 23 minutes, they hunt for fish, crabs, octopus, squid and shellfish. They have smooth heads with no external ears and are covered by tan and brown or silver and black dappled fur.

Though they spend most of their time at sea to forage and mate, harbor seals have hauled out on the beaches of Carpinteria for many years. They come on land to rest, regulate their body temperatures, give birth, molt, and help digestion. Harbor seals move awkwardly like big slugs when on land.

Always keep a good distance away from these marine mammals. Human and dog disturbances to the "haul out areas" can cause a reduction in seal numbers, an increase seal pup deaths and lead to parents abandoning their pups. Harbors seals are protected by the Marine Mammal Protection Act of 1972 making it unlawful to approach, feed, touch or disturb them.

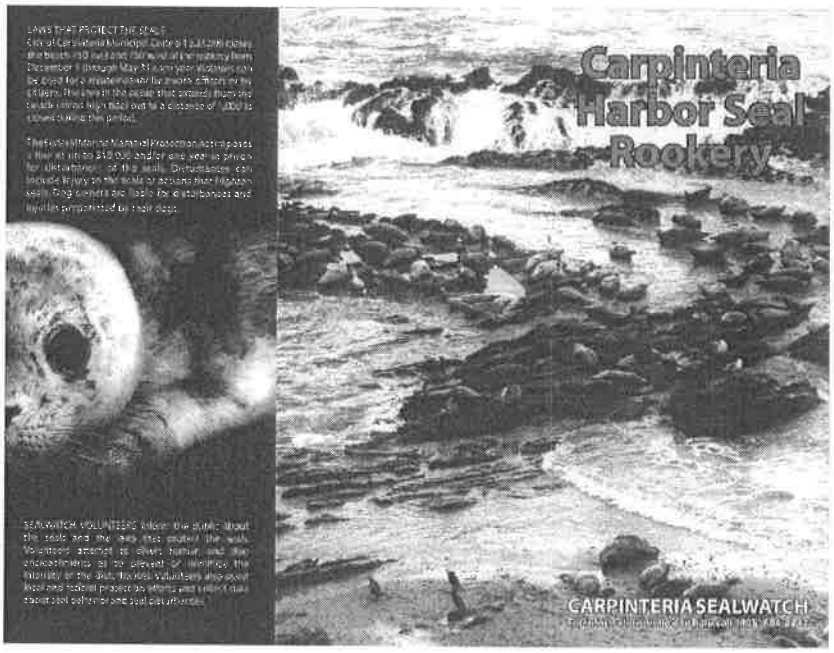
Photos by Chuck Graham

The City's interpretive sign system currently has approximately thirty signs. Twenty signs are located in the Carpinteria Salt Marsh Nature Park. Four signs are along the Palm to Linden Trail. Two signs, one at Ash Avenue and one along the trail near the Harbor Seal rookery use the design above. The remainder are in various parks. The possible subject matter along the Carpinteria Coastal Vista Trail is rich with cultural, environmental and historical potential. A well coordinated interpretive sign program would be cohesive and demonstrate Carpinteria's commitment to stewardship of local resources.

Human resources and Public Outreach

Update existing outreach programs and materials.

Public outreach can play a crucial role in fostering appreciation for harbor seals and promoting compliance with rules and guidelines designed to prevent disturbances. By educating the public about the importance of harbor seals to the ecosystem and the threats they face, outreach efforts can help to increase awareness and understanding of these animals.



Outreach programming and materials must include information that helps to understand the jeopardy that harbor seal pups face when they have separation from their mother. Harbor seal mothers and pups generally stay close together on shore and are not separated while nursing . However, harbor seal mothers will leave pups on shore to feed offshore . If a harbor seal pup is separated from its mother, it may be at risk of injury, illness or death. It is important to observe seal pups from a distance and not approach them, as their mother may be offshore .

This can lead to greater support for conservation measures and a willingness to follow guidelines that protect harbor seals from harm. Additionally, outreach can provide opportunities for people to engage with and learn about harbor seals in a responsible and respectful manner, further increasing appreciation for these animals.

Outreach materials can be printed, digital and video. Public outreach platforms can increase public exposure by connecting with journalists, editors, bloggers or social media influencers and the public by partnering with them to promote the cause. Some examples of public outreach media are news outlets, podcasts, blogs, social media channels, newsletters and webinars. Public outreach tactics can be a valuable tool for a city to protect harbor seals. By educating the public about the importance of harbor seals and their role in the ecosystem, the city can raise awareness and encourage responsible behavior around these animals. This can include providing information about how to view seals without disturbing them, as well as promoting responsible tourism and wildlife watching practices. By engaging with the community and fostering a

sense of stewardship, the city can help ensure that harbor seals are protected for future generations to enjoy.

Develop a formal docent training program and provide support for Seal Watch

The Seal Watch volunteers perform volunteer docent program services. Docents are trained volunteers who provide education and interpretation to visitors . Docent programs can vary from site to site and also be seasonal. By building a strong base of volunteer support among local residents and visitors, it may be possible to create a culture of stewardship that values and protects this unique natural resource.

A docent program can be an effective way to promote respect and appreciation for a harbor seal rookery and the City's open space network. By sharing their knowledge and passion for the natural environment, docents can help visitors understand the importance of protecting harbor seals and their habitat. This can lead to greater support for conservation efforts and a willingness to follow guidelines that protect these animals. Additionally, a docent program can provide opportunities for people to engage with and learn about harbor seals in a responsible and respectful manner, further increasing appreciation for these animals.

The City can provide professional organizational and other support to a seal watch docent program in several ways. One way is by providing funding for the program, which can help cover the costs of training, materials, and other expenses. The City can also provide logistical support, such as helping to coordinate volunteer schedules and providing access to city facilities for training and events. Additionally, the City can help promote the docent program through its communication channels, such as its website and social media accounts. By working together with the docent program, the City can help ensure its success and support its efforts to educate and engage the public about the coastal environment.

The City could also work to find financial support for Seal Watch Volunteers

Raising Funds for Research and Docent Support

The City of Carpinteria can explore various avenues to raise funds for the protection of its harbor seal rookery. Here are a few potential strategies:

1. Grants and Funding Programs: The city can actively seek grants from government agencies, nonprofit organizations, and foundations that support wildlife conservation and habitat protection. There are often specific grant programs available for coastal conservation initiatives, including those focused on marine mammal protection.

2. Partnerships and Sponsorships: The city can establish partnerships with local businesses, environmental organizations, and community groups interested in supporting the protection of the harbor seal rookery. These partnerships can involve financial contributions, in-kind donations, or fundraising events.

Additionally, the city can seek corporate sponsorships from businesses that align with the goals of marine conservation.

3. Crowdfunding and Community Donations: The city can launch a crowdfunding campaign or create a dedicated donation platform to encourage community members, visitors, and supporters of marine conservation to contribute directly to the protection efforts. This approach allows individuals to make smaller donations that, when combined, can have a significant impact.

4. Fundraising Events: The city can organize fundraising events such as benefit concerts, charity auctions, or nature walks to raise funds and awareness for the harbor seal rookery. These events can engage the local community and attract visitors who are interested in supporting environmental causes.

5. Municipal Funding and Local Taxes: The city can consider allocating a portion of its budget specifically for the protection and conservation of the harbor seal rookery. Additionally, the city could explore the possibility of implementing local taxes or fees that directly contribute to conservation efforts.

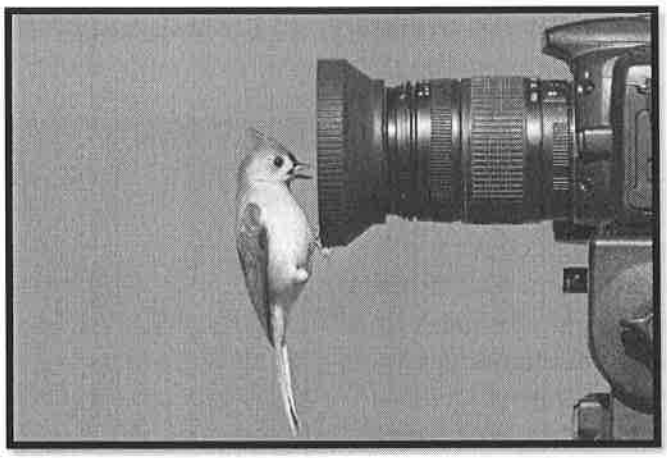
6. Educational Programs and Tours: The city can develop educational programs, guided tours, or interpretive signage related to the harbor seal rookery. These initiatives can generate revenue through participant fees or donations while also raising awareness about the importance of protecting the rookery.

Establish a Park Ranger Position

Establishing a park ranger job for Carpinteria's natural open spaces and ocean beach would bring numerous benefits to the city. Firstly, having a dedicated park ranger would ensure the preservation and protection of these valuable natural resources. Park rangers are trained professionals who possess extensive knowledge about ecosystems, wildlife, and conservation practices. Their presence would help monitor and manage visitor activities, enforce regulations, and prevent illegal or harmful behaviors. Secondly, park rangers serve as valuable resources for visitors, providing information about the area's natural features, safety guidelines, and recreational opportunities. They can educate the public about the importance of environmental stewardship and promote sustainable practices. Thirdly, having a park ranger would enhance public safety in these natural areas. Their presence would ensure quick and effective assistance in case of accidents or emergencies. Lastly, a park ranger can facilitate community engagement and involvement through organizing guided tours, educational programs, and volunteer opportunities. This would foster a sense of ownership and pride among the residents of Carpinteria, as they actively participate in the care and conservation of their local natural spaces. Overall, establishing a park ranger job for Carpinteria's natural open spaces and ocean beach would contribute to the well-being of both the environment and the community, ensuring the sustainable enjoyment of these precious resources for present and future generations.

The City may be able to contract with California State Parks for Park Ranger Assistance

California State Park Rangers play a vital role in habitat protection within the state's park system. As stewards of California's diverse natural resources, they are responsible for managing and conserving the habitats and ecosystems within their designated parks. State Park Rangers work diligently to enforce regulations and policies that safeguard sensitive habitats, ensuring the preservation of native flora and fauna. They actively monitor and prevent activities that may pose a threat to habitats, such as illegal hunting, fishing, or destructive behaviors. In addition, they collaborate with scientists, conservation organizations, and volunteers to implement habitat restoration projects, such as native plantings and invasive species removal. State Park Rangers also play a crucial role in educating visitors about the importance of habitat protection, promoting responsible behavior and minimizing human impacts on fragile ecosystems. Their commitment to habitat protection ensures the long-term viability and health of California's natural environments, fostering biodiversity and preserving these precious habitats for future generations to enjoy and appreciate. Exploring a for refined relationship with State Park rangers may help to reduce harbor seal disturbances.



Install a Wildlife Camera

Wildlife cameras can be incredibly useful tools for scientific research. By capturing images and videos of animals in their natural habitats, wildlife cameras can provide valuable data on animal behavior, population dynamics, and ecosystem interactions. This information can help scientists better understand the natural world and inform conservation efforts. Additionally, wildlife cameras can be used to monitor the impacts of human activities on wildlife populations and habitats. By providing a non-invasive means of observing animals in the wild, wildlife cameras can help scientists gather important data while minimizing disturbance to the animals being studied.

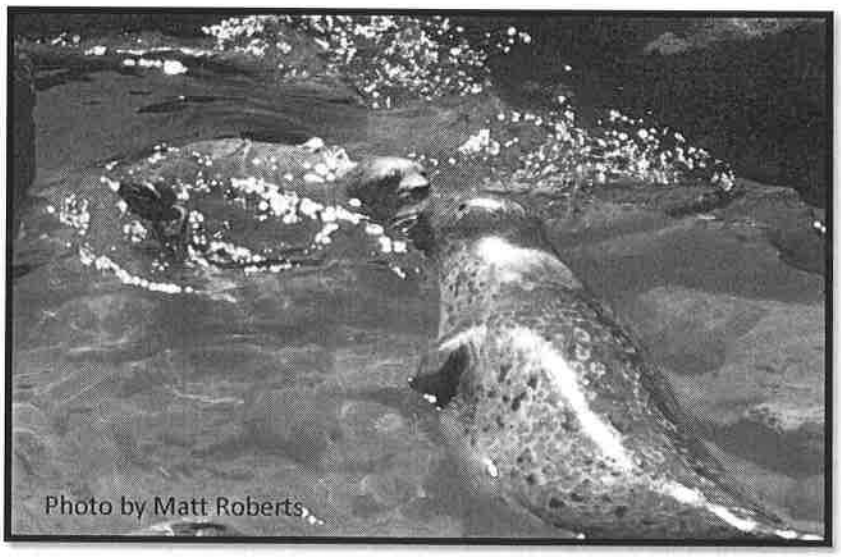
A wildlife camera program can also be seen in local and other schools, interpretive centers, and anywhere there is interest. Such a program could operate like the Carpinteria City Beach Cam and be available for research as well as enjoyment.

Having a wildlife camera and making it available online offers numerous benefits for both researchers and the general public. Firstly, wildlife cameras provide a unique opportunity to observe and document wildlife behavior without disturbing or intruding upon their natural habitats. By capturing images and videos of various species, these cameras offer valuable insights into their behaviors, breeding patterns, and interactions, aiding in scientific research and conservation efforts. Making the camera feed available online allows researchers to remotely monitor wildlife activity in real-time, leading to a better understanding of population dynamics and habitat usage. Furthermore, sharing

the camera feed with the public offers an educational and immersive experience, allowing individuals to witness the beauty and diversity of wildlife firsthand. It promotes environmental awareness, fostering a sense of connection and appreciation for the natural world. Additionally, the online accessibility of wildlife cameras provides an opportunity for citizen science, allowing enthusiasts to contribute data and observations, further enriching scientific knowledge. Overall, wildlife cameras and their online availability serve as a powerful tool for research, education, and promoting conservation efforts while fostering a deeper connection between humans and the animal kingdom.

In order to implement a wildlife camera, the City will need to find a location that meets the program needs and obtain necessary permits. Camera operations require connectivity to the internet and ongoing maintenance such as that which is required for the Carpinteria City Beach Camera. The Camera website could also be an avenue to seek financial support.

Pursue public ownership of the trail and bluff top above the Harbor Seal Rookery.



The Carpinteria Coastal Trail is a scenic and picturesque pathway that winds along the stunning coastline of Carpinteria, California. Stretching for miles, this well-maintained trail offers users a captivating experience as they explore the natural beauty of the area. The trail showcases breathtaking ocean and mountain views, sandy beaches, and coastal bluffs, providing a perfect setting for leisurely walks, jogging, or cycling. Along the way, visitors can spot an abundance of wildlife, including harbor seals, shorebirds, whales and dolphins, adding to the allure of the trail. The Carpinteria Coastal Vista Trail also serves as a connection to various points of interest, including the Carpinteria State Beach, Carpinteria Bluffs Nature Preserve, and the Rincon Point surfing spot. With its accessibility and serene ambiance, the Carpinteria Coastal Vista Trail invites locals and tourists to immerse themselves in the tranquility of the coastal environment and enjoy the splendor of Carpinteria's natural treasures.

While most of the trail route has public ownership, some of the trail is still in private hands. The City has been working to acquire and construct trail projects continuously for many years. The most recent projects include the Carpinteria Rincon Trail, the Bluffs II trail, and the Linden to Holly Trail. The bluff top observation point that affords the best view of the seal rookery is not owned by the public. It is possible to improve

the overlook when in private ownership, but if owned by the City, the City could make provisions to optimize the overlook in terms of public safety, sustainability, interpretation with a design that minimizes seal disturbances.

The City could pursue public acquisition of real estate in fee or by trail easement to allow for further rookery protective actions. This could include screening, interpretive signs, a wildlife camera, etc.

Seek other Collaborative Partners

National Oceanic and Atmospheric Administration (NOAA)

NOAA manages the Channel Islands National Marine Sanctuary in partnership with various federal, state, and local agencies, as well as local communities and stakeholders. Their expert advice in marine resource management using collaborative tactics could be a great benefit to the Carpinteria coast.

The Channel Islands National Marine Sanctuary is a marine protected area located off the coast of Southern California, encompassing an expansive area of approximately 1,470 square miles.

The sanctuary is home to a remarkable marine ecosystem that includes kelp forests, seagrass beds, rocky reefs, and deep-sea canyons. These habitats provide crucial breeding, foraging, and nursery grounds for numerous marine species, including whales, dolphins, sea lions, harbor seals, seabirds, and an abundance of fish and invertebrates.

The Channel Islands National Marine Sanctuary is renowned for its extraordinary biodiversity. It is a sanctuary for rare and endangered species, such as the California sea otter, Guadalupe fur seal, and blue whale. The sanctuary also boasts a high level of endemic species, meaning they are found nowhere else in the world, highlighting its unique ecological significance.

One of the sanctuary's notable features is its stunning kelp forests. These underwater forests, dominated by giant kelp, create a complex and productive ecosystem. They provide food, shelter, and protection for a wide range of marine organisms, contributing to the overall health and resilience of the marine ecosystem.

In addition to its ecological importance, the Channel Islands National Marine Sanctuary offers exceptional recreational opportunities for visitors. It provides opportunities for diving, snorkeling, kayaking, boating, and wildlife watching, allowing people to experience the beauty and wonder of the marine environment firsthand.

California State Parks

Collaborating with the California State Parks could greatly benefit the Carpinteria Seal Rookery in terms of habitat protection. The California State Parks system is dedicated to preserving and protecting the natural and cultural resources of the state. By working together, the Carpinteria Seal Rookery and the California State Parks could develop

and implement strategies to protect the habitat of the harbor seals and other wildlife that call the rookery home. This could include measures such as habitat restoration, monitoring, and enforcement of regulations to prevent disturbances. As many of the visitors to the rookery come from those who are staying the State Beach Campground, collaborating with State parks seems reasonable.

In terms of public education, a partnership with the California State Parks could also be beneficial. The California State Parks system has a strong focus on education and interpretation, providing opportunities for visitors to learn about the natural and cultural history of the state. By collaborating with the California State Parks, the Carpinteria Seal Rookery could develop educational programs and materials to inform visitors about the importance of protecting harbor seals and their habitat. This could include guided tours, interpretive displays, and educational events.

Finally, collaborating with the California State Parks could also help to promote compliance with the Marine Mammal Protection Act. The Marine Mammal Protection Act is a federal law that protects marine mammals, including harbor seals, from harm or harassment. By working together, the Carpinteria Seal Rookery and the California State Parks could develop strategies to ensure that visitors to the rookery are aware of and comply with the regulations set forth by this act. This could include measures such as increased signage, enforcement of regulations, and outreach efforts to educate visitors about responsible behavior around marine mammals.

Channel Islands Marine & Wildlife Institute

CIMWI, which stands for Channel Islands Marine & Wildlife Institute, operates a commendable Marine Mammal Rescue Program that focuses on the rehabilitation and release of sick, injured, and stranded marine mammals. Located in California, CIMWI is dedicated to the conservation and welfare of marine wildlife in the Channel Islands region. Through their rescue program, CIMWI responds to reports of distressed marine mammals, often collaborating with government agencies, local organizations, and volunteers to provide prompt and compassionate care. Their team of experienced veterinarians, animal care specialists, and volunteers work tirelessly to assess, stabilize, and treat marine mammals in need. CIMWI's facility provides a safe and nurturing environment for rehabilitation, offering specialized medical care, proper nutrition, and rehabilitation exercises tailored to each animal's needs. Once the animals have recovered and deemed fit for release, CIMWI ensures a successful reintroduction back into their natural habitat. The Marine Mammal Rescue Program by CIMWI is a testament to their commitment to the well-being of marine mammals, playing a crucial role in protecting and preserving these magnificent creatures for future generations.

Carpinteria School District

Carpinteria High School recognizes the significance of environmental science education and offers a comprehensive program to equip students with a deep understanding of the environment and its conservation. The school's environmental science curriculum focuses on key topics such as ecology, conservation, sustainable practices, and environmental issues. Through hands-on activities, field trips, and laboratory experiments, students gain practical experience and develop a strong foundation in

scientific inquiry. Carpinteria High School also encourages students to engage in environmental projects and initiatives, both within the school and the wider community. They may participate in environmental clubs, community clean-up efforts, or collaborate with local organizations to address pressing environmental concerns. By fostering a passion for environmental science, Carpinteria High School prepares students to become environmentally conscious individuals who can contribute to a more sustainable future.

Pursue Partnerships in Research

Seeking partnerships with qualified researchers and organizations can greatly benefit our understanding of the Harbor Seal Rookery. By collaborating with experts in the field, it may be possible to conduct research that provides new insights into the behavior, ecology, and conservation needs of harbor seals. This information can help inform management decisions and guide conservation efforts to protect the rookery and its inhabitants.

Seeking grant funds for Harbor Seal research in California can be an effective way to support the study and conservation of these animals. There are several organizations and agencies that offer grant programs for marine mammal research, including the National Oceanic and Atmospheric Administration (NOAA), the National Science Foundation (NSF), and the California Ocean Protection Council (OPC). These grants can provide funding for a wide range of research activities, including population surveys, habitat assessments, and studies of harbor seal behavior and ecology. By applying for and securing grant funding, researchers can obtain the resources they need to conduct important research on harbor seals in California.

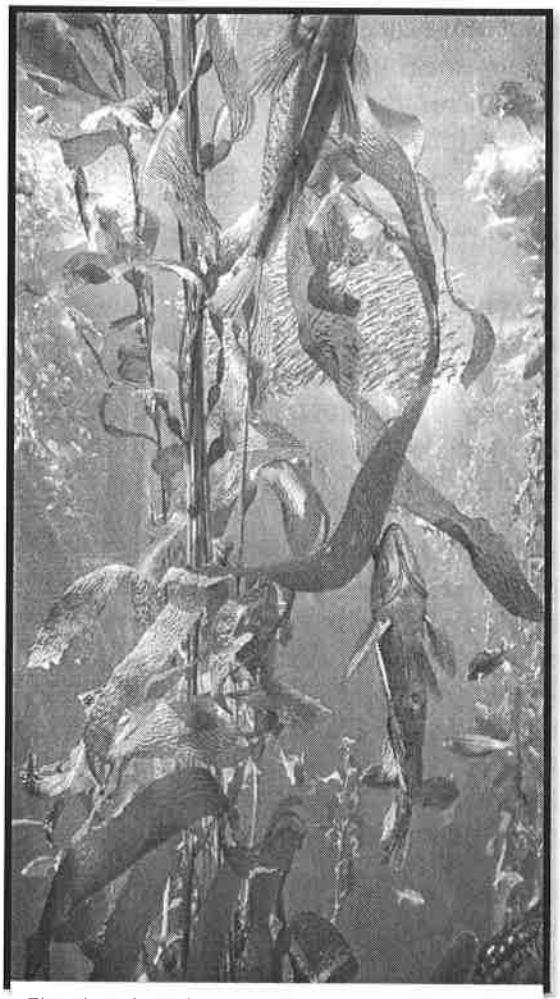
Research by collaborating with these and other organizations, it may be possible to conduct research that advances our understanding of the Harbor Seal Rookery and its inhabitants. This could include studies on population dynamics, habitat use, and the impacts of human activities on harbor seals. This can build a stronger foundation of knowledge to support the conservation of this important natural resource.
Nearby environmental resources may be directly linked to harbor seal populations.

Kelp Beds

Kelp beds and harbor seals share a close and interconnected relationship in coastal ecosystems. Kelp beds, which consist of large brown algae, provide vital habitat and food sources for harbor seals. These underwater forests offer shelter, protection, and ample food in the form of small fish, invertebrates, and algae. Harbor seals, in turn, play an essential role in the kelp ecosystem by regulating the populations of prey species and contributing to nutrient cycling through their waste. They also help disperse kelp spores by swimming through the beds, aiding in the propagation and growth of kelp populations. The presence of harbor seals in kelp beds is a testament to the health and productivity of these underwater habitats. Protecting and conserving both kelp beds and harbor seals is crucial for maintaining the ecological balance and biodiversity of coastal areas. Local kelp beds may be directly impacted by the management of debris basins.

Kelp Holdfasts

California kelp beds are teeming underwater ecosystems characterized by towering kelp forests and an intricate network of rocks acting as holdfasts. Kelp, a type of large brown algae, attaches itself to these rocks using specialized structures called holdfasts. These holdfasts provide stability and anchor the kelp to the substrate, preventing it from being swept away by strong currents. The rocks themselves create a diverse and dynamic habitat, offering shelter, protection, and attachment surfaces for a variety of marine organisms. They serve as a foundation for kelp blades to reach the surface, where they can photosynthesize and create an underwater canopy that supports a wealth of life. From tiny invertebrates and fish seeking refuge to marine mammals foraging for food, the rocks within California kelp beds play a crucial role in maintaining the structural integrity and ecological function of these extraordinary underwater ecosystems.



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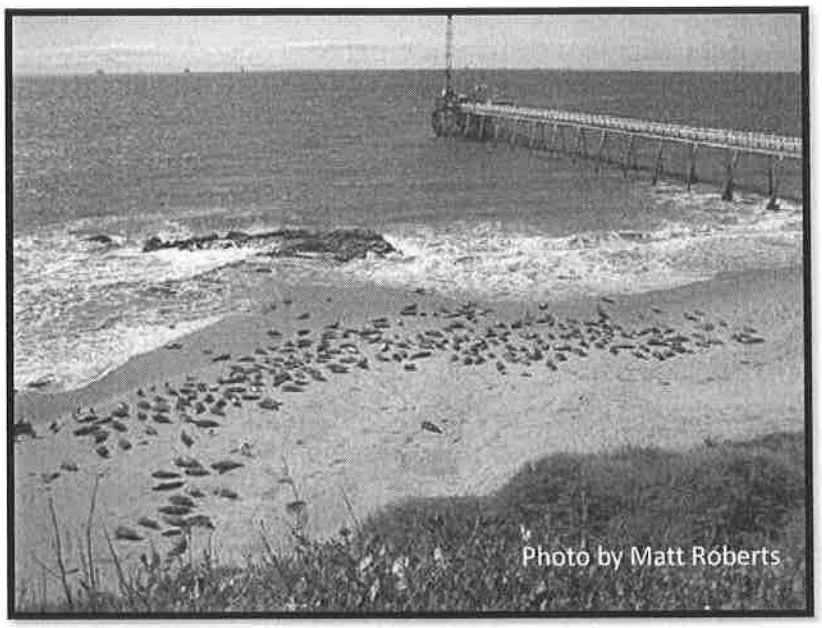
Funding research in these areas could lead to changes in management practices that could benefit harbor seals. Research institutions such as the Pinniped Cognition and Sensory Systems Lab at Long Marine Laboratory in Santa Cruz, CA, where they explore the inner worlds of amphibious marine mammals. They rely on observations made in the field to see how perception and cognition are translated into decisions and actions. Studies help researchers to understand how ecological, evolutionary, and life history factors have influenced different marine mammal species. Working to provide financial and other support to attract research could yield a wealth of information about Carpinteria local harbor seal population.

Management of Debris Basins

Flood control debris basins, an important component of flood management infrastructure, often involve the collection of rocks and boulders to mitigate the impact of excessive water flow during storms. These basins are designed to capture and temporarily store sediment, debris, and runoff to prevent downstream flooding and erosion. Rocks and boulders are strategically placed within the basins to act as physical



barriers and trap larger debris, allowing water to slowly filter out. The collected rocks and boulders serve multiple purposes—they dissipate the energy of fast-moving water, reduce erosion by stabilizing the basin's slope, and facilitate sediment deposition. Additionally, they promote natural infiltration and percolation of water into the ground, helping replenish groundwater supplies. The collection of rocks and boulders in flood control debris basins is a practical and effective solution that helps protect communities and infrastructure from the destructive forces of flooding, while also contributing to the management of sediment and water resources in a sustainable manner.

Steep watersheds and coastal sediment deposition are interconnected processes that play a significant role in shaping coastal landscapes and influencing coastal ecosystems. Steep watersheds, characterized by rugged terrain and high-gradient slopes, have a greater potential for erosion due to the force of gravity and the rapid runoff of rainfall. As water rushes down these slopes, it picks up sediments and carries them downstream towards the coast. Once the sediment-laden water reaches the coastal areas, it slows down, allowing the sediments to settle and deposit. This process, known as coastal sediment deposition, contributes to the formation and maintenance of coastal landforms such as beaches, dunes, and coastal marshes and kelp beds. These sediment deposits provide valuable habitats for various organisms, including plants, invertebrates, and nesting sites for birds. Additionally, coastal sediment deposition helps buffer against coastal erosion, as the accumulated sediments act as natural barriers against wave energy and stabilize the shoreline. Understanding the dynamics of steep watersheds and coastal sediment deposition is crucial for managing coastal areas and ensuring their resilience in the face of changing environmental conditions.

However, the construction and operation of these basins can inadvertently disrupt the natural flow of sediment to the coast, leading to unintended consequences. As floodwaters are diverted and stored within the basins, the sediment that would typically be transported downstream to coastal areas is trapped and accumulates within the basin. This disruption of sediment transport can result in reduced sediment supply to coastal zones, affecting the natural processes of coastal sediment deposition and erosion. The lack of sediment can lead to beach erosion, loss of coastal habitats, and altered coastal dynamics. Coastal sediment is crucial for maintaining healthy beaches,

dunes, and estuaries, which provide protection against storm surges, support diverse ecosystems, and offer recreational opportunities. Therefore, it is important to consider and mitigate the unintended consequences of flood control debris basins on coastal sediment processes to ensure the long-term sustainability and resilience of coastal environments.

The interception of rocks and sediment by flood control basins could have potential implications for Pacific harbor seal populations. These basins can disrupt the natural flow of sediment, which plays a crucial role in the formation and maintenance of coastal habitats that harbor seals rely on. The accumulation of sediment within the basins may result in reduced sediment supply to coastal areas, leading to changes in beach morphology and shoreline erosion. These changes can negatively impact the availability of suitable haul-out sites and foraging grounds for harbor seals, potentially disrupting their behavior and population dynamics. Furthermore, the altered coastal dynamics may also affect the availability of prey species, as well as the overall health and productivity of the marine ecosystem. It is important to carefully consider and manage the unintended consequences of flood control basins to ensure the long-term conservation of Pacific harbor seals and their coastal habitats. Balancing flood management needs with the preservation of natural sediment transport processes is crucial for maintaining the ecological integrity and resilience of coastal ecosystems.

Results of a Successful Program

A successful Carpinteria Pacific Harbor Seal protection program yields numerous benefits for both the local ecosystem and the community. Firstly, such a program ensures the conservation of a vital marine species. Pacific Harbor Seals play a significant role in maintaining the ecological balance of coastal areas by regulating prey populations and contributing to nutrient cycling. Protecting and preserving their habitat helps preserve the overall health and diversity of marine ecosystems.

Furthermore, a thriving harbor seal population in Carpinteria enhances the region's natural beauty and attracts nature enthusiasts and tourists. Visitors are drawn to the opportunity to observe these captivating marine mammals in their natural environment. This influx of tourists can have positive economic impacts on the community, benefiting local businesses such as hotels, restaurants, and tour operators while providing a source of revenue for local government. A successful seal protection program can therefore contribute to the local economy and support sustainable tourism.

Environmental tourism plays a significant role in Carpinteria, California, attracting visitors who seek to explore and appreciate the city's natural beauty and rich biodiversity. Carpinteria offers a variety of attractions for nature enthusiasts, such as pristine beaches, coastal wetlands, and scenic hiking trails. Environmental tourism in Carpinteria allows visitors to engage with the local environment, fostering a connection to nature and promoting environmental awareness. Tourists can partake in activities like birdwatching, tidepool exploration, and guided nature walks, immersing themselves in

the diverse ecosystems found in the area. Moreover, Carpinteria's commitment to sustainable practices and environmental conservation aligns well with the values of environmentally conscious travelers. The City's efforts to protect marine life, preserve coastal habitats, and promote responsible tourism make it an appealing destination for those seeking an eco-friendly travel experience. Environmental tourism in Carpinteria not only supports the local economy but also serves as a platform to educate and inspire visitors about the importance of environmental stewardship and the need to protect and preserve our natural resources so that these constructs may be promoted elsewhere.

Overall, the Carpinteria Harbor Seal rookery is not only a cherished natural treasure but also a symbol of the City's commitment to wildlife conservation. By providing a sanctuary for harbor seals and promoting responsible visitorship, Carpinteria showcases successful coexistence between humans and marine wildlife, ensuring the long-term survival and well-being of the seal population.

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ATTACHMENT B
COSMAB 8/3/23 Special Meeting Minutes

City of Carpinteria
Carpinteria Open Space Management Advisory Board
Special Meeting Summary
August 3, 2023 at 3:00 PM
Carpinteria City Hall, Council Chamber
5775 Carpinteria Avenue, Carpinteria, CA 93013

***Teleconference Location: 752 Kippen, Mayne Island, BC Canada V0N 2J1**

Board Members Present:	Andrea Adams-Morden David Allen, Chair Patrick Crooks Jon Lewis, Secretary Ted Rhodes, Vice-Chair Matt Roberts (City Parks & Rec Dir.) Arturo Tello
Board Members Absent:	James McElvain
Others Present:	Al Clark (Mayor) C Kathleen Lord (Harbor Seal Advisory Committee) Susan Mailheau (Harbor Seal Advisory Committee) Randall T Moon, PhD Alison Petro (Land Trust for SB County) Aida Thau (City Parks & Rec. Mgt. Analyst II)

Meeting Agenda *As Amended on Meeting Notice

1. Call to Order/Roll Call
2. Public Comments (regarding matters not on this agenda)
3. Parks, Recreation, and Public Facilities Director Report
4. Consideration of the 2023 Harbor Seal Report, and consideration to assume the Harbor Seal Advisory Committee Duties
5. Preliminary Trail at Bluffs II Status
6. Rincon Bike Trail Alternative Design Status
7. Linden to Holly Trail Status
8. Review Meeting Summary and Action Items from May 18, 2023 Meeting
    a. Carp Bluffs Tar Pits: Continue collaboration with La Brea Tar Pits for the education component. Short Term: Tar Pits interpretive signage for lodgepole fence. Longer Term: Design a relatively low-cost retention structure for the tar seep as seep activity is increasing, and pump out in

warm weather as budget permits. **Status**: Ongoing work and ongoing board input/discussion. City attempting to contract out the fence construction using already purchased fence materials.

b. Prepare submissions to multiple grant programs for Rincon Bluffs Preserve. **Status**: Tracking grant opportunities, applying when it's time. Ongoing.

c. COSMAB "final" review of draft Charter. **Status**: Active. Board to provide any edits to Matt prior to the March 16 meeting. Review the final draft at the meeting and hopefully approve.

d. Inspection of Lagunitas Creek Pedestrian Bridge and Cypress Tree. Need to contact property owners regarding required maintenance and Cypress Tree safety trimming. **Status**: Active.

e. COSMAB review of draft Farmer parcel landscape plan after City Parks review. **Status**: Active.

f. Update on mowing the Tar Pits Park meadow and Carp Bluffs fields. **Status**: Active. Waiting for Spring just prior to initial bloom.

g. COSMAB site visit or interested persons visit to look at North-South trees along Bob's Trail prior to safety prune. **Status**: Active. Waiting to be scheduled.

h. Update on Safe Parking Program at Viola Fields. **Status**: Active.

i. E-bikes Speed Limit and Dogs on Leash Signage Approach to Bluffs Public Safety Issues. Review of mock-up signs. **Status**: Active.

j. City Parks Sign Program development update. **Status**: Active.

k. Review of the new Park Ranger job description and, if supported, make a motion that the COSMAB supports the position. (Budget usually adopted in June.) **Status**: Active.

l. Possibly review Rincon Bluffs EIR proposals from vendors, depending on City's progress. **Status**: Active.

m. Review of Bluffs I plans after plans are deemed complete. (In the meantime, COSMAB members should read the plans linked on the City's "Hot Topics" website page.) **Status**: Active.

n. Review and suggest revisions to City Boards Membership Supplemental Questionnaire for use in 2025 prior to next two-year appointment cycle. **Status**: To be scheduled

9. Board Comments and Topics for Next Meeting
10. Next Meeting Date: proposed to be **August 17, 2023 at 3:00 PM**
11. Adjournment

Meeting Notes

1. Call to Order

a. Attendance per above. Ted chaired the meeting as David attended via teleconference.

2. Public or Board Comments regarding matters not on the agenda

a. None

3. Parks, Recreation, and Public Facilities Director Report

a. Ted acknowledged for the COSMAB that this was Matt's last meeting pending his retirement, and apologized for not being able to attend the last City Council Meeting where Matt's service to the City was acknowledged.

b. The City publicized a Request for Proposal to prepare the environmental documents for the proposed Rincon Bluffs Preserve, and the deadline for submitting is August 10, 2023. At least two consulting firms have been asking a lot of questions and asking for backup documents. Both have complimented the baseline report as being very useful. Additional reports prepared at the time that the property was being considered for resort development, such as geology, archeology, and bluff face stabilization reports will be provided to them, and much of that work should not have to be redone and would hopefully reduce proposal costs.

c. Ted asked if there was someone being hired as a Parks Director, given the reorganization of City departments. Matt said the City is assembling an interview panel, with the job title changing "Parks, Recreation and Community Services". He thinks the City has received over 40 applications which are being winnowed down to an interview group. Andrea asked who she could talk to in order to provide recommendations. Matt said City Council and HR. Matt said that pertaining to the COSMAB, the City was looking for someone with open space and natural preserve perspective for the interview panel.

d. Matt said that he and Aida had put together a habitat conservation fund grant request for the Bluffs II trail. The previous Bluffs II trail grant was a 50 percent match to acquire the trail easement, which included the agreement to tear down the storage building and move the fence.

4. Consideration of the 2023 Harbor Seal Report, and consideration to assume the Harbor Seal Advisory Committee (HSAC) Duties

a. Susan Mailheau, a member of the Harbor Seal Advisory Committee (HSAC), expressed concern that the COSMAB is considering assuming

the duties of the HSAC. She said that the COSMAB does not have the expertise or experience to do so.

b. Ted Rhodes clarified that the COSMAB only sees three touchpoints between the COSMAB and HSAC:
    i. Establishment of a Marine Protected Area (MPA) only if that included part of the land open space
    ii. The unified sign program
    iii. Public Land acquisition to gain more public land for open space

c. David Allen said that he would appreciate it if the COSMAB made a strong recommendation to City Council to move forward with those recommendations of the HSAC that could be accomplished in short order.

d. Patrick Crooks asked if there is a consideration to assume Harbor Seal committee duties. He didn't know if there was mixed language and that the intent was that the COSMAB consider the report and not that the COSMAB consider assuming the HSAC's duties.

e. Matt Roberts said that there was a request to send it to COSMAB and so we're having that meeting today and it could get back to the City Council. City Council could consider assigning certain recommendations to the COSMAB to further execute and retain responsibilities at the Committee level, and parcel out certain tasks.

f. Ted Rhodes said that he was one of the people who requested that the Harbor Seal report come to the COSMAB, and it would have been appropriate for it to come to the COSMAB prior to going to City Council, but it had to be done at that City Council meeting.

g. Susan Mailheau said that there were many additional protections that could be afforded the seals with a Marine Protected Area (MPA) designation, but that it needed to be carefully pursued.

h. Matt Roberts added that the process for an MPA can be a lengthy one and can be a very unique one depending on the marine resources and geographically they are usually much larger. An MPA would not be for the Harbor Seal rookery, but would be for the Carpinteria coast that could include the Carpinteria reef and then all the way down to the Rincon or larger. It's a very long process.

i. David Allen said that he wanted to reiterate that the suggestion of establishing an MPA was only one of a number of suggestions and the same discussion was had in the HSAC, with many of the same concerns

being raised about feasibility and political aspects and so on. His concern is that the City move forward with those recommendations that can be accomplished in short order.

j. Kathleen Lord said that she thought what had happened was that Ted spoke at the last City Council meeting about the COSMAB's responsibilities and then the Harbor Seal Report was sent to the COSMAB as a result of that.

k. Jon suggested that David make a motion.

l. David Allen made the following motion:

"I move that COSMAB recommends that the COSMAB retains advisory responsibility for:

- The City's sign program, as the City has a conservation easement that speaks to that issue in a restrictive way, and
- Public lands acquisition, to gain more land for coastal open space preservation, and
- The potential establishment of a multi-jurisdictional marine protected area along the Carpinteria coast if it includes any lands over which the COSMAB has advisory responsibility.

The COSMAB further recommends that City Council reappoint a Harbor Seal Advisory Committee and that COSMAB recommends in light of declining Harbor Seal numbers that continued urgency be given to accomplish protection of the Seals with whatever measures can be done in the near future."

Ted seconded the motion and it was unanimously approved by the COSMAB.

m. Jon questioned and the COSMAB discussed how their recommendations get back to the City Council. Matt said that the COSMAB's recommendations would be included in the staff report as they report back to the City Council on the recommendations for the Harbor Seal Committee. Al Clark asked how any action the COSMAB takes gets memorialized. He was under the impression that there were no COSMAB meeting minutes. Several COSMAB members spoke in unison that they do take minutes, but that they haven't been posted to the City's website. Matt said that normally in this case, the motion and vote of this committee would be included in the staff report as we report back to the City Council on the recommendations for the Harbor Seal Committee.

n. Matt also mentioned the debris basin in the report because he wanted to explain that the ecosystem is way bigger than the spot where the Harbor

Seals haul out. Cobble that would normally wash to the sea is blocked by the debris basin. Smaller cobble fields means more sand offshore and less rocky holdfasts for kelp, and it's evident from old photos of Carpinteria even back into the 1920's and even living people's memories that kelp forests are drastically smaller. Less kelp means less fish, less food for Harbor Seals. So something that was built to stop urban flooding in the early 1970's - it's reasonable to assume that it has an effect on the Harbor Seal population. The kelp fields extended all the way past Linden. Now there's no kelp beds. Matt is championing that the cobbles and coarse sediment needs to go to Carpinteria. It's easy to imagine over a million cubic yards of that sediment was intercepted and trucked away. One has to be vigilant as to anything that affects the marine environment. Something as conspicuous as this seems to be low hanging fruit, plus it saves taxpayer money by not trucking it to upland disposal sites one-hundred miles round-trip whereas this is four-miles round-trip.

o. Aida asked a jurisdictional question as to if the COSMAB's signage responsibilities extend below the bluff edge to the bluff face in the event that the City wants to place signs there so people don't go around the points immediately adjacent to the rookery. Matt said the City owns some bluff faces and could request permission to place a sign on non-City property above the mean high tide line. Ted said it could be negotiated. Aida said that most of the disturbance takes place from people on the beach, and if signage could be placed on the bluffs themselves, that might be more effective. Kathleen Lord said no one reads the signs and they just get littered and graffitied. She said it's better having human beings tell other human beings, and Susan will attest to that. Patrick said we have to try and part of the responsibility comes from the State Park system to the West and what the City has control over to the East, especially in Winter and Spring. Ted said that we'll have to bring this signage up, it's an ongoing issue with us, but we need to close discussion here.

5. Preliminary Trail at Bluffs II Status

a. Matt said that the City had applied for a grant from the Habitat Conservation Fund fifty percent match grant that, if awarded, would be used for the construction of the improvements across Bluffs II (the area behind S&S Seeds). The award timeline is November, 2023. Arturo said he very much appreciated the new trail and it improves the experience of the walk from State Park to Rincon Bluffs and back. He commented that the wood chips are too thick and incorrectly spread, and from a safety standpoint, it's possible to twist an ankle. He requested that the City

mitigate by tamping down, or spreading out. The wood chips used were from ground up wood taken off the beach. Patrick thought that if we could send a backhoe through there to just take out a width and perhaps put a smaller course size of chips on that width, that would enable getting a bike through there. From a stormwater perspective, the chips very much help retain soil through a wet winter. Matt said it was possible to get a landscape rake and make a more walkable trail.

6. Rincon Bike Trail Alternative Design Status

a. Matt updated the Board on the trail status. The City Council accepted Alternative 3A as the preferred alternative. It needs to be brought back to City Council so they can consider directing staff to pursue that and not upholding the current appeal of the Council's decision, which followed the previous appeal steps that caused City Council to ask staff to again review all the alternatives and see if the soaring community's concerns could be further mitigated. Patrick said that he believed that Roy Lee (on the City's Transportation Committee) said that there was some coordination between the County and the City regarding the area where the trail connects to the Rincon Park parking lot turnaround. He asked Matt if he knew the status. Matt said that there's talk but County Parks needs to take action. For the record, he said, the project was originally proposed to extend to Bates Rd, but County Parks requested that it stop at the parking lot. Later, the County leased land for a cell site that the trail would have run through. Still later, County Parks staff turned over and subsequently changed their mind, forgetting that they had originally requested the connection be made there. There can certainly be a project there to develop the trail connection, possibly with Caltrans, but ultimately it's the responsibility of County Parks. If the trail is extended to Bates, trail traffic then is brought into a higher-speed vehicle location with multiple pathways.

b. Andrea said she was down there with a Native Plant Society group and she expressed concern that the trail cut may cut through a rare native plant. Jon mentioned that the funding for development was five or ten years away and they were going to have to do an environmental clearance before there was any work done. Ted and Andrea affirmed that the area was not within the City limits; Ted pointed out it was geographically beyond what the COSMAB would weigh in on as a committee.

7. Linden to Holly Trail Status

a. Matt said that the last time the COSMAB had met, the City had just installed the interim trail after getting a Coastal Development permit for it. The trail is "interim" because it doesn't have headerboards or landscaping, and the expected life is less because there's no gopher-resistant substrate. The trail is very popular and Matt's received a lot of compliments from people. Arturo confirmed the sentiment.

8. Review Meeting Summary and Action Items from May 18, 2023 Meeting

a. Meeting Summary Changes or Revisions to the Minutes

   i. None

b. Action Items reviewed per Action Item Table below

   i. The COSMAB reviewed the action items as listed on the Meeting Agenda for this 8/2/2023 meeting.

   ii. The Action Items list below is the product of that review.

c. On the subject of the Carp Bluffs Tar Pits, the lodgepole fence was constructed last Spring and temporary laminated signs were installed. Arturo requested that the wood chip pile be spread out, and Patrick said it could be knocked down to six to twelve inches in height and would still be functional for wood chip storage. As Matt is retiring, further improvements to the site signage for interpretation/education and design of a relatively low-cost retention structure for the tar seep and potential removal of tar will fall onto Matt's replacement. Matt mentioned the history paper (see meeting notes of 5/18/23 meeting) that stated that the Chumash possibly traded tar, which would be the first commercialization of oil in California. Ted asked that this be put on the agenda for the new Parks person.

d. Alison asked Matt about his position being restructured in regards to Park construction. Matt said that Parks will take projects from beginning through the ERC, the ARB, and Planning Commission, and City Council, and deliver the permits. The reason that was done was so that Parks still had the artistic and creative control over the project until it gets to construction, and then Public Works takes it from there in collaboration with Parks.

e. The COSMAB discussed the topic of the draft charter. Jon thought it needed to be revised to incorporate the most recent reorganization changes to Parks. Matt said it had been administratively approved. Patrick said it would be useful for the language to be on the City website so

people know what the COSMAB did, and include other documents such as meeting notes to address that. Aida said she will try to have the website up with all the past minutes uploaded and so when they go back to City Council for the Harbor Seal Advisory Committee reestablishment recommendation from the COSMAB, they will be there for reference.

f. Jon said he sends the minutes to Matt to review, and they are always labeled draft pending finalization and approval by Parks. Aida said they would put up the purpose of the committee, upcoming events and agendas, and minutes of past meetings on the City website. When minutes are uploaded they are final and public records, and they are good chronological referral points for COSMAB members, City Council, and the community. Matt's position will continue to have approval authority for minutes. If there are any changes, the minutes would be brought back as the first agenda item for the next meeting where they would be revised and approved. Jon said we need to put that process into place.

g. No follow-up yet on the inspection of the Lagunitas Creek pedestrian bridge and the adjacent cypress tree. *Keep on the agenda as active.*

h. Close the agenda item for the Farmer parcel as SCE no longer appears to be offering a grant, according to Ted. *Remove from next meeting agenda.*

i. The COSMAB discussed the issue of mowing at Tar Pits park. Some members of the public, such as Kathleen Lord, believe that the park should be left to grow naturally and not be mowed, while others on the COSMAB believe that the park should be mowed strategically to prevent fire hazards, promote the growth of native plants, and encourage future restoration efforts. The committee ultimately decided that the park should be mowed strategically, but not on a regular basis. This means that the park will only be mowed when necessary, such as when plants become too tall or when there is a fire hazard. The committee also discussed the issue of how to teach Showscapes, the City's landscape maintenance contractor, how to care for native plants. Kathleen Lord suggested that the City teach Showscapes how to trim plants rather than mow them, as this would be less disruptive to the natural environment.The committee also discussed the issue of safety hazards created by Showscapes' mowing and trimming practices. Al complained that Showscapes' mowing practices were creating a safety hazard by leaving cut-off stick branches at eye level on trail-adjacent brush. Matt said he would report this to Tiffany Smith, the City Parks Supervisor. The committee ultimately decided that the City

would need to be diligent with Showscapes and other subcontractors to ensure that they are following proper safety procedures.

i. Here are some of the key points from this discussion:

ii. The COSMAB does not want to see a regular mowing schedule for Tar Pits park.

iii. Mowing should be strategic, as it was where we put in all the trees.

iv. Strategic mowing is supported, but not an annual mowing plan.

v. Tar Pits is kind of a special spot that shouldn't be treated the same way as the Carpinteria nature preserve.

vi. The City will need to be diligent with Showscapes and other subcontractors to ensure that they are following proper safety procedures..

j. Patrick asked about the proposed site visit to visit the Bob's Trail trees (item g. in the action items list). *Keep on the agenda as active*.

k. Matt said the Safe Parking program at Viola Field was supposed to start in July, but was uncertain if vehicles had actually started parking there overnight. No comments or complaints from the public have been received.

l. On the topic of e-bikes, further discussion will wait until after new signage is installed. Matt said that his parting philosophy is that there should be a speed limit and not a ban because e-bikes are becoming more stealthy and it is becoming more difficult to determine a regular bike from an e-bike. The new wayfinding signs include caution yellow text that say to travel at a safe speed (as there is no City ordinance for bike speeds on the trails). These signs have not yet been printed. Matt says that he thinks the COSMAB will be able to review the signs prior to printing.

m. The new Park Ranger position was not funded by the City Council. Hopefully we can submit it for the next budget call. Andrea asked what happened to the weekend code compliance officer enforcing rules in parks. Matt responded that this goes back ten years. That person's supervisor focused on parking enforcement and the City did not implement weekend park patrol enforcement.

n. The City has received a resubmitted application for Bluffs I. The application is not yet deemed complete. The COSMAB will schedule a

dedicated special meeting to review the plans once the application is deemed complete.

i. The COSMAB will focus on the following issues:

ii. The vision for the open space north of the railroad tracks, trails, and the Harbor Seal overlook.

iii. Whether the open space will be preserved in perpetuity.

iv. Whether there is a conservation easement with the open space.

v. How the open space adds to the COSMAB's (City) assets.

vi. View corridor issues.

vii. Issues regarding bringing a lot of people to the site.

viii. Impacts to the City's trail system, to the Harbor Seals, and the danger of the railroad tracks.

ix. The COSMAB's role:

x. The COSMAB is not in the direct permit pipeline.

xi. The COSMAB is an advisory management board managing property that's been acquired by the City.

xii. The COSMAB can provide feedback on the Bluffs I plans, but the City ultimately makes the decision on whether to approve the plans.

xiii. How the project affects COSMAB and the current open spaces

xiv. The Bluffs I project could impact the COSMAB's ability to manage the current open spaces.

xv. The project could also impact the view corridor and the Harbor Seal overlook.

xvi. The COSMAB will need to weigh the potential impacts of the project against the benefits of the project before providing feedback to the City.

o. Ted asked if there was anything we needed to add to the next meeting agenda. Andrea said there's a new person coming into the high school who is a plant person, and she was going to ask them if they could grow

plants for us, and is that OK? Matt said it's OK with the Parks Department. No one objected, and Jon, Patrick, and Ted agreed.

p. David wrapped up the meeting by offering congratulations to Matt on his retirement, and that was seconded by Arturo.

9. Topics for Next Meeting and Announcements

i. Next Meeting Date: **September 21, 2023 at 3pm.**

10. Adjournment

ACTION ITEMS REVIEW AND UPDATE

Item Number: 1
Action: Carp Bluffs Tar Pits: Short Term: Continue mulch cover. Flatten chip pile. Longer Term: Design a relatively low-cost retention structure for the tar seep as seep activity is increasing, and pump out in warm weather as budget permits.
Owner: City Parks
Status: Active
Target Completion Date: As soon as possible.

Item Number: 2
Action: Carp Bluffs Tar Pits: Continue collaboration with La Brea Tar Pits for the education component. Short Term: Consult re: Tar Pits interpretive signage for lodgepole fence.
Owner: Matt Roberts and Jamie McElvain
Status: Active
Target Completion Date: After review of proposed sign text

Item Number: 3
Action: Prepare submissions to multiple grant programs for Rincon Bluffs Preserve
Owner: Matt Roberts
Status: Tracking grant opportunities, applying when it's time.
Target Completion Date: Ongoing

Item Number: 4
Action: Lower/tamp down Bluffs II (S&S Seeds) trail to address safety issues
Owner: Matt Roberts
Status: Active
Target Completion Date: As soon as possible

Item Number: 5
Action: Meet with Public Works to add inspection of Lagunitas Creek pedestrian bridge to the list of City pedestrian bridges in City's Bridge Inspection program going forward. Contact property owner regarding required maintenance. Contact property owner regarding Cypress Tree safety trimming.
Owner: Matt Roberts

Status: Active
Target Completion Date: As soon as possible

Item Number: 6
Action: Ensure City communicates any non-trail mowing or trimming in Tar Pits Park meadow prior to actual work.
Owner: Matt Roberts
Status: Active
Target Completion Date: Ongoing

Item Number: 7
Action: COSMAB site visit or interested persons visit to look at North-South trees along Bob's Trail prior to safety prune
Owner: Matt Roberts
Status: Active. Waiting to be scheduled.
Target Completion Date: Waiting to be scheduled.

Item Number: 8
Action: Review proposed wayfinding signage text
Owner: Matt Roberts
Status: Active.
Target Completion Date: When signage text is complete and prior to printing

Item Number: 9
Action: Request Park Ranger position
Owner: Matt Roberts/Ted Rhodes
Status: Active.
Target Completion Date: Next input to 2024-2025 Budget

Item Number: 10
Action: COSMAB to possibly review Rincon Bluffs EIR proposals from vendors
Owner: Matt Roberts
Status: Active.
Target Completion Date: After receipt and prior to award.

Item Number: 11
Action: COSMAB to review Bluffs I plans after plans are deemed complete. (In the meantime, COSMAB members should read the plans linked on the City's "Hot Topics" website page.
Owner: Matt Roberts
Status: Active.
Target Completion Date: First meeting after plans are deemed complete, likely September 2023 dedicated meeting as sole agenda item.

Item Number: 12
Action: Add "Motion to Approve the minutes of the regular meeting held <date>" or

similar as a standing agenda item to meeting agendas. If there are revisions to the minutes, they will be considered for approval, and the City will apply the revisions prior to posting the minutes on the City's website.
Owner: Matt Roberts
Status: Pending
Target Completion Date: Prior to next meeting

Item Number: 13
Action: Review and suggest revisions to City Boards Membership Supplemental Questionnaire for use in 2025
Owner: Ted Rhodes
Status: To be scheduled
Target Completion Date: Prior to next two-year appointment cycle (Jan 2025)

City of Carpinteria

COUNCIL AGENDA STAFF REPORT
September 25, 2023

ITEM FOR COUNCIL CONSIDERATION

Law Enforcement Services Agreement between the City of Carpinteria and the County of Santa Barbara for period between July 1, 2023, and June 30, 2027.

STAFF RECOMMENDATION

Approve and authorize the Mayor to execute City of Carpinteria Contract Law Enforcement Services Agreement between the City of Carpinteria and the County of Santa Barbara for period between July 1, 2023, and June 30, 2027.

Sample Motion: I move to authorize the Mayor to approve and execute the proposed Law Enforcement Services Agreement between the City of Carpinteria and the County of Santa Barbara. *(Requires a roll call vote.)*

BACKGROUND

Since 1992, the City of Carpinteria has contracted with the Santa Barbara County Sheriff's Office ("SBSO") for law enforcement services. Such services are provided pursuant to a written agreement and include, but are not limited to, patrol functions, law enforcement support, traffic enforcement operations, and parking enforcement.

In June 2019, the City Council approved and authorized execution of the currently operative agreement for law enforcement services—i.e., the Agreement to Provide Law Enforcement Services by and between the County of Santa Barbara and the City of Carpinteria from July 1, 2019, through June 30, 2023 (the "Existing Agreement," attached hereto as Attachment A)[1]. The SBSO contracts with three other cities in the County – Buellton, Goleta, and Solvang (collectively with the City of Carpinteria, the "Contract Cities") – under a nearly identical agreement in all respects except overall costs vary by each Contract City, respectively.

[1] As further discussed below, the Existing Agreement was extended by Amendment No. 3 to the Existing Agreement and is currently operative.

Costs for the first year of the Existing Agreement, fiscal year ("FY") 2019-20, were included in the Existing Agreement and totaled $3,884,808. Starting in FY 2021-22, however, the SBSO began passing along significant cost increases year-over-year. The City, along with each of the other Contract Cities (as it related to their respective agreements), disputed the FY 2021-22 contract amounts, after determining that SBSO had unilaterally decided to calculate costs using a "revised" cost model and because insufficient information had been provided to substantiate the proposed increase. The SBSO and the Contract Cities eventually resolved the dispute and agreed to memorialize the disputed terms and contracts for FY 2021-22 in Amendment No. 1 to the Existing Agreement (attached hereto as Attachment B). The City's FY 2021-22 negotiated contract costs totaled $4,582,326, which was approximately an 18% increase over the prior FY's compensation.[2]

For the final year of the Existing Agreement, i.e., FY 2022-23, SBSO proposed another significant cost increase. Again, each of the Contract Cities disputed the respective FY 2022-23 contract amounts based, in large part, on SBSO using a revised cost model and there being inadequate information to substantiate the proposed increases. The Contract Cities and SBSO attempted to informally resolve the dispute, but ultimately went to mediation. As a result of mediation, the City agreed to FY 2022-23 costs of $5,056,981, which represented a 10.4% increase for the City. The City Council approved this change via Amendment No. 2 to the Existing Agreement (Attachment C).

In November 2022, the Contract Cities and SBSO staff commenced negotiations for a new agreement for law enforcement services that was envisioned to be in full force and effect on July 1, 2023. However, these negotiations remained ongoing at the end of Fiscal Year 2022-23, and the parties had not yet come to an agreement on the cost model and other key terms of the new contract.

In June 2023, given that the termination date of the Existing Agreement was quickly approaching but the parties had not yet agreed on the terms for a successor agreement, staff recommended and Council approved and authorized the Mayor to enter into an additional amendment ("Amendment No. 3", attached hereto as Attachment D) to allow the parties more time to continue their efforts to negotiate a future agreement without a lapse in law enforcement services to the City. This additional amendment allowed the term of the Existing Agreement to be extended an additional 90 days, and to terminate upon the earlier of the following occurrences: (i) 11:59 p.m. on September 29, 2023; or (ii) the effectiveness of the fully executed successor agreement.

Amendment No. 3 further specified an increase in contract cost of 7.4% over FY 2022-23 costs and is subject to a subsequent adjustment to establish actual costs of service during the extended term. The City and SBSO agreed to continue future contract negotiations as expeditiously as possible, and that nothing in the amendment would be precedential to the future agreement or cost model therein.

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[2] This amount included the City's base hours plus all other costs, such as true-up, menu items, dispatch, DSSU administration and inflation.

As noted above, the FY 2022-23 total contract costs were $5,056,981. The costs to the City for the extension term under Amendment No. 3 are contained in Exhibit E-5 of Amendment No. 3 and are $452,600 per month. This represents a 7.4% increase from the prior year and is derived from the annual average Consumer Price Index for the Los Angeles Region of 7.4%.

The purpose of this agenda matter is for the Council to consider a new Agreement for Law Enforcement Services with the County of Santa Barbara ("New Agreement", attached hereto as Attachment E). On September 19, 2023, the County Board of Supervisors approved the New Agreement.

DISCUSSION

After nearly a year of negotiations, on September 5, 2023, the staff for the Contract Cities and the SBSO reached tentative agreement on key deal points needed to secure a new contract prior to the expiration of Amendment No 3. In addition to numerous contract language clarifications and improved definitions and reporting, the key terms of the New Agreement are as follows:

- COST MODEL: Shift from the previous Deputy Sheriff Service Unit ("DSSU") back to Full-Time Equivalent ("FTE") positions to reflect direct and indirect costs of providing law enforcement services.

- TERM: A four-year term from July 1, 2023, through June 30, 2027. The term of the New Agreement may thereafter be extended for a maximum of three (3) one-year periods, to no later than June 30, 2030, by mutual agreement of the City and County.

- GENERAL LAW ENFORCEMENT SERVICES: Enhanced meet-and-confer process for level of service reviews for the City's general law enforcement services (i.e., non-menu items). Currently, the New Agreement provides for two "posts" (24/7 patrol service) as well as services (full or partial FTE equivalency) for administrative and Contracts Bureau staff, Lieutenant, Sergeants, and Commander.

- MENU ITEMS: Additional safeguards relating to payment of menu item services and flexibility related to changes to the provision of menu items (those beyond the basic patrol functions such as the Community Resource Deputy).

- COMMUNITY-ORIENTED POLICING AND DEI: SBSO commits to providing law enforcement services consistent with the objectives of building trust and legitimacy, fostering a culture of transparency and accountability, maintaining a safe community, and engaging in community-oriented policing. Moreover, SBSO

commits to demonstrating respect for the diversity of each respective city's community and ensuring equity, inclusion, and access for all residents and visitors in the provision of law enforcement services.

- PERFORMANCE MEASURES: Identifiable objective standards for fostering community trust, legitimacy, transparency, accountability, and maintaining a safe community.

- REPORTING: More detail relating to existing practices for reporting law enforcement services statistics and data reporting, as well as additional reporting requirements in the event the County implements new systems/software that may provide additional data and statistics.

- COSTS: A mutually agreed upon base year amount for FY 2023/24 has been set at $6,059,014. The New Agreement also provides escalators to be applied over the term of the New Agreement that are comprised of:

    1) any salary increases for the deputy sheriff job class, defined to mean the types of increases to deputy compensation specified in Section 5 of the existing Memorandum of Understanding ("MOU") for the Santa Barbara County Deputy Sheriff's Association ("DSA") (March 16, 2022 through June 21, 2026) ("DSA MOU"), which amounts may later be amended by revision to the existing MOU (through an amendment or side letter) or by later adoption of a new MOU ("MOU Salary Increases"), *plus*

    2) an annual 2.78% annual escalator ("Annual Escalator").

The MOU Salary Increases are intended to provide cost recovery for the actual cost of the staffing provided under the New Agreement; the fixed 2.78% Annual Escalator is intended to cover any other rising costs outside of across-the-board salary increases, such as increases to insurance, merit-based pay bumps, etc. The Annual Escalator is fixed for all future years of the New Agreement, while the MOU Salary Increases are a variable term based on the DSA MOU then in effect and may be applied annually (as is set forth in the current DSA MOU) and/or if negotiated mid-year (*e.g.*, if the County enters a side letter with the DSA for MOU Salary Increases to take effect in December of 2023, the FY 23/24 cost of $6,059,014 will correspondingly increase for the latter part of the fiscal year at the rate of the agreed upon MOU Salary Increase)[3].

This "escalator" approach under the New Agreement differs significantly from the "annual re-computation" process under the Existing Agreement, which sought to after-the-fact reconcile budgeted costs with actual costs. The annual re-computation approach created significant and unanticipated volatility in the Existing Agreement price.

[3] City staff noted that the agenda for the County Board of Supervisors' September 19, 2023 meeting includes a closed session item regarding DSA negotiations, which could mean that the County is already considering an update to the DSA MOU and thus a potential MOU Salary Increase.

The use of an escalator in the New Agreement is intended to provide more budgeting certainty by limiting cost increases to: (1) MOU Salary Increases, either as currently set forth in the existing DSA MOU or as later amended; (2) the annual fixed rate escalator of 2.78%; and (3) changes to levels of service provided in the New Agreement (either to the general law enforcement services or to menu items). MOU Salary Increases or certain level of service changes may be applied annually or mid-year, as they occur.

POLICY CONSISTENCY

Establishing an updated Law Enforcement Services Agreement between the County and the City may be found consistent with the City's interests in maintaining appropriate and reliable law enforcement services, and understanding associated costs for purposes of transparency, accountability, and budget planning.

FINANCIAL CONSIDERATIONS

Currently for the City, the application of the cost model costs over the course of the New Agreement is anticipated to be as follows:

- The base year (FY 2023-24) is $6,059,014 (as may change by MOU Salary Increases or changes in menu items).
- In FY 2024-25, that amount would increase by 7.28% (4.5% MOU Salary Increases under the existing DSA MOU, plus 2.78% escalator) for a total of $6,500,112 (as may change by amendments to the existing MOU Salary Increases or changes in levels of service).
- In FY 2025-26, the Existing Agreement amount is anticipated to increase by 5.28% (2.5% MOU Salary Increases under the existing DSA MOU plus 2.78% escalator) for a total of $6,843,318 (as may change by amendments to the existing MOU Salary Increases or changes in levels of service).
- For FY 2026-27 (and any extensions thereafter), the MOU Salary Increases are subject to future negotiation between the County and the DSA, as well as any level of service changes; the 2.78% Annual Escalator would also apply.

Menu Items: The New Agreement contract cost includes the cost of one menu item, a Community Resource Deputy. The direct costs for the Community Resource Deputy is $221,057. The City may increase or decrease menu item services as desired pursuant to the terms of the New Agreement. A reduction in service would lead to a decrease in costs, while an increase in service would lead to an increase in costs.

The $6,059,014 for FY 2023-24 in the New Agreement represents a 19.8% increase over the current year cost. The primary drivers of cost increases include:

- Reallocation of overhead costs due to decline in unincorporated patrol
- Increased relief factor in patrol costing

- Addition of trainee and Field Training Officer ("FTO") costs
- Addition of Worker's Compensation and Liability insurance
- Addition of overtime
- Addition of Criminal Records costs which had not been charged for several years
- Addition of Overtime ("OT") for non-patrol duties (e.g., court appearances)
- Calculation of the Indirect Cost Rate Proposal ("ICRP") on Direct Overhead—not in FY 2020-23 model calculation.

The FY 2023-24 adopted budget amount for the estimated cost of the New Agreement is $5,919,700. An additional appropriation of $140,000 (assuming no future MOU Salary Increases in this fiscal year) will most likely be needed to support the full New Agreement amount of $6,059,014.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The City is authorized by law to contract with the County for law enforcement services, and the County is required to charge the City all those costs which are incurred in providing the services so contracted or authorized, provided that the County must not charge the City for a particular service, either as a direct or an indirect overhead charge, any portion of those costs which are attributable to services made available to all portions of the County, as determined by resolution of the Board of Supervisors, or which are general overhead costs of operation of the County government.[4] (Government Code section 51350.) The cost model set forth in the New Agreement is intended to align with Section 51350 and the limitations set forth therein.

Without a contract such as the Existing Agreement or proposed New Agreement, the County would provide some base-level services to the City, but such services would be significantly less than the amount of services provided under the Existing Agreement and the proposed New Agreement. The only feasible way to maintain the current service level for the near term is through approval of the New Agreement.

Looking ahead, given the rising costs of contracting with the County, the potential that staffing and cost challenges facing the County could lead to service reliability issues and/or inability to meet community service needs and expectations, or the potential County in the future elects to no longer provide contract law enforcement services to the Contract Cities, it may be prudent for the City to initiate a process aimed at gaining an understanding of alternative service delivery options, e.g., establishing a police department.

[4] County Board of Supervisors Resolution No.18-173, dated July 3, 2018 sets forth the Board of Supervisors' determination of which services are general overhead/available to all portions of the County.

OPTIONS

1. Authorize the Mayor to execute the Law Enforcement Services Agreement between the City of Carpinteria and the County of Santa Barbara. (Staff recommendation)

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

PRINCIPAL PARTIES EXPECTED AT MEETING

None

ATTACHMENTS

A: Existing Agreement

B: Amendment No. 1 to Existing Agreement

C: Amendment No. 2 to Existing Agreement

D: Amendment No. 3 to Existing Agreement

E: New Agreement

Staff Contact: Dave Durflinger, City Manager
(805) 755-4400, daved@carpinteriaca.gov

Signature

Reviewed By: Jena Acos, City Attorney
(805) 882-1427, JAcos@BHFS.com

Signature

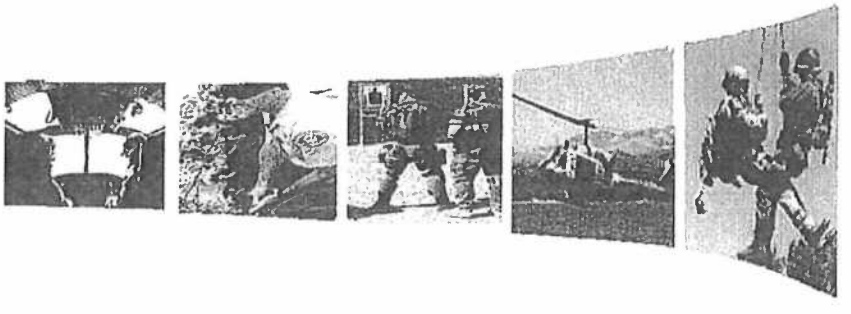
ATTACHMENT A

2019-029

2019-20

Contract Law Enforcement Services

BILL BROWN
SHERIFF-CORONER



Keeping The Peace Since 1850

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AGREEMENT TO PROVIDE LAW ENFORCEMENT SERVICES

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and the City of Carpinteria, an incorporated city having its principal place of business at 5775 Carpinteria Avenue, Carpinteria, CA 93013, (hereafter CITY) wherein COUNTY agrees to provide and CITY agrees to accept the services specified herein.

WHEREAS, CITY has requested COUNTY, through its Sheriff's Office, to provide law enforcement services pursuant to a contractual agreement; and

WHEREAS, the COUNTY, through its Sheriff's Office, has expressed willingness to provide law enforcement services on a cost reimbursement basis, as authorized by California Government Code section 51300 et seq.; and

WHEREAS, in recognition that this Agreement represents significant cost to CITY, COUNTY recognizes its responsibility of fiscal stewardship and to that end, is committed to providing law enforcement services in a fiscally responsible manner.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DESIGNATED REPRESENTATIVE.** The currently assigned City of Carpinteria Station Lieutenant at phone number (805) 755-4438 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. The City Manager at phone number (805) 755-4400 is the authorized representative for CITY. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To COUNTY:	Sheriff Bill Brown, P.O. Box 6427, Santa Barbara, CA 93160
To CITY:	City Manager, City of Carpinteria, 5775 Carpinteria Avenue, Carpinteria, CA. 93013

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

3. **SCOPE OF SERVICES.** COUNTY agrees to provide law enforcement services to CITY in accordance with **Exhibits A** through **A-2** and **Exhibit E** attached hereto and incorporated herein by reference.

4. **TERM.**

A. Basic Term. The term of this Agreement shall commence July 1, 2019, and continue through June 30, 2023, a four (4) year term, expiring on June 30, 2023, unless sooner terminated pursuant to Paragraph 13, Termination, below, or extended as described in Paragraph 4(B).

B. Extended Term. The terms of this Agreement may be extended for one period of (2) years, if the Sheriff and City Manager determine to so extend the term and written notice of such renewal is given to the other party at least six (6) months prior to expiration. The extended term shall be referred to as the Extended Term of the 2019-20 Agreement.

C. Appropriations Limitation. CITY and COUNTY each acknowledge that annual budgetary appropriations in future years for payment and services hereunder are subject to the approval of their respective legislative bodies.

5. **STANDARD OF PERFORMANCE.** COUNTY represents that it has the skills and expertise necessary to perform law enforcement services required under this Agreement, as described in **Exhibits A through A-2 and E.**

6. **COMPENSATION OF COUNTY.** COUNTY shall be paid for performance under this Agreement in accordance with the terms of **Exhibit B and C** attached hereto and incorporated herein by reference.

7. **INDEMNIFICATION AND INSURANCE.** CITY and COUNTY agree to defend, indemnify and save harmless each other and to procure and maintain insurance in accordance with the provisions of **Exhibit D,** attached hereto and incorporated herein by reference.

8. **OWNERSHIP OF EQUIPMENT.** COUNTY shall be the owner of all items incidental to the performance of this Agreement. Equipment or supplies purchased by CITY to aid in the performance of law enforcement services shall remain the property of CITY. No transfer of ownership of equipment from COUNTY to CITY shall occur as a result of this Agreement. It is understood that COUNTY shall provide all equipment and supplies necessary to the performance of this Agreement and that any CITY-owned equipment and supplies are provided voluntarily. CITY and COUNTY shall have no obligation to maintain or replace any CITY-owned equipment and supplies. Upon termination of the Agreement or applicable menu items within the agreement, an equipment or supplies purchased by the CITY for COUNTY may, at CITY sole discretion, revert to CITY ownership.

9. **INDEPENDENT CONTRACTOR.** It is expressly understood between the parties to this Agreement that no employer/employee relationship is intended; the relationship of COUNTY to CITY being that of an independent contractor and CITY and COUNTY retain sole and independent liability for the actions of the employees of each.

10. **NONDISCRIMINATION.** COUNTY hereby notifies CITY that COUNTY'S Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CITY agrees to comply with said ordinance.

11. **NONEXCLUSIVE AGREEMENT.** CITY understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with other Santa Barbara County cities and/or other entities to provide the same or similar services.

12. **ASSIGNMENT.** Neither party shall assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of the other party and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination of this Agreement.

13. **TERMINATION.**

A. By COUNTY

1. Termination for Convenience. COUNTY may terminate this Agreement upon Three Hundred Sixty Five (365) days' written notice. Upon the date of termination, COUNTY shall cease work and notify CITY as to the status of its performance.

2. Termination for Cause. Should CITY default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY'S sole option, terminate this Agreement by Ninety (90) days written notice.

B. By CITY

1. Termination for Convenience. CITY may terminate this Agreement upon Three Hundred Sixty Five (365) days' written notice.

2. Termination for Cause. Should COUNTY default in the performance of this Agreement or materially breach any of its provisions, including by failing to provide CITY all or any part of the services set forth in Exhibit A, CITY may, at CITY'S sole option, terminate this Agreement by Ninety (90) days written notice.

Notwithstanding any other payment provision of this Agreement, CITY shall pay COUNTY for service performed to the date of termination, including any prorated amount of compensation due hereunder less payments, if any, previously made.

14. **SECTION HEADINGS.** The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

15. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

16. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to the parties is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

17. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and each covenant and term is a condition herein.

18. **NO WAIVER OF DEFAULT.** No delay or omission of by either party to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be

construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to each party shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of the exercising party.

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

20. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

21. **COMPLIANCE WITH LAW.** Both parties shall, at their sole cost and expense, comply with all applicable City, County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement.

22. **CALIFORNIA LAW.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court; or in the federal district court nearest to Santa Barbara County, if in federal court.

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

24. **AUTHORITY.** The parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, COUNTY and CITY hereby warrant that each shall not have breached the terms or conditions of any other contract or agreement to which COUNTY or CITY is obligated, which breach would have a material effect hereon.

25. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections. In the event of conflict between the provisions contained in the numbered sections of this Agreement, Exhibits and subsequent contract Amendments, the most current contract Amendment shall prevail over the provisions, Exhibits and/or prior Amendments.

26. **DISPUTE RESOLUTION PROCESS.** Before commencing any legal proceeding in any court of law, any controversy, arising out of or relating to this Agreement, its enforcement, or interpretation, including claims of an alleged breach (but excluding a dispute regarding the level of service subject to procedure set forth in Paragraph 2.B. of Exhibit A) shall be first submitted to non-binding mediation. Written notice stating the basis of the dispute, including the amount disputed, if any, shall be provided to the other party within thirty (30) days of the event giving rise to the dispute. During the next thirty (30) days following

receipt of notice, the parties shall engage in good faith efforts to resolve the dispute through the appropriate internal hierarchy of each agency. If the dispute remains unresolved, the matter shall be referred to a neutral mediator agreed to by both parties. If the parties cannot agree on a mediator, the mediator shall be appointed pursuant to the Commercial Arbitration Rules of the American Arbitration Association, unless the parties mutually agree to choose the mediator in another manner. The mediator shall hear presentations and documentary evidence from the parties. The rules of evidence shall not apply to the mediation. At the conclusion of the mediation, the mediator shall render a written decision. Any costs of retaining the services of the mediator shall be shared equally by the COUNTY and CITY. The parties intend that the dispute resolution procedures provided for hereunder shall be conducted in as expeditious a manner as possible.

27. **AGREEMENT NOT CONSTRUED AGAINST DRAFTER.** This Agreement has been negotiated and prepared by the parties and their respective counsel, and should any provision of this Agreement require judicial interpretation, the court interpreting or construing the provision shall not apply a rule of construction that a document is to be construed against one party.

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IN WITNESS WHEREOF, the parties have executed this Agreement to be effective July 1, 2019 after it is fully executed by the appropriate CITY and COUNTY officials.

COUNTY OF SANTA BARBARA

By: _____

STEVE LAVAGNINO
CHAIR, BOARD OF SUPERVISORS

Date: 7-2-19.

ATTEST:
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____

APPROVED AS TO FORM:
RAY AROMATORIO
RISK MANAGER

By: _____

APPROVED AS TO FORM:
BETSY M. SCHAFFER
AUDITOR-CONTROLLER

By: _____

APPROVED AS TO CONTENT:
SHERIFF BILL BROWN
SANTA BARBARA SHERIFF'S OFFICE

By: _____ 5/30/19

CITY OF CARPINTERIA

By: _____

WADE NOMURA
MAYOR OF CARPINTERIA

Date: 6/6/19

ATTEST:
CITY CLERK
FIDELA GARCIA

By: _____

APPROVED AS TO FORM:
JENA ACOS
CITY ATTORNEY

By: _____

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Exhibit A: Statement of Work

The purpose of Exhibit A is to describe and define the type and level of work to be performed.

1. **Delivery of Services.**

COUNTY, through its Sheriff's Office, shall deliver general law enforcement services within the incorporated limits of the City of Carpinteria according to the terms and conditions set forth herein. It is the goal of the Sheriff's Office to provide a high level of professional excellence; respond to calls for service promptly; protect lives and property to the best of its ability; practice community oriented policing and conduct itself in a manner that promotes trust and legitimacy and is participatory in community matters and events; initiate programs that prevent and deter crime or improve the quality of life; stay abreast of modern policing methods and technology; and apprehend criminal offenders.

2. **General Law Enforcement Services.**

A. COUNTY agrees to provide general law enforcement services for CITY, which include 24/7 police patrol; criminal investigation/detectives; technical services; direct support and administrative functions; emergency Dispatch; general traffic enforcement, accident investigation, and parking control; all services included within a Deputy Sherriff Service Unit, as defined in Exhibit A-1; and all Specialized Law Enforcement Functions, as defined in Paragraph 2.C.

1. Labor and Materials. COUNTY shall supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to perform all duties and functions to maintain the level of service to be rendered hereunder. Notwithstanding anything contained herein, in all instances where special supplies, stationery, notices, forms and the like must be issued in the name of CITY, the same shall be supplied by CITY at CITY'S cost and expense.

2. Marked Vehicles. The Sheriff's Office may authorize defined areas of patrol vehicles to display CITY insignia indicating they are CITY police vehicles. If CITY elects to display approved CITY insignia the cost of such insignia will be at CITY expense.

3. Prosecution of Offenses. CITY and COUNTY shall continue their existing practice regarding the prosecution of offenses, with CITY responsible for the prosecution of infractions and City Ordinances, and COUNTY, through the District Attorney's Office, responsible for the prosecution of all other offenses. There shall be no cost effect on the parties under this Section.

4. Custody and Coroner Functions. It is generally understood by both parties at this writing that current law requires conventional custody and coroner functions be provided at the COUNTY'S obligation and expense throughout the County of Santa Barbara regardless of incorporated or unincorporated boundaries. CITY, therefore, will not be invoiced for custody or coroner services. This item is also addressed in Exhibit B, Paragraph 1(B).

B. Level of Service.

1. Level of Service Recommendation. The level of service, workplace and/or geographic boundaries for general law enforcement services to CITY will be recommended by COUNTY by November 1 of each year with service level adjustments occurring July 1 of the following year. The level of service refers to the sum of Deputy Sheriff Service Units (as defined in Exhibit A-1) ordered, supervision, contract management, support functions, equipment, capital structures, major assets, services, supplies, and other incidental costs attributable to the provision of general law enforcement services within the then current geographic boundaries of CITY. In consultation with COUNTY, CITY may enhance the level of law enforcement services as defined under Paragraph 3, "Supplemental Law Enforcement Services."

2. Level of Service Adjustment.

a. Adjustment Recommendation by COUNTY. If COUNTY proposes to raise the level of service above the level of service provided in the prior year, COUNTY shall provide CITY, along with its recommendation, data supporting its determination that a higher level of service is necessary to protect public and officer safety along with its recommendation. If requested by CITY, COUNTY will discuss alternative service options.

b. Adjustment Request by CITY. If CITY wishes to reduce the level of service below the level of service provided in the prior year, CITY shall make a written request to COUNTY within 30 days of the date it receives COUNTY'S level of service recommendation. CITY shall provide information supporting its request for a reduction in service level.

c. Consideration of Adjustment. The parties agree to work in good faith to review and consider the adjustment recommendation or request, including providing any supporting information or data that either party may request to support the recommendation or request.

3. Level of Service Review. If the parties do not come to agreement on an adjustment recommendation or request through the process set forth in Paragraph B.2., CITY may request review from the Undersheriff. The Undersheriff shall engage in a face-to-face meeting with the CITY to review the recommendation or request and shall consider the CITY'S position in good faith. The parties shall make all reasonable efforts to complete this process by April 15 of any year in which the process is utilized.

4. Minimum Level of Service. COUNTY is under no obligation to allow a minimum level of service that jeopardizes public or officer safety. If the level of service review, as set forth in Paragraph 2.B.3., is completed and the parties do not come to an agreement regarding the required level of service, the parties agree that the Sheriff shall have final authority to determine minimum level of service for this Agreement.

5. Amendment. If the foregoing process results in an increase or decrease to levels of service, the parties shall prepare and execute a written amendment to this Agreement as to the terms and conditions of the increase or decrease; all other terms set forth in this Agreement shall continue in full force and effect.

C. Specialized Law Enforcement Functions. Specialized law enforcement functions, such as: K-9; Mounted Unit Patrol; Search & Rescue; Hostage Negotiations; Special Enforcement (SWAT) Team; Dive Team, Hazardous Devices Team, Professional Standards Investigations, Reserve Forces; Fugitive/Warrant Detail; and/or Helicopter/fixed wing patrol are included in the cost of a Deputy Service Unit, described in Exhibit A-1, and may also be provided within the City Limits as needed and when deemed appropriate by COUNTY. CITY will not be invoiced separately for these services unless the service is requested by CITY as described in Section 3.

D. Grant Administration. The Administrative function will also include the ability and authority for COUNTY to apply, administer and implement grant opportunities for the benefit of CITY with the expressed written permission of the Designated Representative of CITY.

E. Service Limitations of COUNTY. All references to General Law Enforcement Services contained in this Agreement are references only to services that shall be delivered under the terms of this Agreement.

3. **Supplemental Law Enforcement Services.**

A. Additional Level(s) of Service.

1. Definition. Additional Level(s) of Service refers to supplemental or specialized law enforcement services not included in, "General Law Enforcement Services," as defined in Section 2, above. CITY may request an additional level of service such as, but not limited to: dedicated traffic enforcement, Community or School Resource Officers, dedicated specialty units (k-9, gang enforcement, etc.) or grant programs that are within the legal authority of COUNTY to provide. Another example is the application, administration and implementation of a supplemental grant program. Other supplemental law enforcement services are set forth in Exhibit A-1. CITY may request this additional level of service in writing to COUNTY'S Station Lieutenant. COUNTY will consider CITY'S requests and, at its option, implement these requests with any additional, actual expense invoiced to CITY.

2. Grant Programs. If the additional level of service is tied to a grant program,

3. CITY will be invoiced for actual, additional costs above the grant award for the applicable time period unless COUNTY and CITY agree otherwise. This assumes that any grant funds are received directly by COUNTY. CITY may request and COUNTY may provide cost estimates prior to the implementation of a grant and/or program. CITY understands that actual, additional costs may vary slightly (high or low) from original estimates. Any supplemental, material expenses related to ongoing programs will be recommended by COUNTY to CITY in advance of purchase. CITY understands and accepts that if a supplemental item related to an ongoing program is not approved by CITY, COUNTY may exercise the option to refrain from further work on the grant or program. COUNTY will apply Departmental and/or County overhead to a grant cost when the provisions of the grant allow for the accounting of overhead expense. CITY understands and accepts that the net cost of grant overhead may become an expense to CITY when other provisions are not agreed upon in writing by both parties in advance of the implementation of the grant. CITY understands and accepts any ongoing fiscal, staffing, and/or programmatic obligations incurred in the acceptance of a grant. An example of such an obligation may include a grant requirement to retain a staffing position for a time period beyond the original grant award period.

B. One-time or Periodic Law Enforcement Services.

1. Definition. One-time or Periodic Law Enforcement Services refers to the provision of periodic or one-time enhancements to the level of general law enforcement services provided, such as, but not limited to: additional security for special events and seasonal staffing. These planned and/or unplanned events usually require additional, short-term law enforcement services. For planned events, upon written request of CITY to COUNTY, COUNTY will review and recommend the appropriate level of service for the event or occurrence and provide CITY with services within the available staffing and legal authority of COUNTY. In the instance of an unplanned event or emergency requiring law enforcement services in order to maintain public safety, COUNTY will immediately respond with an additional level of law enforcement service as determined by COUNTY in accordance with existing mutual aid agreements.

2. City Cost. CITY will be invoiced for actual, additional costs of any and all one time or periodic law enforcement services unless there exists no actual, additional cost (process described in Paragraph 3(B)(4) herein). CITY may request a written cost estimate in advance of a planned event and CITY understands and accepts that actual, additional costs of the event may vary (high or low) from the estimate.

3. Request Process for Planned Events. The request for additional law enforcement services for planned events shall be memorialized in writing, printed or electronic, between the two parties through their respective Designated Representatives. The writing will describe the nature of the event, specific dates, times and addresses and may include a suggested level of service. The CITY will provide COUNTY with as much advance notice as is possible and practical prior to the event, for COUNTY scheduling purposes.

4. Provision of One-time or Periodic Services. COUNTY shall grant such requests if and when it is capable of doing so. This will first be accomplished using existing staff during regularly scheduled work hours if/when the provision of such services would not unreasonably interfere with the Sheriff's provision of general law enforcement services to the unincorporated portion of the County. If the request can be accomplished within the regularly scheduled hours that are already included within this Agreement, there may be no actual, additional expense incurred by CITY. The second staffing priority will be the use of additional personnel through overtime scheduling of the Sheriff's Office staff. The third staffing priority will be provided by means of COUNTY'S request of additional personnel from a neighboring law enforcement agency. COUNTY shall provide notice to CITY prior to providing service under the second or third staffing priority, when feasible. Any additional personnel and/or equipment used in the provision of supplemental law enforcement services will be invoiced above the base agreement amount in a manner described in Exhibit B. The priorities set forth herein are designed to keep CITY'S costs to a minimum and are consistent with current practice.

4. **Personnel Management.**

A. Hiring, Training and Discipline of Staff. The hiring, training, discipline and/or control of all Sheriff's Office personnel employed under this Agreement shall remain under the appropriate chain-of-command within COUNTY Sheriff's Office. All persons employed in the performance of services and functions for CITY pursuant to this Agreement shall be COUNTY employees.

B. Exclusive Authority. Subject to the terms of this Agreement, the Sheriff shall retain exclusive authority over the activities of his/her personnel. The planning, organization, scheduling, direction, supervision, standards of performance and discipline of Sheriff's personnel, and all other related matters incidental to the delivery of General Law Enforcement Services to CITY shall be as determined by the Sheriff. Nothing herein shall be deemed to limit the Sheriff's authority to move, transfer and/or discipline Sheriff's Office personnel as Sheriff in his/her discretion deems appropriate.

C. City Personnel Consultations and Recommendations. CITY may request to be consulted on the selection or replacement of the station Lieutenant, who will represent the Sheriff as Chief of Police, and any personnel for any position related to supplemental law enforcement services of a specialized nature that the CITY has requested. CITY may request review or transfer of Sheriff's personnel as a consequence of services and functions performed under this Agreement, and such request shall be considered in good faith by Sheriff in determining the appropriate course of action, if any. CITY may make these requests through the Station Lieutenant.

D. Employee Pay Issues. CITY shall not assume any liability for the direct payment of any salaries, wages or other compensation to any COUNTY personnel performing services hereunder for CITY, including liability for workers' compensation claims or injury or illness arising out of COUNTY personnel's performance of this Agreement (aside from costs included within the Deputy Sheriff Service Unit as defined in Exhibit A-1). Except as otherwise provided herein, no person employed by COUNTY hereunder shall have any rights to pension, civil service, or other status or right from CITY by virtue of this Agreement; and

no CITY employee shall have any rights to pension, civil service or other status or right from COUNTY by virtue of this Agreement.

E. Orientation. Personnel assigned to CITY pursuant to the terms of this Agreement shall receive appropriate orientation regarding the special characteristics and needs of CITY. Training shall include familiarization with CITY municipal codes, key CITY staff and CITY departments that will interact with Sheriff personnel.

5. **Enforcement of Laws.**

Sheriff shall enforce the statutes of the State of California and the municipal police ordinances of CITY. When requested, Sheriff will assist in the enforcement of CITY Code provisions in cooperation with CITY'S staff and Code Enforcement personnel.

6. **Mutual Cooperation.**

To facilitate the delivery of services under this Agreement, COUNTY shall have full cooperation and assistance from CITY, its officers, agents and employees and CITY shall have full cooperation and assistance from COUNTY, its officers, agents and employees.

7. **Maintenance of Records.**

COUNTY shall keep reasonably itemized and detailed records and reports as required by law, grants and/or generally accepted accounting principles on behalf of CITY. CITY records shall be maintained by COUNTY pursuant to COUNTY practice and as required by law, and shall be available to CITY for inspection after reasonable prior notice to COUNTY. CITY understands and accepts that various records may be destroyed after specific time periods have passed and thus unavailable for inspection.

8. **Monthly and Annual Reports.**

Within Fifteen (15) working days after the end of each calendar month, COUNTY via the Sheriff's Law Enforcement Contract Services Bureau, shall provide CITY a monthly report of law enforcement service statistics as set forth in Exhibit A-2 hereto. These monthly reports will also be summarized in a quarterly report. COUNTY further shall provide CITY an annual report if/when applicable. COUNTY and CITY may work together to modify the format and content of the report as needed and when practical.

Exhibit A-1: Deputy Sheriff Service Unit

Sheriff's services are generally provided in the form of Deputy Sheriff Service Units (DSSU). One DSSU is equivalent to the sworn and support personnel required to staff one patrol position 24 hours a day for 1 year.

One Deputy Sheriff Service Unit equates to:

A sufficient number of Sheriff Deputies to provide for 24-hour coverage, seven days a week for one year, including relief (lost time). This equates to 8,760 hours of service to CITY a year per DSSU ordered. If for any reason the Sheriff falls below 98% compliance in providing this level of service, CITY will not be charged for the shortage. CITY will also be entitled to an explanation for the shortage of service and a proposed resolution.

If CITY compliance rate goes above 112% for each of three consecutive months, CITY and COUNTY will meet and confer. If, subsequent to the meet and confer, the compliance rate remains above 112% for any additional consecutive calendar months but below the threshold for an additional Deputy Sheriff Service Unit, CITY will pay the percentage above 112%, at the Deputy Sheriff Service Unit rate for those consecutive calendar months. If and when CITY compliance rate falls below 112% for a calendar month, CITY will no longer pay the percentage above 112% at the Deputy Sheriff Service Unit rate unless and until the compliance rate once again remains above 112% for each of three consecutive calendar months and CITY and COUNTY meet and confer. This will apply to the current Agreement and any extension to the current Agreement.

Since timekeeping is a critical component of a DSSU, COUNTY is committed to ensuring that COUNTY is appropriately tracking time. COUNTY agrees that it will provide training and updates to its sworn and support personnel and will also audit the timekeeping system periodically. CITY will be provided with monthly reports to demonstrate time compliance reporting as described in Exhibit A-2.

Additionally, all management, supervision, investigative support, administrative support, overtime and supply costs are included. This ensures that there are no unexpected cost increases to the CITY for the annual duration of the contract. The costs for all services and supplies, relief (lost time) factors, overtime, labor, and insurance costs will be calculated each year based on prior year actual costs and provided to CITY prior to the end of the current fiscal year.

The following are Supplemental Law Enforcement Services available for purchase, also referred to as menu items:

Deputy Sheriff

- Additional deputy to enhance patrol functions or focus on specific interests and needs of CITY.

School Resource Deputy

- Typical duties involve enforcement of state, local and education code laws.
- Liaison between school officials, City staff and the Sheriff's Office.

- Provide education classes to students, parents and community members impacted by the school.
- Complete School related projects as directed.
- Investigate youth related offenses related to the school on and off campus.

Community Resource Deputy

- Typically works as a liaison between CITY staff and Sheriff's personnel.
- Works cooperatively with the City Manager, or designee, and the Station Lieutenant; focuses on interests unique to the city.
- Develops crime prevention programs and provides public education and instruction.
- Typically assists with coordinating CITY sponsored events.

Detective

- Investigates general or specific criminal violation cases developed by patrol personnel.

Sergeant

- Supplemental supervision for groups of deputies assigned to similar duties or projects.

Administrative Office Professional

- Clerical staff assigned to process incident, crime and traffic reports.
- Responsible for records processing and information coordination with the District Attorney and other local state and federal agencies.

Sheriff's Service Technician

- Under general supervision performs a variety of non-sworn technical and clerical based administrative duties in the office and the field. Supports sworn law enforcement personnel by performing tasks that do not require a sworn deputy to perform.

Supplemental Law Enforcement Services include overhead costs. They can be provided with or without a relief factor.

Exhibit A-2: Monthly Sheriff's Report
List of Collected Statistics

Crime Report Statistics

Criminal Homicide
Robbery
Burglary- Residential
Burglary- Institutional
Vehicle Theft
Theft
Theft- Recovery Value
Forcible Rape
All Assaults
Burglary- Commercial
Burglary- All Others
Vehicles Recovered
Theft- Value

Traffic Statistics

Accidents
Person Injured
Persons Killed
DUI Arrests
Towed Vehicles
Injury Collisions
Fatal Collisions
Citations
AB321 Violations

Caseload

Felony Arrests
Misdemeanor Arrests

Potential Homeless/Transient Contacts

Number of Contacts
Time Spent on Calls

Deputy Sheriff Service Unit Hours

Time spent on calls for service
Time spent on report writing and administrative duties
Proactive patrol and Crime Prevention activities

Exhibit B: Payment Methodology

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Exhibit B: Payment Methodology

1. **General Compensation.**

A. Reimbursable Expenses. Subject to the terms of this Agreement, CITY shall pay to COUNTY the costs incurred by COUNTY in providing the services contracted for or otherwise authorized under the terms of this Agreement, including:

- Salaries and benefits of all COUNTY officers and employees engaged therein for positions defined in Exhibit A-1: Deputy Sheriff Unit;
- Direct supervision;
- Clerical support;
- Contract Law Enforcement Services Unit;
- Direct services and supplies;
- Department-applied overhead;
  (a percent applied to salaries and benefits expenses only);
- A proportionate share of Law Enforcement Dispatch and Records;
- Management services;
- Any actual, additional costs associated with supplemental law enforcement services (as described in Exhibit A, Paragraph 3); and,
- Any other mutually agreed upon expense that arises during the term of the AGREEMENT. Examples include CITY'S request to participate in a COUNTY bid process, or sharing a purchasing contract for the purpose of quantity discount to the benefit of both parties.

B. COUNTY Obligations. CITY will not be billed for general overhead costs of operation of the County government until or unless authorized by applicable provisions of the then-current Government Code. COUNTY shall not charge CITY for any service or function performed by the COUNTY attributable to services made available to all portions of the County, such as Custody or Coroner services, as referenced in Exhibit A (2)(B).

2. **Annual Recomputation of Compensation**

A. Recomputation of General Law Enforcement Services. Except as otherwise specified hereinafter, the total amount charged for General Law Enforcement Services, as defined in Exhibit A, Paragraph 2, shall be recomputed annually with an estimate provided by COUNTY on or before November 1st of each calendar year for the following fiscal year, with the fiscal year defined as July 1st through June 30th. A final recomputation will be provided by COUNTY for the fiscal year beginning July 1st on or before January 15th of the same year. The recomputation calculation shall be determined by COUNTY based on actual costs of providing General Law Enforcement Services described in Exhibit A, Paragraph 2, from the previous fiscal year. The recomputation formula will specifically include actual costs for items specified in Exhibit B, Paragraph 1. The total agreement amount for the applicable fiscal year will be effective July 1st of that fiscal year, subject to review by CITY as provided in Exhibit A, Paragraph 4, above. Staff representatives

of COUNTY and CITY are advised to meet during the calculation process and prior to any formal presentation before their respective governing bodies. In the event cost increases will have a detrimental impact to the CITY'S budget, Sheriff will meet with CITY, upon its request, and discuss staffing adjustments to mitigate costs, provided service levels do not drop below safe levels as described in Exhibit A, section 2(B)(1).

1. The annual cost computation will be provided to CITY as Exhibit E-1 and will be referred to as First (1st) Annual Cost Computation, Second Annual Cost Computation if this Agreement is extended, and Third (3rd) Annual Cost Computation if this Agreement is further extended.

B. Increases to Service Level Requested by City. In the event that CITY desires to increase the then-existing type or level of staffing provided under the terms of this Agreement - in addition to other procedures set forth in this Agreement - CITY will make a written request to COUNTY in December of each year for changes to be applied to the succeeding fiscal year. CITY'S request shall detail the specific type and level of staffing CITY desires, with CITY acknowledging that the costs of such services may impact the total, negotiated agreement for the relevant fiscal year. COUNTY shall review said annual request within thirty (30) days of COUNTY'S receipt thereof and acknowledge acceptance or rejection by letter to CITY'S Designated Representative. Upon notice from COUNTY of acceptance or partial acceptance of said request, and the cost of providing the type or level of staffing therein agreed upon, the parties shall prepare and execute a written amendment to this Agreement as to the terms and conditions set forth in said annual request and acceptance; all other terms set forth in this Agreement shall continue in full force and effect. In the event COUNTY rejects all or any portion of said annual request, the then-existing type and level of staffing shall remain in full force and effect, as modified by the acceptable portions of said annual request, until such time that the parties reach agreement as to the rejected portions of said annual request. An increase in level of service recommended by COUNTY, or decrease requested by CITY, is subject to the procedures set forth in Paragraph 2 of Exhibit A and not this Paragraph.

C. Payment Process. The total estimated cost for the applicable fiscal year will be divided by twelve (12) months and invoiced monthly to CITY for full payment on or before the 25th of the applicable month in which services are rendered. For example, law enforcement services provided in the month of July are due July 25th. The purpose of this specific due date is to match earned obligations with earned receipts in the same accounting period, which benefits both parties administratively. CITY'S payment shall be made by check or electronic transfer. A check shall be made payable to the order of, "Santa Barbara County Sheriff's Office" and mailed to the COUNTY address specified in Paragraph 1, Designated Representative, unless otherwise directed in writing by COUNTY. If such payment is not delivered to the COUNTY office within thirty days of the respective due date, COUNTY is entitled to recover interest thereon. Said interest shall be assessed using the COUNTY'S pooled interest rate in effect at the time; it shall commence thirty (30) days after the date of the invoice and continue until such time as the payment is delivered to the COUNTY office described on said invoice.

D. Revised Exhibit E. A revised Exhibit "E", (to be called Exhibit E-1, E-2, etc., and dated with the effective date of said Exhibit) shall be provided by COUNTY to CITY showing rate adjustments and the consequent adjustment in monthly compensation due COUNTY

whenever there is any recomputation of compensation due COUNTY. Any such revised Exhibit E shall constitute an amendment to this Agreement upon signature by the City Manager, or his designee, and the Sheriff on behalf of the COUNTY. The format of Exhibit E may be revised from time-to-time according to current accounting practices, service changes, CITY-requested changes in format or other unforeseen circumstances at the time of this Agreement.

E. Future Annexation. In the event that CITY annexes any new area near the incorporated City limits, COUNTY will continue or begin to provide law enforcement services to that annexed area under the terms of this Agreement. Additionally, within thirty (30) days of applicable annexation, the compensation due to COUNTY by CITY will be adjusted to serve the newly-annexed area(s).

3. **Additional Law Enforcement Services.**

A. Annual Agreement. CITY costs for One-time or Periodic Law Enforcement Services, as defined in Exhibit A, Paragraph 3, will not be included in the total Agreement amount.

B. Estimates. CITY may request an estimated cost from COUNTY as described in paragraph 2(A) for budget preparation and planning purposes for the fiscal year or in advance of a planned event. CITY understands and accepts that such an estimate in no way represents any minimum or maximum charge to CITY.

C. Cost Tracking & Invoicing. The actual, costs related to providing additional or special law enforcement services will be tracked through the COUNTY'S Financial System (currently referred to as "FIN") and reviewed prior to preparing a summary invoice. COUNTY will send an invoice to CITY within 90 days of the conclusion of the work performed. A detailed listing of these charges will be kept on file at the COUNTY office and made available to CITY upon written request. These records will be maintained for a period of one year after the date of the original invoice.

D. Payment Process. CITY payment for Additional or Supplemental Law Enforcement Services is due to the COUNTY within thirty (30) days of the date of the invoice. Payment will be made payable to: "Santa Barbara County Sheriff" and mailed to: Santa Barbara County Sheriff Dept., Attention: Business Office, P.O. Box 6427, Santa Barbara, CA 93160-6427. If such payment is not delivered to the COUNTY office within thirty days after the date of the invoice, COUNTY is entitled to recover interest thereon. Said interest shall be assessed using the COUNTY'S pooled interest rate in effect at the time; it shall commence thirty (30) days after the date of the invoice and continue until such time as the payment is delivered to the COUNTY office described on said invoice.

4. **Miscellaneous**

A. Booking Fees. CITY will not be responsible for the payment of booking fees to COUNTY.

B. Third Party Reimbursements. CITY may seek direct reimbursement of Supplemental Law Enforcement Services from a third party when applicable. An example

of an applicable situation occurs when CITY collects a fee or deposit from a film crew, pays COUNTY for services provided, and then charges the film crew for the expense from the deposit.

C. Facilities. COUNTY makes no guarantees regarding the negotiation of gratis "Store Front" facilities within the City for law enforcement use.

D. Capital Improvements. COUNTY makes no guarantees regarding law enforcement-related capital improvements within the City.

E. Other Law Enforcement Agencies. COUNTY makes no guarantees regarding the ability to negotiate services from other law enforcement agencies on behalf of CITY.

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Exhibit C: Cost Model

The cost model determines the cost of a Deputy Sheriff Service Unit based on the actual hourly cost of a Sheriff Deputy, which includes both direct and indirect costs of providing one hour of law enforcement services. This actual hourly cost is then multiplied by 8,760 hours in order to equate to the annual cost of one Deputy Sheriff Service Unit, as described in Exhibit A-1. The annual cost of one Deputy Service Unit is then multiplied by the quantity of Deputy Sheriff Service Units purchased by CITY to determine the total annual cost for general law enforcement services to be included in the total contract amount for the applicable fiscal year. The direct and indirect costs of providing one hour of law enforcement services are determined as follows:

1. Direct cost of a Sheriff Deputy. This is the average actual hourly cost of salary and benefits paid to the Sheriff Deputy employee classification for law enforcement services. The direct cost of a Sheriff Deputy excludes all costs of Sheriff functions which are made available to all portions of the County, such as custody and coroner, as well as all law enforcement programs and projects that are reimbursable from other sources.

2. Direct cost of support to a Sheriff Deputy. This is the average actual hourly cost of salary and benefits paid to the employee classifications that provide direct support to a Sheriff Deputy for one hour of work. This includes the chain of command supervising and managing a Sheriff Deputy (Sergeants, Lieutenants, Commanders, Chief) as well as other direct support staff. The direct cost of support to a Sheriff Deputy also excludes the functions, programs and projects excluded from the direct cost of a Sheriff Deputy.

3. Anticipated salary and benefits increases. The direct cost of a Sheriff Deputy and the direct cost of support to a Sheriff Deputy are estimated for the next fiscal year based on the prior fiscal year's actual average costs. In order for these estimated costs for the next fiscal year to more closely match the actual average costs for the next fiscal year, the prior year actual average costs are adjusted for anticipated salary and benefit increases, such as negotiated cost of living increases and projected employer pension contribution changes. These adjustments help reduce the amount of any true-up required, as explained in 7. below, in order to match estimated costs billed to actual costs incurred.

4. Direct services and supplies and other charges. This is the actual hourly cost per a Sheriff Deputy of direct services and supplies and other charges incurred for law enforcement. This includes equipment maintenance, vehicle fuel, training, motor pool charges, liability insurance, and various other law enforcement expenditures. This also excludes any expenditures for functions, programs and projects that are excluded from the direct cost of a Sheriff Deputy.

5. Indirect Cost of Support and Administration. This is determined using the indirect cost rate calculated for the Sheriff's Support and Administration Division, including Cost Allocation Plan charges applied to Sheriff Law Enforcement. This rate is applied to the direct cost of a Sheriff Deputy and the direct cost of support to a Sheriff Deputy in order to determine the indirect costs applicable to law enforcement services. The rate is calculated annually by the Sheriff's Office in accordance with federal cost principles and reviewed by the Auditor-Controller. The rate used for determining indirect costs billable to cities excludes any costs that are general overhead costs of operation of the County government.

6. Public safety dispatch costs. This is the CITY's proportionate share of the Sheriff's public safety dispatch costs allocated to law enforcement. The CITY's share of these costs are based on the total hours purchased by the CITY as a percentage of the Sheriff's total law enforcement hours

7. True-up to actual cost. Because the cost model estimates the costs for next year based on the prior year actual costs, a comparison of what was estimated and billed for next year and what the costs actually are will be performed after the close of next year. The difference, whether positive (due to actual costs exceeding estimated costs) or negative (due to estimated costs exceeding actual costs), is then included in the costs estimated for two years later in order to true-up the estimated costs billed next year to the actual costs incurred.

8. Sheriff's Law Enforcement Contract Services Bureau. This is the CITY's proportionate share of the Sheriff's Contract Law Enforcement Unit costs. The CITY's share of these costs are based on the total hours purchased by the CITY as a percentage of the Sheriff's total law enforcement hours.

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Exhibit D: Special Indemnification & Insurance Provisions

The purpose of Exhibit D is to address liability & insurance issues.

1. **Indemnification**

A. Indemnification by CITY. CITY shall indemnify, defend and hold COUNTY and COUNTY'S agents, officers, elected officials, employees and volunteers, harmless from and against all claims, damages, losses, causes of action and expenses, including attorney's fees, for any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law, ordinance or constitutional provisions, including those circumstances where COUNTY lawfully enforces municipal ordinances that are later deemed or declared unconstitutional, or other cause which arises out of, relates to or results from the activities or omissions, negligent or otherwise, under this Agreement of CITY, and CITY'S officers, agents, elected officials and employees.

B. Indemnification by COUNTY. COUNTY shall indemnify, defend and hold CITY, and CITY'S agents, officers, elected officials, and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorney's fees, for any personal injury, bodily injury, loss of life or damage to property, violation of any federal or state constitutional provisions, or other cause which arises out of, relates to or results from the activities or omissions, negligent or otherwise, under this Agreement of COUNTY, and COUNTY'S officers, agents, elected officials, employees and volunteers, including performing or authorizing the performance of, or in failing to perform or authorize the performance of any work, services or functions provided for, referred to in or in any way connected with any work, services or functions to be performed under this Agreement.

C. No Agency. Except as otherwise specified herein, for the purposes of this section, CITY shall not be deemed to be COUNTY'S agent and COUNTY shall not be deemed to be CITY'S agent.

D. Notification. Each party shall give the other prompt notification when it first learns of an incident or occurrence covered, or likely to be covered, under the terms of this section, as well as prompt notification if a claim is made or suit is brought against a party based on an incident or occurrence covered, or likely to be covered, by the terms hereof.

E. Continuing Obligation. To the extent that COUNTY has agreed to indemnify, defend and hold harmless CITY, its officers, agents and employees under this Agreement, said obligations shall continue to exist during the term of this Agreement and subsequent to this Agreement for those acts or omissions giving rise to liability which occurred during this Agreement. To the extent that CITY has agreed to indemnify, defend and hold harmless COUNTY, its officers, agents, elected officials, employees and volunteers under this Agreement, said obligations shall continue to exist during the term of this Agreement and subsequent to this Agreement for those acts or omissions giving rise to liability which occurred during this Agreement.

2. **Insurance.**

Each party shall maintain its own insurance coverage, through commercial insurance, self-insurance or a combination thereof (which may include insurance through a joint powers insurance authority), against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this Agreement.

Minimum Scope of Insurance for both Parties to the Agreement.
Coverage shall be at least as broad as:

A. Commercial General Liability (CGL). Insurance on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than $2,000,000 per occurrence and $4,000,000 in the aggregate. Each party shall name the other party as an additional insured on its policy.

B. Automobile Liability. Insurance covering any auto with policy limits no less than $2,000,000 per accident for bodily injury and property damage.

C. Workers' Compensation. Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease

D. Primary Coverage. For any claims related to this Agreement, the indemnitor's insurance coverage shall be primary insurance as respects the indemnitee, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the indemnitor, its officers, officials, employees, agents or volunteers shall be excess of the indemnitee's insurance and shall not contribute with it.

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Exhibit E: Agreements Specific to the City of Carpinteria

The purpose of Exhibit E is to incorporate into this Agreement certain needs specific to the City of Carpinteria

The Santa Barbara County ("COUNTY") Sheriff's Office drafted an updated law enforcement service agreement that provides for standardized services and associated costs. To address the unique needs of each contract city, the COUNTY and the City of Carpinteria ("CITY") (jointly, "PARTIES") agreed to incorporate certain supplemental provisions into the standard Agreement for Law Enforcement Services in the CITY ("AGREEMENT").

The following provisions will supplement the AGREEMENT and are incorporated into the AGREEMENT by reference. This Exhibit E will serve as: (1) a guide for how law enforcement services are to be conducted within the CITY and (2) the basis for specific public safety projects, programs, and services to be carried out annually in the CITY.

1. **Establishment and Implementation of Goals and Objectives; Measuring Annual Performance.**

Representatives of CITY and COUNTY will meet on an annual basis to review the goals and objectives (as set forth below) and to determine appropriate implementation measures and performance indicators. The CITY and the COUNTY will determine which measures may constitute General Law Enforcement Services and which measures require additional resources, as defined in Section 3(A) of Exhibit A. COUNTY will provide CITY with a cost estimate for carrying out any measures that require additional resources such as an increase in DSUs.

Meetings and other work necessary to reach an agreement on annual implementation measures and performance indicators shall be negotiated and agreed upon before January 1 of each calendar year in order to be incorporated into CITY's Annual Work Program and Budget planning and adoption.

A. **Building Trust and Legitimacy.** Law Enforcement Services in CITY should be conducted in a manner that builds trust and legitimacy of the law enforcement agency and its personnel with all segments of the community. To accomplish this goal, COUNTY will endeavor to:

1. Use procedural justice as a guiding principle for internal and external practices for interactions with community members and visitors to the CITY.

2. Establish and maintain a culture of transparency and accountability.

3. Establish youth/school-based outreach program

4. Establish a program and/or patrol tactics that allow for regular interaction with local business owners and operators.

5. Establish programs for participation in Neighborhood Outreach efforts, in particular, programs that effectively build trust and encourage open communication with immigrants/Spanish language speakers.

6. Establish effective technology-based programs for outreach and communication with CITY residents.

B. **A Safe Community.** Law Enforcement Services in the CITY should be conducted in a manner that reinforces the CITY's reputation as a safe community for residents and supports private investment and property values. To accomplish this goal, the COUNTY will endeavor to:

1. Promote the safety of the community and a feeling of security among those that live, work, and visit the CITY, primarily through the deterrence/prevention of crime and the apprehension of offenders, providing service in a fair, honest, prompt, cooperative, helpful, sensitive and courteous manner.

2. Establish Downtown and Beach Area foot/bicycle patrol.

3. Establish effective Neighborhood and Business Watch programs.

C. **Community Policing.** Law Enforcement Services in the CITY should be conducted in a collaborative manner that effectively supports the systematic use of partnerships and problem-solving techniques to proactively address conditions that give rise to public safety issues. To accomplish this goal, the COUNTY will endeavor to:

1. Engage in multidisciplinary, community team approaches for planning, implementing and responding to crisis situations with complex causal factors.

2. Work with neighborhood residents to co-produce public safety; identifying problems and collaborating on implementing solutions that produce meaningful results for the community.

3. Conduct regular forums and meetings where all community members can interact with police and help influence programs and policy.

4. Establish and lead joint training and engagement with CITY staff and volunteers through citizen academies, ride-alongs, problem solving teams and focus groups.

5. Implement community policing strategies that support CITY's asset-based economic vitality efforts.

6. Participate in programs, in particular those programs that can be cooperatively carried out with the Carpinteria Unified School District, that address the needs of children and youth most at risk for crime or violence and that seek to avoid stigmatizing youth and marginalizing their participation in schools and the community.

II. Occupancy and Operation of the Carpinteria Station

A. Since 1992 and the establishment of the first Agreement for Law Enforcement Services in the Carpinteria between the CITY and the COUNTY, the COUNTY has leased a portion of City Hall to serve as the station for the Coastal Bureau and City of Carpinteria located at 5775 Carpinteria Ave, Carpinteria, California

("CARPINTERIA STATION") ("LEASE"). The CARPINTERIA STATION serves as the hub for law enforcement services to the City and unincorporated county areas including Montecito, Summerland, and the surrounding Carpinteria Valley.

B. PARTIES recognize that the operation of the CARPINTERIA STATION benefits both the CITY and the COUNTY and the PARTIES agree to continue operation of the CARPINTERIA STATION for the purposes described above throughout the term of this AGREEMENT.

C. As a part of the operation of the CARPINTERIA STATION, regular weekday public office hours shall be maintained. COUNTY shall endeavor to establish office hours a minimum of four days a week.

D. PARTIES also agree to meet during the term of the Agreement to review the existing Lease terms.

III. New Station

A. PARTIES agree that it is desirable to replace the current CARPINTERIA STATION with a public safety facility designed and built specifically for law enforcement services and the CITY emergency operations center.

B. PARTIES agree to work together on a plan to fund and develop a new CARPINTERIA STATION on the City Hall campus.

IV. Selection of Staff

A. In addition to the City Personnel Consultations and Recommendations listed in Exhibit A to this AGREEMENT, the CITY and the COUNTY agree that the selection, hiring, training, supervision, discipline and/or control of all Sheriff's Office personnel performing the services required by this AGREEMENT shall be at all times within the sole and exclusive discretion of the appropriate chain-of command within the Sheriff's Office. The Sheriff's Office may consult with the CITY regarding the selection of personnel to work in the CITY. COUNTY acknowledges that CITY requests tenured and/or reasonably experienced personnel with the requisite skills and knowledge to address the law enforcement needs and

concerns of the CITY in the same professional and efficient manner as they would if they were members of the CITY's own police department. CITY may also provide input on the transfer of Sheriff personnel into and out of CITY assignment.

B. The Sheriff shall, upon consultation with the CITY's Manager and/or Designee, appoint and designate a member of its department holding the rank of Lieutenant or above, as CITY Chief of Police. The CITY may also provide Sheriff with recommended or requested personnel for the Chief of Police position and the Sheriff will make a reasonable effort to accommodate such recommendation or request subject to existing resources and needs of the Sheriff's Office. The CITY may also participate and consult with the Sheriff in the process for the selection of (as applicable) the Community Resource Deputy and/or School Resource Deputy that are assigned to the CITY.

V. Significant Cost Recomputations

A, Sheriff recognizes that the CITY has little input on COUNTY labor negotiations and other costs that are passed on to cities. If the annual cost computations defined in Exhibit B will have a substantial impact. on the CITY budget, as determined by the CITY, the Sheriff will assist the CITY with staffing recommendations to limit costs in addition to the staffing recommendations listed in Exhibit A.

VI. Asset Seizures

COUNTY and the CITY agree to the following transfer of funds related to asset seizures.

A. Federal and/or State Seizure funds distributed back to the Sheriff's Office stemming from cases arising within the incorporated areas of the CITY shall be shared with the CITY in accordance with applicable State and or Federal laws, and as provided in this AGREEMENT. The CITY is responsible for executing any and all agreements, guidelines, and/or reports required under applicable State and/or Federal laws for the request for and distribution of seized assets; however, COUNTY law enforcement personnel will cooperate with and assist the CITY in preparing all required documentation. The distribution of funds obtained through asset forfeiture cases shall be divided between the CITY and COUNTY based on the following formula:

1. Cases resulting from arrests or activities of any personnel assigned as a DSU to CITY pursuant to this AGREEMENT, including a narcotics detective (menu item): 80% to CITY and 20% to COUNTY (for its administrative costs).

2. Narcotic cases resulting from narcotic investigator activity (except City funded personnel): to CITY and to COUNTY.

3. Other cases involving multiple agencies or task forces, cases originating from a jurisdiction outside the CITY, investigations where Sheriff is

assisting and not the primary agency, or large complex investigations typically requiring extensive investigative resources: Negotiated on a case by-case basis.

4. COUNTY will provide the CITY with an Asset Forfeiture Report involving cases with the CITY in June and December of every year.

Exhibit E-1
Annual Cost Computation
Fiscal Year 2019-20

Carpinteria

DSU Summary - Contract Cost

Hours Purchased 17,520

Patrol Costs	**Hourly Rate**	**Total Contract Cost**
Deputy Costs		
Deputy S&B Cost	95.23	1,668,430
Indirect Rate @ 7.51%	7.15	125,268
Cost Inflation @ 3%	3.07	53,786
Deputy S&B Cost	*105.45*	*1,847,484*
Patrol Support		
SHERIFFS SERGEANT	20.50	359,160
SHERIFFS LIEUTENANT	3.36	58,867
ADMN OFFICE PRO II	3.57	62,546
SHERIFFS COMMANDER	3.13	54,838
ADMN OFFICE PRO SR	0.96	16,819
CHIEF DEPUTY SHERIFF	0.16	2,803
SHERIFF'S SERVICE TECH-LAW ENFORCE	0.17	2,978
Indirect Rate @ 7.51%	0.02	350
Cost Inflation @ 3%	0.01	175
Patrol Support S&B	*31.88*	*558,538*
Direct Patrol S&S	*10.76*	*188,515*
Total Patrol Cost	**148.09**	**2,594,537**

Law Enforcement Support Costs (includes S&B, Indirect, Inflation, and S&S Costs)

Investigations		
General Investigations	22.73	398,230
SOD, Narcotics	4.10	71,832
SOD, Intelligence	0.86	15,067
Gang Team	0.34	5,957
SOD, High Tech Crime Unit	1.68	29,434
Total Investigations	*29.71*	*520,519*

Information Services Bureau	6.40	112,128
Forensics	5.08	89,002
Property & Evidence	2.41	42,223
Crime Analysis Unit	0.77	13,490
Cal ID Program	0.06	1,051
Total Law Enforcement Support	**44.43**	**778,414**
Hourly Contract Rate		
Menu Items		279,354
Dispatch		201,031
DSU Admin		31,473
Total Contract		**3,884,808**

Carpinteria - Menu Items Detail FY 19-20

Position	Reimbursable Cost
Non-Relief Community Resource Deputy	184,475
Indirect Costs	13,854
Total S&B	198,329
Patrol Support	
ADMN OFFICE PRO II	6,949
ADMN OFFICE PRO SR	1,873
CHIEF DEPUTY SHERIFF	314
CRIME SCENE TECHNICIAN I	9
EXTRA HELP SPECIAL	5
SHERIFFS COMMANDER	6,102
SHERIFFS LIEUTENANT	6,558
SHERIFFS SERGEANT	39,943
SHERIFF'S SERVICE TECH-LAW ENFORCE	338
Services and Supplies	18,934
	81,025
Total Costs	**279,354**

ATTACHMENT B

2021-040

AMENDMENT NO. 1
TO THE CONTRACT LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN THE CITY OF CARPINTERIA AND THE COUNTY OF SANTA BARBARA

This Amendment No. 1 ("First Amendment") to the Contract Law Enforcement Services Agreement ("Agreement') is effective as of this 1st day of July 2021, ("Effective Date") by and between the City of CARPINTERIA ("CITY") and the County of Santa Barbara ("COUNTY"). CITY and COUNTY are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

A. The Agreement sets forth the terms and conditions under which COUNTY would provide law enforcement services to the CITY. The term of the Agreement is from July 1, 2019 through June 30, 2023, and only includes costs accrued and invoiced within this period.

B. CITY submitted a notice of dispute ("Notice of Dispute") on February 8, 2021, attached hereto as Exhibit 1, initiating the dispute resolution process under Section 26 of the Agreement to resolve a dispute between the Parties regarding the (i) calculation and amount of the annual cost computation ("Contract Costs") for fiscal year ("FY") 2021-2022 ("FY 21/22 Contract Costs"), and (ii) "true-up" costs ("True-Up Costs") assessed in excess of the CITY'S base contract hours, as set forth in Exhibit A-1 to the Agreement, ("Base Contract Hours") for FY 2020-2021 Contract Costs ("FY 20/21 Contract Costs").

C. With the exception of Section II.3 of this First Amendment (titled "Improved Data Reporting"), this First Amendment solely applies to FY 21/22 Contract Costs, FY 20/21 Contract Costs, and FY 19/20 True-Up Costs. This First Amendment has no bearing, effect, or impact, and does not reflect any agreement among the Parties, on FY 22/23 Contract Costs, the calculation or existence of FY 20/21 True-Up Costs, or on the negotiation of any future contract law enforcement services agreement between the Parties.

D. Neither the CITY'S agreement to pay a portion of FY 19/20 True-Up Costs, nor anything else in this First Amendment, shall be interpreted to mean that the CITY agrees with the imposition, methodology, calculation, or amount of any previous or future True-Up Costs. Neither the COUNTY'S agreement to reduce a portion of the FY 19/20 True-Up Costs, agreement to the $210.65 FY 21/22 hourly rate, nor anything else in this First Amendment, shall be interpreted to mean that the COUNTY agrees with use of such methodology, calculation, or amount when calculating or determining any future True-Up Costs or hourly rate.

E. After several extended negotiation sessions, the Parties have come to an agreement on the following terms, which are set forth in more detail in the terms of this First Amendment.

- FY 21/22 Contract Costs. The Parties have come to an agreement as to the total amount of the FY 21/22 Contract Costs, which total $4,582,326.00. This amount includes agreement on a 50% reduction in true-up costs for FY 19/20 ("FY 19/20 True-Up Costs"), an hourly rate of $210.65, and two years of inflation at 3% per year and is further detailed in Exhibit E-3 attached hereto.

- Refund of Payment for Portion of FY 20/21 Contract Costs. The COUNTY agrees to withdraw its request for payment of FY 20/21 Contract Costs in excess of the CITY'S Base Contract Hours, which were invoiced in FY 20/21, and to credit the CITY in the amount of $205,881.04.

F. The Parties desire to amend the Agreement to reflect the Parties' agreement as to the terms set forth in Recital E above.

G. The Parties also intend to enter into good faith discussions beginning in August regarding negotiation of a new contract law enforcement services agreement for FY 23/24 and beyond and intend to begin negotiations no later than November 2021 for FY 22/23 Contract Costs.

NOW, THEREFORE, the Parties hereby amend the Agreement as follows:

I. Incorporation of Recitals. The Parties agree the foregoing recitals are true and correct and are hereby incorporated by reference.

II. Terms. The Parties agree to the following amendments to the Agreement:

1. Section 6. Section 6 of the Agreement, titled "COMPENSATION OF COUNTY," is hereby amended in full to read as follows:

> 6. **COMPENSATION OF COUNTY.** COUNTY shall be paid for performance under this Agreement in accordance with the terms of **Exhibit B and C** attached hereto and incorporated herein by reference. Notwithstanding the foregoing, the Parties have agreed that the CITY'S total FY 21/22 Contract Costs will be $4,582,326.00. The CITY'S agreed-upon FY 21/22 Contract Costs are further detailed in Exhibit E-3 "Annual Cost Computation Fiscal Year 2021-22."

2. Exhibit C. "Exhibit C: Cost Model" of the Agreement is hereby replaced, superseded, and amended in full to read as attached hereto in Exhibit 2.

3. Improved Data Reporting. Beginning in FY 21/22, the COUNTY agrees to provide CITY with more detailed compliance data depicting use of law enforcement services within its jurisdiction. In addition to the compliance data, upon request by CITY, COUNTY shall provide narrative descriptions of call for service data and a chance for the CITY to meet to discuss the data and what it represents so that the CITY has a full understanding of the services being provided and charged to the CITY.

4. Exhibit E-3. "Exhibit E-3 Annual Cost Computation Fiscal Year 2021-22," attached hereto, is hereby added to and made a part of the Agreement. This Exhibit E-3 shall replace and supersede any preceding Exhibit E-3 to the Agreement.

5. No Precedent. Nothing herein shall be construed as precedent for applying or interpreting the provisions of Exhibit C on the negotiation of FY 22/23 Contract Costs or on any future contract law enforcement services agreement between the Parties. This First Amendment has no bearing, effect, or impact, and does not reflect any agreement among the Parties, on FY 22/23 Contract Costs, the calculation or existence of FY 20/21 True-Up Costs, or on the negotiation of any future contract law enforcement services agreement between the Parties.

III. General Provisions.

1. Authority to Bind. Each Party warrants that the individuals who have signed this First Amendment have the legal power, right and authority to agree to this First Amendment and bind each respective Party.

2. Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

3. Entire Agreement. This First Amendment represents the entire understanding of the Parties with respect to the FY 21/22 Contract Costs, the FY 20/21 Contract Costs, the FY 19/20 True-Up Costs, and the "Improved Data Reporting" described in Section II.3 of this First Amendment. This First Amendment supersedes and cancels any prior oral or written understanding, promises or representatives with respect to those matters covered in this First Amendment, and it shall not be amended, altered or changed except by a written agreement signed by the Parties hereto.

4. Full Force and Effect. Except as amended by this First Amendment, all other provisions of the Agreement not in conflict with the terms of this First Amendment shall remain in full force and effect.

5. Severability. If any provision of this First Amendment shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this First Amendment unless elimination of such provision materially alters the rights and obligations set forth herein.

6. Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this First Amendment.

7. Mutual Waiver, Release, and Covenant Not to Sue. CITY, on its own behalf, and on behalf of its agents, servants, employees, officers, directors, administrators,

representatives, elected officials, attorneys, departments, divisions, and agencies, waives, releases, and covenants not to commence, maintain, join, or authorize any Claim or Legal Action (as defined in the following sentence) against the Santa Barbara Sheriff's Office, the COUNTY, and/or the COUNTY'S agents, servants, employees, officers, directors, administrators, representatives, elected officials, attorneys, departments, divisions, and agencies. Claim or Legal Action as used herein refers to any cause of action, dispute, breach or grievance pertaining to the FY 21/22 Contract Costs, FY 20/21 Contract Costs, and FY 19/20 True-Up Costs, including but not limited any claim encompassed by the CITY'S February 8, 2021 Notice of Dispute ("Claim or Legal Action"). CITY understands that it may later discover facts different from, or in addition to, those it presently knows, believes, or suspects to be true concerning the subjects or consequences of this First Amendment, and further understands that, despite any such discoveries, it will remain bound by this First Amendment.

COUNTY, on its own behalf, and on behalf of its agents, servants, employees, officers, directors, administrators, representatives, elected officials, attorneys, departments, divisions, and agencies, waives, releases, and covenants not to commence, maintain, join, or authorize any Claim or Legal Action (as defined in the preceding paragraph) against the CITY and/or the CITY'S agents, servants, employees, officers, directors, administrators, representatives, elected officials, attorneys, departments, divisions, and agencies. COUNTY understands that it may later discover facts different from, or in addition to, those it presently knows, believes, or suspects to be true concerning the subjects or consequences of this First Amendment, and further understands that, despite any such discoveries, it will remain bound by this First Amendment.

With respect to the Claims and Legal Actions that are the subject of the mutual releases set forth in this First Amendment, the Parties expressly waive all rights under Civil Code section 1542, which provides as follows:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."**

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment as of the last date written below.

CITY OF CARPINTERIA

By: _____
WADE NOMURA
MAYOR OF CARPINTERIA

Date: August 10, 2021

ATTEST:
BRIAN BARRETT
ACTING CITY CLERK

By: _____

APPROVED AS TO FORM:
JENA ACOS, ON BEHALF OF
BROWNSTEIN HYATT FARBER SCHRECK
ACTING AS CITY ATTORNEY

By: _____ for

COUNTY OF SANTA BARBARA

By: _____
BOB NELSON
CHAIR, BOARD OF SUPERVISORS

Date: 8-31-2021

ATTEST:
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____

APPROVED AS TO FORM
RACHEL VAN MULLEM
COUNTY COUNSEL

DocuSigned by:
By: Rana Warren
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APPROVED AS TO FORM:
RAY AROMATORIO
RISK MANAGER

DocuSigned by:
By: Ray Aromatorio
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APPROVED AS TO FORM:
BETSY M. SCHAFFER
AUDITOR-CONTROLLER

DocuSigned by:
By: _____
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APPROVED AS TO FORM:
SHERIFF BILL BROWN
SANTA BARBARA SHERIFF'S OFFICE

By: _____ 8/18/21

Exhibit 2
to First Amendment

"EXHIBIT C: COST MODEL"

Exhibit C: Cost Model

I. **Overview of Cost Model.** Except as provided for in Sections II through IV of this Exhibit C, which terms supersede the terms set forth in this Section I, the Cost Model determines the cost of a Deputy Sheriff Service Unit based on the actual hourly cost of a Sheriff Deputy, which includes both direct and indirect costs of providing one hour of law enforcement services. This actual hourly cost is then multiplied by 8,760 hours in order to equate to the annual cost of one Deputy Sheriff Service Unit, as described in Exhibit A-1. The annual cost of one Deputy Sheriff Service Unit is then multiplied by the quantity of Deputy Sheriff Service Units purchased by CITY to determine the total annual cost for general law enforcement services to be included in the total Contract Costs for the applicable FY. The direct and indirect costs of providing one hour of law enforcement services are determined as follows:

1. Direct cost of a Sheriff Deputy. This is the average actual hourly cost of salary and benefits paid to the Sheriff Deputy employee classification for law enforcement services. The direct cost of a Sheriff Deputy excludes all costs of Sheriff functions which are made available to all portions of the County, such as custody and coroner, as well as all law enforcement programs and projects that are reimbursable from other sources.

2. Direct cost of support to a Sheriff Deputy. This is the average actual hourly cost of salary and benefits paid to the employee classifications that provide direct support to a Sheriff Deputy for one hour of work. This includes the chain of command supervising and managing a Sheriff Deputy (Sergeants, Lieutenants, Commanders, Chief) as well as other direct support staff. The direct cost of support to a Sheriff Deputy also excludes the functions, programs and projects excluded from the direct cost of a Sheriff Deputy.

3. Anticipated salary and benefits increases. The direct cost of a Sheriff Deputy and the direct cost of support to a Sheriff Deputy are estimated for the next fiscal year based on the prior fiscal year's actual average costs. In order for these estimated costs for the next fiscal year to more closely match the actual average costs for the next fiscal year, the prior year actual average costs are adjusted for anticipated salary and benefit increases, such as negotiated cost of living increases and projected employer pension contribution changes. These adjustments help reduce the amount of any true-up required, as explained in 7. below, in order to match estimated costs billed to actual costs incurred.

4. Direct services and supplies and other charges. This is the actual hourly cost per a Sheriff Deputy of direct services and supplies and other charges incurred for law enforcement. This includes equipment maintenance, vehicle fuel, training, motor pool charges, liability insurance, and various other law enforcement expenditures. This also excludes any expenditures for functions, programs and projects that are excluded from the direct cost of a Sheriff Deputy.

5. Indirect Cost of Support and Administration. This is determined using the indirect cost rate calculated for the Sheriff's Support and Administration Division, including Cost Allocation Plan charges applied to Sheriff Law Enforcement. This rate is applied to the direct cost of a Sheriff Deputy and the direct cost of support to a Sheriff Deputy in order to determine the indirect costs applicable to law enforcement services. The rate is calculated annually by the Sheriff's Office in accordance with federal cost principles and reviewed by the Auditor-Controller. The rate used for

determining indirect costs billable to cities excludes any costs that are general overhead costs of operation of the County government.

6. Public safety dispatch costs. This is the CITY'S proportionate share of the Sheriff's public safety dispatch costs allocated to law enforcement. The CITY'S share of these costs are based on the total hours purchased by the CITY as a percentage of the Sheriff's total law enforcement hours.

7. True-up to actual cost. Because the cost model estimates the costs for next year based on the prior year actual costs, a comparison of what was estimated and billed for next year and what the costs actually are will be performed after the close of next year. The difference, whether positive (due to actual costs exceeding estimated costs) or negative (due to estimated costs exceeding actual costs), is then included in the costs estimated for two years later in order to true-up the estimated costs billed next year to the actual costs incurred.

8. Sheriff's Law Enforcement Contract Services Bureau. This is the CITY'S proportionate share of the Sheriff's Contract Law Enforcement Unit costs. The CITY'S share of these costs are based on the total hours purchased by the CITY as a percentage of the Sheriff's total law enforcement hours.

II. FY 21/22 Contract Costs. Notwithstanding Section I of this Exhibit C, the Parties have agreed that the CITY'S total FY 21/22 Contract Costs will be $4,582,326.00. This agreed-upon amount reflects an hourly Deputy Sheriff Service Unit rate of $210.65, two years of inflation at 3% per year, and is inclusive of a 50% (fifty percent) reduction in FY 19/20 True-Up Cost as discussed in Section III of this Exhibit C. The CITY'S agreed-upon FY 21/22 Contract Costs are further detailed in "Exhibit E-3 Annual Cost Computation Fiscal Year 2021-22".

III. Calculation of FY 19/20 True-Up Costs. The Parties agree that calculation of FY 19/20 True-Up Costs shall be calculated based on a $210.65 hourly Deputy Sheriff Service Unit rate. The Parties further agree that the CITY shall only be charged 50% (fifty percent) of the FY 19/20 True-Up Costs, which comes to a total of $147,858.00.

IV. Calculation of FY 20/21 Contract Costs. The calculation of FY 20/21 Contract Costs shall be based on the CITY'S Base Contract Hours (17,520 hours) as set forth in Appendix A-1. Pursuant to the First Amendment, the COUNTY hereby withdraws its request for payment of FY 20/21 Contract Costs in excess of the CITY'S Base Contract Hours, which were invoiced in FY 20/21. The COUNTY further agrees to credit the CITY in the amount of $205,881.04 for payments made by the CITY for hours in excess of the CITY'S Base Contract Hours. This credit is reflected on the CITY'S June invoice for FY 20/21 Contract Costs.

Exhibit 3
to First Amendment

"Exhibit E-3 Annual Cost Computation Fiscal Year 2021-22"

Amended Exhibit E-3
Annual Cost Computation Fiscal Year 2021-22

Carpinteria

DSU Summary - Contract Cost | **Hours Purchased** | 17,520

Patrol Costs	**Hourly Rate**	**Total Contract Cost**
Deputy Costs		
Deputy S&B Cost	92.13	1,614,118
Indirect Rate @ 8.59%	7.91	138,583
True-Up Cost	-	-
Cost Inflation @ 0%	-	-
Deputy S&B Cost	*100.04*	*1,752,701*
Patrol Support		
ADMN OFFICE PRO I	0.12	2,102
ADMN OFFICE PRO II	3.62	63,422
ADMN OFFICE PRO II - EXH	-	-
ADMN OFFICE PRO SR	1.87	32,762
CUSTODIAN - EXH	-	-
SHERIFFS COMMANDER	3.93	68,854
SHERIFFS LIEUTENANT	5.01	87,775
SHERIFFS SERGEANT	25.81	452,191
SHERIFF'S SERVICE TECHNICIAN	1.03	18,046
Indirect Rate @ 8.59%	3.56	62,371
True-Up Cost	-	-
Cost Inflation @ 0%	-	-
Patrol Support S&B	*44.95*	*787,524*
Direct Patrol S&S	*16.16*	*283,123*
Direct Patrol S&S True-up	-	-
Total Patrol Cost	**161.15**	**2,823,348**
Law Enforcement Support Costs (includes S&B, Indirect, and S&S Costs)		
Investigations		
General Investigations	30.09	527,177
SOD, Narcotics	5.44	95,309
SOD, Intelligence	2.49	43,625
SOD, High Tech Crime Unit	2.46	43,099
Total Investigations	*40.48*	*709,210*
Forensics	4.50	78,840
Crime Analysis Unit	1.11	19,447
Property & Evidence	3.41	59,743
True-Up Cost	-	-
Total Law Enforcement Support	**49.50**	**867,240**
Hourly Contract Rate	**210.65**	**3,690,588**
True Up		**147,858**
Menu Items		266,245
Dispatch		198,635
DSU Admin		24,443
Inflation		254,557
Total Contract		**4,582,326**

Carpinteria - Menu Items Detail FY 19-20 (actuals)

Position	Reimbursable Cost	Basis Hours	Full Cost	Unreimbursable Cost
Community Resource Deputy	177,033	1,571	177,033	-
Total S&B	***177,033***	***1,571***	***177,033***	-
Patrol Support				
ADMN OFFICE PRO I	196.46		-	
ADMN OFFICE PRO II	5,732.48		-	
ADMN OFFICE PRO II - EXH	1.38		-	
ADMN OFFICE PRO SR	2,969.61		-	
CUSTODIAN - EXH	2.58		-	
SHERIFFS COMMANDER	6,236.83		-	
SHERIFFS LIEUTENANT	7,936.70		-	
SHERIFFS SERGEANT	40,913.83		-	
SHERIFF'S SERVICE TECHNICIAN	1,637.48		-	
S&S Cost	23,585		23,585	
Motor Credit			-	
Total Patrol Support	***89,212***		***23,585***	
Total Menu Costs	266,245	1,571	224,203	-

ATTACHMENT C

AMENDMENT NO. 2
TO THE CONTRACT LAW ENFORCEMENT SERVICES AGREEMENT
BETWEEN THE CITY OF CARPINTERIA
AND
THE COUNTY OF SANTA BARBARA

This Amendment No. 2 ("Second Amendment") to the Contract Law Enforcement Services Agreement ("Agreement') is effective as of the 1st day of July 2022, ("Effective Date") by and between the City of Carpinteria ("CITY") and the County of Santa Barbara ("COUNTY"). CITY and COUNTY are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

A. The Agreement sets forth the terms and conditions under which the COUNTY provides law enforcement services to the CITY. The term of the Agreement is from July 1, 2019 through June 30, 2023, and only includes costs accrued and invoiced within this period.

B. Effective July 1, 2021, the Parties executed Amendment No. 1 to the Agreement ("First Amendment"), which remains in full force and effect and has no bearing on this Amendment No. 2 to the Agreement ("Second Amendment"). All references to "Agreement" herein include the provisions of the First Amendment.

C. This Second Amendment has no bearing, effect, or impact, and does not reflect any other agreement among the Parties, or on the negotiation of any future agreement between the Parties for law enforcement services.

D. In accordance with the Agreement, the COUNTY provided the CITY with the Fiscal Year 2022-2023 cost estimates in November 2021 and the final Fiscal Year 2022-2023 contract costs ("FY 22/23 Contract Costs") in January 2022.

E. CITY submitted a notice of dispute ("Notice of Dispute") on or about February 2, 2022, attached hereto as Exhibit 1, initiating the dispute resolution process under Section 26 of the Agreement to resolve a dispute between the Parties regarding the FY 22/23 Contract Costs.

F. Unable to resolve the dispute through the informal dispute resolution process delineated in Section 26 of the Agreement, on June 29, 2022, the parties proceeded to mediation, pursuant to Section 26 of the Agreement, with mutually selected mediator Stacie Hausner with ADR Services, Inc. Following the Parties' impasse at the mediation, the mediator issued a "Mediator's Settlement Proposal," which proposed a total settlement for the CITY, the City of Goleta, the City of Buellton, and the City of Solvang ("Contract Cities") to collectively pay to COUNTY to discharge all CITY obligations for FY 22/23 Contract Costs through the end of the Agreement. On July 19, 2022, the Parties accepted the Mediator's Settlement Proposal. Contract Cities allocated financial responsibility for the Mediator's Settlement Proposal amongst themselves.

G. The Parties have come to an agreement as to the total amount of the FY 22/23 Contract Costs, which total as follows: Goleta: $9,499,341; Carpinteria: $5,056,981; Buellton: $2,677,571; Solvang: $2,316,107. In accordance with this Agreement, and as reflected below, COUNTY

will invoice CITY pursuant to "Exhibit E-4 Annual Cost Computation Fiscal Year 2022-23," attached hereto as Exhibit 2.

H. During the dispute, the CITY and COUNTY exchanged several Public Records Act requests pursuant to Government Code section 6250 *et seq.*, including requests made by and received on behalf of Contract Cities collectively ("PRA Requests"). The deadlines to provide records responsive to the PRA Requests were tolled several times and, as of the drafting of this Second Amendment, are tolled until September 30, 2022.

NOW, THEREFORE, the Parties hereby amend the Agreement as follows:

I. **Incorporation of Recitals.** The Parties agree the foregoing recitals are true and correct and are hereby incorporated by reference as if set forth in full herein.

II. **Terms.** The Parties agree to the following amendments to the Agreement:

1. Exhibit E-4. "Exhibit E-4 Annual Cost Computation Fiscal Year 2022-23," attached hereto as Exhibit 2, is hereby added to and made a part of the Agreement. This Exhibit E-4 shall replace and supersede any preceding Exhibit E-4 to the Agreement.

2. No Precedent. Nothing herein shall be construed as precedent regarding the calculation of contract costs, or on the negotiation of any agreement between the Parties for future contract law enforcement services.

3. Withdrawal of Records Requests. PRA Requests relating to the dispute, as described in Recital H, pending between the CITY and the COUNTY or the Contract Cities collectively and the COUNTY as of the date of this Second Amendment are hereby withdrawn. Neither CITY nor COUNTY shall have any further obligation to produce records pursuant to the PRA Requests.

III. **General Provisions.**

1. Authority to Bind. Each Party warrants that the individuals who have signed this Second Amendment have the legal power, right and authority to agree to this Second Amendment and bind each respective Party.

2. Counterparts. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

3. Entire Agreement. This Second Amendment represents the entire understanding of the Parties with respect to the FY 22/23 Contract Costs. This Second Amendment supersedes and cancels any prior oral or written understanding, promises or representations with respect to FY 22/23 Contract Costs, and it shall not be amended, altered or changed except by a written agreement signed by the Parties hereto.

4. Full Force and Effect. Except as amended by this Second Amendment, all other provisions of the Agreement not in conflict with the terms of this Second Amendment shall remain in full force and effect.

5. Severability. If any provision of this Second Amendment shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Second Amendment unless elimination of such provision materially alters the rights and obligations set forth herein.

6. Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Second Amendment.

7. Mutual Waiver, Release, and Covenant Not to Sue. CITY, on its own behalf, and on behalf of its agents, servants, employees, officers, directors, administrators, representatives, elected officials, attorneys, departments, divisions, and agencies, waives, releases, and covenants not to commence, maintain, join, or authorize any Claim or Legal Action (as defined in the following sentence) against the Santa Barbara Sheriff's Office, the COUNTY, and/or the COUNTY'S agents, servants, employees, officers, directors, administrators, representatives, elected officials, attorneys, departments, divisions, and agencies. Claim or Legal Action as used herein refers to any cause of action, dispute, breach or grievance, whether known or unknown, pertaining to either the facts underlying or arising from (i) the FY 22/23 Contract Costs, as identified in the Notice of Dispute, including but not limited to any claim encompassed by the CITY'S February 2, 2022 Notice of Dispute, or (ii) the PRA Request ("Claim or Legal Action"). CITY understands that it may later discover facts different from, or in addition to, those it presently knows, believes, or suspects to be true concerning the subjects or consequences of this Second Amendment, and further understands that, despite any such discoveries, it will remain bound by this Second Amendment.

COUNTY, on its own behalf, and on behalf of its agents, servants, employees, officers, directors, administrators, representatives, elected officials, attorneys, departments, divisions, and agencies, waives, releases, and covenants not to commence, maintain, join, or authorize any Claim or Legal Action (as defined in the preceding paragraph) against the CITY and/or the CITY'S agents, servants, employees, officers, directors, administrators, representatives, elected officials, attorneys, departments, divisions, and agencies. COUNTY understands that it may later discover facts different from, or in addition to, those it presently knows, believes, or suspects to be true concerning the subjects or consequences of this Second Amendment, and further understands that, despite any such discoveries, it will remain bound by this Second Amendment.

With respect to the Claims and Legal Actions that are the subject of the mutual releases set forth in this Second Amendment, the Parties expressly waive all rights under Civil Code section 1542, which provides as follows:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."**

The Parties acknowledge that except for matters expressly represented or recited herein, the facts and law in relation to this matter and the claims released by the terms of this Agreement may turn out to be different from the facts or law as now known to any of the Parties or their respective counsel. The Parties therefore expressly assume the risk of the existence of different or presently unknown facts or law and agree that this Agreement shall be in all respects effective and binding as to each Party despite the possibility of new or different facts or law.

SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment as of the last date written below.

CITY OF CARPINTERIA

By: _____
WADE NOMURA
MAYOR OF CARPINTERIA

Date: _____

ATTEST:
BRIAN BARRETT
CITY CLERK

By: _____

APPROVED AS TO FORM:
JENA ACOS
CITY ATTORNEY

By: _____

COUNTY OF SANTA BARBARA

By: Joan Hartmann
JOAN HARTMANN
CHAIR, BOARD OF SUPERVISORS

Date: 10-11-22

ATTEST:
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: Sheila DeGuerre

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

By: Rana Warren
Rana Warren (Sep 15, 2022 17:11 PDT)

APPROVED AS TO FORM:
GREG MILLIGAN
RISK MANAGER

By: Greg Milligan

APPROVED AS TO FORM:
BETSY M. SCHAFFER
AUDITOR-CONTROLLER

By: C. Edwin Price

APPROVED AS TO FORM:
SHERIFF BILL BROWN
SANTA BARBARA SHERIFF'S OFFICE

By: Bill Brown 9/30/22

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment as of the last date written below.

CITY OF CARPINTERIA

By: _____
WADE NOMURA
MAYOR OF CARPINTERIA

Date: September 27, 2022

ATTEST:
BRIAN BARRETT
CITY CLERK

By: _____

APPROVED AS TO FORM:
JENA ACOS, on behalf of BHFS, LLP ~~CITY ATTORNEY~~ acting as the city attorney

By: _____

COUNTY OF SANTA BARBARA

By: _____
JOAN HARTMANN
CHAIR, BOARD OF SUPERVISORS

Date: _____

ATTEST:
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

By: _____

APPROVED AS TO FORM:
GREG MILLIGAN
RISK MANAGER

By: _____

APPROVED AS TO FORM:
BETSY M. SCHAFFER
AUDITOR-CONTROLLER

By: _____

APPROVED AS TO FORM:
SHERIFF BILL BROWN
SANTA BARBARA SHERIFF'S OFFICE

By: _____

Exhibit 1

Notice of Dispute

CITY of CARPINTERIA, CALIFORNIA

February 2, 2022

Sheriff Bill Brown
P.O. Box 6427
Santa Barbara CA 93160

Re: Notice of Contract Dispute in Response to Proposed FY 2022-23 Recomputed Compensation under the Agreement to Provide Law Enforcement Services between the City of Carpinteria and County of Santa Barbara

Dear Sheriff Brown:

On behalf of the City of Carpinteria ("City"), this letter serves as formal notice of a contract dispute ("Notice of Dispute") pursuant to Section 26 of the Agreement to Provide Law Enforcement Services between the City and County of Santa Barbara ("Agreement"). The County of Santa Barbara Sheriff's Office ("Sheriff's Office") also provides law enforcement services to the cities of Buellton, Goleta, and Solvang (together with the City, the "Contract Cities"). It is our understanding that each of the Contract Cities will be providing the Sheriff's Office with a similar Notice of Dispute.

Two years ago, on November 10, 2020, the Sheriff's Office notified the City that it was in the process of "working with fiscal consultants from the Natelson Dale Group, Inc to develop an improved cost methodology and fiscal reporting to [the City]."[1] In this same letter, the Sheriff's Office assured the City that "[a]s always, any changes to the contract will require either an amendment or an updated [Agreement]."[2] Although there has been no amendment to the contract to allow use of this "improved cost methodology," the Sheriff's Office calculated compensation for FY 2021-22 and the current year—FY 2022-23—based on this unauthorized "revised" methodology. The City (as well as the other Contract Cities) similarly disputed the proposed FY 2021-22 costs.[3]

On January 10, 2022, the Sheriff's Office presented the City with its proposed final recomputation of compensation for fiscal year ("FY") 2022-23 in the amount of $5,277,977.00. This proposed increase is an approximately 15% increase (or $696,651.00) over the previous year's contract costs and would result in a total increase of close to 37% (or nearly $1.2 million in contract costs) over the past two years. The City believes that this proposed increase is being calculated inconsistent with the terms and intent of the Agreement and, absent some additional facts not heretofore provided by the County, is disputing the entire proposed increase of $696,651.00.

The City also asserts that the Sheriff's Office has breached both the covenant of good faith and fair dealing as well as its contractual obligation to work transparently and collaboratively with the City in order to avoid unexpected cost increases. The Contract Cities, through their consultant Russ Branson, have been working with the Natelson Dale Group to evaluate the "revised" methodology and resulting proposed cost increases. To date, however, the Sheriff's Office has failed to provide sufficient

[1] *See* Letter from Sheriff's Office to City, dated November 10, 2020.
[2] *See* Letter from Sheriff's Office to City, dated November 10, 2020.
[3] The City filed a Notice of Dispute, dated February 8, 2021, disputing the final proposed recomputed compensation for FY 2021-22. As a result, the final law enforcement costs for FY 2021-22 were the product of a negotiated settlement.

justification—and documentation—to support the proposed increase for FY 2022-23. Additionally, during our review of data from the Sheriff's Office, we have found numerous errors and inconsistencies, including but not limited to how deputies and support staff code and allocate time and how costs are computed and allocated.

The City is committed to working with the Sheriff's Office to address its concerns regarding calculation of FY 2022-23 contract costs. Pursuant to the terms of the Agreement, should a resolution not be reached within thirty (30) days of receipt of this Notice of Dispute, the City will initiate the additional dispute resolution procedures described in Section 26 of the Agreement. The City reserves the right to raise additional concerns as they arise throughout the dispute resolution process.

The City requests the Sheriff's Office to confirm receipt of this Notice of Dispute. Should you have questions about the City's concerns please contact City Manager Dave Durflinger at (805) 755-4400 or daved@ci.carpinteria.ca.us. Thank you for your attention to this matter. We look forward to your response.

Sincerely,

Dave Durflinger
City Manager

Cc (by email only): Mona Miyasato, County Executive Officer (mmiyasato@co.santa-barbara.ca.us)
Michelle Greene, Goleta City Manager (mgreene@cityofgoleta.org)
Xenia Bradford, Solvang City Manager (xeniab@cityofsolvang.com)
Scott Wolfe, Buellton City Manager (scott@cityofbuellton.com)
Rana Warren, Senior Deputy County Counsel (rgwarren@countyofsb.org)
Nancy Anderson, Assistant Chief Executive Officer (nanderson@countyofsb.org)
Das Williams, 1st District Supervisor (dwilliams@countyofsb.org)
Gregg Hart, 2nd District Supervisor (ghart@countyofsb.org)
Board Chair Joan Hartmann, 3rd District Supervisor (jhartmann@countyofsb.org)
Bob Nelson, 4th District Supervisor (bob.nelson@countyofsb.org)
Steve Lavagnino, 5th District Supervisor (steve.lavagnino@countyofsb.org)

Exhibit 2

Exhibit E-4 Annual Cost Computation Fiscal Year 2022-23

Amended Exhibit E-4
Annual Cost Computation Fiscal Year 2022-23

Carpinteria

DSU Summary - Contract Cost	**Hours Purchased**	17,520
Patrol Costs	**Hourly Rate**	**Total Contract Cost**
Deputy Costs		
Deputy S&B Cost	102.90	1,802,808
Indirect Rate @ 9.5%	9.78	171,346
True-Up Cost	-	-
Cost Inflation @ 0%	-	-
Deputy S&B Cost	*112.68*	*1,974,154*
Patrol Support		
ADMN OFFICE PRO I	0.11	1,927
ADMN OFFICE PRO II	4.28	74,986
ADMN OFFICE PRO SR	1.88	32,938
EXTRA HELP	0.02	350
SHERIFFS COMMANDER	3.29	57,641
SHERIFFS LIEUTENANT	7.06	123,691
SHERIFFS SERGEANT	24.79	434,321
SHERIFF'S SERVICE TECHNICIAN	1.74	30,485
Indirect Rate @ 9.5%	4.10	71,832
True-Up Cost	-	-
Cost Inflation @ 0%	-	-
Patrol Support S&B	*47.27*	*828,170*
Direct Patrol S&S	*15.86*	*277,867*
Direct Patrol S&S True-up	-	-
Total Patrol Cost	**175.81**	**3,080,191**
Law Enforcement Support Costs (includes S&B, Indirect, and S&S Costs)		
Investigations		
General Investigations	29.26	512,635
SOD, Narcotics	4.28	74,986
SOD, Intelligence	2.14	37,493
SOD, High Tech Crime Unit	2.13	37,318
Total Investigations	*37.81*	*662,431*
Forensics	6.35	111,252
Crime Analysis Unit	1.16	20,323
Property & Evidence	3.01	52,735
True-Up Cost	-	-
Total Law Enforcement Support	**48.33**	**846,742**
Hourly Contract Rate	**224.14**	**3,926,933**
Menu Items		311,293
Dispatch		208,680
DSU Admin		35,699
Total Contract FY 20-21 Actuals		**4,482,604**
Inflation - 2 years @	3.0%	272,991
Applied True-up for FY 2020-2021		522,382
Total Contract		**5,277,977**
Negotiated Reduction Negotiated		**220,996**
Contract Total FY 22-23		**5,056,981**

Carpinteria - Menu Items Detail FY 20-21 (actuals)

Position	Reimbursable Cost	Basis Hours	Full Cost	Unreimbursable Cost
NON-RELIEF COMMUNITY RESOURCE DEPUTY	203,772	1,824	203,772	-
Total S&B	***203,772***	***1,824***	***203,772***	-
Patrol Support				
ADMN OFFICE PRO I	213.31			
ADMN OFFICE PRO II	7,973.00			
ADMN OFFICE PRO II - EXH	0.82			
ADMN OFFICE PRO SR	3,497.78			
EXTRA HELP	38.72			
SHERIFFS COMMANDER	6,143.19			
SHERIFFS LIEUTENANT	13,169.23			
SHERIFFS SERGEANT	46,220.50			
SHERIFF'S SERVICE TECHNICIAN	3,252.27			
S&S Cost	27,011			
Total Patrol Support	***107,520***			
Total Menu Costs	**311,293**	**1,824**		-

ATTACHMENT D

AMENDMENT NO. 3
TO THE CONTRACT LAW ENFORCEMENT SERVICES AGREEMENT
BETWEEN THE CITY OF CARPINTERIA
AND
THE COUNTY OF SANTA BARBARA

This Amendment No. 3 ("Third Amendment") to the Contract Law Enforcement Services Agreement ("Original Agreement") is effective as of the 1st day of July 2023, ("Effective Date") by and between the City of Carpinteria ("CITY") and the County of Santa Barbara ("COUNTY"). CITY and COUNTY are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

A. The Agreement (as hereinafter defined) sets forth the terms and conditions under which the COUNTY provides law enforcement services to the CITY. The term of the Original Agreement is from July 1, 2019 through June 30, 2023 ("Existing Termination Date"), and only includes costs accrued and invoiced within this period.

B. Effective July 1, 2021, the Parties executed Amendment No. 1 to the Original Agreement ("First Amendment"), and effective July 1, 2022, the Parties executed Amendment No. 2 to the Original Agreement, as amended by the First Amendment ("Second Amendment"), each of which remains in full force and effect. All references to "Agreement" herein include the provisions of the Original Agreement and First and Second Amendments, respectively.

C. In November of 2022, the Parties commenced negotiations for a new agreement for law enforcement services ("Future Agreement"), effective upon an unknown date for an unknown term with an unknown cost model. Such negotiations remain ongoing. As a result, given the Existing Termination Date and that the terms of the Future Agreement are not yet resolved, the Parties hereby agree to enter into this Third Amendment for purposes of extending the Agreement to allow the Parties to continue their efforts to negotiate a Future Agreement without a lapse in law enforcement services to the CITY, during this Extended Term (as hereinafter defined). The Parties agree to continue Future Agreement negotiations as expeditiously as possible.

D. This Third Amendment has no bearing, effect, or impact—and does not reflect any other agreement among the Parties—on or relating to any ongoing or future negotiation of any future agreement (including the Future Agreement) between the Parties for law enforcement services.

NOW, THEREFORE, the Parties hereby amend the Agreement as follows:

I. **Incorporation of Recitals.** The Parties agree the foregoing recitals are true and correct and are hereby incorporated by reference as if set forth in full herein.

II. Terms. The Parties agree to the following amendments to the Agreement:

1. Term of Agreement. Pursuant to Section 4(b) of the Agreement, the term of this Agreement shall be extended to terminate upon the earlier of the following occurrences: (i) 11:59 p.m. on September 29, 2023 ; or (ii) the effectiveness of the fully executed Future Agreement, as stated therein (either, the "Extended Term").

2. Exhibit E-5 . "Exhibit E-5 Extended Term Cost Computation", attached hereto as Exhibit 1, is hereby added to and made a part of the Agreement. The costs set forth in Exhibit E-5 reflect a 7.4% increase over Fiscal Year 2022-23 costs. Effective July 1, 2023, the costs set forth in Exhibit E-4 to the Agreement shall no longer be operative hereunder.

3. Subsequent Adjustment to Third Amendment Costs.

a. To ensure that all costs of this Third Amendment are wholly consistent with all costs as anticipated to be set forth in the Future Agreement, the Parties further agree that the costs as set forth in Exhibit E-5 hereto shall be subject to a proportionate adjustment to costs agreed to in the Future Agreement (including any true-up provision set forth in such Future Agreement, if any). This adjustment shall be payable by the overpaid or underpaying Party, as appropriate, and shall be payable for the period commencing on July 1, 2023 until termination of the Extended Term. In the event that the costs agreed to in the Future Agreement are lower than the costs set forth in Exhibit E-5, the County shall provide a credit to the City in an amount equal to the difference in cost, in equal monthly installments over the remainder of FY 23/24, credited at the same time and in the same manner as the monthly payments owed from City to County under the Future Agreement until the credit is exhausted. In the event that the costs agreed to in the Future Agreement are higher than the costs set forth in Exhibit E-5, the City shall pay the County the difference in cost in equal monthly installments over the remainder of FY 23/24, payable at the same time and in the same manner as the monthly payments owed from City to County under the Future Agreement. For the avoidance of doubt, and by way of example only, if the FY 23/24 costs agreed to in the Future Agreement represent a total 7% increase over the FY 22/23 costs, then the COUNTY shall provide the CITY a proportionate credit to the costs charged under this Third Amendment of 0.4% to be applied against the FY 23/24 costs, as set forth in the Future Agreement (including as to any true-up provision therein).

b. Notwithstanding the foregoing, in the event that the Parties do not enter into a Future Agreement prior to the termination of the Extended Term, the Parties agree to negotiate in good faith regarding the FY 23/24 costs incurred during the Extended Term. In the event the Parties reach an impasse after a 30-day period after termination of the Extended Term ("Subsequent Adjustment Dispute"), the Parties shall engage a mutually agreeable mediator to assist in non-binding resolution of the Subsequent Adjustment Dispute. If the parties cannot agree on a mediator, the mediator shall be appointed pursuant to the Commercial Mediation Procedures of the American Arbitration Association, unless the parties mutually agree to choose the mediator in another manner. In the event that the non-binding resolution of the Subsequent Adjustment Dispute is unsuccessful, each party reserves its right to pursue any and all available remedies.

4. No Precedent. Nothing herein shall be construed as precedent regarding the calculation of contract costs, or on the negotiation of any agreement between the Parties for the Future Agreement.

III. General Provisions.

1. Authority to Bind. Each Party warrants that the individuals who have signed this Third Amendment have the legal power, right and authority to agree to this Third Amendment and bind each respective Party.

2. Counterparts. This Third Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

3. Entire Agreement. This Third Amendment represents the entire understanding of the Parties with respect to the FY 23/24 Contract Costs. This Third Amendment supersedes and cancels any prior oral or written understanding, promises or representations with respect to FY 23/24 Contract Costs, and it shall not be amended, altered or changed except by a written agreement signed by the Parties hereto.

4. Full Force and Effect. Except as amended by this Third Amendment, all other provisions of the Agreement not in conflict with the terms of this Third Amendment shall remain in full force and effect.

5. Severability. If any provision of this Third Amendment shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Third Amendment unless elimination of such provision materially alters the rights and obligations set forth herein.

6. Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Third Amendment.

{Signatures to Follow}

IN WITNESS WHEREOF, the Parties hereto have executed this Third Amendment as of the last date written below.

CITY OF CARPINTERIA

By: _____
AL CLARK
MAYOR OF CARPINTERIA

Date: June 12, 2023

ATTEST:
CITY CLERK
BRIAN BARRETT

By: _____

APPROVED AS TO FORM:
JENA SHOAF ACOS
CITY ATTORNEY

By: _____

COUNTY OF SANTA BARBARA

By: _____
DAS WILLIAMS
CHAIR, BOARD OF SUPERVISORS

Date: _____

ATTEST:
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____

APPROVED AS TO FORM
RACHEL VAN MULLEM
COUNTY COUNSEL

By: _____

APPROVED AS TO FORM:
GREG MILLIGAN
RISK MANAGER

By: _____

APPROVED AS TO FORM:
BETSY M. SCHAFFER
AUDITOR-CONTROLLER

By: _____

APPROVED AS TO FORM:
SHERIFF BILL BROWN
SANTA BARBARA SHERIFF'S OFFICE

By: _____

IN WITNESS WHEREOF, the Parties hereto have executed this Third Amendment as of the last date written below.

CITY OF CARPINTERIA

By: _____
AL CLARK
MAYOR OF CARPINTERIA

Date: _____

ATTEST:
CITY CLERK
BRIAN BARRETT

By: _____

APPROVED AS TO FORM:
JENA SHOAF ACOS
CITY ATTORNEY

By: _____

COUNTY OF SANTA BARBARA

By: _____
DAS WILLIAMS
CHAIR, BOARD OF SUPERVISORS

Date: 6-6-23

ATTEST:
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By _____

APPROVED AS TO FORM
RACHEL VAN MULLEM
COUNTY COUNSEL

By: _____
Rana Warren (May 25, 2023 17:11 PDT)

APPROVED AS TO FORM:
GREG MILLIGAN
RISK MANAGER

By: _____

APPROVED AS TO FORM:
BETSY M. SCHAFFER
AUDITOR-CONTROLLER

By: _____

APPROVED AS TO FORM:
SHERIFF BILL BROWN
SANTA BARBARA SHERIFF'S OFFICE

By: _____
Bill Brown (May 25, 2023 17:58 PDT)

Exhibit 1

Exhibit E-5 Extended Term Cost Computation

Exhibit E-5

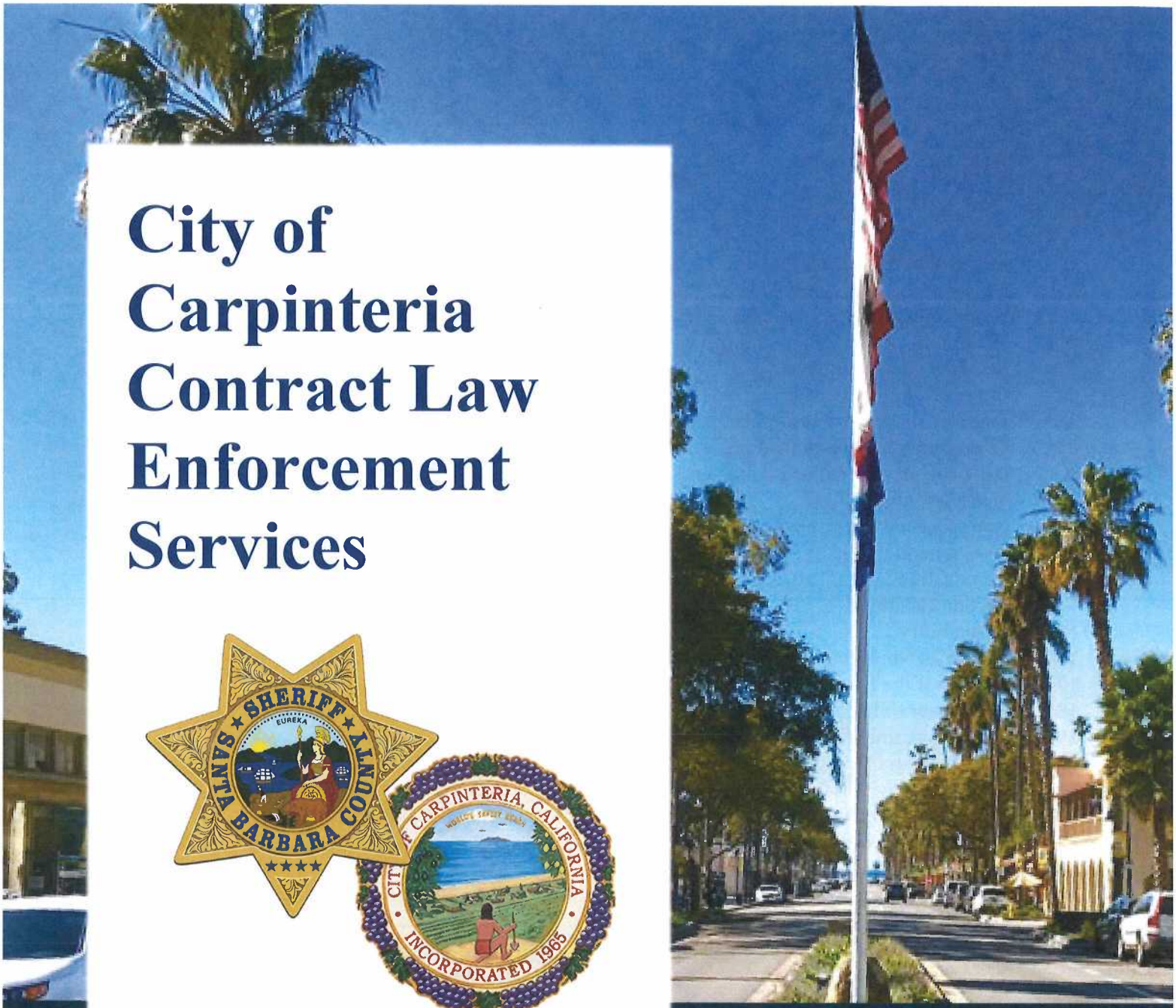
Extended Term Cost Computation

Carpinteria

DSU Summary - Contract Cost Hours Purchased 17,520

Patrol Costs	Hourly Rate	Total Contract Cost
Total Patrol Cost	175.81	3,080,191
Law Enforcement Support Costs (includes S&B, Indirect, and S&S Costs)		
Total Law Enforcement Support	48.33	846,742
Hourly Contract Rate	224.14	3,926,933
Menu Items		311,293
Dispatch		208,680
DSU Admin		35,699
Total Contract FY 20-21 Actuals		4,482,604
Inflation - 2 years @	3.0%	272,991
Applied True-up for FY 2020-2021		522,382
Total Contract FY 22-23 Estimate		5,277,977
Negotiated Reduction Negotiated		220,996
Contract Total FY 22-23 (E-4)		5,056,981
Extended Term Cost Computation		
(7.4% increase over E-4, per Amendment No. 3)		5,431,198
Extended Term Monthly Payment		452,600

ATTACHMENT E



City of Carpinteria Contract Law Enforcement Services

FY 2023/2024- FY 2026/2027

Sheriff's Office, County of Santa Barbara
Bill Brown, Sheriff-Coroner

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AGREEMENT TO PROVIDE LAW ENFORCEMENT SERVICES

THIS AGREEMENT (hereafter "Agreement") is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter "COUNTY") and the City of Carpinteria, an incorporated city having its principal place of business at 5775 Carpinteria Avenue, Carpinteria, CA 93013, (hereafter "CITY") wherein COUNTY agrees to provide, and CITY agrees to accept, the services specified herein.

WHEREAS, CITY has requested COUNTY, through its Sheriff's Office, to provide law enforcement services pursuant to a contractual agreement; and

WHEREAS, COUNTY, through its Sheriff's Office, has expressed willingness to provide law enforcement services on a cost reimbursement basis, pursuant to California Government Code section 51300 et seq.; and

WHEREAS, in recognition that this Agreement represents significant cost to CITY, COUNTY recognizes its responsibility of fiscal stewardship and to that end, is committed to providing law enforcement services in a fiscally responsible manner; and

WHEREAS, this Agreement supersedes and replaces any prior agreement between CITY and COUNTY concerning the matters governed hereby, including, without limitation, that certain Contract Law Enforcement Services Agreement dated as of July 1, 2019 (as amended, the "Prior Agreement"), which is hereby terminated and of no further force and effect, except for Section II. Paragraph 3 of Amendment No. 3 to such Prior Agreement, which relates to subsequent adjustments to costs incurred under said Amendment No. 3.

NOW, THEREFORE, in consideration of the foregoing recitals (which are incorporated herein to this Agreement by this reference), and of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DESIGNATED REPRESENTATIVE. The Contract Services Lieutenant at phone number (805) 681-4185 is the designated representative for COUNTY. The City Manager of CITY at phone number (805) 755-4400 is the designated representative for CITY. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES. Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To COUNTY: Sheriff Bill Brown, P.O. Box 6427, Santa Barbara, CA 93160
To CITY: City Manager, City of Carpinteria, 5775 Carpinteria Avenue, Carpinteria, CA 93013

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

3. **SCOPE OF SERVICES.** COUNTY agrees to provide law enforcement services to CITY in accordance with Exhibits A, C, and E attached hereto and incorporated herein by reference.

4. **TERM.**

A. Basic Term. The term of this Agreement shall commence July 1, 2023, and continue through June 30, 2027, a four (4) year term expiring on June 30, 2027 unless sooner terminated pursuant to Paragraph 13, Termination, below, or extended as described in Section 4(B).

B. Extended Term. The terms of this Agreement may be extended a maximum of three (3) one - year periods: a first term from July 1, 2027 to June 30, 2028, referred to as the First Extended Term; a second term from July 1, 2028 to June 30, 2029, referred to as the Second Extended Term; and a third term from July 1, 2029 through June 30, 2030 referred to as the Third Extended Term. The term may only be extended by mutual agreement of the parties and subject to approval by their respective legislative bodies.

C. Appropriations Limitation. In accordance with California Constitution Article XVI, section 18, CITY and COUNTY each acknowledge that annual budgetary appropriations in future years for payment and services hereunder are subject to the approval of their respective legislative bodies.

5. **STANDARD OF PERFORMANCE.** COUNTY represents that it has the skills and expertise necessary to perform law enforcement services required under this Agreement, as described in Exhibits A, C, and E.

6. **COMPENSATION OF COUNTY.** COUNTY shall be paid for performance under this Agreement in accordance with the terms of Exhibits B, C, and E attached hereto and incorporated herein by reference. In the event CITY disputes payment to COUNTY, in whole or in part, CITY shall pay under protest the full amount due to COUNTY pursuant to Exhibit E. Upon resolution of said dispute, to the extent it is determined that CITY overpaid, COUNTY will provide a credit to CITY in an amount equal to the amount overpaid by CITY (if any), which credit shall apply in full to CITY'S monthly payments hereunder until said credit is exhausted. In the event the credit (if any) exceeds CITY'S remaining payments hereunder, COUNTY shall reimburse CITY via check payable to CITY or other similar means.

7. **INDEMNIFICATION AND INSURANCE.** CITY and COUNTY agree to indemnify and hold harmless each other and to procure and maintain insurance in accordance with the provisions of Exhibit D, attached hereto and incorporated herein by reference.

8. **OWNERSHIP OF EQUIPMENT.** COUNTY shall be the owner of all items incidental to the performance of this Agreement. Equipment or supplies purchased by CITY to aid in the performance of law enforcement services shall remain the property of CITY. No transfer of ownership of equipment from COUNTY to CITY or from CITY to COUNTY shall occur as a result of this Agreement. It is understood that COUNTY shall provide all equipment and supplies necessary to the performance of this Agreement and that any CITY-owned equipment and supplies are provided voluntarily. CITY and COUNTY shall have no obligation to maintain or replace any CITY-owned equipment and supplies. Upon termination of the Agreement or applicable Menu Items within the Agreement, any equipment or supplies purchased by CITY

for COUNTY or purchased by CITY for CITY'S law-enforcement related services may, at CITY'S sole discretion, revert to CITY ownership. Upon such reversion, COUNTY will provide CITY existing detailed records of the equipment's or supplies' acquisition, customization, maintenance, and service records, including applicable DMV information, warranty information, and remaining service life.

9. **INDEPENDENT CONTRACTOR.** It is expressly understood between the parties to this Agreement that no employer/employee relationship is intended; the relationship of COUNTY to CITY being that of an independent contractor and CITY and COUNTY retain sole and independent liability for the actions of the employees of each.

10. **NONDISCRIMINATION.** COUNTY hereby notifies CITY that COUNTY'S Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CITY agrees to comply with said ordinance.

11. **NONEXCLUSIVE AGREEMENT.** CITY understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with other Santa Barbara County cities and/or other entities to provide the same or similar services.

12. **ASSIGNMENT.** Neither party shall assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of the other party and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination of this Agreement.

13. **TERMINATION.**

A. By COUNTY

1. Termination for Convenience. COUNTY may terminate this Agreement upon three hundred and sixty-five (365) days' written notice. Upon the date of termination, COUNTY shall cease work and notify CITY as to the status of its performance.

2. Termination for Cause. Should CITY default in the performance of this Agreement or materially breach any provision of this Agreement, including but not limited to, failing to timely provide COUNTY all or any part of payment due, as set forth in Exhibits B, C and E, and thereafter fail to cure the same within thirty (30) days after receipt of written notice from COUNTY of said material breach (provided that if the breach is of a nature that it cannot reasonably be cured within such 30-day period, it will not constitute a default hereunder so long as CITY begins to cure such default during the 30-day period and thereafter, diligently pursues such cure to completion), COUNTY may, at COUNTY'S sole option, terminate this Agreement by ninety (90) days' written notice. COUNTY is entitled to interest pursuant to Exhibit B, Section III from the date of CITY's breach until the date such breach is cured.

B. By CITY

1. Termination for Convenience. CITY may terminate this Agreement upon three hundred and sixty-five (365) days' written notice.

2. Termination for Cause. Should COUNTY materially breach any provision of this Agreement, including by failing to provide CITY all or any part of the services set forth in Exhibit A, and thereafter fail to cure the same within thirty (30) days after receipt of written notice from CITY of said material breach (provided that if the breach is of a nature that it cannot reasonably be cured within such 30-day period, it will not constitute a default hereunder so long as COUNTY begins to cure such during the 30-day period and thereafter, diligently pursues such cure to completion), CITY may, at CITY'S sole option, terminate this Agreement by ninety (90) days' written notice.

Notwithstanding any other payment provision of this Agreement, CITY shall pay COUNTY for service performed to the date of termination, including any prorated amount of compensation due hereunder less payments, if any, previously made. In the event CITY disputes payment to COUNTY, in whole or in part, CITY shall pay under protest the full amount due to COUNTY for services performed to the date of termination. Upon resolution of said dispute, the disputed amount shall be reconciled consistent with Section 6 above.

14. SECTION HEADINGS. The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

15. SEVERABILITY. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

16. REMEDIES NOT EXCLUSIVE. No remedy herein conferred upon or reserved to the parties is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

17. TIME IS OF THE ESSENCE. Time is of the essence in this Agreement and each covenant and term is a condition herein.

18. NO WAIVER OF DEFAULT. No delay or omission by either party to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to each party shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of the exercising party.

19. ENTIRE AGREEMENT AND AMENDMENT. In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and supersedes and replaces any prior agreements regarding the matters considered herein (except for the surviving provision of

the Prior Agreement discussed in the recitals). There have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives its future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver, or estoppel.

20. SUCCESSORS AND ASSIGNS. Subject to Section 12, above, all representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

21. COMPLIANCE WITH LAW. Both parties shall, at their sole cost and expense, comply with all applicable City, County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement.

22. CALIFORNIA LAW; JURISDICTION AND VENUE. This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court; or in the federal district court nearest to Santa Barbara County, if in federal court. Venue shall be proper in Santa Barbara County, provided that either party may transfer to a different county consistent with Code of Civil Procedure 394.

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

24. AUTHORITY. The parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, COUNTY and CITY hereby warrant that each shall not have breached the terms or conditions of any other contract or agreement to which COUNTY or CITY is obligated, which breach would have a material effect hereon.

25. PRECEDENCE. In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections. In the event of conflict between the provisions contained in the numbered sections of this Agreement, Exhibits and subsequent contract Amendments, the most current contract Amendment shall prevail over the provisions, Exhibits and/or prior Amendments.

26. DISPUTE RESOLUTION PROCESS. Before commencing any legal proceeding in any court of law, any controversy, arising out of or relating to this Agreement, its enforcement, or interpretation, including claims of an alleged breach (but excluding a dispute regarding the level of service subject to procedure set forth in Section II. B of Exhibit A) shall be first submitted to mediation. Written notice stating the specific basis of the dispute ("Notice of Dispute"), including the contractual provisions at issue and the amount disputed, if any, shall be provided to the other party within thirty (30) days of the event giving rise to

the dispute. During the thirty (30) days following receipt of the Notice of Dispute, the parties shall engage in good faith efforts to resolve the dispute through the appropriate internal hierarchy of each agency. The parties may mutually agree to continue these good faith efforts to resolve the dispute beyond thirty (30) days. However, either party may elect to proceed to mediation at any time after the expiration of thirty (30) days following receipt of the Notice of Dispute. If the dispute remains unresolved after ninety (90) days, the matter shall be referred to a neutral mediator. In any case, the mediator shall be mutually agreed to by both parties. If the parties cannot agree on a mediator, the mediator shall be appointed pursuant to the Commercial Mediation Procedures of the American Arbitration Association, unless the parties mutually agree in writing to choose the mediator in another manner. Any costs of retaining the services of the mediator shall be shared equally by COUNTY and CITY. While COUNTY is solely obligated to enter into the aforementioned mediation with CITY, if COUNTY and CITY mutually agree to join other parties who hold similar disputes in a single mediation, the cost of the mediation will be shared equally by all parties to the mediation. The parties intend that the dispute resolution procedures provided for hereunder shall be conducted in as expeditious a manner as possible.

27. **AGREEMENT NOT CONSTRUED AGAINST DRAFTER.** This Agreement has been negotiated and prepared by the parties and their respective counsel, and should any provision of this Agreement require judicial interpretation, the court interpreting or construing the provision shall not apply a rule of construction that a document is to be construed against one party.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective July 1, 2023 after it is fully executed by the appropriate CITY and COUNTY officials.

COUNTY OF SANTA BARBARA

By: _____
DAS WILLIAMS
CHAIR, BOARD OF SUPERVISORS

Date: _____

ATTEST:
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

By: _____

APPROVED AS TO CONTENT:
GREG MILLIGAN
RISK MANAGER

By: _____

APPROVED AS TO FORM:
BETSY M. SCHAFFER
AUDITOR-CONTROLLER

By: _____

APPROVED AS TO FORM:
SHERIFF BILL BROWN
SANTA BARBARA SHERIFF'S OFFICE

By: _____

CITY OF CARPINTERIA

By: _____
AL CLARK
MAYOR OF CARPINTERIA

Date: _____

ATTEST:
CITY CLERK
BRIAN BARRETT

By: _____

APPROVED AS TO FORM:
JENA SHOAF ACOS
CITY ATTORNEY

By: _____

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Exhibit A: Statement of Work

The purpose of Exhibit A is to describe and define the type and level of work to be performed.

I. Delivery of Services

COUNTY, through its Sheriff's Office, shall deliver general law enforcement services within the incorporated limits of CITY according to the terms and conditions set forth herein. It is the goal of the Sheriff's Office to provide a high level of professional excellence; respond to calls for service promptly; protect lives and property to the best of its ability; practice community-oriented policing (as defined below) and conduct itself in a manner that promotes trust and legitimacy and is participatory in community matters and events; initiate programs that prevent and deter crime or improve the quality of life; stay abreast of modern policing methods and technology; and apprehend criminal offenders.

II. General Law Enforcement Services

A. Definition. "General Law Enforcement Services" are (i) those services that COUNTY has deemed are necessary to ensure adequate public and officer safety for CITY in the conduct of 24/7 police patrol, (ii) investigations, (iii) technical services, (iv) direct support and administrative functions, (v) emergency dispatch, (vi) general traffic enforcement, (vii) accident investigation, and (viii) parking control. COUNTY agrees to provide General Law Enforcement Services including all Specialized Law Enforcement Functions, as defined in Section II. C, below.

1. Labor and Materials. COUNTY shall supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to perform all duties and functions to maintain the level of service to be rendered hereunder. Notwithstanding anything contained herein, in all instances where special supplies, stationery, notices, forms and the like must be issued in the name of CITY, the same shall be supplied by CITY at CITY'S cost and expense.

B. Level of Service.

1. Level of Service Recommendation. The level of service for general law enforcement services to CITY will be recommended by COUNTY by November 1 of each year with any service level adjustments occurring July 1 of the following year. COUNTY's level of service recommendation for the current fiscal year will be delineated in Exhibit E. The level of service refers to the number of patrol "posts" to be staffed within the boundaries of CITY. One patrol post is equivalent to the number of sworn personnel required to staff one patrol position 24 hours a day, 7 days a week, for one year ("24/7 coverage") including supervision, direct and indirect support functions (excluding Administrative Office Professionals), equipment, major assets, services, supplies, and other incidental costs attributable to the provision of general law enforcement services within the current geographic boundaries of CITY. A patrol post includes a Shift Relief Factor (as further

explained in Exhibit C), which is used as the multiplier to determine the number of full-time equivalent employees (FTEs) needed for 24/7 coverage. COUNTY measures the service level by the number of patrol posts provided to CITY, and not the number of hours provided.

A patrol post is a single unit, and cannot be requested, or provided, as a fraction thereof. In consultation with COUNTY, CITY may request enhancements to the level of law enforcement services as defined below under Section III, "Supplemental Law Enforcement Services."

2. Level of Service Adjustment.

a. Adjustment Recommendation by COUNTY. If COUNTY proposes to increase or decrease the number of patrol posts provided in the prior year, COUNTY shall provide CITY data supporting its determination that such level of service is necessary to protect public and officer safety within CITY along with its recommendation. Such data will be provided no later than December 1st of the current fiscal year. At CITY's request, COUNTY will discuss alternative service options.

b. Adjustment Request by CITY.

i. If CITY wishes to reduce the then-existing type or level of service provided under the terms of this Agreement, CITY shall make a written request to COUNTY within thirty (30) days of the date it receives COUNTY'S level of service recommendation. CITY shall provide information supporting its request for a reduction in service level, and COUNTY will provide patrol activity data supporting the need for its current level of service.

ii. If CITY wishes to increase the then-existing type or level of service provided under the terms of this Agreement, CITY will make a written request to COUNTY no later than December 1st of the current fiscal year, for changes to be applied to the following fiscal year. CITY'S request shall detail the specific type and level of service CITY desires, with CITY acknowledging that the costs of such services will impact the total cost for the relevant fiscal year. COUNTY shall review said request and acknowledge acceptance or rejection by letter to CITY'S Designated Representative. Upon notice from COUNTY of acceptance, or, with respect to Menu Items, partial acceptance of said request, and the cost of providing the type or level of staffing therein agreed upon, the parties shall prepare and execute a written amendment to this Agreement as to the terms and conditions set forth in said request and acceptance, including the resulting cost of the same; all other terms set forth in

this Agreement shall continue in full force and effect. In the event COUNTY rejects CITY'S request, the then-existing type and level of staffing shall remain in full force and effect.

c. Consideration of Adjustment. The parties agree to work in good faith to review and consider the adjustment recommendation or request, including providing any supporting information or data that either party may request to support the recommendation or request.

3. Level of Service Review. If the parties do not come to agreement on an adjustment recommendation or request through the process set forth in Section II. B. 2., above, CITY may request review from the Undersheriff. The Undersheriff shall engage in a face-to-face meeting with CITY to review the recommendation or request and shall consider CITY'S position in good faith, at which meeting the parties will review all data and evidence supporting the current or proposed level of service. The parties shall make all reasonable efforts to complete this process by April 15 of any year in which the process is utilized.

4. Minimum Level of Service. COUNTY is under no obligation to allow a minimum level of service that jeopardizes public or officer safety. If the level of service review, as set forth in Section II. B. 3, above, is completed and the parties do not come to an agreement regarding the required level of service, the parties agree that the Sheriff shall have final authority to determine minimum level of service for this Agreement.

5. Amendment. If the foregoing process results in an increase or decrease to levels of service, the parties shall prepare and execute a written amendment to this Agreement as to the terms and conditions of the increase or decrease, including the resulting cost of such changes; all other terms set forth in this Agreement shall continue in full force and effect.

C. Specialized Law Enforcement Functions. Specialized law enforcement functions including, Search & Rescue; Mounted Unit; Boat Patrol; Aviation Support (Air Support Unit); Underwater Search and Recovery; Special Weapons and Tactic Team (SET); Human Trafficking Task Force; Court Civil Services; Volunteer Program; Explorer Program; Project Lifesaver; Explosive Ordinances and Devices (Bomb Team); and/or Hostage Negotiations may also be provided within CITY limits as needed and when deemed appropriate by COUNTY. CITY will not be responsible for the cost of these services unless the service is requested by CITY as a Supplemental Law Enforcement Service as described in Section III, below. The parties acknowledge and agree that "specialized law enforcement functions" does not include cannabis compliance services.

D. Grant Administration. The Administrative function will also include the ability and authority for COUNTY to apply, administer and implement grant opportunities for the benefit of CITY with the expressed written permission of the Designated Representative of CITY. If COUNTY directly receives grant funds on behalf of CITY related to law

enforcement services under this Agreement such grants shall be directly credited against CITY's costs under this Agreement, so long as such credit will not result in supplantation of funds nor violation of any rules, laws, or principles governing supplantation.

E. Prosecution of Offenses. CITY and COUNTY shall continue their existing practice regarding the prosecution of offenses, with CITY responsible for the prosecution of infractions and City Ordinances, and COUNTY, through the District Attorney's Office, responsible for the prosecution of all other offenses. There shall be no cost effect on the parties under this Section.

F. Custody and Coroner Functions. It is generally understood by both parties at this writing that current law requires conventional custody and coroner functions be provided at COUNTY'S obligation and expense throughout COUNTY regardless of incorporated or unincorporated boundaries. CITY, therefore, will not be responsible for the costs attributable to custody or coroner services.

G. Community Oriented Policing. The parties acknowledge and agree that COUNTY practices community-oriented policing and conducts itself in a manner that promotes trust and accountability and is participatory in community matters and events.

H. Service Limitations of COUNTY. All references to General Law Enforcement Services contained in this Agreement are references only to services that shall be delivered under the terms of this Agreement.

III. Supplemental Law Enforcement Services

A. Definition. Supplemental Law Enforcement Services are those services that a CITY may select in addition to the "General Law Enforcement Services," as defined in Section II. Supplemental Services can be provided on an annual, full time basis (Menu Items and Grant Programs), or on a one-time or periodic basis. The availability of these Supplemental Law Enforcement Services is at COUNTY'S discretion and is dependent upon COUNTY'S ability to properly staff the supplemental services requested by CITY. Supplemental Law Enforcement Services serve as a supplement to General Law Enforcement Services and in no way replace any services provided under General Law Enforcement Services. As an example, if CITY purchases a Non-Relief (as hereinafter defined) traffic deputy as part of CITY's Supplemental Law Enforcement Services, the services of such Non-Relief traffic deputy are in addition to the general traffic enforcement provided under General Law Enforcement Services and in no way supplants such general traffic enforcement.

B. Non- Relief. All Supplemental Law Enforcement Services are non-relief positions. The term "Non-Relief" indicates that the provision of these services is dependent upon the availability of personnel assigned to a particular position. Services will not be supplemented by additional resources when assigned personnel are unavailable due to vacation, illness, training, or other factors collectively referred to as "lost time." Notwithstanding the foregoing, COUNTY shall use best efforts not to commit to provide Supplemental Law Enforcement Services unless COUNTY reasonably believes that

COUNTY will actually be able to provide such services and COUNTY shall use its best efforts to ensure that such services are in fact provided. In the event that a deputy assigned to a position classified as "Non-Relief" is unavailable to perform their duties due to illness, serious injury, leave of absence or other cause, but has not been transferred out of the position, COUNTY will inform CITY of the absence and whether COUNTY has capacity to staff the position. CITY will continue to pay for the affected position until the deputy assigned is no longer being paid directly by COUNTY, i.e., Worker's Compensation, Long Term Disability, Unpaid Leave, etc. In furtherance of the foregoing, COUNTY shall inform CITY as soon as COUNTY begins receiving Worker's Compensation, Long Term Disability, Unpaid Leave, etc. for any unstaffed position. In the event that the affected position remains unfilled for one month, CITY may request to meet and confer with COUNTY regarding such position. In the event the deputy has been transferred out of the position, CITY'S obligation to pay for such position will be immediately suspended. Calculation of any resulting credit will be determined as provided in Exhibit C, Section II.

C. Additional Annual Level(s) of Service.

1. Definition. Additional Annual Level(s) of Service refers to annual supplemental law enforcement services not included in, "General Law Enforcement Services," as defined in Section II above. CITY may request an additional level of service for the succeeding fiscal year for any Supplemental Law Enforcement Services, including but not limited to, Menu Items, and Additional Levels of Service tied to Grant Programs, as further described below. Requests for Additional Annual Level(s) of Services must be made in writing by January 15th of the current fiscal year.

2. Menu Items. The following Supplemental Law Enforcement Services are available for purchase by CITY on an annual basis, subject to cancellation by CITY on at least sixty (60) days' advance written notice from CITY to COUNTY:

    a. **Non-Relief Motor Deputy** conducts motorcycle-based traffic enforcement, collision investigations, community outreach and education programs. The deputy's enforcement is focused on common collision factors within the incorporated limits of CITY. The goal of the traffic deputy is to reduce the number of traffic collisions, persons injured in collisions and improve the overall safety of motorists, bicyclists and pedestrians.

        i. Transfers/Promotions. In the event that a Motor Deputy assigned to a Supplemental Law Enforcement Service, or "Menu Item" position is promoted or otherwise transfers out of that assignment, CITY shall be responsible for the replacement costs of any equipment and training required of the succeeding deputy, that are not otherwise reimbursed.

This would include training, equipment and/or uniform items associated with the Motor Deputy position.

ii. Motor Pool Costs. CITY will reimburse COUNTY for actual motor costs associated with Motor Deputy costs. Costs are determined by COUNTY's General Services department and will be tracked through COUNTY'S financial system and added to the monthly invoice. Motor pool costs consist of fuel, maintenance/repair work, as well as insurance.

iii. Uniform, Equipment, and Training Costs. CITY recognizes that COUNTY does not employ Traffic Deputies in any of its unincorporated jurisdictions and that Deputy, vehicle, uniform, equipment, and training costs are solely the responsibility of CITY. CITY shall reimburse COUNTY for uniform, equipment, and training costs in accordance with department standards. The below table delineates a sampling of the average useful life for uniform and equipment for a Motor Deputy Costs:

ITEM	AVERAGE USEFUL LIFE
Motorcycle	5 yrs
Moving RADAR	10 yrs
Handheld LIDAR	10 yrs
Helmet	5 yrs
Helmet Communication Harness	5 yrs
Uniform- Shirts (2)	2 yrs
Uniform- Pants (2)	7 yrs
Uniform- Boots (1)	3 yrs
Uniform- Jacket (1)	10 yrs

b. **Non-Relief School Resource Deputy** acts as the liaison between school officials, CITY staff, and the Sheriff's Office. The deputy provides education classes to students, parents and community members impacted by the school; completes school-related projects as directed; investigates youth related offenses related to the school on and off campus; and enforces state, local and education code laws.

c. **Non-Relief Community Resource Deputy** typically works as a liaison between CITY staff and Sheriff's personnel and works cooperatively with the City Manager, or designee, and the Station Lieutenant. The deputy focuses on the interests unique to CITY, develops crime prevention programs, and provides public education and instruction. The deputy also typically assists with coordinating CITY sponsored events.

d. **Non-Relief Detective** investigates general or specific criminal violation cases developed by patrol personnel.

e. **Non-Relief Sergeant** provides supplemental supervision for groups of deputies assigned to similar duties or projects.

f. **Non-Relief Administrative Office Professional** (AOP) is additional clerical staff assigned to process incidents, crime and traffic reports. The AOP is responsible for records processing and information coordination with the District Attorney and other local state and federal agencies.

g. **Non-Relief Sheriff's Service Technician ("SST")** works under general supervision and performs a variety of non-sworn technical and clerical based administrative duties in the office and the field.

3. Grant Programs. Subject to Section II. D. above, if the additional level of service is tied to a grant program, CITY will be invoiced for actual, additional costs above the grant award for the applicable time period, unless COUNTY and CITY agree otherwise. This assumes that any grant funds are received directly by COUNTY. CITY may request and COUNTY may provide cost estimates prior to the implementation of a grant and/or program. CITY understands that actual, additional costs may vary slightly (high or low) from original estimates. Any supplemental, material expenses related to ongoing programs will be recommended by COUNTY to CITY in advance of purchase. CITY understands and accepts that if a supplemental item related to an ongoing program is not approved by CITY, COUNTY may exercise the option to refrain from further work on the grant or program. COUNTY will apply Departmental and/or COUNTY overhead to a grant cost when the provisions of the grant allow for the accounting of overhead expense. CITY understands and accepts that the net cost of grant overhead may become an expense to CITY when other provisions are not agreed upon in writing by both parties in advance of the implementation of the grant. CITY understands and accepts any ongoing fiscal, staffing, and/or programmatic obligations incurred in the acceptance of a grant. An example of such an obligation may include a grant requirement to retain a staffing position for a time period beyond the original grant award period.

D. One-time or Periodic Law Enforcement Services.

1. Definition. One-time or Periodic Law Enforcement Services refers to the provision of periodic or one-time enhancements to the level of general law enforcement services provided at the request of CITY, such as, but not limited to: additional security for planned events and seasonal staffing. These planned and/or unplanned events usually require additional, short-term law enforcement services. For planned events, upon written request of CITY to COUNTY, in accordance with

Section III. D. 2, below, COUNTY will review and recommend the appropriate level of service for the event or occurrence and provide CITY with services within the available staffing and legal authority of COUNTY.

2. Request Process for Planned Events. The request by CITY for additional law enforcement services for planned events, including but not limited to parades, festivals and similar events, shall be memorialized in writing, printed or electronic, between the two parties through their respective Designated Representatives. The writing will describe the nature of the event, specific dates, times and locations and may include a suggested level of service. CITY will notify COUNTY as soon as possible and at least forty-five (45) days prior to the event, for COUNTY scheduling purposes. CITY may request a written cost estimate in advance of a planned event and CITY understands and accepts that actual, additional costs of the event may vary (high or low) from the estimate. COUNTY is not responsible for contracting with any outside vendors related to the underlying event requiring the request for one-time or periodic law enforcement services. COUNTY will solely contract with CITY for all one-time or periodic law enforcement services requested under this Agreement.

3. Request Process for Unanticipated Additional Services. The request by CITY for unanticipated additional law enforcement services shall be memorialized in writing, printed or electronic, between the two parties through their respective Designated Representatives as soon as possible in advance of the need for such services. In the event that an advance written request is not possible, COUNTY will invoice CITY for actual costs for the unanticipated services.

4. Provision of One-time or Periodic Services. CITY requests for additional one-time or periodic law enforcement services, planned or un-planned, shall be granted at COUNTY'S discretion. If granted, CITY will be invoiced for actual costs incurred for any personnel and/or equipment used in the provision of supplemental law enforcement services.

IV. Personnel Management

A. Hiring, Training and Discipline of Staff. The hiring, training, discipline and/or control of all Sheriff's Office personnel employed under this Agreement shall remain under the appropriate chain-of-command within COUNTY Sheriff's Office. All persons employed in the performance of services and functions for CITY pursuant to this Agreement shall be COUNTY employees.

B. Exclusive Authority. Subject to the terms of this Agreement, the Sheriff shall retain exclusive authority over the activities of his/her personnel. The planning, organization, scheduling, direction, supervision, standards of performance and discipline of Sheriff's personnel, and all other related matters incidental to the delivery of General Law Enforcement Services to CITY shall be as determined by the Sheriff. Nothing herein shall

be deemed to limit the Sheriff's authority to move, transfer and/or discipline Sheriff's Office personnel as Sheriff in his/her discretion deems appropriate.

C. City Personnel Consultations and Recommendations. CITY may request to be consulted on the selection or replacement of the Station Lieutenant (or other higher level officer as mutually agreed in writing), who will represent the Sheriff as Chief of Police Services, and any personnel for any position related to supplemental law enforcement services of a specialized nature that CITY has requested. CITY may request review or transfer of Sheriff's personnel as a consequence of services and functions performed under this Agreement, and such request shall be considered in good faith by Sheriff in determining the appropriate course of action, if any. CITY may make these requests through the Station Lieutenant, however, if CITY seeks to request review or transfer of the Station Lieutenant, CITY may make such request to the Commander. This provision notwithstanding, the Sheriff maintains exclusive authority over the selection or replacement of personnel provided to CITY.

D. Employee Pay Issues. Except as otherwise provided herein, CITY shall not assume any liability for the direct payment of any salaries, wages or other compensation, or other employment benefits of any description to any COUNTY personnel performing services hereunder for CITY, including liability for workers' compensation claims or injury or illness arising out of COUNTY personnel's performance of this Agreement. Except as otherwise provided herein, no person employed by COUNTY hereunder shall have any rights to pension, civil service, or other status, benefits or rights from CITY by virtue of this Agreement; and no CITY employee shall have any rights to pension, civil service or other status, benefits or rights from COUNTY by virtue of this Agreement.

E. Orientation. Personnel assigned to CITY pursuant to the terms of this Agreement shall receive appropriate orientation regarding the special characteristics and needs of CITY. Training shall include familiarization with CITY municipal codes, key CITY staff and CITY departments that will interact with Sheriff personnel.

F. Diversity, Equity, and Inclusion (DEI). COUNTY and CITY are each committed to engaging in practices that promote diversity, equity, and inclusivity within their respective agencies and communities. COUNTY is committed to demonstrating respect for the diversity of CITY's community and ensuring equity, inclusion, and access for all residents and visitors in the provision of law enforcement services. If requested by CITY, COUNTY patrol deputies providing services under this Agreement will make best efforts to participate in DEI training at the CITY level, provided that (i) CITY must provide COUNTY with any proposed CITY training for COUNTY's review, (ii) COUNTY approves of such training and (iii) to the extent CITY's training conflicts with the deputies' ability to perform services under this Agreement, the deputies' obligation to provide services under this Agreement shall prevail. CITY may inform COUNTY of CITY'S DEI events, outreach efforts, and training within CITY'S community, and COUNTY shall use its best efforts to have an administrative staff member attend and participate in such events, outreach efforts, and trainings. If COUNTY participates, such participation will be incorporated in CITY's overall monthly compliance report, set forth in Section IX, below.

If there are any costs associated with attending such training, including any direct or backfill overtime costs, such costs will be borne by CITY. At CITY's request to the Station Lieutenant, COUNTY will provide CITY with COUNTY's DEI training or programs offered to employees providing services under this Agreement.

V. Enforcement of Laws

In conjunction with Section II.E, above, Sheriff shall, consistent with and subject to the limitations of applicable law and Sheriff's Office written policies (copies of which shall be provided to CITY upon CITY's request), enforce those statutes of the State of California and municipal ordinances of CITY that call for or reasonably require enforcement by law enforcement personnel. When requested, and to the extent consistent with applicable law and Sheriff's Office written policies (copies of which shall be provided to CITY upon CITY's request), Sheriff will assist in the enforcement of CITY's other municipal code provisions in cooperation with CITY's staff and Code Enforcement personnel. At CITY's request, CITY and COUNTY agree to meet and confer regarding Sheriff's Office policies that may impact the Sheriff's ability to enforce municipal ordinances of CITY.

VI. Mutual Cooperation

To facilitate the delivery of services under this Agreement, COUNTY shall have full cooperation and assistance from CITY, its officers, agents and employees and CITY shall have full cooperation and assistance from COUNTY, its officers, agents and employees. Whenever possible, the parties agree to consult with one another on significant changes to service level, new technology, and community oriented policing as it relates to provision of services under this Agreement within the CITY.

VII. Mutual Aid

The parties acknowledge and agree that an unplanned event or emergency may require a temporary reallocation of law enforcement services in order to maintain public safety either inside or outside of CITY.

VIII. Maintenance of Records

COUNTY shall keep reasonably itemized and detailed records and reports as required by law, grants described in section III. C. 3, above, and/or generally accepted accounting principles on behalf of CITY. CITY records shall be maintained by COUNTY pursuant to COUNTY practice and as required by law and shall be available to CITY for inspection after reasonable prior notice to COUNTY. CITY understands and accepts that various records may be destroyed after specific time periods have passed and thus unavailable for inspection.

IX. Law Enforcement Service Statistics and Data Reporting

A. Law Enforcement Statistics. As of the date of full execution of this Agreement, COUNTY maintains law enforcement service statistics as set forth in Exhibit A-1. The

Patrol Post Statistics, set forth in Exhibit A-1, are generated monthly from the Santa Barbara County Sheriff's Office's Computer Aided Dispatch (CAD). Within thirty (30) days of the end of each calendar month, COUNTY, via the Sheriff's Contract Services Bureau, shall provide CITY a monthly report of Patrol Post Statistics. If requested by CITY, COUNTY shall also provide CITY an annual report of Patrol Post Statistics.

While CITY is not charged based on compliance hours, the Patrol Post Statistics will include a monthly compliance report that tracks the total number of hours provided to CITY. The parties will meet and confer quarterly to discuss compliance. Additionally, the parties will meet and confer to discuss compliance if the compliance rate falls below 90% or rises above 110% of CITY's purchased patrol posts, for two consecutive calendar months. The compliance report will be in the form substantially similar to that attached hereto as Exhibit A-2.

All other statistics delineated in Exhibit A-1 (Reported Crime Statistics, Traffic Statistics, and Caseload Statistics), are obtained from the Santa Barbara County Sheriff's Office's Data Unit (Data Unit). COUNTY shall provide a report of such statistics as soon as practicable after receipt of such statistics from the Data Unit and no later than two months after the month in which the data was collected, unless system/software upgrades or changes render the information unavailable or unacceptable for dissemination due to inaccuracy, incompleteness, error, etc.

B. Data Reporting. COUNTY will provide CITY the following data reports:

1. Asset Forfeiture Reports. In June and December, COUNTY will provide CITY a report of all cases within the incorporated area of the CITY resulting in asset forfeiture; and,

2. Existing Quantitative and Qualitative Reports. COUNTY will provide CITY any non-privileged existing quantitative and qualitative reports for Community Resource Deputy, School Resource Deputy, Grants (OTS and others), and Criminal Investigations Division activity.

3. Beat Sheets. If requested by CITY, County will provide CITY a list of all patrol personnel staffing each post in CITY and in the areas immediately adjacent to CITY ("Beat Sheet") as soon as possible following CITY's request. The Beat Sheet will solely include information regarding assigned personnel and may not reflect which personnel actually provided services, including mid-shift changes. Discrepancies between the Beat Sheet and CAD data should be resolved in favor of the CAD data. If in the future CAD data is used by COUNTY for a more accurate report, such report shall replace the Beat Sheet for purposes of this section.

C. Annual Presentation to the CITY Council. Annually, the Chief of Police for CITY will present to the CITY Council regarding CITY contract compliance and significant

events from the prior year, including relevant data and a discussion of the goals and objectives set forth in Exhibit A-3.

D. Additional Reporting. If COUNTY upgrades its systems or software such that COUNTY is able to provide additional data and statistics beyond what is described in this section, COUNTY shall notify CITY of the same and shall incorporate such additional data and statistics into the information provided to CITY under this section as soon as reasonably possible after full implementation of the new system/software. Following the implementation of such new system/software, if there is no additional cost to COUNTY to provide the additional data and statistics, then COUNTY will provide such at no additional cost to CITY. To the extent that CITY seeks additional or supplemental data reporting or analysis beyond that described in this section or beyond what COUNTY is capable of providing based on its then-current system/software, the parties will meet and confer regarding the possibility of providing such additional reporting. However, the ultimate determination regarding such additional reporting will be at COUNTY's discretion, and CITY will be invoiced for the actual costs incurred for any additional or supplemental data reporting or analysis beyond that referenced herein.

Exhibit A-1: Law Enforcement Service Statistics Reporting

Reported Crime Statistics

Criminal Homicide
Robbery
Burglary
Vehicle Theft
Theft
Forcible Rape
All Assaults
Vehicles Recovered
Calls for Service

Traffic Statistics

Accidents
Person Injured
Persons Killed
DUI Arrests
Towed Vehicles
Injury Collisions
Fatal Collisions
Citations
AB321 Violations

Caseload Statistics

Felony Arrests
Misdemeanor Arrests

Patrol Post Statistics

Time spent on calls for service
Proactive patrol time
Time spent on report writing and administrative duties

SANTA BARBARA COUNTY
SHERIFF'S OFFICE

MAY 2023 REPORT

PREPARED BY CONTRACT SERVICES UNIT

Deputy Sheriff Service Unit Compliance Time

Hours in Month	744.00
Posts Covered	3
Hours Logged in CAD	2382.30
Total Contract Hours	2232.00
Total Billable Hours	2222.20

Compliance Totals

Monthly Total	99.56%
Annual Total	101.68%

Time Summarization

Calls for Service	506.20
Reports and Admin.	150.70
Shift Change	178.00
Proactive Patrol	1219.10
City Car Out of City	160.10
Out of Area Car in City	168.20

NOTE. There is no correlation between graph color and data listed above

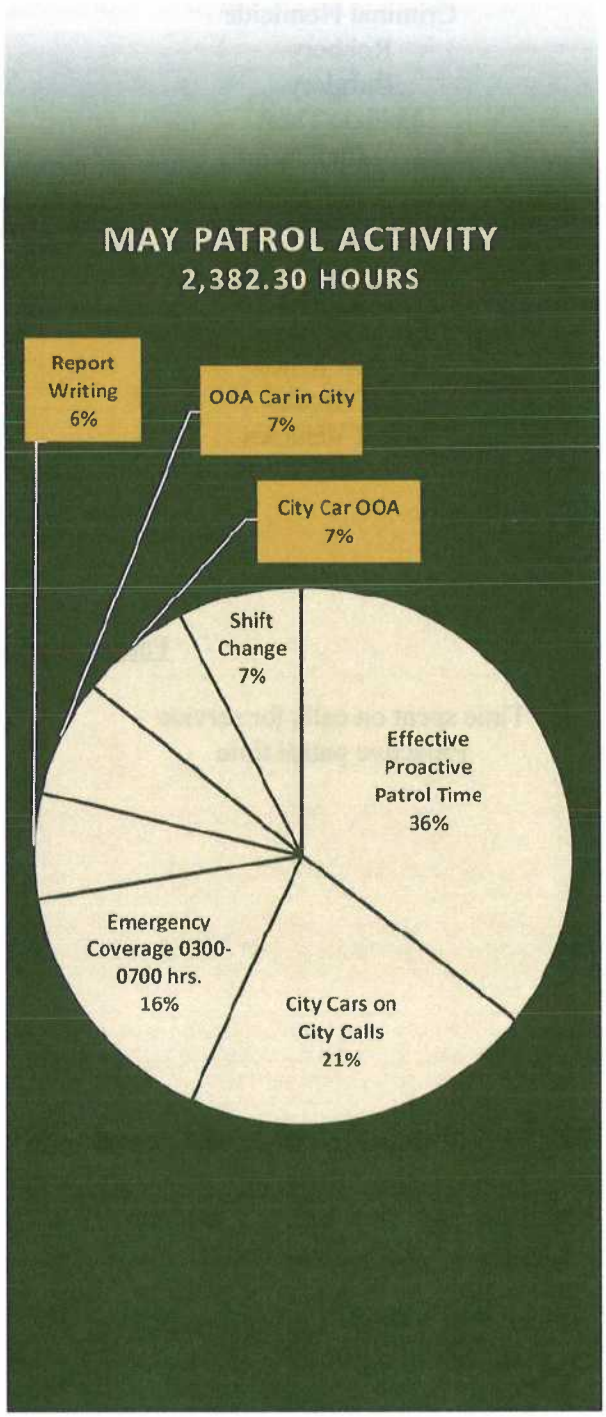

Exhibit A-3: Performance Measures for Annual Presentation

The Sheriff's Office is committed to providing law enforcement services consistent with the objectives of building trust and legitimacy, fostering a culture of transparency and accountability, maintaining a safe community, and engaging in community oriented policing. The information below further defines these objectives.

I. **Building Trust and Legitimacy**. Law Enforcement Services in CITY shall be conducted in a manner that builds trust and legitimacy of the law enforcement agency and its personnel with all segments of the community. Consistent with these principles, when possible, and to the extent that the below do not detract or conflict with the deputies' ability to perform services under this Agreement, COUNTY will:

   A. Use procedural justice[1] as a guiding principle for internal and external practices for interactions with community members and visitors to the CITY.
   B. Participate in youth/school-based outreach that provides CITY youth with positive law enforcement interactions.
   C. Engage in positive interaction with CITY business owners and operators.
   D. Participate in Neighborhood Outreach efforts, in particular, programs that effectively build, trust, and encourage open communication with CITY immigrants/Spanish language speakers.
   E. Participate in outreach and communication with CITY residents.
   F. Make best efforts to ensure that employees assigned to provide services to the CITY reflect the community they serve. Conduct annual recruitment programs (e.g., Explorer Program) to recruit constituents of CITY.
   G. Should a Community Resource Deputy or similar Menu Item position be filled, include interacting with youth and coordinating / collaborating with School District as a part of duties. The Community Resource Deputy or similar Menu Item may participate in programs, that can be cooperatively carried out with the CITY School District, that address the needs of children and youth most at risk for crime or violence and that seek to avoid stigmatizing youth and marginalizing their participation in schools and the community.

II. **Culture of Transparency and Accountability**. Law Enforcement Services in CITY shall be conducted in a manner that maintains a culture of transparency and accountability with the community and its residents. Consistent with these principles, when possible, and to the extent that the below do not detract or conflict with the deputies' ability to perform services under this Agreement, COUNTY will:

---

[1] Per the Department of Justice, procedural justice focuses on the way police and other legal authorities interact with the public and how the characteristics of those interactions shape the public's views of the police, their willingness to obey the law, cooperation with the police in fighting crime, and actual crime rates.

A. Work with CITY regarding public notification by website(s), social media and/or email newsletters regarding data provided in Section IX of Exhibit A.

III. **A Safe Community.** Law Enforcement Services in the CITY shall be conducted in a manner that reinforces CITY's reputation as a safe community for residents and supports private investment and property values. Consistent with these principles, when possible, and to the extent that the below do not detract or conflict with the deputies' ability to perform services under this Agreement, COUNTY will:

A. Promote the safety of the community and a feeling of security among those that live, work, and visit the CITY, providing service in a fair, honest, prompt, cooperative, helpful, sensitive, and courteous manner, primarily through the deterrence/prevention of crime and the apprehension of offenders.

B. Participate in Neighborhood and Business Watch programs.

IV. **Community Policing.** Law Enforcement Services in CITY shall be conducted in a collaborative manner that effectively supports the systematic use of partnerships and problem-solving techniques to proactively address conditions that give rise to public safety issues. Consistent with these principles, when possible and to the extent that the below do not detract or conflict with the deputies' ability to perform services under this Agreement, COUNTY will:

A. Engage in multidisciplinary, community team approaches for planning, implementing, and responding to crisis situations with complex causal factors, including use of co-response teams to effectively respond to mental health issues.

B. Work with CITY residents to co-produce public safety; identifying problems and collaborating on implementing solutions that produce meaningful results for the community.

C. Participate in training and engagement with CITY staff and volunteers through citizen academies, ride-alongs, problem solving teams and focus groups.

V. **Community Based Events**. In furtherance of the above-referenced principles, COUNTY will collaborate with CITY to offer a minimum of two (2) of the below community-based events. The time utilized to accomplish the below events will be incorporated in CITY's overall monthly compliance report, set forth in Section IX, of Exhibit A. If there are any costs associated with participating in these events or programs, including any direct or backfill overtime costs, such costs will be borne by CITY.

A. Conduct one (1) Neighborhood and Business Watch program meeting per year.

B. Participate in one (1) CITY meeting or event where CITY residents can interact with COUNTY and help influence programs and policy.

C. Hold one (1) group event in CITY annually.

D. Hold one (1) appropriately age-based student outreach event, such as Hot Cocoa with a Cop, at an Elementary, Middle, or High School in the CITY.

E. Participate in the National Night Out event in collaboration with CITY annually.

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Exhibit B: Payment Methodology

I. General Compensation

A. General. COUNTY will charge CITY, and CITY will be charged, in accordance with the payment methodology set forth in this Exhibit B and the cost model set forth in Exhibit C.

B. Exhibit E. The total amount charged for General Law Enforcement Services, as defined in Exhibit A, Section II, and Menu Items, as defined in Exhibit A, Section III. C. 2, for Fiscal Year 2023-2024 will be provided to CITY as Exhibit E and will be referred to as "Cost Computation Fiscal Year 2023-24." A revised Exhibit E (to be called Exhibit E-1, Exhibit E-2, etc. and dated with the effective date of said Exhibit) shall be provided by COUNTY to CITY annually with the annual cost recalculation (per Section II below) showing rate adjustments and the consequent adjustment in monthly compensation due COUNTY and additionally whenever there is a renegotiation of the MOU (defined below) that impacts the escalator discussed below and/or a change in Menu Items or service level changes (per Exhibit A, Sections II.B. or II.C). Any such revised Exhibit E shall constitute an amendment to this Agreement upon signature by the City Manager, or designee thereof, and the Sheriff on behalf of COUNTY.

II. Annual Cost Recalculation Via an Escalator

The cost model described in Exhibit C sets the base contract cost under the Agreement. CITY and COUNTY have agreed to an annual cost recalculation via an escalator rather than an annual recalculation of the cost model. Aside from the annual cost recalculation via an escalator that is described in this section, and any potential new or mid-year increases as described below, or any costs associated with any Menu Item or service level changes contemplated in Exhibit A, Sections II.B. or II.C., there shall not be any other increases to the base contract cost during the term of the Agreement, including any extensions pursuant to Section 4. B. of the Agreement. The escalation factor includes (1) any "Salary Increases" for the Deputy Sheriff job class, defined as "across the board base salary increases" or "wage increases" as used in section 5 of the Memorandum of Understanding ("MOU") for the Santa Barbara County Deputy Sheriff's Association ("DSA") (March 16, 2022 through June 21, 2026), attached as Exhibit B-1 and, including but not limited to, salary adjustments or unit cash allowance for the Deputy Sheriff job class in lieu of a Salary Increase delineated in a new DSA MOU agreement, DSA side letter agreement, or otherwise (collectively "DSA agreement") plus (2) an annual 2.78% cost escalator. For instance, if the base contract cost is $100 and the DSA MOU Salary Increase is 2%, the calculation for the base contract cost of the following fiscal year is as follows:

Exemplar Annual Recalculation Calculation:
2% (MOU Salary Increase) + 2.78% (Annual Escalator) = 4.78% (Total Annual Escalator)

$100 (Base Contract Cost) x 4.78 % (Total Annual Escalator) = $ 104.78 (New Base Contract Cost)

The escalation factor is an amount that is expected to keep pace with inflation for all cost areas. Because the cost of staff is the largest impact, the escalation factor has a base increase for salaries. The additional factor of 2.78% is forecast to cover all other increases – individualized merit increases, health, pension, insurances, services and supplies, etc. – over the term of the Agreement.

A. New or Mid-Year DSA Increase. If there is a new or mid-year DSA agreement that includes a Salary Increase that impacts base salary costs for the Deputy Sheriff job class, such Salary Increase will be immediately incorporated into CITY's costs in accordance with the terms and timelines of such DSA agreement. This will result in a mid-year base contract cost adjustment, which will serve as the new cost for CITY for the current fiscal year as well as the base contract cost for the following fiscal year. This new or mid-year base contract cost adjustment will be calculated by multiplying the new or mid-year MOU salary increase by the base contract cost for the current fiscal year.

In the above example (with a base contract cost of $100 and annual DSA MOU Salary Increase of 2% + 2.78 escalator), if there is an MOU Salary Increase in December of an additional 1%, the mid-year base contract cost adjustment will be calculated as follows:

Exemplar Mid-Year Base Cost Adjustment: Base Cost x MOU Salary Increase
$104.78 (Current Year Base Cost) x 1% (December MOU Salary Increase) = $105.83 (New Base Contract Cost)

As an alternate example, if there is a DSA agreement that impacts costs during FY 23/24 before the annual recalculation is performed, if the FY 23/24 base cost is $100 and there is an MOU salary increase in December 2023 of 1%, the mid-year base cost adjustment will be calculated as follows:

Exemplar FY 23/24 Mid-Year Base Cost Adjustment: Base Cost x MOU Salary Increase
$100 (Current Year Base Cost) x 1% (December MOU Salary Increase) = $101(New Base Contract Cost)

III. Payment

A. Payment for General Law Enforcement Services and Menu Items. The total amount charged for General Law Enforcement Services, as defined in Exhibit A, Section II, and Menu Items, as defined in Exhibit A, Section III. C. 2 will be memorialized in Exhibit E. Such costs for the applicable fiscal year will be divided by twelve (12) months and invoiced monthly to CITY for full payment on or before

the 25th of the applicable month in which services are rendered. For example, law enforcement services provided in the month of July are due July 25th. The purpose of this specific due date is to match earned obligations with earned receipts in the same accounting period, which benefits both parties administratively. CITY'S payment shall be made by check or electronic transfer. A check shall be made payable to the order of, "Santa Barbara County Sheriff's Office" and mailed to COUNTY address specified in the Agreement at Section 1, ("Designated Representative") unless otherwise directed in writing by COUNTY. CITY shall notify the COUNTY Contract Service Bureau in writing at the time that payment is made (unless the payment is hand delivered, in which case no written notice shall be required). If such payment is not received by the COUNTY office within fifteen (15) days of the respective due date, COUNTY shall notify CITY in writing. If such payment is not delivered to the COUNTY office within thirty (30) days of the respective due date, COUNTY is entitled to recover interest thereon. Said interest shall be assessed using COUNTY'S pooled interest rate in effect at the time; it shall commence thirty (30) days after the date of the invoice and continue until such time as the payment is delivered to COUNTY office described on said invoice.

1. Future Annexation. In the event that CITY intends to annex any new area(s) near the incorporated CITY limits, CITY will provide COUNTY written notice within forty-five (45) days of CITY's initiation of the annexation process. Thereafter, the parties will meet and confer and determine the impacts of any future annexation, including COUNTY's provision of law enforcement services to the annexed area(s) and any compensation due to COUNTY by CITY to serve the newly-annexed area(s).

B. Payment for One-Time or Periodic Law Enforcement Services.

1. Estimates. CITY may request an estimated cost from COUNTY in advance of a planned event. CITY understands and accepts that such an estimate in no way represents any minimum or maximum charge to CITY.

2. Cost Tracking & Invoicing. The actual costs related to providing additional or special law enforcement services, including overhead, will be tracked through COUNTY'S financial system and reviewed prior to preparing a summary invoice. COUNTY will send an invoice to CITY within ninety (90) days of the conclusion of the work performed. A detailed listing of these charges will be kept on file at COUNTY's Sheriff Office and made available to CITY upon written request. These records will be maintained for a period of one year after the date of the original invoice.

3. Payment Process. CITY payment for One-Time or Periodic Law Enforcement Services is due to COUNTY within thirty (30) days of the

date of the invoice. Payment will be made payable to: "Santa Barbara County Sheriff" and mailed to: Santa Barbara County Sheriff Dept., Attention: Business Office, P.O. Box 6427, Santa Barbara, CA 93160-6427. CITY shall notify the COUNTY Contract Service Bureau in writing at the time that payment is made (unless the payment is hand delivered, in which case no written notice shall be required). If such payment is not received by the COUNTY office within fifteen (15) days after the date of the invoice, COUNTY shall notify CITY in writing. If such payment is not delivered to the COUNTY office within thirty (30) days after the date of the invoice, COUNTY is entitled to recover interest thereon. Said interest shall be assessed using COUNTY'S pooled interest rate in effect at the time; it shall commence thirty (30) days after the date of the invoice and continue until such time as the payment is delivered to the COUNTY office described on said invoice.

IV. Miscellaneous

A. Booking Fees. Booking fees include the costs associated with receiving and booking arrestees into COUNTY's jails. CITY will not be responsible for the payment of booking fees to COUNTY.

B. Third Party Reimbursements. CITY may seek direct reimbursement of Supplemental Law Enforcement Services from a third party when applicable. An example of an applicable situation occurs when CITY collects a fee or deposit from a film crew, pays COUNTY for services provided, and then charges the film crew for the expense from the deposit.

C. Capital Improvements. COUNTY makes no guarantees regarding whether COUNTY will make law enforcement-related capital improvements within CITY. COUNTY will discuss with CITY if COUNTY intends to forego a reasonably expected capital improvement that relates to the provision of law enforcement services within CITY, and COUNTY will obtain CITY's prior approval before making a capital improvement that will result in a cost increase to CITY.

D. Seizure Funds. Federal and /or State seizure or forfeiture funds distributed back to COUNTY stemming from cases arising within the incorporated areas of CITY and originating by any personnel assigned to a contracted CITY post position or CITY narcotics detective Menu Item, shall be shared with CITY in accordance with applicable State and/or Federal laws. If the distribution of such funds is not specifically governed by State and/or Federal laws, the funds shall be distributed 80% to CITY and 20% to COUNTY. The above notwithstanding, CITY is not entitled to any assets seized as a result of investigations initiated by the Sheriff's Special Investigation Bureau, law enforcement services rendered outside the terms of this Agreement, or seizure funds related to cannabis compliance services.

CITY is responsible for executing any and all agreements, guidelines and/or reports required under applicable State and/or Federal laws for the request for and distribution of seized assets, however, COUNTY law enforcement personnel will cooperate with and assist CITY in preparing all required documentation.

E. Other Law Enforcement Agencies. COUNTY makes no guarantees regarding the ability to negotiate services from other law enforcement agencies on behalf of CITY. For clarity, COUNTY shall not negotiate services with other law enforcement agencies on behalf of CITY except in mutual aid situations or if requested by CITY.

F. Marked Vehicles. The Sheriff's Office may authorize defined areas of patrol vehicles to display CITY insignia indicating they are CITY police vehicles. If CITY elects to display approved CITY insignia, the cost of such insignia will be at CITY's expense.

G. Facilities. COUNTY makes no guarantees regarding the negotiation of gratis "Store Front" facilities within CITY for law enforcement use. Similarly, CITY makes no guarantees regarding its provision of facilities (leased or otherwise) to COUNTY. Any provision of facilities from CITY to COUNTY shall be the subject of separate agreement (e.g., a lease).

Exhibit B-1: Santa Barbara County Deputy Sheriff's Association Memorandum of Understanding (March 16, 2022 through June 21, 2026)

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MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SANTA BARBARA AND
SANTA BARBARA COUNTY DEPUTY SHERIFFS' ASSOCIATION

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MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF SANTA BARBARA AND
SANTA BARBARA COUNTY DEPUTY SHERIFFS' ASSOCIATION

SECTION 1. Purpose

This Memorandum of Understanding is hereby entered into between the County of Santa Barbara, (hereinafter referred to as the "County"), and the Santa Barbara County Deputy Sheriffs' Association, (hereinafter referred to as the "Association"). It is the general purpose of this Memorandum of Understanding to promote the mutual interest of the County and its employees and to establish rates of pay, and certain other terms and conditions of employment.

SECTION 2. Recognition

The County hereby recognizes the Association as the majority bargaining representative for the employees in these classifications in the following representation units:

A. Law Enforcement Non-Supervisory
- Emergency Communications Center Call Taker
- Communications Dispatcher I
- Communications Dispatcher II
- District Attorney Investigator I
- District Attorney Investigator II
- District Attorney Investigator III
- Custody Deputy
- Sheriff's Deputy, Trainee
- Sheriff's Deputy
- Air Support Pilot

B. Law Enforcement Supervisory
- Communications Dispatch Supervisor
- District Attorney Investigator, Supervising
- Custody Sergeant
- Sheriff's Sergeant

The term "Employee" or "Employees" as used herein shall refer to individuals employed by the County in regular positions (excluding temporary, extra-help employees) as well as such employees in classifications that are added to the above representation units hereafter through the provisions of the County Employer-Employee Relations Resolution or applicable State law.

SECTION 3. Association Security

A. The County shall deduct membership dues and insurance premiums from employees in the above-mentioned representation units when such deductions have been authorized in writing by the individual employee on a form acceptable to the Auditor-Controller and shall transmit such deductions to the Association. The County shall provide the Association all information that is required by California Government Code §3557.

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B. Each pay period the County shall provide the Association with a membership dues checkoff list and list of insurance premiums deducted. Said lists shall be without cost to the Association.

C. An employee who is a member of the Association's bargaining team and who attends the regular scheduled bargaining sessions between the County and the Association shall receive release time or flex time conditioned on the following:

1. Release Time: Means the release from regularly scheduled duty to attend with pay a bargaining session between the County and the Association's bargaining team during on-duty time. Release time is time worked.

2. Flex Time: Means the release from duty before the end of a shift, or permission to report late to start a shift. Any such scheduled flex time shall be for a specific number of hours which have been approved by the watch commander, or station supervisor, and specifically marked on time cards as negotiation flex time. Leave balances or a schedule adjustment may be used for this purpose.

3. Hours Eligible for Release Time or Flex Time: Means only those hours scheduled and actually spent in bargaining sessions between the County and the Association on days the Association member is scheduled to work. Hours spent in negotiations in excess of the number the employee was scheduled to work that day, or hours spent in negotiations on a non-duty day, shall not be counted for pay purposes or as hours worked.

4. DSA bargaining team members shall notify their supervisors of the scheduled time, date and place of the bargaining session between the County and the DSA at least 72 hours in advance, or as soon as a session is scheduled if less than 72 hours.

Scheduled on-duty personnel will be expected to report for duty prior to a scheduled negotiation session unless the start of the shift is the same as the scheduled start of the negotiation session, or later. On-duty personnel shall report for duty after the end of a bargaining session unless the bargaining session exceeds the scheduled duty day. The bargaining session shall be deemed ended when either the County or DSA indicates the meeting is over.

A team member or alternate who is scheduled to work graveyard shall be given the opportunity to leave the shift early before the scheduled meeting or check in late for the shift following the bargaining session provided the flex hours are scheduled in advance. If flex time is denied, alternate scheduling may be granted with the approval of the Division Commander.

D. The County shall provide an aggregate of up to ten days off without pay for Association officers to attend seminars or conduct Association business. Such leave without pay must be scheduled and approved in advance by the department head or his/her designated representative. The department retains the right to deny a leave or cancel a leave when such leave will result in an uncovered work

assignment or cause overtime. The parties agree to continue to meet and confer regarding changes to provide leave without loss of pay for Association officers to attend seminars and classes and to conduct union business.

E. The DSA shall be provided use of 1000 hours of paid association release time per payroll year to attend labor-related educational events and to conduct Association business, provided however, the DSA shall reimburse the County for 50% of the cost of each hour taken as provided below.

The purpose of these release time provisions is to enable DSA designated employees to engage in qualifying activities during normal working hours without loss of compensation. Employees will be paid under provisions of this MOU section only for time they were regularly scheduled to work but instead used to engage in qualifying activities. In no event will employees be paid under provisions of this MOU section for any time they were not regularly scheduled to work. Hours paid under this MOU section will not be considered hours worked for purposes of determining an employee's eligibility for overtime in accordance with MOU Section 15.

Hours left unused in any given payroll year will not carry forward from one year to the next and will have no cash value at the start of a new payroll year. The County shall provide the DSA with a full accounting of hours used along with an invoice for its share of costs on a quarterly basis. Payment to the County shall be made within 45 days of receipt of an invoice.

Employees granted release time under this MOU section will be given time off without loss of compensation or other benefits that would normally have been paid to the employees released had they worked their regularly scheduled shift(s), and the DSA shall fully reimburse the County for its share the costs of their compensation, including wages and employer contributions to SBCERS for Retirement, Retirement COLA, and Retiree Medical benefits, and including payments to the Federal Government for Medicare taxes, and (if applicable) for Social Security taxes. The County portion of fixed costs not directly associated with rates of pay or hours worked during a pay period (e.g. uniform allowance, health insurance premiums, education allowance) will continue be 100% paid by the County, subject to provisions for part-time employees.

In cases where overtime is needed for backfill at a cost of time plus one-half (i.e. 1.5 times the regular rate of pay for each hour worked), the County and the DSA shall share equally the half-time portion of the overtime rate (i.e., the County will pay 100% of the straight time portion and the DSA and County will split the ½ time portion).
DSA designated representatives may use a nominal amount of time to help address a member's issues or answer questions and not use release time for that purpose; however, time totaling one (1) hour or more shall be submitted for approval and applied to the 1000 hour annual maximum under the terms of this section.

For purposes of this section, "qualifying activities" shall mean: training conferences, conventions, seminars/webinars, workshops, or other events that are related to employer-employee relations and involve matters pertaining to the

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bargaining units covered by this Memorandum of Understanding, including reasonable and necessary travel time, if travel time occurs during regularly scheduled duty hours.

Other "qualifying activities" for use of this release time will include related matters that do not have separate provisions for release time, examples of which are enumerated below:

a. Representation of members at interviews required for Professional Standards Investigations,
b. Attendance at Board of Supervisors' meetings,
c. Scheduled meetings on duty time with the Sheriff or members of the Executive or Command staff,
d. Meetings of the DSA Board or DSA General Membership, or affiliated organizations (such as PORAC), if the meetings occur during a member's regular duty time,
e. Response to emergent incidents, such as officer involved shootings or in-custody deaths, where a member requests DSA representation.

The following are not qualifying activities authorized for paid release time:

f. Time off for negotiations and grievance processing, which have separate provisions for paid time off under law or other MOU sections,
g. Individual meetings between a designated DSA representative and a DSA member while the designated DSA representative is off duty,
h. Any political activity per County of Santa Barbara Civil Service Rule 1801.

A DSA member wishing to use "Release Time" hours shall first obtain approval from the DSA President. Once the DSA President approves, the member must submit a written request form designed and approved by the County and the DSA. The signed form shall be presented to his/her immediate supervisor.

Requests for release time shall be made at least 14 days in advance of known events such as conferences, and shall otherwise follow the timeline for vacation requests in the unit where the requestor works, except for in-custody deaths, officer involved shootings, and other emergent circumstances.

Requests may be denied if the requesting employee's absence would have a negative impact on the operational needs of the agency that cannot otherwise be accommodated. The mere requirement to expend overtime or to hire an employee on backfill shall not be considered a reasonable basis to deny such leave request.

No more than two employees from any one Division, nor more than one employee from the same shift and rank within the same unit or squad, nor more than one employee from the District Attorney's Office, shall simultaneously use release

time hours, unless the DSA member requesting the leave over the limits above secures a replacement (through overtime or shift trade).

DSA members who are on release time are presumed to be conducting Association business and are in an off-duty status, during which the County is not responsible for their actions, and during which any injuries sustained will not be covered by Workers' Compensation. County equipment or vehicles shall not be used by DSA members during any hours they are on release time.

SECTION 4. County Rights

A. The County retains, among other management rights, the exclusive right to determine the methods, means, and personnel by which County government operations are to be conducted, as well as to exercise complete control and discretion over its organization, operations, and technology of performing its work; to determine the mission, function, and necessity of all or part of each of its constituent departments, boards, and commissions and take all necessary actions to carry out their mission, functions and necessity, or any part thereof, as well as set standards of service to the public.

B. It also retains the sole right to administer the Civil Service system, to classify or reclassify positions, add or delete positions or classes to or from the Salary Resolution; to establish standards for employment, promotion, and transfer of employees; to direct its employees, establish rules and regulations, take disciplinary action for proper cause, to establish work schedules and work assignments, and to relieve its employees from duty for lack of work or other legitimate reasons. The County retains the right to be the sole judge, subject to its Civil Service Rules and Procedures, of the qualification and competence of its officers and employees.

C. The County reserves the right to take whatever action may be necessary in an emergency situation; however, the Association shall be notified promptly of any such emergency action which affects matters within the scope of representation.

D. In the event any new practice, subject or matter arises during the term of this agreement and an action is proposed by the County, the Association shall be afforded all possible advance notice and shall have the right to meet and confer upon request. In the absence of agreement on such proposed action, the County reserves the right to take necessary action by management direction and the Association reserves the right to then take whatever lawful action deemed necessary.

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SECTION 5. Salaries

A. Effective June 27, 2022, the County shall provide an across the board base salary increase of 3.0% for all classifications represented by the Association. At this time, pursuant to Section 22 of this MOU, the County shall also increase each step in the hourly salary ranges for the following classification series by $0.125: Call Takers and Communications Dispatchers.

B. Effective Pay Period 2023-15 (estimated date 6/26/2023), the County shall provide a 2.5% across the board base salary increase for all classifications represented by the Association.

C. Effective Pay Period 2024-15 (estimated date 6/24/2024), the County shall provide a 2.5% across the board base salary increase for all classifications represented by the Association.

In addition, in Pay Period 2024-15, the following wage increases will become effective for the following job classification series:

- Call Takers and Communications Dispatchers: 5% for a total of 7.5%
- Custody and Sheriff's Deputies/Sergeants: 2% for a total of 4.5%
- District Attorney Investigators and Sheriff's Pilots: 2% for a total of 4.5%

D. Effective Pay Period 2025-15 (estimated date 6/23/2025), the County shall provide a 2.5% across the board base salary increase for all classifications represented by the Association.

SECTION 6. Medical and Dental Coverage

A. For new employees, medical and dental coverage benefits under this Section shall be effective at the beginning of the month that immediately follows the employee's first pay period of employment in a regular position. Part-time employees must be employed a minimum of fifty percent (50%) of full-time in order to be eligible for insurance benefits.

B. The County shall pay 100% (pro-rated for part-time employees) of the least expensive EPO employee-only premiums, not to exceed the actual cost of the plan selected. The County shall contribute up to $13.35 twice monthly toward the cost of the biweekly premium for employee-only dental plan coverage. These contributions are based on full-time employment; part-time employees shall receive a prorated contribution based on their percentage of full-time employment. Insurance plan premiums that exceed the County's biweekly contribution shall be paid by the employee through payroll deductions.

Employees may select coverage from the following options:

Medical *

- PPO Medical Plan
- HMO Medical Plan(s)
- EPO Medical Plan(s)

* All medical plans include employee assistance program and Care Counsel coverage.

Dental

- County Self-funded DPO Dental Plan
- DMO Dental Plan

C Annually during the term of this agreement, the County shall allocate additional funds in the amount of $2,259,365 to offset the cost of employee and/or dependent health insurance. This additional annual employer contribution will increase by $450,000 in January 2025 for a total of to $2,709,365 for the 2025 plan year and again by $450,000 in January 2026 for a total of $3,159, 365 for the 2026 plan year and each plan year thereafter.

The parties will jointly determine how the funds will be allocated each year (to employee-only contribution, contribution toward dependent coverage, benefit allowance, and/or other form of payment).

D. Employees may insure their eligible dependents (including registered domestic partners as defined below) under the medical and dental plans listed above in accordance with the rules and regulations applicable to obtaining said dependent coverage.

E. The County's Group Health Committee will include two employee representatives. Such representatives shall be selected from the County's recognized employee organizations. Employee representatives shall serve a two year term although this does not preclude representatives from serving consecutive terms. Employee representatives shall receive reasonable release time to attend committee meetings.

Except as indicated above, the administration of the committee shall be governed by the preexisting Board resolution(s) and the committee members themselves. The Human Resources Director shall act as the coordinator for committee.

F. If two regular County employees are either (a) married to each other or (b) registered as domestic partners as specified below, and are both eligible for a contribution from the County toward employee-only medical and dental coverage, they may consolidate the County contributions toward the premium cost for "employee plus dependents" coverage held by one of the employees. In this situation, one employee (referred to below as the "spouse or partner") becomes a dependent on the other employee's (referred to below as the "primary employee") medical and dental coverage.

In order to be eligible under this provision, all of the following conditions must be met:

- Both employees are covered by the same medical and dental plan;
- The spouse or partner is insured as a dependent on the primary employee's medical and dental plan insurance;

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- The spouse or partner has waived employee-only coverage;
- Both employees have authorized the consolidation of contributions on a form prescribed by the Human Resources Director.
- In the case of domestic partnerships, the employees must be so registered with a domestic partner registry maintained by a California city, county, the State of California, or a public jurisdiction in another state provided the affected employee(s) sign the County's Declaration of Domestic Partnership form. Employees registering as domestic partners shall be responsible for all tax consequences of this benefit.

The amount of the consolidated contributions shall be that amount which would otherwise be contributed by the County toward the employee's and the spouse's or partner's employee-only premiums for the respective medical and dental plans less the cost for participation by the spouse or partner in the Employee Assistance Program and the County's healthcare advocacy program. The appropriate contributions shall be made by the respective departments employing each employee.

SECTION 7. Health Insurance Benefits During Medical Leave of Absence

Employees who are placed on a leave of absence resulting from a medical condition including injury, illness, pregnancy or childbirth shall receive the County contribution toward health plan coverage for a leave period up to eighteen (18) months. Premium amounts exceeding the County contribution and for dependents shall be the responsibility of the employee during the leave period. If an employee has paid leave accruals in excess of eighteen (18) months at the start of the leave, the County will continue to make its contribution toward health coverage while paid leave is being used and until such time as the paid leave is exhausted.

SECTION 8. Flexible Spending Account Plan

A. All full- and part-time employees in Association represented classifications shall be eligible to participate in the County sponsored Flexible Spending Account Plan.

The Flexible Spending Account Plan will include the following salary reduction options:

1. Pre-Tax Health Insurance Premium Option - for employees and their dependents;
2. Pre-Tax Health Care Spending Account Option;
3. Pre-Tax Dependent Care Spending Account Option;
4. Pre-Tax Life Insurance Premium Option;
5. Pre-Tax Personal Accident Insurance Program.

These options are described in detail in the Flexible Spending Plan Legal Document which is available to all employee organizations. All salary reduction amounts are included in base salaries for the purpose of computing retirement earnings and are subject to appropriate Internal Revenue Service regulations.

The County shall meet and confer with the Association prior to revising the benefit options.

B. Benefits selected under this plan cannot be changed during the plan year except for a change in family status consistent with the benefit change. Enrollment in the plan shall be offered on an annual basis at the beginning of the plan year. New employees may enroll within the first thirty (30) days of employment. Continued operation of the program shall be subject to County administrative procedures.

SECTION 9. STD/LTD Benefits

A. Effective June 27, 2022 (Pay Period 2022-15), the County shall pay to the Association biweekly a sum equal to $11.54 times the number of represented members. The Association agrees to use these funds to purchase Short Term Disability and Long Term Disability Insurance (STD/LTD Insurance) for each represented member. In the event that the sum paid to the union exceeds the cost of this insurance, the Association agrees to notify the County and the parties will meet to discuss.

SECTION 10. Sick Leave

A. Each regular full-time or regular part-time employee shall accrue sick leave at the rate of .0463 hours for each hour in a regular pay status excluding overtime, call-back and stand-by duty.

B. Unused sick leave shall be cumulative from year to year, with no accrual limit.

C. Sick leave usage may not exceed the employee's accrued sick leave balance reported at the end of the pay period immediately preceding the pay period in which the leave is taken.

D. A department head may require evidence in the form of a physician's certificate, or otherwise, of the adequacy of the reason for any employee's absence during the time for which sick leave was requested. Under no circumstances is sick leave to be used in lieu of, in addition to, or as vacation. The Auditor may require a physician's certificate from the department in order to determine correctness of payroll records.

E. When a member of his/her immediate family is seriously ill or injured and requires his/her presence and attendance, an employee may be allowed by the appointing authority to use up to six days (48 hours) of his/her accumulated sick leave to attend such family member; provided, that not more than six days per year may be allowed for the illness of injury of any one member of the employee's immediate family. However, subject to department head approval, an employee may exceed the six day limit to care for an immediate family member who has a catastrophic or life threatening illness or injury as verified by a physician's statement.

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F. Up to a maximum of five days (40 hours) of his/her accumulated sick leave may be allowed by the appointing authority to an employee for absence from duty because of any and each death in his/her immediate family.

G. For the purposes of Paragraphs E and F above, "immediate family" is defined as husband, wife, domestic partner, parent, step parent, brother, sister, child, step child, grandparent, grandchild, and mother-in-law or father-in-law of the employee.

H. An employee may, when necessary and at the discretion of the department head, be granted up to two hours leave with pay to make voluntary nonremunerated blood donations to non-profit blood banks in the county. Time off in excess of two hours and up to an additional two hours may be used for this purpose, but such additional time off shall be charged to accumulated sick leave. Leave for the purpose of donating blood shall not exceed five times in any one calendar year.

I. Each regular full-time or regular part-time employee with Accumulated Unused Sick Leave balances in excess of 240 hours as of September 17, 1978, will be eligible for sick leave pay off. Upon termination of employment from county services, 50% of the value of the Eligible Accumulated Unused Sick Leave hours will be paid at the employee's hourly rate in effect as of September 17, 1978. Eligible Accumulated Sick Leave hours are defined as the Accumulated Sick Leave Hours between 240 hours and 960 hours reported as of September 17, 1978, or if less, then hours reported at the time of termination.

J. Any payment made under Paragraph I above will be made only once to an employee in his/her work history with the County upon termination of employment. If an employee is subsequently rehired in the service of the County, incentive payment for Unused Sick Leave will not be applicable, and previous balances paid off upon termination will not be restored.

K. Except upon Layoff in accordance with Civil Service Rule XI, termination of County employment shall abrogate all sick leave accrued to the time of such termination, except that unused sick leave balances shall be reinstated for employees rehired into the County service within one year of separation. Except as provided in Paragraph I, no payment shall be made to any employee for unused sick leave accumulated to his/her credit at the time of termination from county service.

SECTION 11. Vacation

A. For each hour in a regular pay status, excluding overtime, call-back, and stand-by, each regular full-time or regular part-time employee in job classifications represented by the Association shall accrue vacation based on continuous County service as provided in the charts below.

Continuous County Service	Hourly/Annual Accrual	Recommended Minimum Usage	Maximum Allowable Accrual
0-2 yrs.(0-24 mo.)	.0463hrs./96hrs.	40 hrs.	288 hrs.
3-4yrs.(25-48 mo.)	.0539hrs./112hrs.	48 hrs.	288 hrs.
5-10 yrs.(49-120 mo.)	.0654hrs./136hrs.	56 hrs.	360 hrs.
11-14 yrs.(121-168 mo.)	.0770hrs./160hrs.	64 hrs.	390 hrs.
15+ yrs.(169+ mo.)	.0885hrs./184hrs.	88 hrs.	420 hrs.

B. Annual vacation accrual may accumulate up to the Maximum Allowable Accrual provided for in the chart in A above.

C. Notwithstanding the provisions of Paragraph B above, an employee absent due to a work-related injury, receiving Workers Compensation Temporary Disability and unable to take vacation may accrue vacation above the Maximum Allowable Accrual. Following his/her return to work, the employee shall make every reasonable effort to promptly take vacation in excess of the Maximum Allowable Accrual.

D. No payment in lieu of vacation shall be made to any employee except upon termination of employment. Then such employee shall be paid for his/her accumulated vacation based upon his/her accrual as of the date of termination.

E. An employee is not entitled to vacation credits or accrual unless or until they have been a regular employee for six (6) continuous months. Consequently, a person failing to complete such service receives no payment for vacation credits upon termination.

F. Vacation shall not include any regular holidays taken during a vacation period.

G. Employees may be required to take vacation. Absent unusual circumstances, the County will provide 96 hours' notice to an employee being required to take vacation.

H Vacation usage may not exceed the accrued vacation balance reported at the end of the prior pay period.

I. At the time of appointment in units represented by the Association, employees appointed from outside Santa Barbara County government service from either a city, county, state agency, federal agency or special district, shall receive credit for their prior years' of public agency service as a regular (i.e. not temporary hourly or extra help) employee toward their annual vacation accrual rate if that regular public agency service ended within six months of the date of County employment.

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J. In addition to any credit provided for in Paragraph I, above, permanent employees who separate from County service and then return may recoup their part service credit for purposes of vacation accrual under the following conditions:

a. Employees may be absent from County service no more than three consecutive years; and
b. Employees must have left county service in good standing and their last two performance evaluation ratings prior to leaving County service must have been satisfactory or above.

SECTION 12. Holidays

A. Except as provided below, holidays regularly observed by the County for employees represented by the Association are:

New Year's Day, January 1
Martin Luther King Jr.'s Birthday, 3rd Monday in January
Lincoln's Birthday, February 12
Washington's Birthday, 3rd Monday in February
Memorial Day, last Monday in May
Juneteenth, June 19
Independence Day, July 4
Labor Day, 1st Monday in September
Columbus Day, 2nd Monday in October
Veteran's Day, November 11
Thanksgiving Day, 4th Thursday in November
Thanksgiving Day Friday, the day after Thanksgiving
Christmas Day, December 25

B. Holiday leave shall be subject to the approval and/or taken at the direction of the appointing authority or designee.

C. Each County holiday which falls on Saturday shall be observed on the preceding Friday; and, in this event, the Saturday shall not be considered as a holiday for purposes of compensation and/or time off. Each County holiday which falls on Sunday shall be observed on the following Monday; and, in this event, the Sunday shall not be considered as a holiday for purposes of compensation and/or time off.

D. Regular employees leaving county service shall be paid all compensatory holiday time which has accrued but has not been otherwise compensated.

E. In the following sections, reference to eight (8) hours shall apply to regular full-time employees and in the case of regular part-time employees the eight (8) hours shall be a prorated equivalent.

F. When a holiday falls on an employee's regularly scheduled work day, the employee shall be paid eight (8) hours cash payment for the holiday. When a holiday falls on an employee's regularly scheduled day off, the employee shall accrue eight (8) hours of compensatory holiday time.

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G. When an employee who is eligible for overtime is required to work on a holiday, the employee shall, in addition to eight (8) hours regular cash payment for the holiday, accrue compensatory holiday time at straight time and cash payment at one half time for all hours worked up to eight (8) hours.

H. Employees who accrue holiday time are encouraged to take the time during the payroll year in which the holiday is accrued. Employees may carry over up to 24 hours of accrued holiday into the following payroll year, and any unused hours carried over from the prior pay roll year will expire at the end of pay period 3 each pay roll year.

I. In order to receive holiday compensation, an employee must be in paid status on the scheduled work day immediately prior to and/or after the holiday. Notwithstanding the above, neither the first day of employment nor the last day of employment may be a holiday.

J. Notwithstanding Paragraphs E through G above, employees in shift assignments and in Emergency Communications Center Call Taker and Communication Dispatcher classifications, shall, in each pay period during which a holiday occurs, receive additional compensation at the rate of one-tenth of the employee's basic bi-weekly salary for each holiday included in that pay period, irrespective of whether or not the employee actually works on any such holiday, unless the employee is excused from working a regularly scheduled shift on such holiday. Time off on a holiday must be in a whole day increment and shall be full compensation for that holiday.

SECTION 13. Leave Donation

Employees shall be eligible to participate as donors and recipients in the leave donation program, which provides a mechanism for assisting employees who have exhausted paid leave due to a serious or catastrophic illness or injury. This program allows a regular County employee to donate the monetary value of accrued vacation, holiday or overtime hours to a specific, eligible employee who has exhausted his/her own available leave balances. Serious or catastrophic illness or injury is defined as the employee's own adverse medical condition which requires the employee to be absent from work for more than twenty (20) consecutive work days, or a similarly debilitating illness or injury of the employee's immediate family member (as defined in Section 10, Paragraph G) requiring the employee's attendance.

A. To receive leave donations, an employee:

- must have been employed in a regular position for a minimum of six months;
- must be absent from work due to his/her own catastrophic illness or injury for more than twenty consecutive work days (as verified by a physician's statement); or be absent from work in order to attend his/her immediate family member who has a catastrophic illness or injury (as verified by a physician's statement); and

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- must have exhausted all earned leave balances (including sick leave [if related to the employee's own illness], vacation, overtime and holiday credits); except however, the appointing authority may approve the solicitation/acceptance of leave donations prior to all balances being exhausted, when the physician's statement and leave balances indicate the probable exhaustion of balances within two pay periods.

B. Donated leave shall be changed to its cash value at the donor's base rate of pay and then credited to the recipient in equivalent hours of vacation at the recipient's base rate of pay.

C. Donations:
- are voluntary;
- are made from accrued vacation, holiday or overtime balances; donation of sick leave is not permitted;
- must be for a minimum of eight (8) hours, in whole hour increments;
- are irrevocable, and if any donated hours remain at the end of the recipient's catastrophic leave, they shall remain available for the sole use of the recipient; and
- are taxable on the part of the recipient, in accordance with IRS regulations, and are subject to withholding as required by law.

D. An employee may not donate more than eighty (80) hours to any other individual employee.

E. The total donations received into his/her vacation balance by an employee shall normally not exceed 1040 hours; however, donations in excess of 1040 hours may be considered and approved by the recipient's appointing authority.

F. Upon approval of a request for donations, the appointing authority (or his/her designee) shall, at the employee's request, post a notice of the eligible employee's need for donations on departmental bulletin boards accessible to employees; confidential medical information shall not be included in the notice. If the eligible employee is in his/her original probationary period, the notice will include a statement of that fact.

G. Donations shall be administered according to procedures established by the Auditor-Controller, and requested on a form prescribed by the Auditor-Controller. Signed approvals of the receiving and donating employees must be properly provided before a donation is processed.

Donors and hours donated shall be maintained as confidential payroll information.

H. Nothing in this section shall be construed to modify the employment relationship between the County and the receiving employee, or to restrict the County's management rights. Neither shall this section modify existing County rules, policies or agreements regarding unpaid leave of absence or family leave.

SECTION 14. Shift Differential Pay

Employees in Communications Dispatcher and Emergency Communications Center Call Taker classifications shall be eligible for shift differential pay as follows:

A. An employee shall receive additional compensation at the rate of seventy five cents (75¢) per hour for all hours worked on a shift when the majority of hours worked on the shift are between 5:30 p.m. and 7:30 a.m.

B. In lieu of compensation set forth in paragraph A above, employees shall receive additional compensation at the rate of one dollar and fifty cents ($1.50) per hour for all hours worked on a shift when the majority of hours worked on the shift are between 12:00 midnight and 7:00 a.m. Effective June 27, 2022 (Pay Period 2022-15) compensation under Section 14 B shall increase from one dollar and fifty cents ($1.50) to three dollars ($3.00) per hour.

SECTION 15. Overtime

A. The County shall determine those classifications eligible for overtime compensation. Regular full-time employees in those classifications when properly authorized in advance by the Department Head or his/her designated representative shall receive overtime compensation in accordance with the following provisions.

B. Except as provided below, overtime for eligible employees shall be defined as follows:

1. For law enforcement employees who are assigned to a compressed work schedule (e.g., 9/80, 10- or 12-plan), work in excess of eighty (80) hours in a fourteen (14) day work period, exclusive of stand-by and stand-by call-back.
2. For all other employees represented by the Association, that time worked in excess of forty (40) hours in a seven day work period, exclusive of stand-by, and stand-by call-back, provided, however, such law enforcement personnel in attendance at the P.O.S.T. or F.B.I. academies shall accrue overtime for hours worked in excess of 240 hours in a 28-day cycle. Such cycle shall be established by the County.

For the purpose of computing overtime, all regular, scheduled work hours including paid leave time shall be considered time worked.

C. Overtime is compensable at the rate of time and one-half the regular rate as computed in accordance with FLSA. Hours worked shall accrue in increments of one tenth (1/10) of an hour (6 minutes), subject to a minimum of two-tenths (2/10) of an hour (12 minutes).

D. Overtime shall be placed in a compensatory overtime account or paid in the pay period in which earned. The maximum allowable balance in the compensation overtime account shall be 240 hours which represents 160 hours of actual overtime worked. Accrual of overtime in a compensatory overtime account shall be at the

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discretion of the employee for hours worked up to 120 hours and at the discretion of the Department Head for hours from 121 to 240, subject to the provision that use of accrued overtime later does not result in additional overtime costs.

E. When an employee wishes to take compensatory time off and requests time off at least ninety-six (96) hours prior to the time such hours would be taken off, the Department shall make every effort to comply with the employee's request. Approval of this request is subject to a determination by the department head of whether or not it would unduly disrupt the operations of the department. Compensatory time off shall be used before any leaves-of-absence-without-pay are granted pursuant to Rule XIV of Santa Barbara County Civil Service Rules.

F. An employee may request cash payment of all hours in the compensatory overtime account during any pay period. Cash payment shall be granted upon request for up to 120 hours; payment for any hours in the compensatory overtime account beyond 120 must be authorized by the department head or his/her designated representative. When cash payment is authorized by the department head, it shall be made based on the employee's regular hourly rate of pay in effect at the time of payment and shall be subject to the employee withholding exemptions on file with the Auditor-Controller at the time payment is made. All hours in the compensatory overtime account as of the last pay period ending prior to September 30 shall be paid off in cash based on the employee's regular hourly rate of pay in effect at the time of payment. Overtime earned in the pay period in which a cash payoff is made shall not be included in the automatic payoff of the account balance. Payments for compensatory overtime hours are taxable as lump sum payments in accordance with I.R.S. and State Franchise Tax Board regulations and are subject to withholding as required by law.

G. Computation of probationary periods, retirement benefits, sick leave, vacation time, merit increase periods, or other similarly computed periods of benefits shall be based only on regularly scheduled hours of work, and shall not include overtime hours worked.

H. When an employee is off duty, not on stand by, and called back to work, said employee shall be given credit for at least two (2) hours of work time.

I. Time spent in court appearances by employees of the Sheriff's Department, pursuant to Sections 68097.1 and 68097.2 of the Government Code, is time worked. Employees reporting to court will receive up to one hour of overtime compensation for travel time.

J. Regular full-time employees who are authorized to work as Sheriff's Deputy and/or Sheriff's Sergeant in "outside employment/voluntary duty" assignments in addition to their regular designated work period shall be compensated at one and one half times the employee's regular FLSA rate of pay. Overtime hours earned shall not be banked for compensation at any later date in either pay or time off.

Hours worked in this authorized employment shall not accrue toward "hours worked" in determining an employee's eligibility for overtime in accordance with Paragraph B above.

K. Part-time employees who work beyond their regularly scheduled work hours but less than the maximum allowable in their work period, shall be paid at straight time.

L. In no event shall a legal suit or action for overtime compensation by any employee be commenced or maintained unless a claim relating to the cause of action for payment is properly and timely presented to the Board of Supervisors by the claimant not later than one (1) year after accrual of the cause of action and unless the suit or the cause of action for payment is commenced within one (1) year from the date the claim is filed. For the purposes of this paragraph, a cause of action for compensation shall be deemed to have accrued on the pay date on which cash payment for such compensation would have been made.

M. Employees assigned as pilots (including those in the classification of Air Support Pilot) or crew chiefs in the Air Support Unit and deployed to a fire emergency incident shall be considered on duty form the time they leave for the incident until the time they return from the incident (portal to portal). All hours spent in response to such incidents will be considered as hours worked for the employees so assigned, and they shall be compensated in accordance with the other overtime provisions of this MOU. These portal to portal pay provisions shall remain in full force and effect unless and until either party serves notice on the other party to modify or eliminate them.

N. Regularly Scheduled Overtime in the Communications Dispatch Center

1. Overtime that will be reported by the County to SBCERS for Affected Classifications is "regularly scheduled" or "regularly worked" overtime, herein defined as those hours worked or deemed worked by an employee in excess of forty (40) hours during that employee's designated 168-hour fixed and regularly recurring FLSA work week that are regularly scheduled or regularly worked by employees in the same grade or class of position to meet the standard operational needs of the County.

2. Overtime hours that are "regularly scheduled" or "regularly worked" in a given deployment period (approximately 4 months) are hours:
    a. Required to be worked by employees in Affected Classifications to meet the standard operational needs of the dispatch center under its normal operating conditions, and
    b. The same number of such hours are generally required to be worked by all Affected Classifications in the dispatch center in that deployment period.

3. "Regularly scheduled" or "regularly worked" overtime" for pension purposes shall not include overtime worked when:
    a. An employee fills behind another employee who calls in sick or is on vacation or in training and unavailable to work as scheduled, or
    b. There is a staffing surge in response to temporary circumstances or an emergency, whether known in advance or unknown, or

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c. Unplanned and unscheduled overtime hours incidental to the employee's regular shift (e.g. an employee gets off work late due to work load or other reasons), or
d. Any overtime hours the employee volunteers or requests to work, except for like for like shift trades of "regularly scheduled" overtime.

4. For purposes of determining a baseline for the minimum number of hours needed to be worked by employees in the Affected Classifications to meet the standard operational needs of the dispatch center under its normal operating conditions, the Parties agree that 1920 hours per biweekly pay period (i.e., 24 FTE affected employees working 80 hours each) are required. The parties agree to meet and confer should circumstances require changes in minimum staffing levels.

At of the start of each deployment period, the Parties will determine how many funded, allocated positions for affected employees are vacant due to actual vacancy, military leave, long term illness/injury or other extended absence. Any position occupied by an employee who is anticipated to be absent for more than 30 days from the start of the deployment period shall be deemed vacant for purposes of this agreement.

Active employees in extra-help appointments in affected classes and deputies on light duty assignments, scheduled to work during the deployment period, will be included in the census of filled allocated positions. However, no more than 4 Call Takers will be included in the census of filled allocated positions since that is the maximum number of Call Taker positions needed to meet minimum staffing levels. In addition, although up to 4 Call Takers will be included in the census, none of the required regularly scheduled overtime hours (i.e. pensionable overtime) needed during a deployment period will be assigned to Call Takers unless there are fewer than 4 filled Call Taker positions. For each position short of 24, the parties will assume that the 80 hours that would be otherwise be worked by a filled position are divided evenly among the appropriate employees. For example, if there are 19 filled regular positions including 4 Call Takers, plus two extra-help employees scheduled half-time each to fill one vacant shift (i.e., 4 vacancies), then 320 hours (4 vacancies x 80 hours each) will be allocated among the 14 full-time regular Communications Dispatchers as regularly scheduled overtime, such that the 14 full-time regular employees will each work maximum of 22.9 hours of "regularly scheduled" (i.e. pensionable) overtime each biweekly pay period in that deployment period. If any Communications Dispatcher works more than 22.9 hours of overtime during a pay period that deployment period, the County shall report 22.9 hours of regularly scheduled overtime to SBCERS for that employee. The Parties agree that there may be additional mandatory but incidental or ad hoc overtime worked by Affected Classifications during the deployment period that will not be reported as compensation earnable or pensionable compensation. If the employee actually works or is deemed to have worked less than 22.9 hours of overtime in a pay period, the lesser amount shall be reported to SBCERS for that employee.

5. Vacancies that are either created or filled after the beginning of a deployment period will not be taken into consideration in determining the number of hours deemed "regularly scheduled" and thus reported to SBCERS for each affected employee. Using the example in #4 above, if there are four vacancies at the beginning of a deployment and two additional employees vacate their positions, the additional hours of overtime needed to cover those two additional vacancies will not be considered for SBCERS reporting until the following deployment period (assuming those vacancies have not been filled). Likewise, if the Department fills 2 vacancies after the beginning of a deployment period, those two newly filled positions will not cause the hours of regularly scheduled overtime that is "regularly scheduled" to be reduced for SBCERS reporting. In each scenario the total hours of overtime to be reported to SBCERS for each employee is up to 22.9 hours. Only overtime hours actually worked or deemed worked will be reported as compensation earnable.

6. The Association and the County shall work collectively to avoid the implementation of mandatory or required overtime by attempting to hire a sufficient number of employees in the Affected Classifications to meet the County's standard operational needs. To the extent "mandatory overtime" is needed, providing employees the advance opportunity to sign up for such mandated overtime on a day that is adjacent to the employee's "Monday" or "Friday" of their regular work shift(s) prior to the start of each deployment is preferable to last-minute notification of mandatory overtime.

SECTION 16. Stand-by Duty

Stand-by procedures may be established by the Department Head in accordance with the provisions of the salary resolution. Employees assigned to stand-by duty by their Department Heads shall be compensated and governed by the following:

A. Stand-by duty requires that employees so assigned:
   1. Be ready and take steps immediately to respond within a reasonable time to calls for their services;
   2. Be readily reachable by telephone or paging device;
   3. Remain within a specified distance or time from their work stations; and
   4. Refrain from activities which might impair their ability to perform their assigned duties.

B. Compensation shall be at the rate of $4.00 per hour for each hour on such stand-by duty and shall be paid at the same time as scheduled for the pay period in which the stand-by duty was performed.

C. Stand-by pay, when properly authorized, shall be paid for a minimum of one hour.

D. Employees other than those exempted from overtime compensation shall, when called to active duty while on standby duty status, be compensated for such active duty at the applicable overtime rate. Work time for employee called to active duty

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while on stand-by status shall begin at the time of notification to report to a job site and shall continue until the employee completes work and returns to home (or the location called out from), the nearest regular work site or the county line, whichever is the shortest distance. A minimum of one hour at the appropriate rate shall be paid in those cases when an employee on stand-by status is required to report to a job site, but the minimum shall not apply for work performed at another location.

E. No employee or other qualified person shall be paid for stand-by duty time and other compensable duty time simultaneously.

SECTION 17. Retirement

A. The County offers the following retirement plans:

1. General Member Employees Hired Before October 10, 1994
Contributory Retirement Plan 2% at age 57 formula/Half-Rates (Plan 5A)

2. General Member Employees Hired On or After October 10, 1994 and before June 25, 2012, Contributory Retirement Plan 2% at age 57 formula/Full-Rates (Plan 5 B)

3. General Member Employees Hired on or after June 25, 2012 but before January 1, 2013 Contributory Retirement Plan 1.67% at age 57 ½ formula/Half Rates (Plan 7).

4. Non-reciprocal General Member Employees First Hired on or after January 1, 2013 Contributory Retirement Plan, 2% at age 62 formula (Plan 8 - Full Rates FAS - 3)

5. Safety Member Employees Hired Before October 10, 1994
Safety Plan 6A: 3% @ 50, half-rates, FAS-1

6. Safety Member Employees Hired On or After October 10, 1994 and before January 1, 2013, Safety Plan 6B: 3% @ 50, half-rates, FAS-3

7. Non-reciprocal Safety Member Employees First Hired on or after January 1, 2013, Contributory Retirement Plan, 2% at age 50 formula (Plan 8 - Full Rates FAS - 3)

B. In accordance with California Government Code Section 31631, employees in "Non- PEPRA" retirement plans (i.e. Plan 5-A, Plan 5-B, Plan 7, Plan 6-A, and Plan 6-B) will begin paying part of the County's mandatory retirement contributions when the County Auditor-Controller's Office completes the programming and payroll testing necessary to implement the change, which will be as soon as practicable but not before July 2, 2018.

These additional retirement contributions will be paid in conjunction with the unit-wide salary increases to all DSA represented employees, including those in Retirement Plan 8, set forth above in Section 5, on the following schedule:

Effective July 2, 2018 (or after the programming and payroll testing has been completed, if later), "Classic/Legacy" safety employees will contribute 2.0% of their pensionable income and "Classic/Legacy" non safety employees will contribute 1.5% of their pensionable income as a partial replacement of the mandatory employer contribution.

Effective in Pay Period 15-2019 (July 1, 2019), "Classic/Legacy" safety employees will contribute an additional 2.0% (for a total of 4.0%) of their pensionable income, and "Classic/Legacy" non safety employees will contribute an additional 0.5% (for a total of 2.0%) of their pensionable income as a partial replacement of the mandatory employer contribution.

Effective in Pay Period 15-2020 (June 29, 2020), "Classic/Legacy" safety employees will contribute an additional 2.0% (for a total of 6.0%) of their pensionable income, and "Classic/Legacy" non safety employees will contribute an additional 0.5% (for a total of 2.5%) of their pensionable income as a partial replacement of the mandatory employer contribution.
Once the required payments begin, they will be credited to the employee's account and designated "employee contributions" for purposes of Government Code section 31631(b). To enable employees to make these contributions with "pre-tax dollars," the County deems the contributions "picked up" pursuant to Internal Revenue Code section 414(h), Government Code section 31581.2, and Santa Barbara County Resolution 02-281.

The above retirement pick-ups to be paid by non-PEPRA represented employees shall be in lieu of any increased member contributions that could be negotiated or otherwise implemented pursuant to California Government Code Section 31631.5.

C. Employees hired on or after June 20, 2016 are not eligible for retiree medical subsidies

SECTION 18. Tuition and Textbook Reimbursement

To the extent funding is available, the County shall for those employees represented by the Association, provide for tuition and textbook reimbursement for regular full-time employees up to a maximum of $100 per fiscal year and in accordance with administrative regulations governing this program. Tuition reimbursement for regular part-time employees shall be prorated based on their part-time percentage. Effective in pay period 2023-15 (estimated 6/26/2023), the maximum shall be increased to $1,000, and effective in pay period 2024-15 (estimated 7/8/2024), the maximum shall be increased by $500 to $1,500 total. The County agrees to fund annually an amount sufficient to cover 10% of the bargaining unit members receiving this benefit.

SECTION 19. Educational Incentive Allowance

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A. Employees in the classifications specified below who (a) are graduates of an accredited college or university with an Associate, Bachelor or Master's degree, or (b) possess a valid Intermediate or Advanced certificate issued by the California State Commission on Peace Officer Standards and Training shall be eligible for the Educational Incentive allowance as provided herein. For the purposes of this section only, the classifications of District Attorney Investigator II and District Attorney Investigator III, shall be considered a part of the Law Enforcement Supervisory Unit. Upon certification by the Department Head to the Human Resources Director, eligible employees shall receive the appropriate biweekly allowance each pay period while in a regular pay status. The biweekly allowance shall be separate from basic compensation but shall be paid at the same time as the regular compensation.

B. Eligible Sheriff's Deputies, Sheriff's Sergeants, Custody Deputies, Custody Sergeants, and District Attorney Investigators shall receive Educational Incentive Allowance in accordance with the following schedule. Air Support Pilots and Communications Dispatchers shall be eligible for the same Educational Incentive Allowances as Deputy Sheriffs; Dispatch Supervisors shall be eligible for the same Educational Incentive Allowances as Sergeants.

The Education allowance for part-time employees shall be prorated based on their part-time percentage.

1. Forty-six dollars ($46.00) biweekly for an Associate Degree or an Intermediate P.O.S.T. Certificate for the classifications of Sheriff's Deputy, Sheriff's Sergeant, Custody Deputy, Custody Sergeant, and District Attorney Investigator I/II/III. Effective June 27, 2022, this allowance shall increase to fifty dollars ($50.00).

2. Eighty-three dollars and seventy-five cents ($83.75) biweekly for an Associate Degree or an Intermediate P.O.S.T. Certificate and an additional thirty (30) semester units (or equivalent quarter units) in specific fields of education as designated and approved by the Human Resources Director and the Department Head for the classifications of Sheriff's Deputy, Sheriff's Sergeant, Custody Deputy, Custody Sergeant, and District Attorney Investigator I/II/III. Effective June 27, 2022, this allowance shall increase to ninety dollars ($90.00).

3. One hundred twenty dollars ($120.00) biweekly for a Bachelor Degree or an Advanced P.O.S.T. Certificate for eligible employees in the classifications of Sheriff's Deputy, Custody Deputy, Custody Sergeant, and District Attorney Investigator I. Effective June 27, 2022, this allowance shall increase to one-hundred-thirty dollars ($130.00).

4. One hundred sixty dollars ($160.00) biweekly for a Bachelor Degree or an Advanced P.O.S.T. Certificate and an additional thirty (30) semester units (or equivalent quarter units) in specific fields of education as designated and approved by the Human Resources Director and the Department Head for eligible employees in Sheriff's Deputy, Custody Deputy, Custody

Sergeant, and District Attorney Investigator I. Employees possessing a Master's Degree in an approved field of education (in lieu of a Bachelor/Advanced P.O.S.T. and an additional thirty semester units) shall also be eligible for this allowance. Effective June 27, 2022, this allowance shall increase to one-hundred-seventy-five dollars ($175.00).

5. One hundred sixty-two dollars ($162.00) biweekly for a Bachelor Degree or an Advanced P.O.S.T. Certificate for eligible employees in classifications in the Law Enforcement Supervisory Unit. Effective June 27, 2022, this allowance shall increase to one-hundred-seventy-five dollars ($175.00).

6. Two hundred thirteen dollars and fifty cents ($213.50) biweekly for a Bachelor Degree or an Advanced P.O.S.T. Certificate and an additional thirty (30) semester units (or equivalent quarter units) in specific fields of education as designated and approved by the Human Resources Director and the Department Head for eligible employees in classifications in the Law Enforcement Supervisory unit. Employees possessing a Master's Degree in an approved field of education (in lieu of a Bachelor/Advanced P.O.S.T. and an additional thirty semester units) shall also be eligible for this allowance. Effective June 27, 2022, this allowance shall increase to two-hundred-thirty dollars ($230.00).

To qualify for the Educational Incentive Allowances provided under Paragraphs 2, 4 and 6 above, course work for the "additional thirty semester units" must be completed after obtaining the qualifying degree or P.O.S.T. certificate. Additionally, course work paid for by the Department and/or completed on work time does not qualify toward the allowance requirement.

C. Educational incentive allowance shall be included for salary comparison purposes in future surveys.

D. Employees possessing an Associate and/or a Bachelor Degree(s) and/or a Master's Degree and an Intermediate and/or Advanced P.O.S.T. Certificate(s) shall receive only one biweekly allowance.

E. Employees possessing P.O.S.T. Certificates shall satisfy the annual maintenance requirements as established by the California State Commission on Peace Officers Standards and Training or the biweekly allowance will cease.

SECTION 20. Mileage

For authorized use of personal automobiles by employees represented by the Association, the County and the Association agree to a mileage allowance equal to the amount per mile exempted by the Internal Revenue Service for reporting income.

Mileage reimbursement shall be made in accordance with the administrative policy governing Expense Reimbursement.

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SECTION 21. Specialized Duties and Assignments

A. Employees in the classifications of Sheriff's Deputy, Custody Deputy, and District Attorney Investigator I and II who are regularly assigned to work on specialized duties involving additional technical expertise or lead shift responsibilities, as authorized by the Department Head and the Board of Supervisors, shall be paid at the salary range which is five percent above the basic compensation assigned to their classifications. The Compensation provided by this subsection shall be paid only upon certification by the Department Head to the Human Resources Director of the names of employees entitled to receive such compensation. The number of employees assigned to such specialized duties shall not at any time exceed the number authorized.

In lieu of compensation provided in Paragraph A, employees who are assigned training officer responsibilities shall receive the dollar amount equivalent to 5% of "E" step of the applicable classification for all hours worked in such an assignment.

SECTION 22. Uniform Allowance

A. Employees in the classifications listed below shall be provided one dress uniform and one additional shirt and pair of pants at the time of employment and a uniform allowance. The annual uniform allowance shall be $825.00 per year. The uniform allowance shall be paid to the following classifications:

Custody Deputy
Custody Sergeant
Sheriff's Deputy
Sheriff's Sergeant

B. Beginning in January 2019, the uniform allowance shall be paid in two equal installments of $412.50 each, paid in January and July each year. Employees on unpaid leaves of absence in the pay period in which the allowance is paid and who return before the next installment shall receive a pro-rated allowance based on the percentage of time between installments that they will be in a paid status.

C. The Sheriff's Department shall issue an SXO3 or Point Blank Alpha Elite level II ballistic vest, or such other vest as agreed by the parties, to all Sheriff's Deputies and Sheriff's Sergeants upon initial hire. The Sheriff's Department shall issue a level II stab-resistant vest to all Custody Deputies and Custody Sergeants upon initial hire.

As soon as practicable after July 2, 2018, in addition to the provision of vests to new hires, above, the Sheriff's office shall begin the process of replacing ballistic and stab-resistant safety for existing employees through a reimbursement program.

Reimbursement for vests for existing employees shall be at a rate of 75 vests per year, beginning with the vests that are oldest and those most in need of

replacement, until all vests are within the manufacturer's "replace by" dates. Thereafter, employees with vests approaching the "replace by" date shall be eligible to receive reimbursement for a new vest up to the negotiated price of an SXO3 or Point Blank Alpha Elite level II vest (or other vest as agreed by the parties) from the preferred vendor. An employee will be reimbursed only for actual cost of their selected vest, not to exceed the negotiated price of an SXO3 or Point Blank Alpha Elite level II vest, or such other vest as agreed by the parties, from the preferred vendor.

Employees in classifications of Emergency Communications Center Call Taker and Communications Dispatcher I/II/Supervisor shall be provided one complete work uniform and an additional shirt and pair of pants or skirt at the time of employment. Beginning after the employee has six months of continuous County service the employee shall receive a uniform allowance of $10.00 per pay period. If an employee receiving uniforms as provided herein terminates employment with the County within 12 months following date of hire, the final compensation shall be reduced by a prorated amount of the cost of the uniforms based on the number of months, or major fractions thereof, remaining between the date of termination and the end of the 12 months period from the date of employment. Effective June 27, 2022 the uniform allowance shall be discontinued and employees in these classifications will no longer be required to wear uniforms to work. Uniforms will no longer be issued, and the uniform allowance will be incorporated into base pay at that time.

E. Effective as soon as practicable after this MOU is ratified by the Association and approved by the Board of Supervisors, employees in the classifications of District Attorney Investigator I/II/III/Supervising (DAI classifications) shall be provided two pairs of BDU pants and two shirts at the time of employment. Beginning after the employee has six months of continuous County service the employee shall receive a uniform allowance of $260 per year paid at the beginning of each fiscal year. The initial $260 will be prorated for the balance of the first year of service and for all existing Investigators employed at the time this MOU provisions is implemented for the remainder of Fiscal Year 2021-22. In addition to the annual uniform allowance provided under this section, employees in DAI classifications may submit requests for additional equipment or uniform components to the Chief Investigator, who will consider such requests on a case by case basis.

SECTION 23. Bilingual Allowance

An employee whose duty assignments require regular and frequent use of bilingual language skills in English and Spanish, or any other language including but not limited to Hmong or American Sign Language, shall be designated by the department head to receive a bilingual allowance. The department head shall designate the employee in writing to the Human Resources Director prior to being effective. The employee shall retain such bilingual designation only until a change in assignments is reported in writing by the department head to the Human Resources Director. Additional compensation for bilingual duties is payable as an allowance and not as part of basic salary, but shall be payable at the same time as a regular compensation. When a full-time employee is assigned by a department head to duties requiring regular and frequent use of bilingual language skills

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he/she shall receive an allowance of $57.69 per pay period. Effective date Pay Period 2023-15 (estimated June 26, 2023), the bilingual allowance shall increase to $95.00 per pay period. When a part-time employee is assigned to bilingual duties, the bilingual allowance shall be prorated and paid on the same basis that the part-time position is filled and compensated.

As used in this section, the phrase "regular and frequent" means at least once each working day, or at least five times each work week. Payment for the bilingual language skill is restricted to the actual needs of the position. An employee's ability to read, write, or speak Spanish (or other language), occasional or incidental use of language skills in Spanish or the use of bilingual language skills other than for the purpose of meeting the requirements of the job shall not warrant a bilingual allowance.

SECTION 24. Destructive Devices Duty

Employees authorized and regularly assigned by the Sheriff to destructive devices duty shall receive an allowance of $75.00 biweekly, provided the employee has successfully completed the required training and the employee has been assigned destructive devices duty for a period of one year. Qualifying part-time employees shall receive a pro-rated allowance based on their part-time percentage. The biweekly allowance shall be separate from basic salary but payable at the same time as regular compensation when the Sheriff has designated in advance and in writing to the Human Resources Director those employees authorized and assigned. Effective June 27, 2022, this allowance will increase to $150.00 biweekly.

Notwithstanding the provisions of this section, an employee may receive only one premium pay allowance (e.g., destructive devices, K-9 handler, special enforcement, dive team or Air Support Unit) at any time.

SECTION 25. K-9 Handler Duty

K-9 handlers shall receive a biweekly assignment pay equal to 8.5 hours at the employees' hourly rate of pay.

Notwithstanding the provisions of this section, an employee may receive only one premium pay allowance (e.g., destructive devices, K-9 handler, special enforcement, dive team or Air Support Unit) at any time.

SECTION 26. Special Enforcement Team Duty

Employees authorized and regularly assigned by the Sheriff to special enforcement team duty shall receive an allowance of $75.00 biweekly, provided the employee has successfully completed the required training and the employee has been assigned special enforcement team duty for a period of one year. Qualifying part-time employees shall receive a pro-rated allowance based on their part-time percentage. The biweekly allowance shall be separate from basic salary but payable at the same time as regular

compensation when the Sheriff has designated in advance and in writing to the Human Resources Director those employees authorized and assigned. Effective June 27, 2022, this allowance will increase to $150.00 biweekly.

Notwithstanding the provisions of this section, an employee may receive only one premium pay allowance (e.g., destructive devices, K-9 handler, special enforcement, dive team or Air Support Unit) at any time.

SECTION 27. Dive Team Duty

Employees authorized and regularly assigned by the Sheriff to dive team duty shall receive an allowance of $75.00 biweekly, provided the employee has successfully completed the required training and the employee has been assigned dive team duty for a period of one year. Qualifying part-time employees shall receive a pro-rated allowance based on their part-time percentage. The biweekly allowance shall be separate from basic salary but payable at the same time as regular compensation when the Sheriff has designated in advance and in writing to the Human Resources Director those employees authorized and assigned. Effective June 27, 2022, this allowance will increase to $150.00 biweekly.

Notwithstanding the provisions of this section, an employee may receive only one premium pay allowance (e.g., destructive devices, K-9 handler, special enforcement, dive team or Air Support Unit) at any time.

SECTION 28. Air Support Unit Duty

Effective as soon as practicable following Board approval of this MOU, employees in the following classifications will transition from current special duty allowances to the following: Air Support Pilot assigned to Air Support Unit duty shall receive an allowance of $350 biweekly. In addition, other safety employees who have successfully completed the required training and have been authorized and regularly assigned by the Sheriff to Air Support Unit duty for a period of one year as tactical flight officers shall receive an allowance of $425.00. Other safety employees who have successfully completed the required training and have been authorized and regularly assigned by the Sheriff to Air Support Unit duty for a period of one year as pilots or hangar supervisors shall receive an allowance of $845.00 biweekly. Effective June 27, 2022, each of these allowances will increase by $75.00 biweekly. Qualifying part-time employees shall receive a pro-rated allowance based on their part-time percentage. The maximum number of employees receiving compensation pursuant to this Section shall not exceed five (5) at any time. The biweekly allowance shall be separate from basic salary but payable at the same time as regular compensation when the Sheriff has designated in advance and in writing to the Human Resources Director those employees authorized and assigned.

Notwithstanding the provisions of this section, an employee may receive only one premium pay allowance (e.g., destructive devices, K-9 handler, special enforcement, dive team or Air Support Unit) at any time.

SECTION 29. Mounted Unit Duty

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Effective July 3, 2006, employees authorized and regularly assigned by the Sheriff to mounted unit duty shall receive an allowance of $75.00 biweekly, provided the employee has successfully completed the required training and the employee has been assigned mounted unit duty for a period of one year. Qualifying part-time employees shall receive a pro-rated allowance based on their part-time percentage. The biweekly allowance shall be separate from basic salary but payable at the same time as regular compensation when the Sheriff has designated in advance and in writing to the Human Resources Director those employees authorized and assigned. Effective June 27, 2022, this allowance will increase to $150.00 biweekly.

Notwithstanding the provisions of this section, an employee may receive only one premium pay allowance (e.g., destructive devices, K-9 handler, special enforcement, dive team or Air Support Unit) at any time.

SECTION 30. Special Operations Response Team Duty

Effective July 2, 2007, employees authorized and regularly assigned by the Sheriff to special operations response team duty shall receive an allowance of $75.00 biweekly, provided the employee has successfully completed the required training and the employee has been assigned special operations response team duty for a period of one year. Qualifying part-time employees shall receive a pro-rated allowance based on their part-time percentage. The biweekly allowance shall be separate from basic salary but payable at the same time as regular compensation when the Sheriff has designated in advance and in writing to the Human Resources Director those employees authorized and assigned. Effective June 27, 2022, this allowance will increase to $150.00 biweekly.

Notwithstanding the provisions of this section, an employee may receive only one premium pay allowance (e.g., destructive devices, K-9 handler, special enforcement, dive team or Air Support Unit) at any time.

SECTION 31. Hostage Negotiating Team Duty

Effective June 30, 2008, employees authorized and regularly assigned by the Sheriff to hostage negotiating team duty shall receive an allowance of $75.00 biweekly, provided the employee has successfully completed the required training and the employee has been assigned hostage negotiating team duty for a period of one year. Qualifying part-time employees shall receive a pro-rated allowance based on their part-time percentage. The biweekly allowance shall be separate from basic salary but payable at the same time as regular compensation when the Sheriff has designated in advance and in writing to the Human Resources Director those employees authorized and assigned. Effective June 27, 2022, this allowance will increase to $150.00 biweekly.

Notwithstanding the provisions of this section, an employee may receive only one premium pay allowance (e.g., destructive devices, K-9 handler, special enforcement, dive team or Air Support Unit) at any time.

SECTION 32. Motorcycle Duty

Effective June 30, 2008, employees authorized and regularly assigned by the Sheriff to motorcycle duty shall receive an allowance of $75.00 biweekly, provided the employee has successfully completed the required training and the employee has been assigned motorcycle duty for a period of one year. Qualifying part-time employees shall receive a pro-rated allowance based on their part-time percentage. The biweekly allowance shall be separate from basic salary but payable at the same time as regular compensation when the Sheriff has designated in advance and in writing to the Human Resources Director those employees authorized and assigned. Effective June 27, 2022, this allowance will increase to $150.00 biweekly.

Notwithstanding the provisions of this section, an employee may receive only one premium pay allowance (e.g., destructive devices, K-9 handler, special enforcement, dive team or Air Support Unit) at any time.

SECTION 33. Emergency Medical Dispatch Pay

Employees in the classifications of Emergency Communications Center Call Taker and Communications Dispatcher I/II/Supervisor who are authorized and regularly assigned by the Sheriff as certified Emergency Medical Dispatchers shall receive an allowance of $75.00 biweekly, provided the employees have successfully completed the required training and have been assigned as certified Emergency Medical Dispatchers for a period of at least one year. Qualifying part-time employees shall receive a pro-rated allowance based on their part-time percentage. The biweekly allowance shall be separate from basic salary but payable at the same time as regular compensation when the Sheriff has designated in advance and in writing to the Human Resources Director those employees authorized and assigned. Effective June 27, 2022, this allowance will increase to $150.00 biweekly.

Notwithstanding the provisions of this section, an employee may receive only one premium pay allowance (e.g., destructive devices, K-9 handler, special enforcement, dive team or aviation bureau) at any time.

SECTION 34. Cuyama Patrol Assignments

Effective as soon as practicable following Board approval of this MOU, employees regularly assigned by the Sheriff to Cuyama in a patrol assignment shall receive an allowance of $400 biweekly.

SECTION 35. Special Duty Assignments

The Sheriff's Department agrees to conform to the following procedure when selecting personnel for Sheriff's Deputy II and Custody Deputy II assignments:

1. Notice of vacant Sheriff's Deputy II and Custody Deputy II assignments shall be posted at all stations for 10 days prior to filling of the position. The notice of vacancy shall contain the required qualifications for the position, the criteria to be

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used to select a list of eligible candidates, and the personnel to be involved in the Division Commander's recommendation.

2. The Division Commander's recommendation(s) shall be routed to his/her Chief Deputy.

3. The Chief Deputy shall, at his/her sole discretion, select the Deputy for the assignment.

SECTION 36. Term Life Insurance

Employees represented by the Association shall be provided with basic Group Term Life Insurance in the amount of $20,000 paid for by the County. Part-time employees must be employed a minimum of fifty percent (50%) of full-time in order to be eligible for insurance benefits.

SECTION 37. Transportation Demand

Employees shall be eligible to participate in the County's TDM program and receive related benefits including the Alternative Commute Incentive.

SECTION 38. Automatic Payroll Deposit

All employees covered by this Agreement shall participate in the County's automatic payroll deposit program. Participation shall mean the employee's execution of a payroll authorization form and submission of a voided check or savings deposit slip to the Auditor's office. It shall be the employee's choice as to which bank he/she designates as the institution receiving the payroll funds.

When the authorization form is properly executed and filed with the Auditor, the County shall automatically deposit in the employee's designated bank account the net amount of pay each designated biweekly payday.

SECTION 39. Leave of Absence Policy

During the term of this agreement, the County may reopen negotiations on the issue of a comprehensive leave of absence policy and related changes in terms and conditions of employment. If the County reopens negotiations on this subject, the proposed changes will not be implemented unless the parties mutually agree.

SECTION 40. Payroll Simplification

During the term of this agreement, the County may reopen negotiations on the issue of payroll simplification and/or modifications in compensation structure precipitated by the implementation of a new human resources and payroll system. If the County reopens negotiations on this subject, the proposed changes will not be implemented unless the parties mutually agree.

SECTION 41. Back to Work Program

A. Employees who are unable to perform their regular duties due to injury or illness may be provided a temporary duty assignment in accordance with the Back to Work Policy.

B. An employee who has returned to work from a work-related injury or illness (either in the Back To Work program or to his/her regular work assignment) will be granted paid leave not chargeable to the employee's accrued leave balances to attend medical appointments specifically related to the work-related injury or illness

SECTION 42. Grievance Procedure

A. Definition

A grievance shall be defined as a claim by an employee or group of employees of an alleged violation, misinterpretation or misapplication of this Memorandum of Understanding, written County ordinances, rules, regulations, policies or procedures or any other written agreement between the parties applicable to the employee, except for those issues that provide their own means of administrative or judicial review such as, but not limited to, Civil Service Commission, Workers' Compensation, Occupational Safety and Health Act, Affirmative Action, Fair Employment Practice Commission, Equal Employment Opportunity Commission and Retirement Board matters.

B. Basic Rules

1. Any employee, employee group or recognized employee organization, as those terms are defined in the Santa Barbara County Employee Relations Policy, may file a grievance without fear of reprisal.

2. The grievant or his/her representative shall be granted reasonable use of County time and facilities in the processing of his/her grievance.

3. Failure by a grievant to file an appeal at any step within the specified time limits, unless extended, constitutes an abandonment of the grievance.

4. Time limits may be extended by mutual consent, in writing.

5. Formal grievance forms shall be made available to the employee through the County departments, the Human Resources Office and the recognized employee organizations. Forms should be as complete as possible before filing.

6. Persons responsible for the scheduling of meetings and conferences shall give timely, written notices of such meetings and conferences to all parties concerned.

7. Two or more employees with a common grievance may initiate a single proceeding.

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8. The employee is entitled to representation of his/her choice at any stage of the grievance procedure.

9. At any step in the grievance procedure, the employee or management, or both, may consult with the Human Resources Officer for clarification of the issue involved.

10. At any stage of the grievance, the employee may withdraw the complaint by affixing his/her signature in the proper space on the Human Resources Department's copy of the grievance form, which shall then become a permanent part of the Human Resources Department's records.

    If the employee receives a satisfactory answer to his/her grievance, then the matter will be closed. If the employee subsequently desires to reopen the grievance, he/she must initiate it at the beginning of the grievance procedure.

C. Procedure

1. Step 1 - Informal Discussion with Supervisor

   Employee discusses his/her allegation of a grievance with his/her immediate supervisor on an informal basis within fourteen (14) calendar days from the date of the action causing the grievance, or date of discovery of such action, except that in no event shall any grievance be accepted for consideration more than one (1) year from the action claimed as its basis, regardless of the date of discovery. Within fourteen (14) calendar days, the immediate supervisor shall give his/her decision to the employee. If the decision is not satisfactory to the employee, or if no answer is received within the time limit, the employee may initiate a formal grievance.

2. Step 2 - Written Grievance

   Employee initiates the formal grievance by completing the formal grievance form and submitting the grievance to his/her immediate supervisor within fourteen (14) calendar days after receipt of the supervisor's informal response. The employee shall also file a copy of the grievance with the Personnel Department. The immediate supervisor shall, within fourteen (14) calendar days, deliver an answer, in writing, to the employee. If the answer does not satisfy the employee, or is not forthcoming within fourteen (14) calendar days of the time of filing, the employee may initiate Step 3 of the grievance procedure.

3. Step 3 – Department Management Review

   a. Sheriff's Department - Review by Division Commander

      The employee initiates Step 3 by filing an appeal, in writing, with the division commander within fourteen (14) calendar days from receipt of the supervisor's written response. The division

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commander shall, within fourteen (14) calendar days of the receipt of the appeal, deliver an answer, in writing, to the employee. If the employee is not satisfied with the answer or does not receive an answer within ten working days, he/she may initiate Step 4.

b. District Attorney's Office - Review by Chief District Attorney Investigator

The employee initiates Step 3 by filing an appeal, in writing, with the chief criminal investigator within fourteen (14) calendar days from receipt of the supervisor's written response. The Chief District Attorney Investigator shall, within fourteen (14) calendar days of the receipt of the appeal, deliver an answer, in writing, to the employee. If the employee is not satisfied with the answer or does not receive an answer within fourteen (14) calendar days, he/she may initiate Step 5.

4. Step 4 - Review by Chief Deputy

The employee initiates Step 4 by filing an appeal, in writing, with the chief deputy within fourteen (14) calendar days from receipt of the division commander's written response. The chief deputy shall, within fourteen (14) calendar days of the receipt of the appeal, deliver an answer, in writing, to the employee. If the employee is not satisfied with the answer or does not receive an answer within ten working days, he/she may initiate Step 5.

5. Step 5- Review by Department Head

The employee initiates Step 5 by filing an appeal, in writing, with the department head within fourteen (14) calendar days from receipt of the Chief Deputy's or Chief District Attorney Investigator's written response. The department head shall, within fourteen (14) calendar days of the receipt of the appeal, deliver an answer, in writing, to the employee. If the employee is not satisfied with the answer or does not receive an answer within fourteen (14) calendar days, he/she may initiate Step 6.

6. Step 6 - County Executive Officer

The employee may initiate Step 6 by filing an appeal, in writing, with the County Executive Officer within fourteen (14) calendar days from receipt of the department head's response. The County Administrator may elect to utilize the services of the Personnel Officer in answering the grievance. The County Administrator shall, within fourteen (14) calendar days of the receipt of the appeal, deliver an answer to the employee, in writing. If the employee is not satisfied with the answer, or has not received an answer

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within ten working days of the filing of the appeal, he/she may initiate Step 7.

7. Step 7. Arbitration

A. If the grievance is not settled or disposed of at Step 6, the grievance may be submitted within fourteen (14) calendar days, to the Human Resources Director for arbitration. Within fourteen (14) calendar from receipt of the request for arbitration, the Human Resources Director shall request a panel of arbitrators from the State Mediation & Conciliation Service (SMCS) and provide the Union with a copy of the request. The Arbitrator shall be selected from this panel either by agreement of the parties or through a striking process.

B. Except as provided in subsection E below, the fees and expenses of the Arbitrator shall be shared equally by the parties involved, it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during arbitration, will be the responsibility of the individual party involved. Where the individual is representing himself, he shall be solely responsible for his share of the fees and expenses as outlined above.

C. The Arbitrator shall have jurisdiction and authority to interpret the provisions of this Memorandum of Understanding. He shall not have jurisdiction or authority to alter, in any way, the provisions of this Memorandum.

D. In relation to alleged violations of the Memorandum of Understanding (including side letters of agreement) and/or countywide rules, regulations, resolutions or ordinances, the decision of the Arbitrator shall be final and binding on both parties. In relation to alleged violations of department policy or practice, the decision of the Arbitrator shall be subject to Board of Supervisors review as provided in Step 8, below. Grievances that are based on the same set of facts which must necessarily be decided in the same way can be submitted in a single arbitration.

E. The County and the Union shall endeavor to agree upon the issue or issues to be submitted to arbitration and any agreed stipulated relevant facts and principles. In the event of disagreement between the County and the Union, the issue or issues shall be decided by the arbitrator.

In the event that there is a dispute as to arbitrability, the arbitrator shall hear that issue prior to opening the record

on the merits of the dispute. If the arbitrator determines that the issue is not arbitrable the grievance will be dismissed and the matter considered closed. If the arbitrator determines that the issue is arbitrable, the matter will then be set for hearing on the merits. The cost of the arbitrator for this threshold phase of the process shall be borne by the losing party.

F. In no event shall arbitration extend to:

1. The interpretation, application, or legality of any federal, state or local law, however, if the Arbitrator, in his discretion, finds it necessary to interpret or apply such federal, state or local law in order to resolve the grievance which has been submitted to arbitration, he may do so.

2. Matters under the jurisdiction of the County of Santa Barbara Civil Service Commission for which the Commission has established procedures or processes by which employees may appeal to, or request review by, said Civil Service Commission; however, if the Arbitrator, in his discretion, finds it necessary to interpret or apply matters under the jurisdiction of said Civil Service Commission in order to resolve the grievance which has been submitted to the Arbitrator, he may do so.

8. Step 8 - Board of Supervisors' Right to Final Decision (limited to alleged violations of department policy or practice)

With regard to alleged violations of department policy or practice, the Arbitrator's decision and award provided for in Step 7 shall be final and binding on the parties unless the Board of Supervisors, at its sole discretion chooses to review the decision and, by majority vote, votes to set aside the decision and award of the Arbitrator within forty (40) days from the date of the issuance of the award and decision of the Arbitrator.

In such event, the Board of Supervisors shall deliberate the grievance and shall arrive at a decision which shall be final and binding. During such deliberations the County Executive Officer, or his designated representative, and the Union Representative shall make their presentations to the Board of Supervisors. Where possible, such presentations shall be made within thirty (30) calendar days from the date of the issuance of the Arbitrator's award.

In the event the Board sets aside the decision and award of the Arbitrator, the County shall pay the Arbitrator's fee. Each party to

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the arbitration will still be responsible for their own expenses and costs of arbitration, and while Step 8 allows Board action, this provision does not afford the grievant or the Union Representative a right to compel Board review.

SECTION 43. Disciplinary Appeals

The parties have agreed that in lieu of appealing disciplinary actions to the County's Civil Service Commission, a pilot program will be implemented wherein employees represented by the Association may appeal disciplinary actions to a neutral hearing officer, who shall render a final administrative decision. That decision may then be appealed by the parties pursuant to CCP §1094.5. The pilot program shall be implemented as soon as practicable. After two years, the parties shall begin discussing the pilot program and whether to extend, modify, or eliminate it. Absent agreement to extend it, the program shall sunset for disciplinary appeals filed after June 30, 2025.

SECTION 44. Productivity

The parties to this agreement support the concept of high performance and high productivity in order to provide a high level of service to the community at a reasonable cost. The parties agree to reasonably support changes initiated by Management which are intended to increase the efficiency or effectiveness of County operations.

SECTION 45. No Strike Clause

Employees represented by the Association shall not take part in any strike, work actions, or other concerted activity of any kind which will result in curtailing, restricting or interfering with the work of the Sheriff's Department or other County services.

The Association shall not sanction, encourage, or support any strikes, work actions, or other concerted activity.

The term "strike, work action, or other concerted activity" means any concerted failure to report for duty, any concerted absence from position, any concerted stoppage of work, any concerted slowdown, sickout, refusal to work, interruption, call-in, or failure in whole or in part to carry out the full, faithful, and proper performance of the duties of employment. The term "strike, work action, concerted activity" also means any participation in any action interfering with the operation of the Sheriff's Department of the County for the purposes of inducing, influencing, or coercing a change in the working conditions, compensation and rights, privileges, and obligations of the employment.

In the event that a strike, work action, or other concerted activity occurs in violation of the section, the Association shall on written notice by the County issue a statement addressed

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to the employees, a copy of which shall be delivered to the County, declaring the strike or other concerted activity not sanctioned, unlawful, and directing them to return to work or cease and desist.

SECTION 46. Conclusiveness of Agreement

A. The provisions contained in this Agreement shall prevail over County practices and procedures and over State laws to the extent permitted by State law.

B. This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any inconsistent prior or existing understandings or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

C. This Section does not apply to the County's Civil Service System or to the rules adopted to administer the Civil Service System.

SECTION 47. Obligation to Meet and Waiver Clause

Except as otherwise expressly provided in this agreement or where the parties mutually agree to meet and confer on the matter, the County and the Association expressly waive and relinquish the right, during the term of this Memorandum to meet and confer with respect to any subject or matter, including mandatory subjects of negotiation, whether referred to or covered in this agreement, even though such subjects or matter was proposed and later withdrawn.

In the event any new practice, subject or matter arises during the term of this agreement, that is within the scope of bargaining, and an action is proposed by the County, the Association shall be afforded all possible advance notice and shall have the right to meet and confer upon request. In the absence of agreement on such a proposed action, the County reserves the right to take necessary action by management direction and the Association reserves the right to then take whatever lawful action deemed necessary.

The waiver of any breach of any term or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

SECTION 48. Severability Clause

Should any provision of this Agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, it being the intention of the parties that no portion of this Agreement or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision.

SECTION 49. Renegotiation

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Either County or Association may serve notice to meet and confer concerning the provision or for a new agreement. It is the intent of the parties to conduct negotiations in such a manner as to reach a new agreement on or before the termination date of this Agreement. If either party timely serves notice to meet and confer, the first negotiating session shall not commence earlier than 150 days nor less than 120 days prior to the termination date of the Agreement, unless the parties mutually agree otherwise.

SECTION 50. Transfer Guidelines

A. The Sheriff's Department reserves the right to transfer employees in accordance with the needs of the Department and in accordance with this Section.

B. The provisions of this Section do not limit in any way the Sheriff's Department right to transfer employees for reasons of performance, department efficiency or other operational needs.

C. This Section is applicable to all employees in bargaining units represented by the Deputy Sheriffs Association and employed in the Sheriff's Department.

D. No employee shall be transferred without reason.

E. For purposes of this Section, a transfer is considered reassignment intended to be of long term duration between or within units, bureaus or divisions.

F. Employees will be given fourteen days notice of transfer except as provided in this Section.

G. The fourteen days notice shall not be required in case of emergency or exigent circumstances.

H. The fourteen days notice requirement may be waived by the employee.

I. The fourteen days notice requirement shall not apply to regularly scheduled shift rotations or normal movement.

J. The application of this Section shall not be subject to the Grievance Procedure.

K. Consideration may be given, where appropriate and in the discretion of the Sheriff, to voluntary assignment requests and seniority of the employee.

L. The Deputy Sheriffs Association my request the County meet and confer over proposed revisions to this Section on matters within the scope of representation providing, however, any such request shall not be made sooner than six months after the effective date of this provision.

SECTION 51. Term of Agreement

This Memorandum of Understanding shall continue in effect up to and including the last day of Pay Period 2026-14 (estimated June 21, 2026). It is the intent of the parties that this Memorandum of Understanding be administered in its entirety in good faith during its full term.

To the extent that the provisions of the Memorandum of Understanding conflict with the provisions of ordinances, resolutions or Minute Orders previously adopted by the Board of Supervisors, the provisions contained herein shall prevail.

The County and Association agree that this Memorandum of Understanding shall not be binding upon the parties unless and until ratified by the Santa Barbara County Deputy Sheriffs' Association and formally approved by a majority of the County Board of Supervisors.

Dated _____

County of Santa Barbara

DocuSigned by:
Stephanie Langsdorf
8CC6695BEE47B450...

Stephanie Langsdorf

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Yvonne Torres
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Yvonne Torres

DocuSigned by:
Joseph Pisano
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Joseph M. Pisano

Dated 3/26/2022

Santa Barbara County
Deputy Sheriffs' Association

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Justin Schroeder

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Exhibit C: Cost Model

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Exhibit C: Cost Model

The cost model is utilized to determine the base contract cost under the Agreement. The cost model determines the cost of a post based on the cost of a Sheriff Deputy, which includes both direct and indirect costs of providing law enforcement services. The direct and indirect costs of providing law enforcement services are determined as follows:

I. Cost Model Components

COUNTY determines charges for law enforcement services payable by CITY utilizing a series of service assumptions and allocations that are based on the initial contract year's projected budgeted service costs as well as actual cost allocations for Deputy Sheriff Trainees, field training, and overtime. These costs are spread among COUNTY and the Contract Cities of Buellton, Carpinteria, Goleta, Solvang ("Contract Cities") based on the cost allocation methodologies described below:

A. Law Enforcement Patrol Staffing Cost Allocation. Patrol staffing is based on a three-year average of productive time for patrol deputies. Productive time is calculated using a Shift-Relief Factor, which is defined as the additional personnel required to ensure a post is staffed with 24/7 coverage (8760 hours per post) and is used as the multiplier to determine the number of full-time equivalent (FTE) employees needed to provide that coverage. For one deputy, there are 2,080 regular gross annual work hours possible. However, gross annual work hours are reduced by lost time, including training, illness, vacation or other causes, which provides the net annual work hours ("NAWH") – the number of hours staff actually work per year. A three-year average of the NAWH is utilized to project the FY 23/24 Shift-Relief Factor to ensure a post is staffed for all 2,080 hours in the year. Based on the NAWH three-year average, the Shift-Relief Factor for Fiscal Year 23/24 is approximately 1592 hours per deputy, resulting in 5.5 deputy full-time equivalent (FTEs) employees per 8760 hour post. The number of Sheriff Deputies required per 24/7 post for FY 23/24 are as follows:

One Post = 5.5 FTE
Two Posts = 11.0 FTE
Three Posts = 16.5 FTE

B. Direct Cost of a Sheriff Deputy. This is the average projected budgeted cost of salary and benefits paid to the Sheriff Deputy employee classification for law enforcement services. Direct costs of a Sheriff Deputy exclude all costs of Sheriff functions that are made available to all portions of the County, such as custody and coroner functions, as well as all law enforcement programs and projects that are reimbursable from other sources.

C. Direct Cost of a Patrol Post. This is the average projected/budgeted cost of salary and benefits paid to the employee classifications that provide direct support to a patrol post. Direct costs include unemployment insurance, workers compensation,

and liability insurance. Supervision and management of a patrol post includes an allocation of Sheriff Special Duty Deputies (allocated by percent of the Shift-Relief Factor proportional to the number of posts overseen in CITY), Sergeants, Lieutenants, Commanders, a Chief Deputy (allocated by percentage of posts overseen by position), and Administrative Office Professionals, who also provide direct support to Sheriff Deputies. CITY is allocated a single Administrative Office Professional as direct support for CITY's law enforcement services.

This category includes all direct staffing for the Law Enforcement Operations (LEO) function, excluding the Patrol Deputies. Allocations for Patrol Law Enforcement Staff have been set at a constant ratio through the term of the contract. These positions and allocations are shown below:

FY 23/24 LEO Staffing	Carpinteria FTE
Admin. Office Pro II	1.00
Chief Deputy Sheriff	0.10
Parking Enforcement Officer (Menu Item)	0.00
Sheriff's Commander	0.18
Sheriff's Deputy (Post)	11.0
Sheriff's Deputy (Menu Items)	0.00
Sheriff's Deputy II- Special Duty (including Menu Items)	1.75
Sheriff's Lieutenant	0.50
Sheriff's Sergeant (including Menu Items)	2.00
Contracts Services Bureau	
Sheriff's Lieutenant	0.13
Dept. Bus. Spec. II/FOP Sr	0.20
Subtotal	**16.86**

D. Other Staffing Charges. There are three charges related to staffing that change each year and are allocated to patrol operations from outside of the Sheriff's Office: Unemployment Insurance, Worker's Compensation Insurance, and Liability Insurance.

For FY 23/24 these charges are applied to CITY'S law enforcement services contract cost on a per FTE basis determined by dividing the cost of these charges by the total FTE assigned to patrol operations for both sworn and non-sworn personnel.

E. Direct Services and Supplies and Other Charges. This is the projected budgeted cost for supplies and other charges incurred for direct law enforcement services. This includes equipment maintenance, vehicle fuel, training, motorpool and various other law enforcement expenditures. Direct services and supplies excludes any expenditures for functions, programs and projects that are excluded from the

direct cost of a Sheriff Deputy. The specific allocation metrics for direct services and supplies are delineated in the below Allocation Summary table.

Direct services and supplies and other charges also includes costs associated with Deputy Sheriff Trainees (DST). A DST is defined as a Deputy Sheriff trainee who is presently in the Law Enforcement Academy and who has not yet acquired a Peace Officer Standards and Training (POST) certificate. The cost is calculated using a three-year average of DST hours and salary costs. The total is then allocated to CITY based on CITY's total number of sworn law enforcement positions.

Direct services and supplies and other charges also includes costs associated with Field Training (FTO). FTO is the minimum 16-week training program that is required for any trainee. A trainee is defined as any entry level or lateral bureau deputy newly appointed to the Santa Barbara County Sheriff's Office who has successfully completed the Peace Officer Standards and Training (POST) approved Basic Academy. The cost is calculated using a three-year average of hours spent as a field trainee multiplied by the projected budgeted A-Step hourly rate of a Deputy Sheriff Trainee for the operative fiscal year. The total is then allocated to CITY based on CITY's total number of contracted post(s) as a percentage of the total number of posts county-wide.

Direct services and supplies and other charges also includes an overtime allocation. Overtime is allocated using prior year actual overtime, less any overtime attributed to vacancies. An estimated inflation factor of 3.5% is then added to the total and allocated to CITY using CITY's total number of calls for service as a percentage of the countywide total of calls for service ("CFS").

F. Cost of Support and Administration (Indirect Cost Rate Proposal, or "ICRP"). The ICRP is determined using the indirect cost rate calculated for the Sheriff's Support and Administration Division, including Cost Allocation Plan charges applied to Sheriff Law Enforcement. This rate is applied to the direct cost of a Sheriff Deputy and the direct cost of support to a Sheriff Deputy in order to determine the indirect costs applicable to law enforcement services. The rate is calculated annually by the Sheriff's Office in accordance with federal cost principles and reviewed by the Auditor-Controller. The rate used for determining indirect costs billable to the Contract Cities excludes any costs that are general overhead costs of operation of COUNTY government.

For FY 23/24 the ICRP rate is 8.75%. The ICRP is applied to all salaries and benefits included in the contract for law enforcement services.

G. Direct Overhead. Forensics, Criminal Records, Investigations, Property & Evidence, Narcotics, Intelligence, and High Tech Crimes are allocated using CITY's CFS. The total includes both Service & Supplies and Salary & Benefits, however ICRP is only applied to the Salary & Benefit portion of the costs.

H. Public Safety Dispatch Costs. This is CITY's proportionate share of the Sheriff's public safety dispatch costs allocated to law enforcement. CITY's share of these costs are based on total dispatch cost from prior year, less fire and ambulance services. A 3% inflation factor is then added, as well as ICRP. That total is then allocated using a three-year average of CFS provided to CITY as a percentage of the Sheriff's total law enforcement CFS.

Dispatch costs are spread between COUNTY and CITY based on the three-year average share of CFS. The FY 23/24 share of Dispatch costs are as follows: County (69.78%) and Carpinteria (7.77%).

I. Sheriff's Law Enforcement Contract Services Bureau (CSB). This is CITY's proportionate share of the Sheriff's Contract Law Enforcement Bureau costs. CITY's share of these costs include salaries and benefits of the Department Business Specialist and CSB Lieutenant as well as services and supplies. The salary and benefit cost of the Department Business Specialist is divided evenly amongst the Contract Cities and COUNTY, while 50% of the salary and benefits of the CSB Lieutenant is divided evenly among the Contract Cities. CSB services and supplies costs are divided equally among the Contract Cities and COUNTY.

II. Supplemental Law Enforcement Services Costs

Supplemental Law Enforcement Services as defined in Exhibit A, Section III. C. 2 (Menu Items), will be charged based on the average projected budgeted cost of the Sheriff Deputy employee classification, including all direct and indirect costs, for the Supplemental Law Enforcement Services selected. To the extent that CITY seeks to remove a Menu Item existing in the base contract, CITY will be credited on the invoice in an amount equal to the cost of the Menu Item in the cost model for the year in which the Menu Item is removed. This will be calculated based on the base year contract cost plus any previously applied escalator. To the extent that CITY seeks to add additional Menu Item positions, costs will be based on actual costs of the Menu Item positions for the year in which the Menu Item is requested. These Menu Item changes will be reflected in Exhibit E for the year that the change is requested.

COUNTY will separately invoice CITY for any One-Time or Periodic Supplemental Law Enforcement Services, as defined in Exhibit A, Section III. D, for actual costs incurred for any personnel and/or equipment used in the provision of supplemental law enforcement services, as well as ICRP and Contract Service Bureau fees, as applicable.

As Supplemental Law Enforcement Services are non-relief positions, a relief factor is not applied to these costs.

III. Excluded Costs

As per County of Santa Barbara, Board of Supervisors Resolution 18-173, dated July 3, 2018, attached hereto as Exhibit C-1, law enforcement services made available to all portions of the COUNTY are excluded from the cost model. Additionally, department head costs (Sheriff, Undersheriff, and one Administrative Professional devoted to department head) are excluded from the ICRP.

IV. Credits

For FY 23/24, CITY will receive its proportionate share of credits for Safety Workers Compensation (SWC), Authorized Leave of Absence (ALN), and Medical Leave without pay (MED) for the Sheriff Deputy job class. For SWC this is accomplished by using a three (3) year average of the amount received for SWC for the Sheriff Deputy job class and allocated to the departments by contracted posts. For ALN and MED, the credit takes the average of three (3) years of hours posted by Sheriff Deputy job class and uses the average cost of projected job class to calculate the credit given to CITY. This is also allocated to CITY by contracted posts.

For FY 23/24, CITY will receive a credit for non-paid time off by patrol staff. This includes unpaid medical leave (MED) and administrative leave unpaid (ALN). For FY 23/24, COUNTY calculated this amount as a total of $19,306 for all of the Contract Cities. The credit is based on the average hours of leave taken over the last three-years times the average cost per hour for the Deputy Sheriff position. The credit for each post is $2,800.

For FY 23/24 CITY will also receive credits for Safety Workers Compensation (SWC) received by COUNTY. In FY 23/24 there is a total $151,838 credit that is divided among the 21 posts. This means CITY is allocated 4.76% of this credit for each post contracted.

Given that the parties have agreed to use a cost escalator as described in Exhibit B, Section II, rather than a recalculation of the cost model, the above-referenced credits solely apply to FY 23/24 base year costs and will not be recalculated and applied to any other year of the Agreement.

V. Allocation Summary

The following table delineates each cost category and the metric utilized for calculating that cost.

COST TYPE	METRIC USED FOR CALCULATION
Deputy Sheriff	Lost-time/relief factor calculation- 5.5 FTE per post
Special Duty Deputy Sheriff	% of relief factor proportional to posts overseen
Sergeant	% of posts overseen by position †
Lieutenant	% of posts overseen by position †
Commander	% of posts overseen by position †
Chief	% of posts overseen by position †

AOP	1
Workers Comp/Liability/Unemployment Ins	# of FTE
Contract Services Bureau S&B	Allocated evenly among Contract Cities & County‡
All Direct Overhead	% CFS *
Public Safety Dispatch	% CFS *
Services & Supplies	% CFS *
Contract Services Bureau – S&S	Allocated evenly among Contract Cities & County
Field Training	% of Total Posts
Overtime	% CFS *
Motor Pool	# of Patrol Units
Radios	# of Sworn Positions

*Based on three-year average
†No relief factor added
‡Only 50% of CSB Lieutenant is allocated to the Contract Cities

Exhibit C-1: Excluded Costs
Board of Supervisors Resolution 18-173 dated July 3, 2018

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA

IN THE MATTER OF DETERMING LAW ENFORCEMENT SERVICES MADE AVAILABLE TO ALL PORTIONS OF THE COUNTY	)))	RESOLUTION NO. 18-173

WHEREAS, the County of Santa Barbara, through the Sheriff's Office, contracts with the incorporated cities of Goleta, Carpinteria, Solvang and Buellton for law enforcement services pursuant to Government Code Section 51301; and

WHEREAS, the County of Santa Barbara Sheriff's Office identified certain law enforcement services that are made available to all portions of the County regardless of whether a contract for law enforcement services is in place; and

WHEREAS, Government Code Section 51350 requires that a county shall not charge a city contracting for a particular service, either as a direct or an indirect overhead charge, any portion of those costs which are attributable to services made available to all portions of the county, as determined by resolution of the board of supervisors.

NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Santa Barbara that the following law enforcement services are made available to all portions of the County:

- Coroner
- Search and Rescue
- Mounted Unit
- Boat Patrol
- Aviation support
- Custody Operations
- Underwater Search and Recovery
- Special Weapons and Tactics Teams (SET)
- Human Trafficking Task Force
- Court Civil Services
- Volunteer Program
- Explorer Program
- Project Lifesaver
- Explosive Ordinance and Devices (Bomb Team)
- Hostage Negotiations Team
- Security provided at the request of the Board of Supervisors

ENCL. (4)

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Barbara, this

3rd day of July 2018.

AYES: Supervisors Williams, Wolf, Hartmann, Adam, and Lavagnino
NOES: None
ABSENT: None

JAS WILLIAMS, CHAIR
BOARD OF SUPERVISORS

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

BY _____
Deputy Clerk

APPROVED AS TO FORM:

MICHAEL GHIZZONI
COUNTY COUNSEL

BY _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

THEODORE A. FALLATI, CPA
AUDITOR-CONTROLLER

BY _____
Deputy

Exhibit D: Special Indemnification & Insurance Provisions

The purpose of Exhibit D is to address liability & insurance issues.

1. Indemnification

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to California Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead all parties agree that pursuant to California Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by California Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement.

2. Insurance

Each party shall maintain its own insurance coverage, through commercial insurance, self-insurance or a combination thereof, against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this Agreement.

Exhibit E: Cost Computation Fiscal Year 2023-24

City of Carpinteria
FY 23/24 Contract Cost
Exhibit E

Patrol Costs	FTE	Total Contract Cost
Direct Patrol		
Sheriff's Deputy	11.00	$2,200,324
Patrol Support		
Sheriff's Deputy II- Spcl Duty	0.75	165,793
AOP II	1.00	114,358
Chief Deputy Sheriff	0.10	42,413
Sheriff's Commander	0.18	69,302
Sheriff's Lieutenant	0.50	163,352
Sheriff's Sergeant	2.00	526,866
Menu Item Positions		
Sheriff's Deputy II- Spcl Duty (CRD)	1.00	221,057
Contract Services Bureau		
Sheriff's Lieutenant	0.13	40,838
Dept Bus Spec II	0.20	31,450
Other Staffing / Indirect		
Other Staffing Charges (UI, WC, LI)		378,888
Indirect Rate		346,032
Total Patrol Cost		***4,300,673***
Law Enforcement Support Costs		
Public Safety Dispatch Costs		203,158
Other Direct Charges		
Services & Supplies		89,853
CSB - Services & Supplies		18,440
DST/FTO		182,950
WC Credit		(14,461)
Overtime		66,393
Motor Pool		173,475
Radio/Communications		39,233
Direct Overhead Costs (S&B and S&S)		
Forensics		73,800
Criminal Records		133,600
Investigations		524,300
Property & Evidence		47,000
Narcs		66,300
Intelligence		41,100
High Tech Crimes		41,800
Total Salary		71,400
Total Law Enforcement Support		***1,758,341***
Total Contract for FY 23-24		***$6,059,014***

Notes:
UI = Unemployment Insurance; WC = Workers Compensation Insurance; LI = Liability Insurance
ICR = Indirect Contract Rate; S&B = Salaries & Benefits; S&S = Services & Supplies

9/25/23 City Council Meeting

Same Take Action from
9/11/23 City Council Meeting

Take Action

Home / Advocacy / Take Action

Cal Cities' advocacy efforts are strongest when joined by the voices of city leaders. Below is a list of current legislative proposals that local officials should act on to support cities' top legislative priorities, along with sample support or opposition letters.

ACA 13 (Ward) Voting thresholds
ACA 13 would require ballot measures that increase voter approval requirements to also pass by the same margin. The measure would also preserve the right of cities to place advisory questions asking voters their opinions on the ballot. Take action today by sending a letter of SUPPORT to your assembly member.

AB 1484 (Zbur) would drive up hiring costs and undermine critical government services
AB 1484 would require local public employers to include temporary employees in the same bargaining unit as permanent employees upon request of the recognized employee organization. Cities would also need to bargain the terms for both employment classifications under a single memorandum of understanding. Take action today by sending a letter of OPPOSITION to your senator before Aug. 30.

OPPOSE SB 423 (Wiener) and AB 309 (Lee)
These measures would greatly expand state authority to approve housing on state-owned or -leased lands without following local zoning or development standards.

SB 423 would greatly expand SB 35 (Chapter 366, Statutes of 2017) and require cities to ministerially approve certain multifamily housing projects without public input or environmental review, even on parcels under the California Coastal Commission's jurisdiction. Cities would have no ability to impose zoning standards, objective standards, or design review requirements on state-owned or -leased land.

AB 309 would create the Social Housing Program within the Department of General Services to facilitate the construction of government-owned housing on leased state property or excess state-owned property. Cities would have no ability to impose zoning standards, objective standards, or design review requirements on state- owned or -leased land.

SB 423 and AB 309 have not been set for a hearing in the Appropriations Committees. However, they will be heard sometime between Aug. 14 and Sept. 1.

Voice your opposition TODAY by submitting a letter to YOUR SENATOR opposing AB 309 and submitting a letter to YOUR ASSEMBLY MEMBER opposing SB 423. Click here to find your Senator and Assembly Member.

State Ballot Measure Restricting Voters' Input and Local Taxing Authority

The anti-local control California Business Roundtable measure has qualified for the November 2024 ballot. This anti-local control measure will decimate vital local and state services to the benefit of the largest and wealthiest corporations in California. Cal Cities, along with a broad coalition of local governments, labor, public safety, education, and infrastructure advocates, strongly oppose this initiative.

Make sure your city's voice is heard by adopting a resolution opposing the harmful measure. Adopted city resolutions can be sent to BallotMeasures@calcities.org. For information about how the measure could impact your community, contact your local public affairs manager.