

City of Carpinteria
City Council Regular Meeting Agenda
Monday, February 26, 2024
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/>.
- 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.
- Join the City's Zoom webinar 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.
- Spanish interpretation will be available at the in-person meeting and through the City's Zoom webinar.

Public Comments

- Provide a live public comment in City Council Chambers at City Hall (5775 Carpinteria Ave.).
- 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. 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, or (2) the **eComment** link on the City's agenda website available at <https://carpinteriaca.gov/city-hall/agendas-meetings/>.

Please reference the agenda item to which your comment pertains. Although 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.

Levine Act Warning

Applicants and their agents before the City Council are subject to the campaign disclosure provisions detailed in Government Code Section 84308. No City Council Member may accept, solicit, or direct a contribution of more than \$250 from any party or agent for 12 months following the date a final decision is rendered by the City. This prohibition commences when an application has been filed, or the proceeding is otherwise initiated. A party to a City proceeding—which includes both applicants and agents—shall disclose on the record of the proceeding any contribution of more than \$250 made to any Council Member by the applicant or agent, during the preceding 12 months. No party to a City proceeding, or agent, shall make a contribution to a Council Member during the proceeding and for 12 months following the date a final decision is rendered by the City. Prior to rendering a decision on a City proceeding, any Council Member who received contribution of more than \$250 within the preceding 12 months from any party, or agent, to a proceeding shall disclose that fact on the record of the proceeding, and shall be disqualified from participating in the proceeding. However, if any Council Member receives a contribution that otherwise would require disqualification, and returns the contribution within 30 days of knowing about the contribution and the relevant proceeding, the Council Member shall be permitted to participate in the proceeding. If you believe that these provisions apply to you or a Council Member, please inform the City Clerk at the earliest possible opportunity. Failure to do so may affect the City's ability to process your application.

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:

1. Proclamation Designating the Month of March 2024 as “Women’s History Month”. *(Requires approval prior to presentation of proclamation.)*
2. Proclamation Designating Thursday, March 7, 2024 as California Arbor Day in the City of Carpinteria. *(Requires approval prior to presentation of proclamation.)*

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 or as otherwise specified below.

- a. Senior Services Programming
- b. City Employee Updates
- c. Updates on Capital Improvement Projects
- d. Updates on Development Applications
- e. Other City/Community Updates

PLANNING COMMISSION ACTIONS: NONE

The City Council may vote to appeal a decision of the Planning Commission to itself by majority vote (CMC 14.78.040(2)).

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 Mayor may establish reasonable regulations for public comment based on the time available and/or the number of persons waiting to speak. Typically, the Council’s practice has been to limit each speaker to three minutes. 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.

3. Approve the minutes of the regular meeting held February 12, 2024.
4. Receive and file the Expenditures for the period beginning February 5, 2024 and ending February 16, 2024.
5. Receive and file the Report of Contracts Executed by the City Manager for the Period of January 16, 2024 through February 19, 2024.
6. Receive and file the Monthly City Treasurer's Report on Compliance with Statement of Safekeeping and Investment of Public Funds for January 2024.
7. Adopt Ordinance No. 777 (second reading), amending Carpinteria Municipal Code Section 2.52 pertaining to abandoned and unattended personal property. *(This motion requires a roll call vote.)*
8. Adopt Resolution No. 6291, amending Resolution No. 6152 regarding the City Manager's Designation of a City Manager Pro Tempore during periods of time when the City Manager makes such designations.

ADMINISTRATIVE MATTERS:

9. Agreement with West Coast Arborists, Inc. for Tree Maintenance Services.

Recommendation: Authorize the City Manager to execute a five-year Agreement with West Coast Arborists, Inc. for tree maintenance services in an amount not-to-exceed \$537,586. *(This motion requires a roll call vote.)*

Staff Presenter: John L. Ilasin, Public Works Director

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

PUBLIC HEARING: 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:

10. Commend Carpinteria Volunteer of the Year nominees for their service in 2023 and select one nominee as the Volunteer of the Year to be awarded at the Carpinteria Community Association's Community Awards Banquet.

Recommendation: (1) Commend Carpinteria Volunteer of the Year nominees for their service in 2023 and select a Volunteer of the Year recipient and (2) Direct City staff to prepare a Resolution for the Volunteer of the Year awardee to be adopted at a future City Council meeting.

Staff Presenter: Olivia Uribe Mutal, Program Manager

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

11. Consideration of potential priorities / tactical deliverables and measures and metrics to support City Council adopted goals for the Fiscal Year 2024-25 Annual Work Plan.

Recommendation: Receive presentation and approve potential priorities / tactical deliverables and measures and metrics to support City Council adopted goals for the Fiscal Year 2024-25 Annual Work Plan.

Staff Presenter: Michael Ramirez, 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: Benefield and Salant)
- j. Public Facility Site Acquisition/Development Committee (Clark & Nomura)
- k. City Council Boards, Commissions and Committees Interview Committee (Clark & Nomura/ Alt. Lee)

- I. Sustainability Committee (Nomura & Solórzano)
- 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)
 - d. Harbor Seal Advisory Committee (Solórzano & Alarcon)
 - e. Appointment Process Committee (Alarcon & Clark)
- 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 March 11, 2024 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, February 21, 2024, in the City Clerk's Office, on the City Hall Public Notices Board, and on the Internet.



PROCLAMATION

A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA DESIGNATING THE MONTH OF MARCH 2024 AS "WOMEN'S HISTORY MONTH"

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

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

WHEREAS, the Carpinteria Woman's Club is dedicating the month of March, 2024 to showcase diverse and comprehensive programming to educate, elevate and celebrate the achievements, courage, and strength of "Women Making Change", to honor the women who fought to win suffrage rights for women and the bravery of Black women who fought for decades after to exercise their right to vote, and to support the continuing efforts of women in upholding voting and human rights for all Americans; and

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, the City Council of the City of Carpinteria does hereby proclaim March 2023 as "WOMEN'S HISTORY MONTH" in the **CITY OF CARPINTERIA**.

IN WITNESS WHEREOF, the Mayor hereunto set their hand and caused the official seal of the City of Carpinteria, California to be affixed this 26th day of February, 2024.

ATTEST:

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



Al Clark, Mayor
City of Carpinteria



PROCLAMATION

A PROCLAMATION OF THE CARPINTERIA CITY COUNCIL DESIGNATING THURSDAY, MARCH 7, 2024 AS CALIFORNIA ARBOR DAY IN THE CITY OF CARPINTERIA

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

WHEREAS, Thursday, March 7, 2024 has been designated as California Arbor Day and Friday, April 26, 2024 as National Arbor Day; and

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

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

NOW, THEREFORE, I, Al Clark, on behalf of the Carpinteria City Council, do hereby proclaim Thursday, March 7, 2024, as "CALIFORNIA ARBOR DAY" in Carpinteria and urge all citizens to recognize the importance of trees.

IN WITNESS THEREOF, I have hereunto set my hand and caused the official seal of the City of Carpinteria, California, to be affixed this 26th day of February, 2024.

Al Clark, Mayor
City of Carpinteria

ATTEST:

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



MEMORANDUM



Council Meeting Date: February 26, 2024

To: Honorable Mayor and City Council

From: Michael Ramirez, City Manager

Subject: **City Manager's Report**

SENIOR SERVICES PROGRAMMING

See recruitment information below.

CITY EMPLOYEE UPDATES

Recruitments

Below is a list of current recruitments for full-time positions. Additional information, including part-time positions, are available at <https://carpinteriaca.gov/city-hall/human-resources/>

- Assistant City Manager
 - First round of interviews scheduled for 2/29.
- Parks, Recreation, and Community Services Director (Conducted by Bob Murray & Associates)
 - Open Now
 - Filing deadline: March 1, 2024
 - Current number of applications received: 58
- Recreation and Community Services Coordinator
 - Interviews conducted 2/13/24.
 - Selection made: Congratulations to Jena Jenkins!
- Aquatics Superintendent
 - Total applications received: 8
 - Human Resources (HR) currently screening applications.
 - Interviews: Delayed until early to mid-March

UPDATES ON CAPITAL IMPROVEMENT PROJECTS

No updates

UPDATES ON DEVELOPMENT APPLICATIONS

No updates

OTHER CITY/COMMUNITY UPDATES

Carpinteria Bluffs Nature Preserve

On December 6, 2023, representatives from The Land Trust for Santa Barbara County, The Citizens for the Carpinteria Bluffs, Carpinteria Open Space Management Board, and City staff conducted the annual site visit at the bluffs to monitor the conditions and maintenance needs of the bluffs. The resulting report reflected that the easement area appeared to be in good shape and no violations were observed during the visit. One item that was identified in need of attention was the eucalyptus grove area close to Bob's Trail. The report recommended pruning of the understory of those trees. The Santa Barbara Land Trust provides an annual disbursement from the Carpinteria Bluffs Endowment Fund to the City, and we are happy to report that part of those funds were utilized to resolve this maintenance need at the Bluffs. The pruning of the understory of those eucalyptus trees was completed the first week February. The resulting woodchips will be repurposed to replenish the coastal trail segment behind the S & S Seeds property in the upcoming weeks.

Winter El Niño Update

The City Manager, or their designee, will provide information on recent storm events, current forecasts, and County and/or City preparations and response.

2023 Pavement Maintenance and Rehabilitation Project- Public Workshop

A Public Workshop was conducted on February 21, 2024, in Council Chamber. The purpose of the workshop was to provide education to and seek input from those properties (i.e., residents, tenants, occupants) that directly front the streets of the proposed improvements. The general scope of work includes pavement maintenance and rehabilitation, pedestrian facility upgrades (e.g., curb ramps and sidewalks) as needed for compliance with the Americans with Disabilities Act (ADA), and drainage improvements. The objective of this project is to both rejuvenate pavement and rehabilitate pavement using technologies and material recycling techniques that lower greenhouse gas emissions and reduce the cost of pavement maintenance through material choice and construction methods, and to provide for ADA accessibility upgrades.

**City of Carpinteria
City Council Minutes
Regular Meeting
Monday, February 12, 2024**

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, City Manager
Jena Shoaf Acos, on behalf of Brownstein Hyatt Farber
Schreck, LLP acting as City Attorney of the City
of Carpinteria
Sydney Rennie, on behalf of Brownstein Hyatt Farber
Schreck, LLP acting as City Attorney of the City
of Carpinteria (present via Zoom)
Brian C. Barrett, City Clerk
Teresa Ilasin, Management Analyst II
Nick Bobroff, Community Development Director
John L. Ilasin, Public Works Director
Stephon Downes, Management Analyst I
Mindy Fogg, Principal Planner
Aida Thau, Management Analyst II
Josefina Arechiga, Assistant Engineer

PLEDGE OF ALLEGIANCE

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

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

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

AGENDA MODIFICATIONS: NONE

INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS:

1. Presentation of Proclamation Designating February 2024 as Black History Month. *(Proclamation previously approved at January 22, 2024 Council meeting.)*

There was no public comment.

Mayor Clark and the Council presented the proclamation to Dianne Travis-Teague with Pacifica Graduate Institute who provided remarks.

2. Resolution No. 6289, Congratulating Contract Building Inspector Roy W. Harthorn on His Retirement and Commending and Thanking Him for 26 Years of Loyal and Dedicated Service to the City of Carpinteria. *(Requires approval prior to presentation of resolution.)*

Speakers in-person: Dave Durflinger

Motion by Councilmember Nomura, seconded by Councilmember Lee, to adopt Resolution No. 6289. Upon voice vote, the motion carried unanimously.

Mayor Clark and the Council presented Resolution No. 6289 to Mr. Harthorn who provided remarks.

3. Plaque Honoring Former City Manager Dave Durflinger's Service.

City Manager Ramirez reported on the plaque unveiling ceremony held in front of the flag pole at the main entrance to City Hall earlier this afternoon to recognize former City Manager Dave Durflinger's service and he showed a photo from the event.

4. Presentation of Employee Service Awards.

Management Analyst II Ilasin recognized the following employees for their years of service to the City:

Five-Year Recognition

- Dan Chepley, Chief Building Inspector
- Tim Gray, Maintenance Worker II
- Robert Howard, Public Works Supervisor
- John Ilasin, Public Works Director
- Licette Maldonado, Administrative Services Director
- Henry Menendez, Code Compliance Officer II
- Maria Olivas, Office Assistant II

- Marysol Smith, Associate Planner

Ten-Year Recognition

- Brian Barrett
- Erin Maker

Fifteen-Year Recognition

- Nick Bobroff, Community Development Director
- Manny Gonzalez, Senior Parks and Facilities Maintenance Technician
- David Hernandez, Code Compliance Supervisor
- David Huff, Public Works Lead
- Anthony Vega, Maintenance Worker II

Thirty-Five Year Recognition

- Lorena Esparza, Administrative Assistant II

City Manager Ramirez handed out service awards to recognized employees except for Henry Menendez who was unable to attend.

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

Mayor Clark temporarily adjourned the meeting at 6:05 pm.

RECONVENE THE REGULAR MEETING OF THE CITY COUNCIL

Mayor Clark reconvened the meeting at 6:37 pm.

PUBLIC INFORMATION REPORTS AND ANNOUNCEMENTS

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

CITY MANAGER'S REPORT

- a. Senior Services Programming

City Manager Ramirez reported on the Senior Barn Dance.

- b. City Employee Updates

City Manager Ramirez provided an update on the following recruitments: Assistant City Manager; Parks, Recreation and Community Services Director; Recreation and Community Services Coordinator; and Aquatics Superintendent.

c. Updates on Capital Improvement Projects

None.

d. Updates on Development Applications

None.

e. Other City/Community Updates

City Manager Ramirez reported on the Junior Lifeguards Program, the Annual Work Plan Meeting #2 scheduled on February 26th, and the tree removal on the 5700 block of Via Real.

f. Planning Commission Actions – City Council may vote to appeal a decision of the Planning Commission to itself by majority vote (CMC 14.78.040(2))

Councilmember Solórzano recused herself on the Planning Commission Actions due to her residence being within 500 feet of the project voted on at the February 5, 2024 Planning Commission meeting and left the Council Chambers at 6:50 pm.

Community Development Director Bobroff reported on the Planning Commission actions from its meeting of February 5th.

Speakers in-person: Amrita Salm and Mike Wondolowski representing the Carpinteria Valley Association

Speakers via Zoom: Brad Stein

Motion by Councilmember Lee, seconded by Councilmember Nomura, for the City Council to appeal the decision of the Planning Commission at its meeting of February 5, 2024 regarding the 4745 Carpinteria Avenue Mixed Use Development Project. Upon voice vote, the motion carried unanimously with Councilmember Solórzano absent due to her recusal.

Community Development Director Bobroff announced that staff would prepare the staff report packet and return to an upcoming Council meeting.

Councilmember Solórzano returned to the dais at 7:10 pm.

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA

Speakers in-person: Will Carleton, Ron Seigel (was not present to speak), Stephen Marcussen, Rick Olmstead, Nick Boden, Davis Mersereau, and Luci Rogers

Emails distributed: Amber Kaplan representing the Library Advisory Commission

Community Development Director Bobroff responded to Mr. Boden's comments regarding the process and timeline for his project on Linden Avenue. He also responded to Mr. Carleton's comments regarding the Rincon Multi-Use Trail Project and Mr. Marcussen's comments regarding live entertainment and live music.

City Manager Ramirez also responded to Mr. Marcussen's comments regarding live entertainment, live music, and anonymous service requests.

Mayor Clark recessed to a break at 7:41 pm and reconvened the meeting at 7:47 pm.

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. Upon voice vote, the motion carried unanimously.

5. Approve the minutes of the regular meeting held January 22, 2024 and the special meeting held January 29, 2024.
6. Receive and file the Expenditures for the period beginning January 15, 2024 and ending February 2, 2024.

ADMINISTRATIVE MATTERS:

7. Accept Proposal from VIDIFLO, LLC in the Amount of \$32,221.37 for Replacement of the Government Access Television (GATV) Equipment.

Recommendation: Accept Proposal from VIDIFLO, LLC in the amount of \$32,221.37 for replacement of the Government Access Television (GATV) equipment. *(This motion requires a roll call vote.)*

City Clerk Barrett presented the staff report.

There was no public comment.

Motion by Councilmember Nomura, seconded by Councilmember Solórzano, to accept the proposal from VIDIFLO, LLC in the amount of \$32,221.37 for the replacement of the Government Access Television (GATV) equipment. The roll call vote on the motion was as follows:

AYES: Councilmember Lee, Councilmember Nomura, Councilmember Solórzano,

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

The motion carried unanimously.

8. Request Letter to Cox Communications to Provide Public, Education, and Government (PEG) Channels in Hi-Definition (HD).

Recommendation: Approve and authorize the Mayor to sign a letter to COX Communications requesting COX provide hi-definition (HD) to public, education, and government (PEG) channels.

City Clerk Barrett presented the staff report.

There was no public comment.

Motion by Councilmember Nomura, seconded by Councilmember Solórzano, to approve and authorize the Mayor to sign and transmit a letter to COX Communications requesting COX provide hi-definition (HD) to public, education, and government (PEG) channels. Upon voice vote, the motion carried unanimously.

PUBLIC HEARING:

9. Continuation of Public Hearing for Approval of the Measure A Five-Year Local Program of Projects for Fiscal Years 2024-25 through 2028-29.

Recommendation: Open the public hearing, receive public comment, keep public hearing open, and continue the public hearing for approval of the Measure A Five-Year Local Program of Projects for Fiscal Years 2024-25 through 2028-29 to the March 11, 2024 Council meeting.

Public Works Director Ilasin introduced Management Analyst I Downes who provided the staff report.

Mayor Clark opened the public hearing at 8:01 pm and there was no public comment.

Motion by Councilmember Solórzano, seconded by Councilmember Nomura, to continue the public hearing for approval of the Measure A Five-Year Local Program of Projects for Fiscal Years 2024-25 through 2028-29 to the March 11, 2024 Council meeting. Upon voice vote, the motion carried unanimously.

10. Approval and adoption of Resolution No. 6290, establishing Renter Relocation Assistance Payment amounts for No-Fault Just Cause Evictions pursuant to Carpinteria Municipal Code (CMC) Chapter 7.04.

Recommendation: Adopt Resolution No. 6290 (Attachment A), establishing Renter Relocation Assistance Payment amounts for No-Fault Just Cause Evictions pursuant to Carpinteria Municipal Code Chapter 7.04.

Community Development Director Bobroff introduced Principal Planner Fogg who presented the staff report and PowerPoint presentation.

Mayor Clark opened the public hearing at 8:12 pm and being there was no public comment, closed the public hearing at 8:12 pm.

Motion by Councilmember Solórzano, seconded by Councilmember Nomura, to approve and adopt Resolution No. 6290, establishing Renter Relocation Assistance Payment amounts for No-Fault Just Cause Evictions pursuant to Carpinteria Municipal Code Chapter 7.04. Upon voice vote, the motion carried unanimously.

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:

11. Approval of standardized design for single-use dog parks within the City of Carpinteria (City), including at Monte Vista Park, and associated budget appropriation.

Recommendation: Approval of a (1) standardized design for single-use dog parks within the City including for the Monte Vista Pilot Project, and (2) a budget appropriation of \$12,000 from the General Fund Reserve to the Park Maintenance Fund for construction of the Monte Vista Pilot Project. *(This motion requires a roll call vote.)*

Management Analyst II Thau and Assistant Engineer Arechiga presented the staff report and PowerPoint presentation.

Speakers in-person: Lorraine McIntire and Van Fleisher both representing C-DOG, and Sandra Duncan

Emails distributed: Mike and Debi Stoker

The City Council provided the following feedback on the fence height and the two recommended locations to consider establishing additional dedicated dog parks:

Councilmember Lee:	Six foot fence; City Hall and Casitas Pass
Councilmember Solórzano:	Six foot fence; Casitas Pass (City Hall location not big enough)
Vice Mayor Alarcon:	Six foot fence; City Hall and Casitas Pass
Councilmember Nomura:	Six foot fence; City Hall and Casitas Pass
Mayor Clark:	Six foot fence; Casitas Pass (City Hall location not big enough)

Motion by Councilmember Lee, seconded by Councilmember Nomura, to approve the standardized design for future single-use dog parks, including the design for the Monte Vista Pilot Project and authorize a budget appropriation of \$12,000 from the General Fund Reserve to the Park Maintenance Fund for construction of the Monte Vista Pilot Project.

Management Analyst II Thau sought clarification if Council was approving the design for the shared (small and large dog) dog park or the separated small dog and large dog spaced dog park. The Council approved both designs.

The roll call vote on the motion was as follows:

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

The motion carried unanimously.

12. Approve the first reading of Ordinance No. 777, an Ordinance of the City Council of the City of Carpinteria, amending Carpinteria Municipal Code Section 2.52 pertaining to abandoned and unattended personal property.

Recommendation: (1) Approve the first reading of Ordinance No. 777, amending CMC Section 2.52, as read by title only; (2) Find that approval and adoption of Ordinance No. 777 is exempt from CEQA pursuant to Sections 15060(c)(2), 15060(c)(3), and 15061(b)(3) of the CEQA Guidelines. *(This motion requires reading of ordinance title and a roll call vote.)*

Legal Counsel Acos and Rennie provided the staff report and PowerPoint presentation.

There was no public comment.

Motion by Councilmember Solórzano, seconded by Councilmember Nomura, to (1) approve the first reading of Ordinance No. 777, amending CMC Section 2.52, as read by title only; and (2) find that approval and adoption of Ordinance No. 777 is exempt from CEQA pursuant to Sections 15060(c)(2), 15060(c)(3), and 15061(b)(3) of the CEQA Guidelines.

City Clerk Barrett read aloud the ordinance title into the record.

The roll call vote on the motion was as follows:

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

NOES: None

ABSENT: None

ABSTAIN: None

The motion carried unanimously.

LEGISLATIVE UPDATE:

City Manager Ramirez provided the usual attachment from the League of California Cities.

Councilmember Solórzano asked if the City had sent a letter regarding the State ballot initiative. City Manager Ramirez believed a letter had been sent and noted that staff would check and let the Council know.

COMMITTEE REPORTS, INQUIRIES AND OTHER MATTERS PRESENTED BY COUNCILMEMBERS

Councilmember Solórzano reported on her attendance at:

- Santa Barbara Metropolitan Transit District Board meeting on February 6th where the Board reviewed mid-year fiscals and second quarter performance reports; noted ridership is up
- Harbor Seal Advisory Committee meeting on January 24th where the Committee reviewed the Harbor Seal Rookery Report of 2023, talked about educational measures such as signs and the Carpinteria Seal Watch website, and discussed beach closure and protection measures
- Councilmember Solórzano was unable to attend BEACON meeting; however, Mayor Clark attended and he noted that discussion was centered on the recent storm results.

Vice Mayor Alarcon reported on her attendance at the Santa Barbara Joint Affordable Housing Task Force and the Santa Barbara County Elected Leaders Forum to Address Homelessness and she would report back at the next Council meeting.

ATTENDANCE OF COUNCILMEMBERS FOR FUTURE MEETINGS

All Councilmembers are expected to be in attendance at the February 26th regular City Council meeting.

ADJOURNMENT

Mayor Clark adjourned the meeting at 9:13 pm.

Al Clark, Mayor

ATTEST:

Brian C. Barrett, CMC, CPMC
City Clerk



City of Carpinteria

COUNCIL AGENDA STAFF REPORT February 26, 2024

ITEM FOR COUNCIL CONSIDERATION

Expenditures for the period beginning February 05, 2024 and ending February 16, 2024.

STAFF RECOMMENDATION

Receive and file Warrant Register for the period of February 05, 2024, through February 16, 2024, 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 February 05, 2024 and ending February 16, 2024.

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: Michael Ramirez, City Manager
(805) 755-4450, MichaelR@carpinteriaca.gov


Signature



Warrant Register

Carpinteria, CA

Date Range: 02/05/2024 - 02/16/2024

Vendor Number	Vendor Name	Payment Date	Payment Amount	Number
Payable #	Payable Type	Payable Description		
Bank Code: AP Bank-AP Bank				
Payment Type: Regular				
1GDD-KTTV-3NJV	AMAZON CAPITAL SERVICES INC	02/08/2024	2,115.45	102948
1NQX-QCC6-61FR	Invoice	LEGAL SIZE MANILLA FILE FOLDERS		
1Q3W-YKHY-M3LQ	Invoice	2 36 PACKS PENS FOR CITY HALL		
	Invoice	3 OFFICE CHAIRS, TONER, SURGE PROTECTORS		
555019	ANIMAL MEDICAL CLINIC	02/08/2024	593.26	102949
555214	Invoice	NOV23 EMERGENCY OUT OF CONTRACT VET SERVICES		
555251	Invoice	NOV23 EMERGENCY OUT OF CONTRACT VET SERVICES		
555422	Invoice	NOV23 EMERGENCY OUT OF CONTRACT VET SERVICES		
555659	Invoice	NOV23 EMERGENCY OUT OF CONTRACT VET SERVICES		
555693	Invoice	NOV23 EMERGENCY OUT OF CONTRACT VET SERVICES		
555855	Invoice	NOV23 DOG LICENSING ISSUANCE		
IN2955652	BASIC	02/08/2024	127.00	102950
	Invoice	DEC23 MONTHLY FSA ADMIN FEE		
87122	CANNON	02/08/2024	10,832.81	102951
	Invoice	DEC23 2022 PAVEMENT REHABILITATION		
528364	CARPINTERIA VALLEY LUMBER CO	02/08/2024	780.03	102952
528377	Invoice	CONCRETE FOR SIGN WORK		
528378	Invoice	21 PIECES 2X4 DOUGLAS FIR FOR SHOP		
528456	Credit Memo	OUTLET CAP RETURNED		
528603	Invoice	WOOD, HARDWARE FOR VETS HALL, LIBRARY SIGNS		
528607	Invoice	LUBRICANT, STAPLES FOR SHOP SUPPLIES		
528639	Invoice	4 EA. 4X8X12 PLYWOOD FOR SHOP		
528672	Invoice	4X8 PLYWOOD FOR SHOP		
528727	Invoice	TOILET REPAIR PARTS-LIBRARY, OUTLET CAP FOR SHOP		
528751	Invoice	3 EA. 4X8 LUAN FOR SHOP		
	Invoice	TURN STOPS FOR MONTE VISTA RESTROOM SINKS		
CARP CITY JAN24 SERVICE	CARPINTERIA VALLEY WATER DISTRICT	02/08/2024	15,155.66	102953
	Invoice	JAN24-WATER FOR MULTIPLE LOCATIONS		
INV0005300	CITY OF SANTA BARBARA CD-RHMP	02/08/2024	4,507.75	102954
	Invoice	FY23/24 Q2 RENTAL HOUSING MEDIATION PROGRAM		
60824	COASTAL VIEW NEWS	02/08/2024	1,115.00	102955
60826	Invoice	NOTICE INVITING BIDS AD 1/18/24		
60832	Invoice	ARB REVIEW CARP FARM PROJECT AD 1/18/24		
60833	Invoice	SUMMARY OF ORD 776 AD 1/25/24		
	Invoice	NOTICE OF PUBLIC MEETING AD 1/25/24		
63219	COUNTY SANITATION COMPANY INC STEWARTS & SELZER PL	02/08/2024	3,200.00	102956
63220	Invoice	DEC23 SKATE PARK CATCH BASIN CLEAN OUT 12/28/23		
	Invoice	DEC23 ASH STREET BERM CLEAN-UP 12/28/23		
INV0005301	DAVID HUFF	02/08/2024	48.44	102957
	Invoice	BOOT INSERT REIMBURSEMENT		
10693	EVERSHADE EXTERIOR CLEANING SOLUTIONS	02/08/2024	475.00	102958
	Invoice	JAN24 CLEANING OF TRASH CANS AT CARP & LINDEN AVE		
FEB24 209-188-2500-061589-5	FRONTIER COMMUNICATIONS	02/08/2024	157.61	102959
	Invoice	FEB24 PHONE & INTERNET - LG TOWER		
INV0005302	GILBERT PUNSALAN	02/08/2024	95.00	102960
	Invoice	PETTY CASH REPLENISHMENT 2/8/24		
	GRAINGER	02/08/2024	209.24	102961

9963928305	Invoice	PLUG-IN TRANSFORMER FOR VIOLA FIELD RESTROOM		
9965930119	Invoice	CHROME SOCKETS, PAPER TOWEL DISPENSERS VETS HALL		
9968292137	Invoice	CHROME SOCKETS, PAPER TOWEL DISPENSERS VETS HALL		
E5A05W	HAAKER EQUIPMENT COMPANY	02/08/2024	11,772.00	102962
	Invoice	12/20/23-1/16/24 HAAKER STREET SWEEPER RENTAL		
115183	IMPULSE ADVANCE COMMUNICATIONS	02/08/2024	1,647.89	102963
	Invoice	MAR24 PHONE SERVICES		
150 151	JUAN O'S MOBILE REPAIR	02/08/2024	875.00	102964
	Invoice	BEACH TRACTORS 1 & 2 TUNE UP 1/8/24		
	Invoice	JOHN DEERE TRACTOR TUNE UP 1/9/24		
11717-6	LASH CONSTRUCTION INC	02/08/2024	82,713.46	102965
	Invoice	PAY REQUEST - SKATE PARK		
9311227692	LAWSON PRODUCTS INC	02/08/2024	155.50	102966
	Invoice	HARDWARE FOR INVENTORY		
1820 INV-11799-B1R9L6	LEAGUE OF CA CITIES	02/08/2024	7,042.00	102967
	Invoice	MEMBERSHIP DUES FOR CHANNEL COUNTIES DIVISION 2024		
	Invoice	MEMBERSHIP DUES FOR CALENDAR YEAR 2024		
JAN24 9800 338916 4	LOWE'S	02/08/2024	488.78	102968
	Invoice	JAN24 CARD PAYMENT		
520880085 520880086 520902639 520922834 520922836	MISSION UNIFORM SERVICE	02/08/2024	371.85	102969
	Invoice	MAT REPLACEMENT, UNIFORM CLEANING 1/22/24		
	Invoice	TOWEL & MAT REPLACEMENT-CITY HALL 1/22/24		
	Invoice	TOWEL & MAT REPLACEMENT-VETS HALL 1/22/24		
	Invoice	MAT REPLACEMENT, UNIFORM CLEANING 1/29/24		
9012	Invoice	TOWEL & MAT REPLACEMENT-CITY HALL 1/29/24		
	MUNICIPAL MANAGEMENT ASSOCIATION OF SOUTHERN CAL	02/08/2024	125.00	102970
49474	Invoice	FY24 MMASC FULL MEMBERSHIP O. URIBE MUTAL		
	NEW BEGINNINGS COUNSELING CENTER	02/08/2024	4,597.53	102971
PC010441460	Invoice	DEC23 SAFE PARKING PROGRAM		
	QUINN COMPANY	02/08/2024	15.17	102972
19536	Invoice	YELLOW PAINT FOR BACKHOE		
	ROADLINE PRODUCTS INC USA	02/08/2024	398.80	102973
43387 43623 43693	Invoice	POSTS FOR SIGN WORK		
	ROCKWELL PRINTING	02/08/2024	158.62	102974
168027 168160	Invoice	BUSINESS CARDS ANDREA ADAMS MODERN		
	Invoice	NAME PLATE DAVID HERNANDEZ		
	Invoice	BUSINESS CARDS M. MUSULF		
137684710-001	SANTA BARBARA PEST CONTROL	02/08/2024	215.00	102975
	Invoice	JAN24 PEST CONTROL AT CITY HALL		
	Invoice	JAN24 PEST CONTROL AT VETS HALL		
JAN24 700201069122 JAN24 700230547624 JAN24 700247140684 JAN24 700255596559 JAN24 70026659490 JAN24 700274833982 JAN24 700291369452 JAN24 700465507084 JAN24 700477662295 JAN24 700525378417 JAN24 700604790697	SITEONE LANDSCAPE SUPPLY (ALL AROUND)	02/08/2024	23.76	102976
	Invoice	FACE SHIELDS FOR COMMUNITY GARDEN		
JAN24 006 514 2700 7	SO CA EDISON	02/08/2024	8,404.19	102977
	Invoice	JAN24 ELECTRICITY-101 ASH AVE		
	Invoice	JAN24 ELECTRICITY-5103 CARPINTERIA AVE		
	Invoice	JAN24 ELECTRICITY-1 CARPINTERIA TC1		
	Invoice	JAN24 ELECTRICITY-100 LINDEN		
	Invoice	JAN24 ELECTRICITY-1115 LINDEN AVE B PED		
	Invoice	JAN24 ELECTRICITY-901 CACTUS LN EV EV		
	Invoice	JAN24 ELECTRICITY-MULTIPLE LOCATIONS		
	Invoice	JAN24 ELECTRICITY-4950 9TH ST BT HM		
	Invoice	JAN24 ELECTRICITY-901 CACTUS LN LGHT LGHT		
	Invoice	JAN24 ELECTRICITY-931 WALNUT AVE & 4851 5TH ST		
	Invoice	JAN24 ELECTRICITY-CAPP AV/CSTS PAS 609		
JAN24 006 514 2700 7	SO CAL GAS	02/08/2024	6,840.62	102978
	Invoice	NATURAL GAS 5305 CARPINTERIA AVE (POOL)		

JAN24 014 914 3239 7	Invoice	NATURAL GAS 5103 CARPINTERIA AVE (FRIENDS OF THE L		
JAN24 016 913 9500 6	Invoice	NATURAL GAS 5775 CARPINTERIA AVE (CITY HALL)		
JAN24 140 914 3084 4	Invoice	NATURAL GAS 941 WALNUT AVE (VETS HALL)		
	Taft Electric		02/08/2024	25,918.28 102979
70-7621	Invoice	LINDEN AVE & CARP AVE LOOPS		
	TRAFFIC TECHNOLOGIES LLC		02/08/2024	509.11 102980
46345	Invoice	WINDBREAKER RAIN GEAR FOR PUBLIC WORKS CREW		
	TRANSAMERICA EMPLOYEE BENEFITS		02/08/2024	599.71 102981
2505257806	Invoice	JAN24 EMPLOYEE PREMIUMS		
	TREESCAPES		02/08/2024	1,400.00 102982
388334877	Invoice	TREE REMOVAL EL CARRO PARK 1/5/24		
	WAXIE SANITARY SUPPLY		02/08/2024	306.62 102983
82228551	Invoice	BATH TISSUE, DISENFECTANT, PAPER TOWELS CITY HALL		
82235000	Invoice	URINAL DISENFECTANT ALL PARKS		
82241130	Invoice	URINAL DISENFECTANT CITY HALL, VETS HALL		
	WESTAIRE HEATING & CONDITIONING INC		02/08/2024	1,750.00 102984
20516	Invoice	DEC23 MAINTENANCE-CITY HALL		
20517	Invoice	DEC23 MAINTENANCE-VETS HALL		
	WEX BANK (76)		02/08/2024	419.25 102985
94951069	Invoice	JAN24 FUEL FOR CITY VEHICLES		
	MISSIONSQUARE		02/08/2024	8,166.83 102986
INV0005304	Invoice	Deferred Compensation Contribution-Part Time Emp		
INV0005305	Invoice	MissionSquareEmployee Contributions		
INV0005306	Invoice	MISSIONSQUARE Employee Contributions		
	SEIU LOCAL 620		02/08/2024	258.96 102987
INV0005307	Invoice	Employee Union Dues Contribution		
	ADVANTAGE TELECOM		02/15/2024	69.99 102988
157118	Invoice	FEB24 EMERGENCY PHONE LINE SERVICES		
	ALICE WISSING		02/15/2024	400.00 102989
01/24/24	Invoice	MINUTES FOR PLANNING COMMISSION MTG 11/06/23		
	AMAZON CAPITAL SERVICES INC		02/15/2024	10,336.84 102990
116K-947R-WJFR	Invoice	ZIP BOOKS-E. SWIKEHARDT		
11D4-6RN9-LD4C	Invoice	BOOKS FOR LIBRARY		
11QJ-VXF6-GMM6	Invoice	BOOKS FOR LIBRARY		
11TT-6H4G-1MKR	Invoice	DRY ERASE MARKERS FOR LIBRARY		
13CL-WJ76-K79M	Invoice	BOOKS FOR LIBRARY		
13KV-DCXW-RCHW	Invoice	ZIP BOOKS-J. WEINBENDER		
13KV-DCXW-VYLQ	Invoice	ZIP BOOKS-M. EDWARDS		
13QH-KHGJ-49K1	Invoice	ZIP BOOKS-C. POSTMA		
14HN-NYTY-1HVK	Invoice	SENSOR ALARM FOR HARBOR SEALS		
14N4-NXF4-9LPC	Invoice	BOOKS FOR LIBRARY		
161X-3WMG-PJQ6	Invoice	ZIP BOOKS-A. KAPLAN		
16CC-H6FD-66RD	Invoice	ZIP BOOKS-M.GARCIA		
16JF-9FWY-1XPV	Invoice	ZIP BOOKS-H. IBARRA		
16W1-4F4G-LM71	Invoice	ZIP BOOKS-J. LEWIS		
196P-4FRP-NWVD	Invoice	LIBRARY SUPPLIES FOR VOLUNTER PARTY		
19JX-3VFC-JYRQ	Invoice	ZIP BOOKS-V. MANLEY		
19NK-Y4DD-DVF1	Invoice	BOOKS FOR LIBRARY		
19RK-QGPM-TKNL	Credit Memo	BOOKS FOR LIBRARY		
19TK-PPQD-4G1F	Invoice	BOOKS FOR LIBRARY		
19XD-NQV6-NQQF	Invoice	OFFICE CHAIRS		
1C41-6L31-36TW	Credit Memo	BOOKS FOR LIBRARY		
1CJM-9GPY-RFRQ	Credit Memo	BOOKS FOR LIBRARY		
1CW1-YCCM-JYV4	Invoice	ZIP BOOK-A. RAMIREZ		
1DHR-D4JX-6HY1	Invoice	ZIP BOOKS-C. HOBSON		
1FNR-LMJK-XHGJ	Invoice	ART MARKERS FOR LIBRARY		
1G3T-KLQK-XKPJ	Invoice	SPECIAL PAPER FOR LIBRARY		
1GCJ-16RN-6GCC	Invoice	BOOKS FOR LIBRARY		
1HRY-9T7W-RNC1	Credit Memo	BOOKS FOR LIBRARY		
1HTT-9Y7D-GN3Q	Invoice	ZIP BOOKS-H. IBARRA		

1J3F-GYN9-J9KR	Credit Memo	BOOKS FOR LIBRARY			
1JC3-CHVQ-1QCJ	Invoice	98 IN SMART TV FOR LIBRARY			
1JYT-1WX4-W9LV	Invoice	BOOKS FOR LIBRARY			
1LN3-RX1P-KXRK	Invoice	BOOKS FOR LIBRARY			
1LR9-97TV-HM1C	Invoice	TONER CARTRIDGE FOR FINANCE			
1MWY-6Q4R-MK9P	Invoice	ZIP BOOKS-T. FURUTA			
1NPL-77HR-4RYK	Credit Memo	BOOKS FOR LIBRARY			
1NQD-1MFT-QDF7	Invoice	ZIP BOOKS-S. LARRIOS			
1PJ4-N3N4-6NF4	Invoice	ZIP BOOK-A. RIVERA			
1PRJ-6LWF-QQCR	Invoice	BOOKS FOR LIBRARY			
1Q3F-GTWP-T9GD	Invoice	BOOKS FOR LIBRARY			
1Q6F-KXPQ-N6K9	Invoice	OFFICE CHAIR			
1Q9Y-XH9K-H93M	Credit Memo	BOOKS FOR LIBRARY			
1QHC-9H3T-GFCX	Invoice	BOOKS FOR LIBRARY			
1QT7-XHM9-T9RH	Invoice	ZIP BOOKS-M. LOTZ			
1QY9-X6G4-9YV9	Invoice	BOOKS FOR LIBRARY			
1RM9-LQ6L-GT9C	Invoice	ZIP BOOKS-I. CHONGOVA			
1RT6-3DL1-JJYP	Invoice	ZIP BOOKS-S. LARRIOS			
1TGC-4TDC-XNFC	Invoice	ZIP BOOKS-D. MCGUIRE			
1V3Y-M9VF-CM1M	Invoice	BOOKS FOR LIBRARY			
1VRH-P3M7-THHL	Invoice	ZIP BOOKS-S. LARRIOS			
1X3W-Q39M-L16C	Invoice	ZIP BOOKS-A. BALLAT			
1X7F-TGHR-3DJL	Invoice	ZIP BOOKS-M. EDWARDS			
1XNK-1CR4-MRQ1	Credit Memo	BOOKS FOR LIBRARY			
1XYX-XJG4-1X6V	Invoice	BOOKS FOR LIBRARY			
1YYM-WHMJ-1K4Y	Invoice	BOOKS FOR LIBRARY			
1YYM-WHMJ-6637	Invoice	BOOKS FOR LIBRARY			
	Void		02/15/2024	-	102991
	Void		02/15/2024	-	102992
	Void		02/15/2024	-	102993
	ASBURY ENVIRONMENTAL SVCS		02/15/2024	155.00	102994
1500-01023759	Invoice	DISPOSAL OF USED OIL/MIXED OILS 1/22/2024			
1500-01024579	Invoice	DISPOSAL OF USED METAL OIL/GASOLINE FILTERS			
	AT&T MOBILITY		02/15/2024	594.68	102995
287303896883X02102024	Invoice	JAN24 CITY HALL CELL PHONES			
	BAKER & TAYLOR LLC		02/15/2024	114.73	102996
2037978932	Invoice	BOOKS FOR LIBRARY			
2037978933	Invoice	BOOKS FOR LIBRARY			
2038004070	Invoice	BOOKS FOR LIBRARY			
	BASIC		02/15/2024	127.00	102997
IN2989325	Invoice	JAN24 FSA ADMIN FEE			
	BLACK GOLD COOPERATIVE LIBRARY SYSTEM		02/15/2024	13,961.00	102998
24-434	Invoice	FY23-24 3RD QTR HOOPLA/HOTSPOTS REIMBURSABLE BILLI			
	BROWNSTEIN HYATT FARBER SCHRECK		02/15/2024	64,651.00	102999
971059	Invoice	PROFESSIONAL LEGAL SERVICES THROUGH 12/31/23			
971061	Invoice	PROFESSIONAL LEGAL SERVICES THROUGH 12/31/23			
971062	Invoice	PROFESSIONAL LEGAL SERVICES THROUGH 12/31/23			
971063	Invoice	PROFESSIONAL LEGAL SERVICES THROUGH 12/31/23			
	BUREAU VERITAS NORTH AMERICA INC		02/15/2024	4,463.52	103000
RI 24004098	Invoice	JAN24 PLAN CHECK SERVICES			
	CALTRANS		02/15/2024	2,810.88	103001
SL240519	Invoice	OCT23-DEC23 SIGNAL & LIGHTING BILLING			
	CARPINTERIA GLASS COMPANY		02/15/2024	3,250.60	103002
37046	Invoice	2 WINDOWS FOR LIBRARY COMMUNITY ROOM			
	CARPINTERIA VALLEY LUMBER CO		02/15/2024	54.85	103003
528696	Invoice	2X4X20 PRESSURE TREATED MATERIAL FOR CITY HALL			
528946	Invoice	PLANT LABELS FOR COMMUNITY GARDEN			
	COAST AUTO PARTS INC		02/15/2024	52.54	103004
774657	Invoice	FUEL ADDITIVE FOR SWEEPER			
	COASTAL VIEW NEWS		02/15/2024	669.00	103005

60846	Invoice	NOTICE INVITING BIDS AD 1/29/24		
60847	Invoice	PUBLIC HEARING RESOLUTION 6290 AD 2/1/24		
60848	Invoice	PUBLIC HEARING MEASURE A AD 2/1/24		
		COUNTY SANITATION COMPANY INC STEWARTS & SELZER PL	02/15/2024	1,200.00 103006
63968	Invoice	HYDRO JETTING AT VETS HALL 1/23/24		
	COX BUSINESS		02/15/2024	779.10 103007
FEB24 001 3011 022093901	Invoice	FEB24 CITY HALL INTERNET-PHONE SERVICE		
FEB24 001 3011 028030701	Invoice	FEB24 POOL & GARDEN INTERNET-PHONE SERVICE		
	EASY LIFT TRANSPORTATION		02/15/2024	1,000.00 103008
7465	Invoice	FEB24 COMMUNITY TRANSPORTATION SERVICE		
	ELITE GENERAL ENGINEERING		02/15/2024	5,126.83 103009
23102	Invoice	BALLARDS DUGOUT HOLE REPAIR 1/3/24		
	EVERYWHERE RIGHT NOW		02/15/2024	1,064.00 103010
3812	Invoice	JAN24 WEBSITE PROGRAMING CITY HALL		
	FEDEX		02/15/2024	47.10 103011
8-396-84115	Invoice	SHIPPING TO REID MILLER LAND USE & PLANNIN		
	FIRST NATIONAL BANK OF OMAHA		02/15/2024	3,026.17 103012
JAN24 0983	Invoice	CREIDT CARD PAYMENT-OUM		
JAN24 3498	Invoice	CREDIT CARD PAYMENT-JT		
JAN24 3696	Invoice	CREDIT CARD PAYMENT-LM		
JAN24 4545	Invoice	CREDIT CARD PAYMENT-BB		
JAN24 6160	Invoice	CREDIT CARD PAYMENT-JI		
JAN24 8528	Invoice	CREDIT CARD PAYMENT-AW		
JAN24 9341	Invoice	CREDIT CARD PAYMENT-MR		
	FRONTIER COMMUNICATIONS		02/15/2024	49.99 103013
FEB24 805-566-1944-032923-5	Invoice	FEB24 PHONE & INTERNET - BEACH STORE		
	GRAINGER		02/15/2024	207.82 103014
9011598274	Invoice	CARPET CLEANER,GROMMETS,LEAK SEALER FOR SHOP		
	INGRID BOSTROM PHOTOGRAPHY		02/15/2024	500.00 103015
INV0005332	Invoice	PHOTOGRAPHY OF FIRST CITY COUNCIL MEETING 12.11.23		
	IWORQ SYSTEMS		02/15/2024	10,550.00 103016
202649	Invoice	SOFTWARE MANAGMENT AND SUPPORT 03/2024-02/2025		
	JUAN O'S MOBILE REPAIR		02/15/2024	2,420.00 103017
157	Invoice	SAND DELIVERED TO CITY YARD 2/3/24 & 2/4/24		
	KANOPIY		02/15/2024	39.00 103018
386771 - PPU	Invoice	JAN24 LIBRARY VIDEOS		
	LAWSON PRODUCTS INC		02/15/2024	69.19 103019
9311256997	Invoice	SCRATCH BRUSHES, CABLE TIRES, WASHERS FOR SHOP		
	LIEBERT CASSIDY WHITMORE		02/15/2024	565.50 103020
257598	Invoice	PROFESSIONAL LEGAL SERVICES THROUGH 12/31/23		
258020	Invoice	PROFESSIONAL LEGAL SERVICES THROUGH 12/31/23		
	LIN CONSULTING INC.		02/15/2024	1,751.04 103021
15387	Invoice	JAN24 ENGINEERING CARP & PALM AVE INTERSECTION		
	LOWE'S		02/15/2024	1,018.60 103022
FEB24 9800 338916 4	Invoice	FEB24 CARD PAYMENT		
	MARBORG INDUSTRIES		02/15/2024	901.20 103023
6041704	Invoice	JAN24 PORTABLE RESTROOMS @ PARKING LOT 1		
	MCCORMIX CORP		02/15/2024	139.74 103024
14617	Invoice	FUEL FOR CITY VEHICLES		
	MISSION UNIFORM SERVICE		02/15/2024	251.27 103025
520922833	Invoice	TOWEL & MAT REPLACEMENT-POOL 1/29/24		
520922835	Invoice	TOWEL & MAT REPLACEMENT AT LIBRARY 1/29/24		
520967868	Invoice	MAT REPLACEMENT, UNIFORM CLEANING 2/5/24		
520967869	Invoice	TOWEL & MAT REPLACEMENT 2/5/24		

	MNS ENGINEERS INC	02/15/2024	5,383.18	103026
84699	Invoice	OCT23 MERGER REVIEW FOR 4954 FIFTH ST		
84701	Invoice	OCT23 SURVEY FOR 4905 8TH ST. ZINS		
85247	Invoice	DEC23 SURVEY FOR 4905 8TH. ZINS		
85248	Invoice	DEC23 SURVEY FOR 435 CONCHA LOMA SB9		
	MRS ENVIRONMENTAL INC	02/15/2024	13,440.73	103027
600-2024-01	Invoice	JAN24 OIL & GAS ON CALL ENVIRONMENTAL SERVICES		
	OVERDRIVE INC.	02/15/2024	1,925.00	103028
01352CO24020276	Invoice	JAN24 EBOOK/AUDIOBOOK FOR LIBRARY		
01352CO24020427	Invoice	JAN24 EBOOK/AUDIO BOOK FOR LIBRARY		
01352DA24021403	Invoice	JAN24 EBOOK/AUDIOBOOK FOR LIBRARY		
	POLICORE INC.	02/15/2024	7,199.81	103029
403253	Invoice	IT SERVICES/MS OFFICE-CITY HALL JANUARY 2024		
403254	Invoice	IT SERVICES-LIBRARY SEPTEMBER 2023		
	QUADIENT FINANCE USA INC	02/15/2024	500.00	103030
FEB24 7900 0440 8110 0954	Invoice	POSTAGE FOR CITY HALL 2/8/24		
	RISDON'S 76 SERVICE	02/15/2024	90.00	103031
150	Invoice	CAR WASH FOR UNIT 250 1/7/24		
6966	Invoice	CAR WASH FOR UNIT 255 1/27/24		
9789	Invoice	CAR WASH FOR UNIT 255 1/6/24		
	ROADLINE PRODUCTS INC USA	02/15/2024	2,913.70	103032
19533	Invoice	PEDESTRIAN SIGN,WHITE TUBES,HEAVY DUTY BASE		
	SANTA BARBARA BICYCLE COALITION	02/15/2024	5,121.25	103033
1324	Invoice	DEC23 GRANT REIMBURSEMENT		
	SANTA BARBARA COUNTY APCD	02/15/2024	1,072.96	103034
60984	Invoice	EMISSION FEE FOR PORTABLE EMERGENCY GENERATOR		
60985	Invoice	EMISSIONS FEE FOR PERMANENT EMERGENCY GENERATOR		
	SANTA BARBARA COUNTY CLERK OF THE BOARD	02/15/2024	50.00	103035
INV0005330	Invoice	CEQA NOTICE OF EXEMPTION FILING FEE		
	SANTA BARBARA COUNTY CLERK OF THE BOARD	02/15/2024	50.00	103036
INV0005331	Invoice	CEQA NOTICE OF EXEMPTION FILING FEE 23-2221-DP/CDP		
	SANTA BARBARA COUNTY TREAS/TAX COLLECTOR	02/15/2024	24,653.87	103037
2022-20221000135-1	Invoice	001-070-029 MANNION OPEN SPACE		
2022-20221000506-1	Invoice	001-210-020 RINCON BLUFFS		
2022-20221000508-1	Invoice	001-210-024 RINCON BLUFFS		
2023-20231000133-2	Invoice	001-070-025 CREEK PARK		
2023-20231000173-2	Invoice	001-080-038 MONTE VISTA		
2023-20231000406-2	Invoice	001-170-018 CITY HALL		
2023-20231000436-2	Invoice	001-180-072 VIOLA FIELDS		
2023-20231000508-2	Invoice	001-210-024 RINCON BLUFF RESERVE		
2023-20231000679-2	Invoice	001-261-004 EL CARRO		
2023-20231001566-2	Invoice	004-105-011 LINDEN PARKING LOT		
2023-20231001662-2	Invoice	004-005-005 EL CARRO		
2023-20231001674-2	Invoice	004-005-004 FOOTHILL ROAD		
2023-20231002093-2	Invoice	004-041-006 CITY PARKLET		
2023-20231002321-2	Invoice	003-261-008 CARP AVE PARKING LOT		
2023-20231002345-2	Invoice	003-263-017 CACTUS LANE PARKING LOT		
2023-20231002352-2	Invoice	003-263-032 CACTUS LANE		
2023-20231002354-2	Invoice	004-047-001 SEASIDE		
2023-20231002390-2	Invoice	004-047-040 COMMUNITY POOL		
2023-20231002396-1	Invoice	003-280-006 CARP CREEK		
2023-20231002981-2	Invoice	003-470-001 ASH AVENUE		
2023-20231002986-2	Invoice	003-470-013 ASH AVENUE		
2023-20231003016-2	Invoice	003-490-015 BEACH @ LINDEN & ELM		
2023-20231003308-2	Invoice	003-590-039 MEMORIAL PARK		
2023-20231003640-2	Invoice	004-009-053 EL CARRO		
2023-20231004175-2	Invoice	004-007-057 EL CARRO		
2023-20231004653-2	Invoice	004-105-016 COMMUNITY GARDEN		

Void

02/15/2024

- 103038

168709	SANTA BARBARA PEST CONTROL Invoice	JAN24 PEST CONTROL AT POOL	02/15/2024	95.00	103039
197441	SANTA BARBARA SAND & TOP SOIL CORP Invoice	SAND FOR SANDBAGS FOR 2024 FEBRUARY STORM	02/15/2024	772.43	103040
CAR01312024	SB COUNTY RESOURCE RECOVERY & WASTE MGMT Invoice	SB 1383 FOOD RECOVERY PLAN 7/1/23-12/31/23	02/15/2024	740.61	103041
137923698-001	SITEONE LANDSCAPE SUPPLY (ALL AROUND) Invoice	DRAIN GRATE FOR COMMUNITY GARDEN	02/15/2024	12.97	103042
FEB24 700474689651	SO CA EDISON Invoice	FEB24 ELECTRICITY-4683 9TH ST	02/15/2024	19.00	103043
210	SOLID WASTE SOLUTIONS INC Invoice	JAN24 WASTEWATER PROFESSIONAL SERVICES	02/15/2024	223.75	103044
3557237662	STAPLES ADVANTAGE Invoice	CALENDAR, COPY PAPER, REPORT COVERS	02/15/2024	216.42	103045
32870	THE FLAG FACTORY Invoice	STEEL SWIVEL HEAD FLAG SNAP CLIP	02/15/2024	82.84	103046
1265	TKM ENGINEERING Invoice	JAN24 STAFF AUGMENTATION SERVICES	02/15/2024	2,242.50	103047
45536	TRAFFIC TECHNOLOGIES LLC Invoice	3 WHITE HARD HATS FOR NEW STAFF	02/15/2024	104.72	103048
388334993	TREESCAPES Invoice	TREE MAINTENANCE BLUFF TRAILS 1/29/24	02/15/2024	29,800.00	103049
1358	TWO TRUMPETS COMMUNICATIONS Invoice	JAN24 COMMUNICATIONS SERVICES	02/15/2024	5,550.00	103050
120240153 23-2424204	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA Invoice	FEB24 NEW TICKET CHARGES & DATABASE MAINTENANCE	02/15/2024	161.21	103051
	Invoice	FEB24 CA STATE REGULATORY FEE			
30029113	UNITED PET CARE Invoice	FEB24 PET INSURANCE PREMIUMS	02/15/2024	35.00	103052
124012902	VIDIFLO LLC Invoice	40% DEPOSIT ON VIDEO SERVER SYSTEM	02/15/2024	12,888.55	103053
47943	VILLAGE POOL SUPPLY Invoice	CHLORINE, ACID FOR POOL 1/9/24	02/15/2024	404.33	103054
4055412SBP1	VITAL RECORDS CONTROL Invoice	JAN24 CONTRACTED SHREDDING SERVICES	02/15/2024	98.95	103055
3949	WATER GEAR INC Invoice	GOGGLES FOR RESALE AT POOL	02/15/2024	743.23	103056
82244334 82259585	WAXIE SANITARY SUPPLY Invoice	BATH TISSUE, DOG BAGS FOR ALL PARKS	02/15/2024	1,647.80	103057
	Invoice	URINAL DISENFECTIONANT CITY HALL			
PR03 02/08/24	EDD-SDI Invoice	PR03 02/08/24 SDI TAXES	02/08/2024	1,725.15	DFT0003213
PR03 02/08/24	EDD-SIT Invoice	PR03 02/08/24 SIT TAXES	02/08/2024	5,951.30	DFT0003214
PR03 02/08/24	INTERNAL REVENUE SERVICE Invoice	PR03 02/08/24 FEDERAL TAX PAYMENT	02/08/2024	18,000.17	DFT0003215
1/20/24-2/2/24 CLASSIC	CalPERS Invoice	CLASSIC RETIREMENT CONTRIBUTION 1/20/24-2/2/24	02/08/2024	13,555.94	DFT0003216
1/20/24-2/2/24 PEPRA	CalPERS Invoice	PEPRA RETIREMENT CONTRIBUTION 1/20/24-2/2/24	02/08/2024	10,755.35	DFT0003217



City of Carpinteria

COUNCIL AGENDA STAFF REPORT February 26, 2024

ITEM FOR COUNCIL CONSIDERATION

Contracts Executed by the City Manager on behalf of the City for the Period of January 16, 2024 through February 19, 2024.

STAFF RECOMMENDATION

Receive and file Report of Contracts Executed by the City Manager for the Period of January 16, 2024 through February 19, 2024.

DISCUSSION

The City Manager is delegated authority by the Carpinteria Municipal Code (CMC), §2.08.150B, to execute contracts on behalf of the City in the amount of \$30,000 or less. Pursuant to CMC §2.08.150C, a list of all contracts executed by the City Manager is provided for City Council information and appended to this Staff Report as Attachment A. Attachment A lists all contracts entered into on behalf of the City for goods, construction and services for the Period of January 16, 2024 through February 19, 2024.

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


Signature

ATTACHMENT A

Report of Contracts Executed by the City Manager Period of January 16, 2024 through February 19, 2024

VENDOR	PURPOSE	AMOUNT
Hospice of Santa Barbara (Compassionate Care of Carpinteria)	Financial Support of Compassionate Care of Carpinteria	\$12,500
Standing Together to End Sexual Assault (STESA)	Financial Support of the Sexual Assault Crisis Intervention, Counseling and Education Program	\$6,000
Carpinteria Children's Project	Financial Support of the Early Care & Education Program Scholarships	\$20,000
Hope Net of Carpinteria	Financial Support of the Suicide Prevention and Mental Health Awareness	\$1,750
Girls Inc. of Carpinteria	Financial Support of the Core Program of Girls Inc. of Carpinteria	\$30,000
United Boys & Girls Club of Santa Barbara, Carpinteria Club House	Financial Support for out of school enrichment programming to youth	\$25,000
Tripepi Smith	Policy Priority Establishment & Council Goal Facilitation	\$8,000
Foodbank of Santa Barbara County	Older Adult Nutrition Program	\$0.00
County of Santa Barbara	Ballot Drop Box Facility License/Use	\$0.00
On Track Solutions LLC	Railroad Right-of-Way Staff Augmentation Services	\$30,000
Gladwell Governmental Services, Inc.	Elections Management Services for General Municipal Election on November 5, 2024	\$4,900



City of Carpinteria

COUNCIL AGENDA STAFF REPORT February 26, 2024

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: On January 31, 2024, the City held cash and cash investments as shown in the table below.

Table I

<u>CASH ACTIVITY FOR THE MONTH:</u>	
Cash and Investment Beginning of the Month	\$ 19,588,481.88
Cash Receipts	3,728,311.44
Cash Disbursements	(3,099,593.90)
Cash and Investment End of the Month	<u>\$ 20,217,199.42</u>

Investments:

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

As of January 31, 2024, the portfolio's average days to maturity was 1.88 years, the average coupon rate was 1.80%, the average yield to maturity was 4.68%, the par value was \$9,950,000 and the Market Value was \$9,582,781.19.

The City does not intend to sell nor does it have any foreseeable need to sell any securities. The City's investment policy intends 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 August 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: Michael Ramirez, City Manager
michaelr@carpinteriaca.gov; (805) 755-4450



Signature

Attachment A

City Treasurer's Monthly Report

CITY OF CARPINTERIA TREASURER'S REPORT
For the Month Ended January 2024

CASH ACTIVITY FOR THE MONTH:

Cash and Investment Beginning of the Month	\$ 19,588,481.88
Cash Receipts	3,728,311.44
Cash Disbursements	(3,099,593.90)
Cash and Investment End of the Month	<u>\$ 20,217,199.42</u>

CASH AND INVESTMENT PORTFOLIO:

<u>Type of Investment/Coupon/CUSIP #</u>	<u>Institution/Issuer</u>	<u>Yield to Maturity</u>	<u>Maturity Date</u>	<u># Days to Maturity</u>	<u>Par Value</u>	<u>Market Value (1)</u>	<u>Book Value (2)</u>
Demand Deposit - General Checking	Montecito Bank	N/A	N/A	N/A	419,424.43	419,424.43	419,424.43
Demand Deposit - Premier Public Money Market	Montecito Bank	N/A	2/1/2024	1	2,184,077.72	2,184,077.72	2,184,077.72
Demand Deposit - Section 125 Checking	Montecito Bank	N/A	N/A	N/A	5,641.31	5,641.31	5,641.31
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%	2/1/2024	1	3,570,800.15	3,570,800.15	3,570,800.15
Demand Deposit - Money Market	Charles Schwab	N/A	2/1/2024	1	4,377,279.44	4,377,279.44	4,377,279.44
Treasury Note, 2.375%, (9128286G0)	U.S. Government	0.78%	2/29/2024	29	200,000.00	199,500.00	199,264.00
Treasury Note, 0.25%, (91282CBR1)	U.S. Government	2.17%	3/15/2024	44	250,000.00	248,515.63	240,750.00
Treasury Note, 2.25%, (9128286R6)	U.S. Government	2.41%	4/30/2024	90	250,000.00	248,125.00	249,156.76
Treasury Note, 2.0%, (912828XT2)	U.S. Government	1.11%	5/31/2024	121	250,000.00	247,343.75	255,107.50
Treasury Note, 0.25%, (91282CCG4)	U.S. Government	4.61%	6/15/2024	136	250,000.00	245,468.75	235,669.96
Treasury Note, 3.0%, (91282CFA4)	U.S. Government	4.53%	7/31/2024	182	250,000.00	247,382.80	244,503.55
Treasury Note, 3.25%, (91282CFG1)	U.S. Government	4.30%	8/31/2024	213	250,000.00	247,265.63	245,158.84
Treasury Note, 0.375%, (91282CCX7)	U.S. Government	1.08%	9/15/2024	228	250,000.00	242,929.68	245,359.46
Treasury Note, 2.125%, (9128282Y5)	U.S. Government	4.31%	9/30/2024	243	250,000.00	245,312.50	239,586.84
Treasury Note, 0.625%, (91282CDB4)	U.S. Government	4.14%	10/15/2024	258	250,000.00	242,539.05	233,056.64
Treasury Note, 2.25%, (912828G38)	U.S. Government	4.35%	11/15/2024	289	250,000.00	244,843.75	241,052.35
Treasury Note, 1.00%, (91282CDN8)	U.S. Government	0.98%	12/15/2024	319	250,000.00	241,835.93	250,079.39
Treasury Note, 1.125%, (91282CDS7)	U.S. Government	4.09%	1/15/2025	350	250,000.00	241,562.50	237,350.47
Treasury Note, 1.125%, (912828ZC7)	U.S. Government	1.29%	2/28/2025	394	250,000.00	240,703.13	248,740.00
Treasury Note, 2.625%, (9128284F4)	U.S. Government	1.30%	3/31/2025	425	250,000.00	244,414.05	260,224.61
Treasury Note, 0.25%, (912828ZT0)	U.S. Government	1.25%	5/31/2025	486	250,000.00	236,328.13	241,660.01
Treasury Note, 0.25%, (912828ZW3)	U.S. Government	1.53%	6/30/2025	516	250,000.00	235,703.13	239,598.86
Treasury Note, 0.25%, (91282CAM3)	U.S. Government	1.32%	9/30/2025	608	250,000.00	233,710.93	240,265.00
Treasury Note, 3.0%, (9128285J5)	U.S. Government	4.09%	10/31/2025	639	250,000.00	244,492.18	242,136.63
Treasury Note, 0.375%, (91282CBC4)	U.S. Government	1.20%	12/31/2025	700	250,000.00	232,421.87	241,955.00
Treasury Note, 0.375%, (91282CBC4)	U.S. Government	1.37%	12/31/2025	700	250,000.00	232,421.88	240,365.00
Treasury Note, 3.875%, (91282CGE5)	U.S. Government	3.77%	1/1/2026	701	250,000.00	248,320.30	250,641.19
Treasury Note, 1.625%, (912828P46)	U.S. Government	1.56%	2/15/2026	746	250,000.00	237,421.88	250,595.69
Treasury Note, 0.5%, (91282CBQ3)	U.S. Government	1.28%	2/25/2026	756	250,000.00	231,718.75	242,113.19
Treasury Note, 0.75%, (91282CBT7)	U.S. Government	1.28%	3/31/2026	790	250,000.00	232,578.13	244,459.30
Treasury Note, 0.75%, (91282CCF6)	U.S. Government	1.34%	5/31/2026	851	250,000.00	231,406.25	243,702.50
Treasury Note, 0.875%, (91282CCJ8)	U.S. Government	1.35%	6/30/2026	881	250,000.00	231,796.88	244,821.96
Treasury Note, 1.625%, (91282YQ7)	U.S. Government	4.00%	10/31/2026	1004	250,000.00	234,375.00	227,869.30

CITY OF CARPINTERIA TREASURER'S REPORT
For the Month Ended January 2024

Treasury Note, 2%, (91282U24)	U.S. Government	4.31%	11/15/2026	1019	250,000.00	236,640.63	228,317.27
Treasury Note, 1.25%, (91282CDK4)	U.S. Government	1.28%	11/30/2026	1034	250,000.00	231,562.50	249,602.02
Treasury Note, 1.5%, (91282Z78)	U.S. Government	3.64%	1/31/2027	1096	250,000.00	232,500.00	231,040.31
Treasury Note, 2.25%, (912828V98)	U.S. Government	4.29%	2/15/2027	1111	250,000.00	237,539.05	229,819.14
Treasury Note, 2.5%, (91282CEF4)	U.S. Government	3.96%	2/16/2027	1112	250,000.00	239,101.55	235,031.06
Treasury Note, 2.75%, (91282CEN7)	U.S. Government	3.71%	4/30/2027	1185	250,000.00	240,664.05	241,094.62
Treasury Note, 3.25%, (91282CEW7)	U.S. Government	3.70%	6/30/2027	1246	250,000.00	244,375.00	245,668.13
Treasury Note, 3.125%, (91282CFH9)	U.S. Government	4.19%	8/31/2027	1308	250,000.00	243,046.88	238,232.21
Treasury Note, 4.125%, (91282CFU0)	U.S. Government	4.02%	10/31/2027	1369	250,000.00	251,523.43	250,962.10
Treasury Note, 2.25%, (9128283F5)	U.S. Government	4.01%	11/15/2027	1384	250,000.00	235,234.38	232,267.50
Treasury Note, 3.875%, (91282CGC9)	U.S. Government	4.01%	12/31/2027	1430	250,000.00	249,453.13	248,750.00
Treasury Note, 4%, (91282CGPO)	U.S. Government	3.99%	2/29/2028	1490	250,000.00	250,703.13	249,990.24
					20,511,180.82	20,143,962.01	20,217,199.42

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

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

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

Based upon currently budgeted revenues and expenditures, the City currently has sufficient liquid financial resources to meet anticipated expenditures during the period 2/01/24 through 8/01/24.

WEIGHTED AVERAGE MATURITY OF PORTFOLIO

As of January 31, 2024 the weighted average days to maturity of the City's investment portfolio is 1.88 years.

FOOTNOTES TO REPORT/DEFINITION OF TERMS:

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

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

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

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

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

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

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



City of Carpinteria

COUNCIL AGENDA STAFF REPORT February 26, 2024

ITEM FOR COUNCIL CONSIDERATION

Second reading of Ordinance No. 777, an Ordinance of the City Council of the City of Carpinteria, amending Carpinteria Municipal Code Section 2.52 pertaining to abandoned and unattended property.

STAFF RECOMMENDATION

1. Adopt Ordinance No. 777 (second reading), amending CMC Section 2.52; and
2. Find that approval and adoption of Ordinance No. 777 is exempt from CEQA pursuant to Sections 15060(c)(2), 15060(c)(3), and 15061(b)(3) of the CEQA Guidelines.

Sample Motion: I move to (1) adopt Ordinance No. 777 (second reading); and (2) find that approval and adoption of Ordinance No. 777 is exempt from CEQA pursuant to Sections 15060(c)(2), 15060(c)(3), and 15061(b)(3) of the CEQA Guidelines.

(This motion requires a roll call vote.)

BACKGROUND

The City of Carpinteria ("City") currently prohibits the storage of personal property on public property and allows the City to remove any abandoned property, place it in storage, and then sell or destroy the property. This regulation is set forth in Carpinteria Municipal Code ("CMC") Section 2.52 (the "Abandoned and Unattended Personal Property Regulations").

Recent case law, including *Lavan v. City of Los Angeles* ("*Lavan*"), has determined that the removal and immediate destruction of a person's unattended property may violate the provisions of the United States Constitution that protect against unreasonable searches and seizures and require due process.

The City has not updated its Abandoned and Unattended Personal Property Regulations since these recent judicial decisions were published, and the current version of the

Abandoned and Unattended Personal Property Regulations does not include the specific process and notice required by recent case law. The amendments proposed in Ordinance No. 777 are intended to bring the CMC into better alignment with these decisions and to increase the City's ability to legally enforce the Abandoned and Unattended Personal Property Regulations.

DISCUSSION

The purpose of this agenda matter is for the City Council to adopt Ordinance No. 777, which is attached as Attachment A and is identical to the version approved by City Council on February 12, 2024 at its first reading.

Ordinance No. 777 amends CMC Section 2.52 such that (i) abandoned personal property and personal property that is a threat to health and safety or criminal in nature may be immediately removed and disposed of by City staff while (ii) unattended personal property may only be removed in accordance with certain due process procedures (including providing pre and post-removal notice and storing the property for 90 days), subject to exceptions where compliance with the due process procedures is not feasible due to the nature of the property or other unique circumstances. The proposed amendments to the Abandoned and Unattended Personal Property Regulations are necessary to bring the CMC into alignment with recent case law.

POLICY CONSIDERATIONS

The proposed ordinance amending the Abandoned and Unattended Personal Property Regulations is consistent with the City aligning the CMC and City policies and procedures with changes in the law. Further, updating the Abandoned and Unattended Personal Property Regulations is part of the City's response to homelessness and is thus consistent with the City's interest in promoting public health and safety and with Resolution No. 6038, concerning the Community Action Plan to Address Homelessness in Santa Barbara County.

FINANCIAL CONSIDERATIONS

There are no direct financial considerations related to this item.

ENVIRONMENTAL CONSIDERATIONS

Ordinance No. 777 is exempt from review under CEQA in accordance with CEQA Guidelines section 15060(c)(2), which applies where an activity will not result in a direct or reasonably foreseeable indirect physical change in the environment; section 15060(c)(3), which applies where an activity is not a "project" as defined in section 15378 of the CEQA Guidelines; and section 15061(b)(3), which applies where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The enforcement of ordinances and regulations like the City's Abandoned and Unattended Personal Property Regulations is an evolving area of law. Given the evolving nature, there is some risk that the law could be further refined or modified by the courts such that the City's Abandoned and Unattended Personal Property Regulations, as amended by Ordinance No. 777, become outdated. Regardless, the proposed amendments are necessary to better align the CMC with the current law in this area. There may be a need for additional amendments in the future as this area of law continues to progress.

OPTIONS

1. Adopt Ordinance No. 777 (second reading).
2. Direct staff to make changes to Ordinance No. 777.
3. Reject Ordinance No. 777.

PRINCIPAL PARTIES EXPECTED AT MEETINGS

There are no principal parties expected at the meeting.

ATTACHMENTS

Attachment A Ordinance No. 777

Staff Contact: Nick Bobroff, Community Development Director
(805) 755-4407 / nickb@carpinteriaca.gov



Signature

Reviewed by: Michael Ramirez, City Manager
(805) 755-4400, michaelr@carpinteriaca.gov



Signature

Reviewed by: Jena Shoaf Acos,
on behalf of Brownstein Hyatt Farber Schreck, LLP
acting as City Attorney for the City of Carpinteria



Signature

ATTACHMENT A

ORDINANCE NO. 777

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA, CALIFORNIA, AMENDING CHAPTER 2.52 OF THE CARPINTERIA MUNICIPAL CODE PERTAINING TO ABANDONED AND UNATTENDED PERSONAL PROPERTY

WHEREAS, within the City of Carpinteria (“City”) and other cities in the surrounding region, and throughout the State of California, there is a significant number of people experiencing homelessness;

WHEREAS, persons experiencing homelessness (and occasionally persons not experiencing homelessness) sometimes store personal items on public or private property, particularly if they have no other place to store it;

WHEREAS, storage of items in undesignated places can create unsanitary, unhealthy, disorderly, and dangerous conditions that may affect both the individuals and the general public;

WHEREAS, the Legislature of the State of California has, in Government Code sections 65302, 65560, and 65800, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry;

WHEREAS, in accordance with Government Code sections 65302, 65560, and 65800, the City currently allows immediate removal and sale of individual items pursuant to Carpinteria Municipal Code (“CMC”) Chapter 2.52;

WHEREAS, recently, various courts have analyzed enforcement of local agency regulations similar to those codified in CMC Chapter 2.52 and have held that enforcement of such regulations without providing due process to the owner of the personal property may constitute a violation of the Fourth Amendment to the U.S. Constitution’s prohibition on unreasonable searches and seizures;

WHEREAS, notwithstanding the recent case law, there are situations where abandoned or unclaimed property may create a substantial danger or risk of harm that requires immediate removal of the personal property without following due process procedures in order to prevent substantial harm to individuals, the health and/or safety of the public, and/or the City’s vital government services. For example, open food items left on public property can attract vermin, which in turn can result in substantial adverse public health and safety impacts, including injuries to persons and property;

WHEREAS, the City, in consultation with legal counsel, has determined that CMC Chapter 2.52 require updates in order to better align with recent case law. However, it is critical that the City still be able to quickly remove encampments and personal items that endanger human lives, public health and safety, and vital government services;

WHEREAS, this Ordinance would require that the City comply with certain due process procedures when removing and disposing of personal property, but expressly acknowledges that

minimized due process procedures may be needed in some situations in order to promote public health, safety, and welfare;

WHEREAS, it has been determined that amending the CMC as provided for in this Ordinance is within the City's best interest; and

WHEREAS, the City acknowledges that homelessness continues to remain a dynamic and evolving issue within the City and the surrounding region that requires coordinated efforts by the City, the County of Santa Barbara, the State of California, the Federal Government, and regional partners.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CARPINTERIA DOES ORDAIN AS FOLLOWS:

SECTION 1. Recitals Incorporated.

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

SECTION 2. Amendment of Chapter 2.52 of the Carpinteria Municipal Code.

Chapter 2.52 of the CMC is hereby amended to read as set forth in Exhibit A, the text and strikeout of which is attached hereto as Exhibit B.

SECTION 3. Effective Date.

This Ordinance shall be in full force and effect thirty days following the second reading of the Ordinance. Before the expiration of fifteen (15) days following passage, this Ordinance shall be published once with the names of the members of the City Council voting for and against the same in the Coastal View News, a newspaper of general circulation, published in the City.

SECTION 4. Severability.

If any section, subsection, sentence, clause, phrase, or word of this Ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed and adopted this Ordinance, and each and all provisions hereof, irrespective of the fact that one or more provisions may be declared invalid.

SECTION 5. CEQA Exemption.

The City Council finds that this Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to Title 14 of the California Code of Regulations, CEQA Guidelines sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment), 15060(c)(3) (the activity is not a "project" as defined in section 15378), and 15061(b)(3) (the activity is covered by the common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment; where it can be seen with certainty that there is no possibility that the activity in

question may have a significant effect on the environment, the activity is not subject to CEQA). The Ordinance generally prevents changes in the environment and thus has no potential for resulting in physical change to the environment, either directly or indirectly.

SECTION 6. Publication.

The City Clerk shall certify as to the passage of this Ordinance and cause the same to be published and posted in the manner prescribed by California law.

PASSED, APPROVED, AND ADOPTED this 26th day of February, 2024, by the following vote:

AYES: COUNCILMEMBER(S):

NOES: COUNCILMEMBER(S):

ABSENT: COUNCILMEMBER(S):

ABSTAIN: COUNCILMEMBER(S):

Mayor, City of Carpinteria

ATTEST:

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

I hereby certify that the foregoing Ordinance was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of Carpinteria held this 26th day of February, 2024.

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 of the City of Carpinteria

EXHIBIT A
Chapter 2.52

[Starts on next page]

Chapter 2.52 UNATTENDED AND ABANDONED PERSONAL PROPERTY

2.52.010 Definitions.

- A. "Personal property" means movable, tangible items or things.
- B. Personal property that is a "threat to health/safety or criminal" means personal property that poses a threat to health and safety or is contraband/evidence of a crime (such as drug paraphernalia).
- C. "Abandoned personal property" means personal property that, based on the totality of the circumstances, a reasonable person would believe has been abandoned by its owner. Personal property belonging to a homeless person is generally not abandoned personal property.
- D. "Unattended personal property" means personal property that, based on the totality of the circumstances, a reasonable person would believe has been left unattended by its owner but is not abandoned.

2.52.020 Storage Prohibited.

It is unlawful to store personal property on public property.

2.52.030 Abatement Process.

- A. Abandoned personal property and personal property that is a threat to health/safety or criminal may be immediately removed and disposed of by enforcement officers.
- B. Subject to Section C below, unattended personal property may only be removed in accordance with the following procedures:
 - 1. Post pre-removal notice 72 hours prior to removal.
 - 2. Post post-removal notice notifying the reader of how to collect removed items.
 - 3. Hold property for 90 days.
- C. If City staff reasonably determines that compliance with the pre-removal notification requirement set forth in Subsection B.1 is not feasible given the nature of the property, staff shall follow the other aspects of the Abatement Process (e.g., post-removal notice and 90-day storage) to the extent reasonably possible. If City staff reasonably determines that compliance with both the notification requirements set forth in Subsections B.1 and B.2 are not feasible given the nature of the property, staff shall follow the procedures for summary abatement set forth in Chapter 1.06.
- D. After holding personal property for the requisite time period, the city manager or authorized designee may sell or otherwise dispose of such property, including via a public auction held in accordance with California Civil Code § 2080 et seq.

2.52.040 Exception to Enforcement.

Notwithstanding anything to the contrary in Chapter 1.08 or elsewhere in this Code, enforcement officers shall not issue a citation or otherwise pursue prosecution to enforce unauthorized storage of personal property in violation of Section 2.52.020 when the violator is a homeless person, provided that personal property belonging to such persons may still be removed in accordance with the abatement process set forth above.

EXHIBIT B
Chapter 2.52

[Starts on next page]

Chapter 2.52 ~~UNCLAIMED~~ UNATTENDED AND ABANDONED PERSONAL PROPERTY¹

2.52.010 Definitions.

- D. ~~2.52.010~~ “Personal property—Storage and care by police department” means movable, tangible items or things.
- E. Personal property that is a “threat to health/safety or criminal” means personal property that poses a threat to health and safety or is contraband/evidence of a crime (such as drug paraphernalia).
- F. “Abandoned personal property” means personal property that, based on the totality of the circumstances, a reasonable person would believe has been abandoned by its owner. Personal property belonging to a homeless person is generally not abandoned personal property.
- D. “Unattended personal property” means personal property that, based on the totality of the circumstances, a reasonable person would believe has been left unattended by its owner but is not abandoned.

~~The police department may take into its possession and care for any abandoned bicycle, tricycle, gocart or other personal property left upon a public alley, street or place and is authorized to place the same in storage and to take any and all steps necessary to properly care for such property. Upon taking possession of such property, the police department shall give notice thereof to the owner if such owner can be ascertained by a reasonable investigation.~~

~~(Prior code § 3601(a))~~

2.52.020 Unclaimed property—Sale authorized—Disposition~~Storage Prohibited.~~

- A. ~~Whenever any property of any kind or nature comes into the possession of the police department and is unclaimed for the following specified periods, the property shall be sold or disposed of by the city manager or designee unless the owner, in the meantime, has claimed such property.~~
- B. ~~Such unclaimed property in the possession of the police department shall be held for a period of at least three months during which time the police department shall try to ascertain the owner thereof. If such owner can be found or ascertained, such property shall be restored to such owner and the owner shall at that time pay any reasonable storage charges that may be required.~~

It is unlawful to store personal property on public property.

2.52.030 Abatement Process.

- E. Abandoned personal property and personal property that is a threat to health/safety or criminal may be immediately removed and disposed of by enforcement officers.

¹~~For statutory provisions on lost and unclaimed property, see Civil Code § 2080 et seq.~~

F. Subject to Section C below, unattended personal property may only be removed in accordance with the following procedures:

1. Post pre-removal notice 72 hours prior to removal.
2. Post post-removal notice notifying the reader of how to collect removed items.
3. Hold property for 90 days.

G. If City staff reasonably determines that compliance with the pre-removal notification requirement set forth in Subsection B.1 is not feasible given the nature of the property, staff shall follow the other aspects of the Abatement Process (e.g., post-removal notice and 90-day storage) to the extent reasonably possible. If City staff reasonably determines that compliance with both the notification requirements set forth in Subsections B.1 and B.2 are not feasible given the nature of the property, staff shall follow the procedures for summary abatement set forth in Chapter 1.06.

H. ~~C.~~ After holding ~~such personal~~ property for ~~a period of three months, in the event any such property is unclaimed or unredeemed by the owner~~the requisite time period, the city manager or authorized designee ~~shall~~may sell or otherwise dispose of such property, ~~and the whole thereof, at including via a public auction to the highest bidder~~held in accordance with California Civil Code § 2080 et seq.

- ~~D. The owner of such property, or any part thereof, who may establish ownership thereof, may reclaim and redeem the property or any part thereof, at any time prior to its actual sale.~~
- ~~E. The only exception to the above any perishable or nauseating property which may be destroyed as soon as possible.~~
- ~~F. Notice of such sale shall be given by the city manager or authorized designee at least five days before the time fixed therefor by publication once in a newspaper of general circulation published in the city. Any property remaining unsold after being offered at such public auction may be destroyed or otherwise disposed of by the city.~~
- ~~G. If the city determines that any such property transferred to it for sale is needed for a public use, such property may be retained by the city and need not be sold.~~

~~{Ord. 541 § 1 (part), 1998: Ord. 247 § 9, 1978: prior code § 3600}~~

~~2.52.030 Confiscated weapons and narcotics—Disposition.~~

~~Weapons used in the commission of a crime and all confiscated weapons may not be sold at auction or released but must be destroyed according to law. Narcotics must also be disposed of as required by law.~~

~~{Prior code § 3601(b)}~~

2.52.040 ~~Found property—Return to finder~~Exception to Enforcement.

Notwithstanding anything to the contrary in Chapter 1.08 or elsewhere in this Code, enforcement officers shall not issue a citation or otherwise pursue prosecution to enforce unauthorized storage of personal property in violation of Section 2.52.020 when the violator is a homeless person, provided that personal property belonging to such persons may still be removed in accordance with the abatement process set forth above.

- ~~A. The provisions of California Civil Code Sections 2080, 2080.1 and 2080.2 shall apply to found property, the finder and restoration to owner procedures.~~
- ~~B. In the event no owner of found property whose reported value is two hundred and fifty dollars or more appears within three months of the date such property is turned over to the police department, the city manager shall cause a notice of the property to be published at least once in a newspaper of general circulation within the city. If after seven days of the publication of such notice, no owner appears and proves his ownership of the property and the person who found or saved the property pays the cost of the publication, the title shall vest in the person who found or saved the property unless the property was found in the course of employment by an employee of any public agency in which case the property shall be sold pursuant to Section 2.52.020.~~
- ~~C. If the reported value of the property is less than two hundred and fifty dollars and no owner appears and proves ownership of the property within three months, the title shall vest in the person who found or saved the property, unless the property was found in the course of employment by an employee of any public agency, in which case the property shall be sold pursuant to Section 2.52.020.~~

~~{Ord. 541 § 1 (part), 1998; Ord. 314 § 1, 1981}~~



City of Carpinteria

COUNCIL AGENDA STAFF REPORT February 26, 2024

ITEM FOR COUNCIL CONSIDERATION

Adoption of Resolution No. 6291, amending Resolution No. 6152 regarding the City Manager's Designation of a City Manager Pro Tempore during periods of time when the City Manager makes such designations.

STAFF RECOMMENDATION

Approve and adopt Resolution No. 6291, amending Resolution No. 6152 regarding the City Manager's Designation of a City Manager Pro Tempore during periods of time when the City Manager makes such designations.

Sample Motion: I move to approve and adopt Resolution No. 6291, amending Resolution No. 6152 regarding the City Manager's Designation of a City Manager Pro Tempore during periods of time when the City Manager makes such designations.

BACKGROUND

Carpinteria Municipal Code Section 2.08.060 establishes that the City Manager shall designate one of the City officers or department heads to temporarily serve in the role of City Manager during certain absences of the City Manager. The City Council adopted Resolution No. 6152 on August 8, 2022 which approved the Assistant City Manager to serve as the Manager pro tempore when designated.

The purpose of this agenda matter is to amend Resolution No. 6152 to expand the Manager pro tempore designation to one of the officers or department heads of the City in the absence of the Assistant City Manager as authorized by Carpinteria Municipal Code.

DISCUSSION

The City Manager pro tempore serves as the City Manager to ensure continuity in City services, including emergency response, during the City Manager's absence. Designating a City Manager pro tempore is only required under circumstances where the City Manager anticipates they will be temporarily unavailable to participate in

necessary decisions concerning the day-to-day operations and/or emergency response. Examples of circumstances when the City Manager may consider designating the City Manager pro tempore include when traveling to a location that is a great distance from the City or to a location that lacks access to cell phone service.

The attached resolution, if approved by the Council, would expand the Manager pro tempore designation to one of the officers or department heads of the City in the absence of the Assistant City Manager who was designated as Manager pro tempore via Resolution No. 6152. Any time the City Manager makes such designation, they are required to make the designation in writing, stating the reason for the designation, the start and end date, and to timely notify the City Council and appropriate staff.

POLICY CONSISTENCY

Carpinteria Municipal Code Section 2.08.060, Manager pro tempore, describes the process for designating the City Manager pro tempore. Independent of consideration of approving the City Managers designation of a Manager pro tempore, the City Council may designate a duly qualified person to perform City Manager duties in the absence or incapacitation of the City Manager.

FINANCIAL CONSIDERATIONS

No Additional Funding Requested. Minimal staff time to prepare the report is included in the Adopted FY 2023-24 Budget.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The proposed action to approve the City Manager's designation is consistent with Section 2.08.060 of the Carpinteria Municipal Code. Approving the additional designation of one of the officers or department heads of the City as the City Manager pro tempore is a prudent risk management measure to ensure continuity of government services.

OPTIONS

1. Approve and adopt Resolution No. 6291, amending Resolution No. 6152 regarding the City Manager's Designation of a City Manager Pro Tempore during periods of time when the City Manager makes such designations. (Staff recommendation)
2. Modify and approve and adopt Resolution No. 6291.
3. Decline to approve and adopt Resolution No. 6291 and provide direction to staff as appropriate.

PRINCIPAL PARTIES EXPECTED AT MEETING

None

ATTACHMENTS

A: Resolution No. 6291

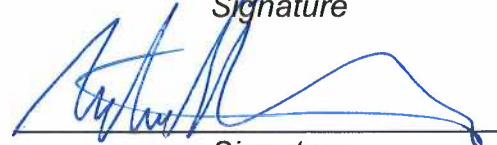
Staff contact:

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



Signature

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



Signature

ATTACHMENT A

Resolution No. 6291

RESOLUTION NO. 6291

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA, AMENDING RESOLUTION NO. 6152 REGARDING THE CITY MANAGER'S DESIGNATION OF A CITY MANAGER PRO TEMPORE DURING PERIODS OF TIME WHEN THE CITY MANAGER MAKES SUCH DESIGNATIONS

WHEREAS, the City Manager is appointed by the City Council as the administrative head of the city government, responsible for day-to-day operations, as described in Chapter 2.08 of the Carpinteria Municipal Code (CMC); and

WHEREAS, CMC Section 2.08.060 authorizes the City Manager to designate one of the officers or department heads of the City to serve as Manager pro tempore in the event of the absence or disability of the City Manager; and

WHEREAS, the City Manager has recommended that the Assistant City Manager serve as the Manager pro tempore; and

WHEREAS, in the absence of the Assistant City Manager, one of the officers or department heads of the City shall serve as City Manager pro tempore as assigned by the City Manager or Assistant City Manager.

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1. The above recitals are true and correct, and incorporated herein by reference.

SECTION 2. The Assistant City Manager is approved to serve as the Manager pro tempore any time so designated by the City Manager.

SECTION 3. In the absence of the Assistant City Manager, the City Manager may assign one of the officers or department heads of the City to serve as Manager pro tempore any time so designated.

SECTION 4. The City Manager shall provide written notification to the City Council and appropriate staff any time a Manager pro tempore designation is made. The written notification shall, at a minimum, include a description of the need for the designation and the start and end date for the designation.

PASSED, APPROVED AND ADOPTED on this 26th day of February, 2024, by the following vote:

AYES: COUNCILMEMBER(S):

NOES: COUNCILMEMBER(S):

ABSENT: COUNCILMEMBER(S):

ABSTAIN: COUNCILMEMBER(S):

Mayor, City of Carpinteria

ATTEST:

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

I hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Carpinteria held on February 26, 2024.

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

APPROVED AS TO FORM:

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



City of Carpinteria

COUNCIL AGENDA STAFF REPORT February 26, 2024

ITEM FOR COUNCIL CONSIDERATION

Agreement with West Coast Arborists, Inc. for Tree Maintenance Services.

STAFF RECOMMENDATION

Authorize the City Manager to execute a five-year Agreement with West Coast Arborists, Inc. for tree maintenance services in an amount not-to-exceed \$537,586.

Motion: I move to authorize the City Manager to authorize the City Manager to execute a five-year Agreement with West Coast Arborists, Inc. for tree maintenance services in an amount not-to-exceed \$537,586.

(This motion requires a roll call vote.)

BACKGROUND

The Public Works Department's Street Maintenance Program provides for the maintenance of all City rights-of-way including curbs, gutters, sidewalks, street landscaping, benches, trash receptacles, bicycle racks, tree trimming, removal of hazardous or dead trees, planting of new trees, and graffiti removal. Tree maintenance including tree trimming is performed by the Public Works Department Maintenance Division as well as through a contract services provider for larger work.

In 2015, the City solicited proposals through a Request for Proposal (RFP) process for tree maintenance services. On November 23, 2015, the City Council approved a five-year term Agreement with West Coast Arborists, Inc. that includes the option to extend the Agreement for three (3) one-year term periods and not to exceed a total of eight (8) years. On November 23, 2020, the City Council authorized the City Manager to execute Amendment No. 1 to the Agreement, extending the term for one year through November 23, 2021. On December 13, 2021, the City Council authorized the City Manager to execute Amendment No. 2, extending the term for one year through November 23, 2022. On November 14, 2022, the City Council authorized the City Manager to execute Amendment No. 3, extending the term for one year through

November 23, 2023. Amendment No. 3 was/is the last one-year term in accordance with the Agreement.

The purpose of this agenda matter is for the City Council to authorize the City Manager to execute a five-year Agreement with West Coast Arborists, Inc. for tree maintenance services in an amount not-to-exceed \$537,586.

DISCUSSION

Staff administered an RFP process as a best-value (BV) procurement process in order to again solicit tree maintenance services. The BV procurement process for maintenance-type services is a competitive procurement process in which the highest-rated firm is selected based on both qualifications and fee (i.e., upfront pricing). Qualifications are based on the following criteria:

1. The firm's qualifications and ability to perform the work based on information provided by the firm and client references.
2. The firm's supervisor, operators, and any subcontractor's qualifications, knowledge of local conditions, and ability to perform the work based on information provided by the firm.
3. The firm's responsiveness and availability to the City, and the ability of the firm's supervisor, operators, and any subcontractor(s) to effectively and efficiently provide the service.
4. The firm's understanding of the scope of services as demonstrated by its approach, the proposal's responsiveness to the RFP and the City's needs, and its demonstrated ability to meet the contract.
5. Based on client references, the firm's performance on similar services.

In January 2024, staff issued the RFP, as shown as Attachment A, to the following tree maintenance services companies (in alphabetical order):

Branch Out Tree Care, Inc. (Santa Barbara, CA)
Mark Crane's Tree, Inc. (Santa Barbara, CA)
Quality Tree Care and Landscaping (Santa Barbara, CA)
Treescapes Urban Forestry Management (Camarillo, CA)
West Coast Arborists, Inc. (Anaheim, CA)

Of these companies, staff received proposals from both Treescapes Urban Forestry Management and West Coast Arborists, Inc. Based on the aforementioned criteria, staff determined West Coast Arborists, Inc. as the highest-rated firm for its qualifications and proposal approach to performance and technological efficiency.

In brief, the proposed tree maintenance services by West Coast Arborists, Inc. includes the following tasks:

- Grid Tree Pruning
- Special Request Tree Pruning

- Line Clearance
- Young Tree Maintenance
- Root Pruning
- Tree and Stump Removal Operations
- Tree Planting
- Tree Watering
- Emergency Response
- Crew Rental
- Arborist Reports
- Plant Health Care

Details of these tasks are shown in the proposal within the Agreement, as shown as Attachment B.

The proposed fee, as also shown in the proposal within the Agreement, translates to approximately \$8,960 per month, which is approximately \$107,520 per year, for a five-year term. However, not all tasks would be ordered all at once by the City every month. That is, tasks would be ordered as an as-needed or on-call basis. So, the monthly fee would vary depending what task is ordered. The Agreement would be for an initial term of five (5) years with up to three (3) one-year optional extension periods at the City's discretion. Staff determined the fee proposal from West Coast Arborists, Inc. to be cost feasible.

POLICY CONSISTENCY

The provision of tree maintenance services is supportive of Carpinteria Municipal Code Chapter 12.28 (Street Trees, Shrubs and Plants) which establishes rules and regulations relating to the planting, care, maintenance and removal of trees, shrubs and any other plantings in public areas, rights-of-way and easements, and relating to certain activities on private property. Further, the recommendation may also be found consistent with the City's Street Tree Management Plan.

The recommendation is also consistent with the intent of the City's Purchasing System as specified by Carpinteria Municipal Code Chapter 3.32.

FINANCIAL CONSIDERATIONS

No Additional Funding Requested. There is sufficient budget in both 215-441-5356 – Tree Maintenance and 215-441-5357 – Tree Replacement for the remainder of Fiscal Year 2023/24. Future budget will be appropriated in the ensuing fiscal years for the initial five-year term of the Agreement, accordingly.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The execution of the Agreement is a maintenance-type service agreement and is exempt from the bidding procedures of the California Uniform Construction Cost Accounting Act for maintenance work. Further, the proposed Agreement is not for

supplies or equipment, and tree maintenance services are not required to be purchased as supplies or equipment through the bidding procedures of Carpinteria Municipal Code Chapter 3.32 (Purchasing System). However, a competitive procurement process is still required to be consistent with the intent and spirit of said chapter. The execution of the Agreement is based on the BV procurement process, which is a competitive procurement process and consistent with the intent and spirit of said chapter.

OPTIONS

The City Council could choose to:

1. Authorize the City Manager to execute a five-year Agreement with West Coast Arborists, Inc. for tree maintenance services in an amount not-to-exceed \$537,586. *(Staff recommendation)*
2. Not authorize execution of the Agreement and direct staff as determined appropriate.

PRINCIPAL PARTIES EXPECTED AT MEETING

West Coast Arborists, Inc.

ATTACHMENTS

Attachment A: Request for Proposal
Attachment B: Agreement for West Coast Proposal for Street Tree Services

Staff contact:
Stephon Downes, Management Analyst
(805) 755-4446; stephond@carpinteriaca.gov


Signature

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


Signature

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


Signature

ATTACHMENT A
Request for Proposal

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CITY of CARPINTERIA, CALIFORNIA

January 11, 2024

Re: Request for Proposals for Tree Trimming and Tree Maintenance Services

Dear Prospective Bidder,

The City of Carpinteria is soliciting Requests for Proposals (RFP) from qualified firms to perform tree trimming and tree maintenance services citywide. The selected firm will also be responsible for responding to the City's emergency tree issues.

The City is a California general law city providing local government services to a population of 13,547 on the South Coast of Santa Barbara County. The City currently has approximately 3,010 street trees located within the City's right-of-way laid out over five distinct districts. The regulations for tree maintenance are outlined in the City's Municipal Code and the City follows the American National Standards Institute (ANSI) for Tree Care Operations.

If you are interested in this opportunity, please complete the required forms in the enclosed RFP and deliver or mail the entire RFP and three copies in a sealed envelope clearly marked "Tree Trimming and Tree Maintenance Services Bid Proposal" to the address below.

Questions pertaining to the Scope of Work can be directed to Robert Howard, Public Works Supervisor at roberth@carpinteriaca.gov and any other questions may be directed to Stephon Downes, Management Analyst at stephond@carpinteriaca.gov. All questions related to this RFP are due by Wednesday, January 24, 2024 by 5:00 pm.

For more information and to obtain the required documents, please visit the City of Carpinteria, Department of Public Works web page at www.carpinteriaca.gov. Request for Proposals will be received until 2:00 pm on Wednesday, January 31, 2024 when the RFPs will be publicly opened in the Council Chambers at 5775 Carpinteria Avenue, Carpinteria, CA.

Thank you for your time, effort, and interest in our Tree Maintenance Services.

Sincerely,



John L. Ilasin, P.E.,
Public Works Director

Encl. RFP for Tree Trimming and Tree Maintenance Services

5775 CARPINTERIA AVENUE • CARPINTERIA, CA 93013-2603 (805) 684-5405 • FAX (805) 684-5304
www.carpinteriaca.gov

**CITY OF CARPINTERIA
REQUEST FOR PROPOSALS**

For:

TREE TRIMMING AND TREE MAINTENANCE SERVICES



Proposal Release Date:

Thursday, January 11, 2024

Questions Due by:

Wednesday, January 24, 2024
5:00 PM

Proposal Submittal Due Date and Time:

Wednesday, January 31, 2024
2:00 PM

COMPLETE THE FORMS WITHIN THIS RFP AND DELIVER OR MAIL THE ENTIRE RFP AND THREE COPIES IN A SEALED ENVELOPE CLEARLY MARKED "TREE TRIMMING AND TREE MAINTENANCE SERVICES BID PROPOSAL" TO THE ADDRESS BELOW.

Prepared by
City of Carpinteria
Department of Public Works
5775 Carpinteria Avenue
Carpinteria, CA 93013
(805) 684-5405

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RFP INFORMATION

INTRODUCTION

The City of Carpinteria (the “City”) is soliciting proposals from qualified companies to perform tree trimming and tree maintenance services citywide. The selected firm will also be responsible for responding to the City’s emergency tree issues. The terms Consultant/Contractor/Vendor will be referred to herein as “Contractor” in this Request for Proposals (RFP).

The City is seeking to award a tree trimming and tree maintenance contract for an initial term of five (5) years, with three (3) one-year (1-year) extension periods at the option of the City. The award will be made to the lowest responsive and responsible bidder.

BID SUBMISSION INSTRUCTIONS

Include all costs associated with performing the Scope of Services described in this RFP. Complete all the required forms in this RFP and submit one (1) original and three (3) copies of this entire RFP to the Public Works Department by the date and time stated on the coversheet of this RFP. This time and date is fixed and extensions will not be granted. Bid proposals received after the deadline will not be considered. Late submittals will be destroyed thirty (30) days after bid opening. **Bid Proposals shall be submitted in sealed envelopes clearly marked on the outside “Tree Trimming and Tree Maintenance Services Bid Proposal”.** Mail or deliver sealed bid proposals to:

US Mail / FedEx / UPS / Hand Delivery:	City of Carpinteria Public Works Department 5775 Carpinteria Ave. Carpinteria, CA 93013
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Bid proposals in the form of telephone calls, facsimiles or e-mails will not be accepted. The City does not recognize the U.S. Postal Service, UPS, FedEx, or other carriers in determining the date and time the bid was received.

It is the responsibility of the bidder to carefully examine this RFP and any addenda, which, if issued, will be posted on the City’s website.

Bid results are available upon request 2-3 business days after the bid opening. Posted bid prices are preliminary in nature and may not reflect the final cost calculation. No notification will be sent to unsuccessful bidders.

INQUIRIES

Only the following individuals may be contacted during the procurement process:

Questions Pertaining to Scope of Work	Name: Robert Howard, Public Works Supervisor Email address: roberth@carpinteriaca.gov
Questions other than Scope of Work	Name: Stephon Downes, Management Analyst Email address: stephond@carpinteriaca.gov

To provide adequate response time prior to the bid opening, all questions regarding this RFP must be submitted in writing to the appropriate person shown above by the time stated on the cover sheet of this RFP. If the issue materially affects the RFP, the information will be incorporated into an addendum and posted on the City's website.

No letters or correspondence will be sent notifying prospective bidders of any modifications or clarifications to this RFP.

SCOPE OF WORK

The Contractor will be required to perform and complete the tree trimming and tree maintenance work by providing all labor, tools, transportation, equipment, materials and supplies necessary to complete all work in a professional, thorough and timely manner, in accordance with standards and specifications as contained in this Section "Scope of Work."

A. ANNUAL MAINTENANCE PROGRAM

- 1) The Contractor shall be required to submit a work schedule based on the City's annual tree pruning requirements, tree removal and replacement program, and planting projects, as detailed in paragraph "F" of this Scope of Work section.

The bid shall include a recommended annual work plan, daily work schedules, personnel and vehicles that would be required to complete the annual maintenance program as described in paragraph "E" of this Scope of Work section.

Depending on the City's current and future tree trimming and tree maintenance needs, the scheduled work may require multiple crews to perform concurrently within the same time constraints.

- 2) The Contractor shall have competent working supervisors at each jobsite at all times when work is being performed. Each supervisor must be capable of communicating effectively both in written and oral English and hold the necessary certifications or credentials as described herein for that position. All supervisors must possess adequate technical background to ensure that all work is accomplished in accordance with the special provisions of this RFP.

B. EMERGENCY RESPONSE PROTOCOL

- 1) The Contractor is required to have a Project Manager available by telephone on a twenty-four (24) hour basis that is assigned to provide direct and prompt attention to requests from the City for emergency and after-hours tree service requests.
 - a. The Contractor shall acknowledge tree related emergency calls during normal business hours of operation and after-hours within fifteen (15) minutes of the initial call by the City.
 - b. The response time for a crew to arrive on-site for tree related emergencies during normal business hours of operation shall not exceed sixty (60) minutes.
 - c. The response time for a crew to arrive on-site for tree related emergencies outside of normal business hours of operation shall not exceed two (2) hours.

Failure to meet these requirements for timely response to emergencies shall result in a \$500 penalty for each occurrence, as the actual liquidated damages incurred by the City in such occurrence cannot readily be ascertained at this time.

C. CONTRACTOR EMPLOYEE PROTOCOL

- 1) The Contractor shall employ sufficient personnel qualified by reason of education, training and experience to discharge the services agreed to be performed by Contractor. Contractor shall provide service of the highest quality at all times, and personnel retained to perform this service shall be temperate, competent and otherwise fully qualified to fulfill the Contractor's obligations under the awarded contract.
- 2) All employees of the Contractor performing services shall be dressed in clean, unaltered uniforms with suitable company identification. No portion of the uniform may be removed while working. Employees not in uniform shall be immediately removed from the work area. The Contractor shall provide a standard uniform consisting of at least a shirt, complimenting pants, a belt and boots appropriate to the work. All shirts, jackets or safety vests shall be clearly marked with company identification and the name of the employee wearing the uniform in the field. Contractor's employees shall appear neat and well-groomed at all times. Contractor's employees shall wear brightly colored safety vests when operating machinery and/or while working within five hundred (500) feet of moving traffic or such other distance required by any applicable laws.
- 3) The Contractor's employees shall be subject to the following minimum requirements, skills, abilities and knowledge:
 - a. Have all proper licenses for operation of equipment utilized by such employee.
 - b. Ability to operate and maintain equipment in accordance with the manufacturer's recommendations.
 - c. Mechanical ability to make required operator adjustments to the equipment being used.
 - d. Knowledge of safety regulations as they relate to tree care and traffic control.
 - e. American Red Cross Standard First Aid Certification (minimum of one member of each crew).
 - f. Ability to communicate orally in English. Supervisor shall have ability to communicate in written English.
 - g. Demonstrated knowledge of tree care and related operations.

D. TREE INVENTORY

No later than three (3) months after full execution of the awarded contract for Tree Trimming and Tree Maintenance Services, the successful Bidder shall provide a complete city-wide update of the City's tree inventory. The tree inventory data shall

conform to the existing tree inventory database and include, but not be limited to, the following data fields:

1) Tree Location

A GPS tree inventory shall be created with a new database using the City's standardized addressing system for all parks and open space areas. The Contractor shall be required to create an ESRI ArcView/Arc GIS compatible "shape file" utilizing such data.

The inventory shall be capable of showing the location of every existing tree site and vacant tree site on the City's existing GIS base maps (streets, parcels, addresses, ROW and hardscape, etc.).

The tree inventory shall be conducted by visiting each tree site or vacant planting site and plotting the position. The data shall be compatible with the latest version of ArcView. The location shall be stated within one (1) foot accuracy.

The tree inventory shall also include the location and height of uplifted sidewalks. This information will be updated, at a minimum, on a weekly basis.

Contractor shall indicate whether such tree is a Specimen or Heritage Tree.

The Contractor shall update the tree inventory on a daily basis, as conditions require (e.g., tree removed, tree planted, etc.). The City shall have access to the updated data at all times per Paragraph "P" of this Scope of Work section.

2) Measurement of Canopy Spread

As a part of the data collection process, the successful Bidder shall measure the canopy spread of each tree using either a laser rangefinder or a Roll-a-Tape, to the nearest foot, using a pre-established uniform protocol. This data shall be included in the inventory database in a format suitable for use by the City.

3) Tree Condition

- a. General condition of individual trees
- b. Pruning requirements (i.e., recommended pruning cycle)
- c. Condition of surrounding hardscape (i.e. displacement, recent repairs)

E. FIVE YEAR TREE MAINTENANCE PLAN

Within ten (10) months of contract award, Contractor will review citywide tree inventory and will provide the City with a Five Year Tree Maintenance Plan (TMP). This plan will include the proposed annual grid trimming schedule outlining the plan for trimming each of the City's trees over a five year cycle, with exception for trees designated for more frequent trimmings. The TMP will be a five-year prioritized plan that identifies trees that need to be removed and replaced, as well as filling of vacancies. The TMP will present three (3) tree species as options for each tree site recommended for replacement. The options will take into account any of the City's appropriate planning documents such as the City's General Plan and Street

Tree Master Plan, as well as spacing concerns, area for planting, sidewalks, existing landscape, watering needs, etc. The TMP will include an estimated annual cost for each of the five years, for removal and replacement, assuming a 24" box replacement.

F. WORK QUALITY AND GENERAL STANDARDS

All work performed by Contractor shall comply with good arboreal practice for the particular species of trees being trimmed, shall be consistent with the Pruning Standards as adopted by the International Society of Arboriculture, and/or "Pruning Landscape Trees" by U.C. Agricultural Extension Service #AXT-288. The Contractor shall also meet the requirements of the most current American National Standards, Z133-1-1972, entitled "Safety Requirements for Tree Pruning, Trimming, Repair or Removal," published by the American National Standard Institute, Inc., 1430 Broadway, New York, New York 10018.

The City's designated representative shall determine if the Contractor has met all trimming requirements, and payment shall not be made by the City for trimming that is not in accordance with the above standards.

Prior to beginning the work, the Contractor shall review with the City's designated representative the various methods, tools and work scheduling to be used on the specific project to be undertaken.

Any structural weakness, decayed trunk or branches, or split crotches or limbs discovered by the Contractor during the course of trimming shall be reported to the City's designated representative for determination of action, as soon as it is discovered. When working on a tree, the Contractor shall be responsible for the removal of all vines entwined in the tree or around its trunk, and for the removal of sucker growth from tree trunks.

Daily tree trimming operations shall commence no earlier than 7:00 AM and shall be completed each day no later than 4:30 PM.

The Contractor's quality of work for all trimming of trees shall be such that if a tree has been trimmed within the last twenty-four (24) months, and there is an issue such as a limb drop, dead branches, etc., the Contractor will respond as directed by the City's designated representative (whether emergency or standard response) at Contractor's own expense.

A work zone shall be established and maintained for each tree trimming or other operations. The Contractor shall use all appropriate methods used in the field of tree trimming and tree maintenance for establishing and maintaining such work zone. No person other than members of the Contractor's work crew may be allowed to enter such work zone. If any person enters such work zone, the Contractor shall immediately cease all work and operation of all equipment until the work zone is clear.

G. PUBLIC NOTICING

The Contractor shall supply and post standard signage, with professional quality graphics, approved by the City's designated representative, on the trunk of the tree

at the work site at which work is to be performed, at least seventy-two (72) hours in advance of work with the signage clearly stating what type of work is to be done and what effect the work will have on parking availability at that particular site. Posting shall be affixed to the tree trunk using materials that do not cause permanent damage to the tree. In the event that a tree trunk is not available for posting, the Contractor shall affix the posting to a standard size safety cone and place that cone in the center of the parkway where a tree is to be planted or atop a stump that is scheduled for grinding.

The Contractor shall comply with all provisions of the Carpinteria Municipal Code (C.M.C.) regarding work to be performed on street trees and landscaping (See Carpinteria Municipal Code, Chapter 12.28).

H. TOOL SANITATION

On all trees, including palms, known or suspected to be diseased, pruning tools and cut surfaces shall be disinfected with a ten percent (10%) percent chlorine bleach solution after each cut and between trees where there is danger of transmitting the disease on tools. Fresh solution shall be mixed daily. Old solutions shall be disposed of through proper disposal methods. Dumping used or old bleach solutions on the ground or down the storm drain is strictly prohibited per the State Water Boards National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit Order No.R4-2012-0175. It is unlawful for any person to discharge non-storm water discharges to the MS4 unless the discharger meets the requirements set forth in the NPDES MS4 Permit.

I. WILDLIFE PROTECTION

Prior to the commencement of any work in the vicinity of any tree, each tree shall be visually surveyed, from all sides, for the sole purpose of detecting the presence of bird nests or wildlife of any type. If a nest is found and is determined to be active, there shall be no work of any type in the tree in which the nest is found without the written permission of the City's designated representative (C.M.C. Section 12.28.120). At no time shall any nest or wildlife be removed from its location. In the event that wildlife is accidentally displaced, the Contractor shall notify the City's Animal Control Division and/or the nearest appropriate animal rescue facility for assistance.

J. PRE-INSPECTION

Prior to the commencement of any work in the vicinity of any tree, the Contractor shall identify the location of utilities, irrigation components and/or any private property element(s) that could be compromised by any work activity. If identified, the Contractor shall take appropriate action to protect same. If, during the course of pre-inspection, the Contractor identifies damage that exists before the onset of work, the Contractor shall document the damages with photos and report such damage to the City's designated representative prior to commencing work in that area. All photo documentation shall have the time and date embedded. Any claim of damage that cannot be refuted by photo-documentation and/or a written report to the City's designated representative shall be considered the responsibility of the Contractor.

K. SETUP, OPERATIONS, EQUIPMENT STAGING

The Contractor shall setup, operate and stage in a manner that presents the least amount of disruption to residents, businesses, the public and traffic flow. Outside of an emergency situation, at no time will multiple setups or equipment staging be allowed on both sides of a street within the same block. Equipment shall never be stored or left unattended on a public street, City facility or private property. The staging of equipment shall not be exempt from the work hour restrictions defined herein.

L. IDENTIFICATION AND REPORTING OF HAZARDS

While performing work of any type, the tree worker should inspect for any obvious hazards related to trees, including uplifted sidewalk segments. All hazardous situations should be corrected or promptly reported to the City's designated representative. Any defective or weakened trees shall be reported to the City's designated representative. The Contractor will be responsible for providing the City with the location and height of the uplifted sidewalks as part of the GIS mapping inventory. This information will be updated, at a minimum, on a weekly basis.

M. RISK MANAGEMENT

Tree work is a controlled task. At no time should work be performed so as to result in a loss of control incident (e.g. free-falling large limbs or trunk sections, hinge cutting to avoid use of ropes/hoisting equipment, lack of safety apparatus/equipment guards, improper use/loading of equipment). Failure to maintain control at all times shows a lack of planning and judgment, which is considered dangerous, and can result in serious injury or death. The Contractor will be held fully liable for any damages and/or injuries. In addition the Contractor shall be responsible for the mitigation of any damages related to a loss of control incident, and indemnification and defense obligations of the City.

N. CLEANUP OF GREEN WASTE AND DEBRIS

Limbs, logs or any other debris resulting from any tree operations shall be promptly and properly removed. The work area shall be kept safe at all times until all operations are completed. Under no circumstances shall the accumulation of brush, limbs, logs or other debris be allowed to pose a hazard to the public. During production trimming and removals, debris shall be removed from public rights of way and private property within one (1) hour of the completion of work on the tree from which the debris was generated. All trimming activities shall cease immediately if clean up equipment ceases to function or is not available (e.g. loader, roll off equipment, staff). Street rights of way shall not be used to stage unattended debris generated during standard work hours. All debris from tree operations shall be cleaned up each day before the work crew leaves the site. All lawn areas shall be raked, all streets/sidewalks shall be swept, and all brush, branches, or other debris shall be removed from the site. Areas are to be left in a condition equal to or better than that which existed prior to the commencement of tree operations. No material is to be allowed to enter any storm drain nor shall any member of the public be allowed into the work area. Under no circumstances shall

any member of the public be allowed to collect, salvage, or remove any brush, limbs, logs or other debris from the work area.

O. DISPOSAL OF MATERIALS

The Contractor shall provide to the City evidence of Recycling Credit under C.M.C. 8.08 for all green waste produced as a result of the Contractor's operations under the terms of an awarded contract. All green waste shall be reduced, reused, recycled, and/or transformed by the Contractor. Weight slips shall be required as proof of final disposal and must be submitted to the City with each demand for payment. All brush generated from tree trimming operations shall be recycled where practical.

1) Wood Chips

Reducing shall include but not be limited to chipping, grinding, and/or shredding operations. Disposal is to be at City Hall for use in the residential mulching program, or through use as mulch on City property at the direction of the City's designated representative.

The City shall have first right of refusal as to the use of all disease-free wood chips generated from chipping, grinding, and/or shredding operations. Chips generated from trimming operations within the City of Carpinteria may be dumped and spread at a City designated site with written permission from the City's designated representative.

Wood waste generated from tree removals shall be chipped into pure wood chips with an even uniform size. Diseased trees shall not be commingled with regular trees in the creation of wood chips. The disease-free chips shall be dumped and spread in specified locations in the City at the direction of the City's designated representative. It is the responsibility of the Contractor to appropriately dispose of diseased trees.

P. RECORD KEEPING

The Contractor shall provide and operate, a computerized tree inventory system that is compatible with the current City inventory system and shall upload all historic data. The system shall be password accessible twenty-four (24) hours each day of the year via the internet. Historic tree inventory and work history data, to be provided to the City, shall be uploaded and operational within the Contractor's tree inventory system prior to the commencement of all tree service work under the terms of an awarded contract. Thereafter, the Contractor shall update and maintain the tree site specific, internet accessible, computerized tree inventory system to reflect changes in baseline data (e.g. species, height, diameter) and to record the date, cost and crew identity for any trimming, removal, planting or emergency response work that occurs at any tree site at which tree work is performed. The system shall be upgraded to reflect the removal and replacement of trees, as well as the addition of trees to the inventory. The system shall be capable of maintaining and displaying all past work histories for any and all tree sites in the inventory, both individually and collectively by query, as well as future scheduling to the extent known. All aspects of the system including, but not limited to, data entry, system maintenance, system hardware and/or software upgrades and server security and stability shall be the responsibility of the

Contractor and shall be provided at no cost to the City. The system shall not be proprietary in the nature of its function and shall operate and interface with common computer software and web based applications, including the ability to export data into common spreadsheet applications. The records created for the City shall be the property of the City and shall be uploaded to the City's system no less than twice per week.

Tree site/task specific hardcopy backup data for any work that has occurred during a billing cycle shall accompany the invoicing for that period and shall be accessible for review on the internet based computerized tree inventory system prior to the submittal of invoicing for that work. Invoicing for work that does not meet the requirements defined herein will not be processed for payment until such time as the requirements have been satisfied.

Failure to meet and maintain the requirements for the computerized tree inventory system shall be grounds for termination of the awarded contract.

Q. ACCIDENT INVESTIGATION

Any duty-related incident which results in any injury shall be reported to the City's designated representative within one (1) hour by the Contractor. The Contractor shall cooperate fully with the City in the investigation of any incident, injury or death occurring on City property including a complete written report submitted by the Contractor to the City's designated representative, or assignee, within twenty-four (24) hours following the occurrence.

Should any structure or property be damaged during a permitted or contracted tree operation, the persons conducting the work shall immediately notify the property owners and the City's designated representative within one (1) hour. The Contractor shall make all arrangements for repairs to damaged property within forty-eight (48) hours, except utility lines, which shall be repaired the same working day. The Contractor shall be solely responsible for contacting all utilities, neighboring property owners, and contractors required to complete such repairs. Repairs on private property shall be made in accordance with the appropriate building code under permits issued by the City as applicable. Any damage caused by the Contractor shall be repaired or restored by the Contractor at the Contractor's expense to a condition similar or equal to that existing before such damage or injury, or the Contractor shall repair such damage in a manner acceptable to the City.

Special attention shall be made to existing irrigation systems, plant material, landscape features, lights and utility boxes in City parkways, parks and public landscape areas and in order to avoid damage. Any damage that occurs must be repaired on the same day that the damage occurs. The Contractor may self-perform such work on irrigation systems upon approval and acceptance of such work by the City's designated representative.

The Contractor's responsibility shall be continuous and not be limited to working hours or days.

R. INSPECTIONS

The City's designated representative shall be furnished with every reasonable means for ascertaining full knowledge of the daily tree maintenance operations involving the workmanship, character of materials and equipment used and employed in the work. Each day, the Contractor shall be required to provide the City's designated representative, with a written schedule of all daily tree maintenance operations including but not limited to trimming, planting, removals, stump grinding, root pruning, and watering.

Inspection of the work shall not relieve the Contractor of any obligations to complete the work as outlined in this RFP. Defective work shall be made good even if the defective work was not pointed out during the initial inspection and the work was accepted for payment.

Any work found to be unacceptable by the City will be noted in writing to the Contractor. Upon receipt of notice of any deficiencies, the Contractor shall make a reasonable effort to correct the deficiencies within five (5) working days. If unacceptable conditions are not corrected within this time period the City shall have the right to deduct payment or have services performed by others at the Contractor's expense.

S. WITHHOLDING PAYMENT

The City may withhold payment to such extent as may be necessary to protect the City from loss due to one or more of the following reasons:

- 1) Defective, unsatisfactory or inadequate work not corrected.
- 2) Claims filed or reasonable evidence indicating probable filing of claims.
- 3) Failure of the Contractor to make proper payments to subcontractors or for materials or labor.
- 4) A reasonable doubt that the awarded contract can be completed for the balance unpaid.
- 5) Property damage that resulted from an incident.

T. MINOR MODIFICATIONS AND/OR ADDITIONAL WORK

The City may modify this scope of work with the joint approval of the Contractor and the City's designated representative or assignee. All modifications shall be in writing.

- 1) In the event that the City should require additional work beyond the requirements of this scope of work, the Contractor shall perform all work based on the unit prices provided in the bid price sheet in this RFP.
- 2) Additional work may be added to the scope of work as the need arises. The Contractor shall perform all specified and approved additional work at the unit prices submitted in the bid price sheet in this RFP.
- 3) The Contractor will be required to demonstrate the ability to properly execute the expanded workload with the necessary increase in labor, materials and equipment needed to complete the additional work in a timely manner.

U. GRID TREE PRUNING

Any tree work performed on a City tree must be done according to the City's specifications. The criterion for pruning depends on the type or purpose of pruning.

1) General Specifications for hardwood tree pruning

- a. The Contractor shall consult with the City's designated representative before making any cuts that could result in permanent disfigurement of the structure of any tree.
- b. The Contractor shall prune trees to prevent branch and foliage interference with safe public passage. The Contractor shall maintain street clearance to a safe distance above the public right-of-way at a minimum of eighty-four (84) inches above the surface of a public sidewalk or pedestrian way. Exceptions are allowed for young trees, which would be irreparably damaged by such pruning action. If pruning to these standards would result in permanent disfiguration of a tree, the Contractor shall not prune the tree until such time direction is obtained from the City's designated representative.
- c. The Contractor shall use best practices when removing a live branch and shall include pruning cuts in branch tissue just outside the branch bark ridge and collar, which are trunk tissue. If no collar is visible, the angle of the cut should approximate the angle formed by the branch bark ridge and the trunk.
- d. When removing a dead branch, the final cut should be made outside the collar of live callus tissue. If the collar has grown out along the branch stub, only the dead stub should be removed, the live collar should remain intact and uninjured.
- e. Whenever pruning involves the removal of limbs that are too large to hold securely in one hand during the cutting operation, the limb shall be cut off first at a point several feet beyond the intended final cut. The final cut shall be made in a manner to prevent unnecessary tearing back of the bark and wood. Cuts that result in tearing of tissue on limbs below cuts shall be corrected.
- f. All final tree pruning cuts shall be made in such a manner to favor the earliest possible covering of the wound by natural callus growth. Excessively deep flush cuts, that produce large wounds or weaken the tree at the cut, shall not be made. The branch collar should not be removed.
- g. All dead and dying branches and branch stubs shall be removed.
- h. All broken or loose branches shall be removed.
- i. Branches that are developing in such a manner as to become larger than the limbs they originate from shall be removed.

- j. When encountering limbs that are weighted with more foliage than the limb is likely to support, branches shall be selectively pruned toward the end of the limb in order to reduce end weight and thus decrease the likelihood of limb failure.
- k. Branches that create sight line conflicts with traffic control signs and/or devices shall be selectively pruned.
- l. Branches that are within five (5) feet of a structure shall be selectively pruned.
- m. Trees of sprout or sucker growth shall be cleared to a minimum height of ten (10) feet above ground level. Exceptions are allowed for young trees, which would be irreparably damaged by such pruning action.
- n. Trees shall be pruned to maintain a balanced appearance when viewed from the opposite side of the street immediately opposite the tree, unless authorized by the City's designated representative to do otherwise.
- o. All vines entwined in trees and on tree trunks shall be removed. Vine tendrils shall be removed without injury to trees. Vines include, but are not limited to, ivy and mistletoe.
- p. Tree limbs shall be removed and controlled in such a manner to cause no damage to other parts of the tree, or to other plants or property.
- q. All tools used on a tree known to contain an infectious tree disease shall be properly disinfected immediately before and after completing work on such tree.
- r. All pest infestations relating to termites, bees, hornets, or wasps shall be promptly reported to the City's designated representative.
- s. All cutting tools and saws used in tree pruning shall be kept sharpened to result in final cuts with an un-abrasive wood surface and secure bark remaining intact.
- t. All trees six (6) inches in diameter or less shall be pruned with hand tools only.
- u. Chain saws shall not be permitted to remove any branches two (2) inches or less in diameter. This is to prevent any unnecessary abrasions to cambial tissue that may predispose a tree to insect and/or future disease/decay problems.
- v. Any extraneous metal, wire, rubber or other material interfering with tree growth shall be removed when possible.

The use of climbing spurs or spike shoes in the act of pruning trees is prohibited, unless specifically directed by the City, to aid in the safety of climbers performing the removal of a tree.

2) Crown Raising/Clearance Prune:

A Crown Raising or Clearance Prune is performed when conditions within the crown of a hardwood tree are such that a certain objective needs to be met or a certain condition needs attention. A crown raising or clearance prune does not involve the detail of work found in a full prune. Crown raising or clearance pruning may consist of one or more of the following pruning types:

- a. Crown Raising: Crown Raising consists of removing the lower branches of a tree in order to provide clearance for buildings, vehicles and pedestrians. It is important that a tree have at least one-half of its foliage on branches that originate in the lower two-thirds of its crown to ensure a well-formed, tapered structure and to uniformly distribute stress within the tree.
- b. Clearance Prune: Clearance Prune is employed as a means of eliminating limbs from the crown of a hardwood tree when an entire pruning of the tree is not warranted. Clearance pruning does not involve the fine detail work described herein as "full prune."

3) Pruning Specifications for individual Hardwood Species

a. General Trimming and Shaping of Conifers

Two basic classes of conifers can be found in the City, those with branches radiating out from the trunk in whorls such as Pine trees or Cedar trees and those that sprout branches in a random manner such as Juniper or Taxus. Conifers shall typically be pruned in late winter or early spring. Typically, up to thirty percent (30%) of the live foliage may be removed unless directed otherwise by the City's designated representative.

1. The Contractor shall avoid damaging the central leader on all conifers. In specific cases the City's designated representative may direct the Contractor to remove the central leader in an effort to limit the height of specific trees.
2. At the time of pruning, the City's designated representative shall determine which trees shall have the new growth pinched back in an effort to control canopy size.
3. To control the growth of large mature conifers the Contractor shall be required to prune the new growth of lateral limbs.
4. Typical pruning of conifers shall consist of removing crossed limbs, deadwood or unwanted branches from the interior of the canopy.

b. General Trimming and Shaping of Broadleaf Trees

Follows the shape indicated by the natural growth habits of each tree species. Trimming and shaping of trees shall be as directed by the City's designated representative and in accordance with the following:

1. Cut to laterals to preserve the natural form of the tree, leaving the head open enough for the branching system to show and permitting the dead material to be easily cleaned out and light to show through the head. Tree foliage shall be reduced by at least twenty-five percent (25%) and up to thirty percent (30%).
2. In specific cases the City's designated representative may direct the Contractor to reduce the size of the tree crown in an effort to limit the height of specific trees.
3. Dead wood or weak, diseased, insect-infested, broken, low, or crossing limbs shall be trimmed and removed. Branches with an extremely narrow angle of attachment should normally be removed.
4. Small limbs, including suckers and waterspouts, shall be cut close to the trunk or branch from which they arise.

Heading cuts and/or topping shall not be allowed under any circumstances. Heading, rounding over, or stubbing shall not be an accepted practice for reducing the size or the framework of any tree.

V. SPECIALTY PRUNE CLASSIFICATIONS FOR HARDWOOD TREES

A Full Prune is performed when conditions within the crown of a hardwood tree are such that the entire tree needs to be fully pruned. Complete pruning is recommended when the primary objective is to maintain or improve tree health and structure, and includes pruning to reduce overall canopy mass and excessive wood weight. Trees that are identified for a Full Prune shall have no more than thirty percent (30%) of the live foliage removed. A Full Prune typically consists of one or more of the following pruning treatments:

1. Crown Cleaning: Crown Cleaning or cleaning out is the removal of dead, diseased, crowded, weakly attached and low-vigor branches and water sprouts from the entirety of the tree crown. Care must be used to avoid stripping branches of all foliage at the interior of the tree crown. This practice, known as "lion tailing" disrupts the structural integrity of the tree, making it subject to limb and branch failure, especially during high winds.
2. Crown Thinning: Crown Thinning includes crown cleaning and the selective removal of branches to increase light penetration and air movement into and through the crown. Increased light and air stimulates and maintains interior foliage, which in turn improves branch taper and strength. Thinning reduces the wind-sail effect of the crown and the weight of heavy limbs. Care must be used to avoid stripping branches of all foliage at the interior of the tree crown. Thinning the crown can emphasize the structural beauty of the trunk and branches as well as improve the

growth of plants beneath the tree by increasing light penetration. When thinning the crown of mature trees, up to thirty percent (30%) of the live foliage may be removed unless directed otherwise by the City's designated representative.

3. Crown Reduction: Crown Reduction is used to reduce the height and/or spread of a tree. Crown reduction varies from topping, a destructive practice, in that cuts are not made indiscriminately, resulting in large stubbed off limbs that are subject to decay. While reducing a crown, tree workers must adhere to basic tree trimming practices involving limb/branch size relationships and use of the branch bark collar to avoid the onset of decay at cut sites.
4. Crown Restoration: Crown Restoration is a corrective pruning used to restore the form of crowns that have been previously damaged. This treatment is best performed by tree workers who have a good understanding of the effects of pruning for the cultivation of tree canopies.

W. PALM TREE PRUNING

Any tree work performed on a City tree must be done according to the City's specification. The criterion for pruning depends on the type or purpose of pruning. Palm Pruning consists of maintaining the crowns and trunks of palm trees including the pruning of spent or declining fronds, seed pods and the skinning or shaping of spent petiole bases into a ball or nut as applicable by palm type.

- 1) The specifications for the pruning of palm trees are as follows:
 - a. While making an approach to the palm crown for pruning, the Contractor shall inspect the trunk of the palm tree for signs of decay, insect frass, bird nesting or any other condition suggestive of a structural abnormality. Upon finding any condition suggestive of a structural abnormality of the palm stem, the Contractor shall report to the City's designated representative immediately.
 - b. Fronds shall be trimmed using a handsaw or pole saw that has been sterilized for no less than five (5) minutes by having the entirety of its cutting blade submersed in an equal solution of bleach and water before and after the handsaw is used to cut the fronds of any other palm tree.

At no time shall a chainsaw be used to prune any frond from any Canary Island Date Palm (*Phoenix canariensis*) in the City. The use of chainsaws to prune any frond from any Canary Island Date Palm will result in monetary penalties up to the cost of replacement of the palm.

Live, healthy fronds, initiating at an angle of ninety degrees (90°) or greater from the horizontal plane, shall not be removed. Fronds removed should be cut close to the petiole base, taking into consideration the role of petiole bases in the formation and

maintenance of the ornamental ball at the base of the canopy, as applicable by species. Live trunk tissue should never be cut while pruning palm fronds.

- c. Using properly sterilized equipment as described herein, any fruit or flower structures in the crown of the palm shall be removed concurrently with frond pruning. At no time shall a chainsaw be used to cut any fruit or flower from any Canary Island Date Palm (*Phoenix canariensis*) in the City. The use of chainsaws to prune any fruit or flower structures from any Canary Island Date Palm shall result in severe penalties up to the replacement cost.

Care shall be taken in the handling of fruit and flowers as they are likely to release clear liquids that react with and can cause staining to hardscape elements. The Contractor shall be responsible for removing palm fruit related stains from private property hardscape elements.

- d. Maintenance of the ornamental ball located at the base of the palm canopy, directly below the live fronds, shall be as described by species as follows:

1. Canary Island Date Palm (*Phoenix canariensis*): dead petiole bases shall be formed into an ornamental ball which begins directly below the lowest green fronds and acts to provide a base of support to the palm crown. This ornamental ball shall be uniform and smooth in appearance and shall extend no less than four (4) feet and no more than eight (8) feet below the lowest live frond in the crown. Ornamental balls with flattened or "stop sign" sides will not be accepted. The upper portion of the ornamental ball shall not taper in, resulting in a "pineapple" appearance as this treatment defeats the support capacity of the ball. The distal portion of the ball shall begin at a point flush with the periphery of the palm trunk and make a gradual taper upwards until it reaches the periphery of the shaped ornamental ball. While forbidden to use chainsaws for pruning fronds, fruit and flowers from any palm tree in the City, the Contractor may use a clean chainsaw in forming and/or shaping the ornamental ball of a Canary Island Date Palm. The use of a sharpened shovel in shaping and maintaining ornamental balls often results in ornamental balls which have flat, un-tampered bottoms that are likely to relax and collapse into pedestrian and vehicular traffic zones with grave consequences.

The Contractor shall use care not to cut into live trunk tissue while maintaining the ornamental ball. The Contractor shall remove any foreign plant material that has sprouted in an ornamental ball. The Contractor shall verify that the ornamental ball meets the standard described herein each time a Canary Island Date Palm is pruned.

2. Date Palm (*Phoenix dactylifera*): spent petiole bases are left to form a supportive "base" below the lowest green fronds of the crown. Unlike the ornamental ball of a Canary Island Date Palm (*Phoenix canariensis*), the base does not require ornate shaping.

Instead, spent petiole bases are left uniformly long to form the base of the canopy, which shall extend no less than four (4) feet and no more than six (6) feet below the lowest live frond in the crown. While forbidden to use chainsaws for pruning fronds, fruit and flowers from any palm tree in the City, the Contractor may use a chainsaw in forming and/or shaping the base of a Date Palm by shortening a number of the lower petiole bases to bring the length of the nut to standard. The Contractor shall use care not to cut into live trunk tissue while maintaining the nut. The Contractor shall verify that the base meets the standard described herein each time a Date Palm is pruned.

3. Queen Palm (*Syagrus romanzoffianum*): loose petiole bases are to be removed each time the crown of a Queen Palm is maintained. Petiole bases that are attached to live trunk tissue shall be left undamaged.
4. King Palm (*Archontophoenix cunninghamiana*): loose petiole bases are to be removed each time the crown of a King Palm is maintained. Petiole bases that are attached to live trunk tissue shall be left undamaged.
5. Mexican Fan Palm (*Washingtonia robusta*): spent petiole bases are left uniformly long to form a base which shall extend no more than four (4) feet below the lowest live frond in the crown. Using hand tools, the Contractor shall skin the trunk area below the base clean without causing damage to live trunk tissue. The Contractor shall verify that the base meets the standard described herein each time a Mexican Fan Palm is pruned.
6. California Fan Palm (*Washingtonia filifera*): spent petiole bases are left uniformly long to form a nut which shall extend no more than eight (8) feet below the lowest live frond in the crown. Using hand tools, the Contractor shall skin the trunk area below the base clean without causing damage to live trunk tissue. The Contractor shall verify that the base meets the standard described herein each time a California Fan Palm is pruned.

X. TREE REMOVAL

Tree removal consists of the removal of the entirety of a hardwood tree or palm tree and the removal of its root system.

1. The Contractor shall comply with all general specifications standards described herein.
2. The price given by the Contractor for tree removals shall be inclusive of all staff, materials and equipment necessary to remove trees as described herein.
3. The Contractor shall identify the location of all utilities and private property

landscape irrigation components prior to the removal of a tree and its root system. The Contractor shall notify the City's designated representative in writing of any condition that prevents the removal of a tree and/or the grinding of its root system. The Contractor shall take all responsibility for any damage that occurs once the process of removing a tree and/or associated root grinding begins.

4. The Contractor shall comply with wildlife protection standards described herein whenever removing a tree.
5. The Contractor shall not remove any tree without first confirming that the tree being considered is indeed the tree to be removed. Any confusion should be resolved by contacting the City's designated representative for assistance. The errant removal of trees shall be penalized up to the cost of the replacement.
6. During a tree removal, the Contractor shall maintain control of the tree and its parts at all times, which shall include the selection and use of proper techniques and equipment. At no time shall branches, limbs or tree trunks be allowed to freefall and create damage of any type. The Contractor will be held liable for loss of control incidents and shall pay for all damages and associated costs.
7. Cranes and other rigging equipment shall be properly certified, with evidence of such available for inspection prior to use of said equipment in the City. Crane operators shall be certified by the National Commission for the Certification of Crane Operators (NCCCO) and shall display current certification prior to operating a crane in the City. The use of cranes and certified operators shall not result in additional charges to the City beyond the unit price for the work being performed (e.g., the price for tree removal).
8. While loading and handling debris, the Contractor shall maintain control at all times so as not to result in damage to the public rights of way or private property. In addition, the Contractor shall not drop logs or trunks as to create undue noise or shock impact related damages to public and/or private property.
9. Except in hillside areas where the stump needs to remain for soil stability, in the event that the stump is not removed the same day as tree removal, the stump shall be removed as described herein, no more than thirty (30) days from the initial tree removal. The Contractor shall be responsible for maintaining a Tree Stump Removal List on a daily basis with such list provided to the City weekly. Should the removal of any stump not occur within the thirty (30) day period, the Contractor will remove the stump, within forty-eight (48) hours of notification by the City, at the Contractor's expense. Stumps, including the root flare shall be ground to a depth of no less than eighteen (18) inches. Surface roots shall be traced and ground to a depth of no less than eight (8) inches. Debris generated by stump grinding and root removal shall be removed from the site and replaced with a topsoil mix. Chips and stump grindings shall not be used as a backfill material.

10. As directed by the City's designated representative, trees on hillsides should be removed to a depth of one inch below grade, cut at the angle of the grade. The indentation shall be filled by the Contractor with wood chips.
11. The Contractor shall be responsible for the repair of any private property including any irrigation system components damaged during a tree removal or stump grinding. Repairs shall be made using components matching those that were damaged.

Y. TREE PLANTING AND YOUNG TREE CARE

1. Tree Planting

Tree planting consists of the installation of a nursery stock container or palm trees supplied by the Contractor.

- a. The Contractor shall comply with all general specifications standards described herein.
- b. As stated previously herein, the Contractor shall identify the location of all utilities and private property landscape irrigation components prior to the planting of any tree. The Contractor shall assume full responsibility for any damage that occurs during the planting of any tree.
- c. The Contractor shall supply quality nursery stock which is fully rooted and representative of recognized standards for size and quality of the tree being planted. The Contractor will provide the City with a copy of the bill of lading (or other such documentation) indicating the nursery from which the tree is purchased.
- d. Brown trunk height (BTH) for palm trees shall be measured from the top of the root ball to the lowest green frond attached to the trunk at an angle of ninety (90) degrees.
- e. Planting stock shall be well watered prior to shipping and covered during transport. Trees that are delivered uncovered, with a dry or fractured root ball or with broken scaffold limbs will be rejected. Root bound material will be rejected. Palms that are delivered uncovered, with a dry root ball or with a soilless root ball will be rejected.
- f. The Contractor shall not begin excavation for the planting of a tree without first confirming that the planting site being considered is indeed the site intended for the planting of a tree. Any confusion should be resolved by contacting the City's designated representative for assistance. In excavating planting pits, the Contractor shall not excavate deeper than the depth of the root ball of the tree being installed. The bottom of the planting pit shall be undisturbed so that the planted tree will not settle below top of root ball grade standards defined herein. As the width of the parkway allows, the Contractor shall excavate the planting pit to be two (2) times the width of the root ball of the nursery stock being planted.

- g. All nursery containers and box sides shall be removed from tree root balls prior to planting. The Contractor shall not install trees with box bottoms left on. All container debris (e.g. strapping, box fragments, and nails) shall be removed from the planting pit prior to backfilling.
- h. The Contractor shall install the tree or palm so that the top of the root ball is two (2) inches above the top of curb so that the trunk flare is completely exposed. In the event that there is no curb (i.e. park site), the Contractor shall install the tree or palm so that the top of the root ball is two (2) inches above the surrounding finished grade. The Contractor shall not resort to cutting or trimming the root ball as a means of meeting grade standards.
- i. The Contractor shall backfill hardwood tree plantings with an equal mix of excavated soil and topsoil. The topsoil portion of the backfill mix shall contain no more than ten percent (10%) well decomposed organic fines.
- j. The Contractor shall backfill palm plantings with one hundred percent (100%) washed mortar (plaster) sand.
- k. While backfilling, the Contractor shall cease backfilling when the planting pit is one-half (1/2) full, and apply water to remove air pockets from the backfill. Once the water has drained, the Contractor shall resume backfilling the planting pit. A watering basin shall be constructed in a uniform circle and shall extend from the center of the tree trunk to six (6) inches beyond the edge of the root ball. The top of the watering basin shall be graded and maintained uniformly with the upper edge of the basin maintained at a grade of four (4) inches above the root flare of the tree.
- l. The Contractor shall be responsible for the stability of all planted trees. The nursery stake shall be removed from the trunk of the tree (as applicable) and the tree shall be double staked using two (2), two (2) inch lodge pole stakes of a length sufficient to be installed beyond the depth of the planting stock root ball and to extend to the lowest branches of the installed tree's crown. The stakes shall be installed an equal distance from the trunk of the tree and shall be installed perpendicular to the street or sidewalk and shall be installed so that one stake is orientated one hundred eighty degrees (180°) opposite the other stake. The root ball shall not be damaged by the installation of stakes. The stakes shall not be in contact with any aerial part of the tree. The trunk of the tree shall be attached to the stakes using City approved tree ties installed as per the manufacturer's specifications.
- m. The Contractor shall not use hoses, equipment or water from private properties while installing or watering parkway trees.
- n. If a new tree dies within a one (1) year period from planting, the Contractor shall replace it with a like specimen within seven (7) days of discovery, at the Contractor's expense.

- o. If a new tree is determined to be diseased within two (2) years of planting, the Contractor shall replace it with a like specimen, within seven (7) days of discovery, at the Contractor's expense.

2. New Tree Care

New Tree Care consists of the irrigation of young trees which have been installed by the Contractor and the cultivation of new canopy coverage. This irrigation will continue as directed by the City's designated representative.

- a. The Contractor shall comply with all general specifications standards described herein.
- b. As stated previously herein, the Contractor shall identify the location of all utilities and private property landscape irrigation components prior to the planting of any tree. The Contractor shall take all responsibility for any damage that occurs during the planting of any tree.
- c. The Contractor shall not use hoses, equipment or water from private properties when watering parkway trees.
- d. While performing tree watering, the Contractor shall maintain the tree watering basin to include the removal of weeds and debris and the maintenance of the watering basin to size and grade standards defined herein.
- e. Trees shall be watered in such a manner that does not result in erosion of the tree watering basin, splashing of parked vehicles or damage to any of the tree's surroundings. Haphazard riggings and/or watering out of the window from the cab of watering equipment will not be tolerated.
- f. The Contractor shall maintain a daily log of trees watered. The log shall list the trees watered by site. A printed copy of the log, which shall be maintained in digital format, must accompany invoicing for tree watering services by the Contractor.

CONTRACT TERM

The awarded contract term is five (5) years, effective from the date of execution of the contract, with the City's option to extend the contract on the same terms for three (3) additional one (1) year periods. The City shall not be required to provide "cause" or any reason whatsoever should it elect not to renew. The contract term and all extensions thereto shall not exceed a total of eight (8) years.

AWARD CRITERIA

General Provision – The award of any contract shall be at the sole discretion of the City. It is the intent to make an award to one Bidder for all requirements although the City reserves the right to make multiple awards depending on the City's needs and what

is in the best interest of the City. The City may accept or reject any or all bid proposals in whole or in part and may waive informalities in the process. The contents of the proposal of the selected Bidder will become the basis for a contractual obligation when the award of bid is made.

Tree Maintenance Services Bid Award – The City will award a contract to the lowest responsive and responsible bidder, provided that the Bidder is determined to be qualified based on the requirements listed herein. To determine the lowest bid, the City will review the Grand Total for each Bidder as indicated on the Bidder's Bid Price Sheet.

In order to be determined responsive, a Bidder must respond to all requested information and supply all required information in this RFP. Any bid may be rejected if it is conditional, incomplete or contains irregularities. Minor or immaterial irregularities in a bid may be waived. Waiver of an irregularity shall in no way modify this RFP nor affect recommendation for award of a contract.

Grand Total Bid - The grand total bid shall be calculated by adding the extended prices for all services as listed under General Services, Emergency Services, and Other Costs.

The extended prices shall be calculated by each Bidder and tallied for each service as well as each sub-total and the grand total. The extended prices are intended to show a potential amount of monthly service and are being used for the sole purpose of evaluating unit service costs to determine the lowest bidder. Nothing in this RFP or in the estimated amount of units shown in the extended prices is intended to be nor shall be taken to be a guarantee of such amount of any work, or amount of compensation under any future contract. The successful Bidder shall be paid on the unit price only for work performed under the awarded contract executed by the successful Bidder and the City. The Contractor shall pay California Prevailing Wage Rates to all its employees.

The City will review only the grand totals for determination of the lowest Bidder, and will confirm the unit prices of the lowest Bidder for accuracy. If the apparent lowest Bidder is determined to have a mathematical error in the tabulation of the grand total, a sub-total, or an extended price, the City shall notify all bidders of such error and shall revise such Bidder's grand total to reflect the corrected sum.

REQUIRED QUALIFICATIONS

Contractors submitting bids must hold both a valid State California C-27 (Landscaping) and a C-61/D49 (Limited Specialty/Tree Service) Contractor's License. Both licenses must be in good standing for the previous three (3) consecutive years without any official unresolved record of complaints registered or filed with the California Department of Consumer Affairs.

The Contractor shall have OSHA certification for aerial equipment to be used throughout the term of the awarded contract.

The Contractor's personnel must be qualified and trained in the tree maintenance industry. This will include the staffing of a project manager who shall be an ISA Certified Arborist, and fluent in the English language. At all times during contracted tree maintenance activities the firm shall have work crews on site that are represented by an

English speaking supervisor who can receive and carry out instructions given by designated City representatives.

The Contractor shall be held liable for the faithful observance of any lawful instructions of the City, not in conflict with the awarded contract, which may be delivered to said party or representative at the work site.

The Contractor must keep all equipment in good working order and shall maintain and operate such equipment in full compliance with OSHA regulations and State of California Department of Transportation (DOT) requirements.

The Contractor should have at least three (3) similar and separate California governments or municipal multi-year tree maintenance contracts which have been successfully completed within the last ten (10) years. Each project shall be of comparable size and scope of this project (descriptions of these projects and contact persons must be provided with bid submission). These projects must also include work in tree inventories. The bid shall include a detailed description of their proposed inventory program along with sample reports.

At the time of award, the successful bidder must have staff that includes Certified Crane Operator(s) as recognized by the National Commission for the Certification of Crane Operators (NCCCO).

A submitted bid must include the required Contractor's Organization Statement and Performance History form found in the "Required Forms for Submittal" section of this RFP.

TERMS AND CONDITIONS

Applicable Laws – The laws of the State of California will govern the awarded contract. The applicable law for any legal dispute arising out of the awarded contract shall be the law of the State of California. The Bidder shall comply with all federal, state, county and local laws concerning the type of services provided. All systems provided by the Bidder shall comply with all applicable federal, state, and local building, fire, safety, and electrical codes and all relevant industry standards.

Equal Employment Opportunity – The Bidder shall comply with all applicable state and federal laws addressing Equal Employment Opportunity.

Conflict of Interest – Except for items that are clearly promotional in nature, mass produced, trivial in value and not intended to invoke any form of reciprocation, employees of the City may not accept gratuities, entertainment, meals or anything of value whatsoever from current or potential service providers or suppliers. The offer of such gratuity to an employee of the City shall be cause for such service provider or supplier to be declared a non-responsible Bidder and prohibited from bidding, as provided in California Public Contract Code.

Independent Contractor Status – It is expressly understood that the Bidder named in any contract entered into by the City is acting as an "independent contractor" and not as an agent or employee of the City.

Default of Contractor/Consultant – The City shall hold the Bidder responsible for any damage that may be sustained by the City or third party because of the failure or neglect of the Bidder to comply with any term or condition listed herein.

Permits and Licenses – The Bidder shall secure and maintain in force during the term of any contract resulting from this RFP all licenses and permits required by law for the operation of its business, including a City business license.

Appropriation of Funds – If the term of the awarded contract extends into fiscal years subsequent to that in which it was approved, continuation of the contract is subject to the appropriation of funds for such purpose by the City Council. If funds to effect such continued payment are not appropriated, the Bidder agrees to discontinue providing any goods or service supplied to the City under the awarded contract.

Assignment – The Bidder shall, under no circumstances, assign any contract awarded as a result of this RFP by any means whatsoever, or any part thereof to another party without express written permission of the City.

Award of Contract – Award of any contract arising from any proposal submitted as a result of this RFP requires approval by the City Council as prescribed by City Ordinance. If the Contractor presents additional terms or conditions after a bid award has been made, such award shall be considered VOID.

Submission of Signed Proposals – Any bid proposal for which this RFP does not require submittal of a signed Bid Price Sheet, must include a signed proposal letter. The submission of proposals must be signed in longhand by the Bidder's authorized representative. Submission of proposals by partnerships must be signed with the partnership name by the principal partner, followed by the signature and designation of the person signing. Submission of proposals by corporations must be signed under the legal name of the corporation by its president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall be typed or printed below the signature.

Addendum to the RFP – If it becomes necessary to revise any part of this RFP, an addendum to this RFP will be posted on the City's website. All addenda issued during the time of bidding will be incorporated into any resulting contract.

Withdrawal of Proposal – Any Bidder may withdraw its proposal, either personally or by written or facsimile request at any time prior to the time set for the Bid opening, provided that written confirmation of any facsimile with the signature of the Bidder is placed in the mail and postmarked prior to the time set for the opening thereof. Negligence on the part of the Bidder in preparing its proposal confers no right of withdrawal or modification of its proposal; after such proposal has been opened.

Rejection of Proposals – This RFP does not commit the City to award any contract. The City reserves the right, at its sole discretion, to reject any or all proposals without penalty, to waive irregularities in any proposals or in the RFP procedures, and to be the final judge as to which bids are responsive, responsible and most qualified. Any proposal that contains items not specified, items that are incorrect, has incomplete portions of items scheduled, or does not respond to items in the manner specified in this RFP may be considered non-responsive and may be rejected on these bases at the sole discretion of the City. Proposals offering less than 90 days for acceptance from the proposed Bid Due Date may be considered non-responsive and may be rejected.

Non-award of any proposal will not imply any criticism of the proposal or convey any indication that the proposal was deficient. Non-award of any proposal will mean that

either another proposal was deemed to be a lower cost or terms more advantageous to the City, or that no proposal was deemed acceptable.

Public Information – After the date specified for the opening of this RFP, all materials received relative to general service proposals become public information and are available for inspection. Professional service proposals become available to the public upon the award of contract. The City reserves the right to retain all proposals submitted.

Bidder's Cost to Develop Proposal – Costs for developing a proposal in response to this RFP are entirely the obligation of the Bidder and shall not be chargeable in any manner to the City.

News Releases – The Bidder shall not make news releases pertaining to an award resulting from proposals made in response to the RFP without the prior written approval of the City. In addition, the successful Bidder must agree not to release any advertising mentioning the City or quoting the opinion of any City employee without written approval by the City.

Right to Negotiate Proposals – The City reserves the right to negotiate any price or any provision, accept any part, or all parts of any and all proposals as determined to be in the best interest of the City and the taxpaying public. Bidders are encouraged to submit their best prices in the proposal as negotiations, if applicable, may only occur with the lowest responsible bidder for general services. For professional services, fees may be negotiated with the most qualified proposer.

INSURANCE REQUIREMENTS

Indemnity – The Contractor hereby agrees to indemnify and hold harmless, including the cost to defend the City, and its officers, officials, agents, employees, and volunteers, from any and all losses, claims, liens, demands, liability, and causes of action of every kind and character including, but not limited to, the amounts of judgment, interests, court costs, legal fees, expert costs, expert fees and all expenses incurred by the City to the maximum extent allowed by law arising in favor of any party, that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant/Contractor/Vendor and its agents in the performance of services under the awarded contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by the City or the agents, servants, or independent contractors who are directly responsible to City, or arising from the active negligence of City.

Insurance – The Contractor shall maintain throughout the duration of the term of the awarded contract, liability insurance covering the Contractor and designating the City including its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants, as additional insured against any and all claims resulting in injury or damage to persons or property (both real and personal) caused by any aspect of the Contractor's work, in amounts no less than the following and with such deductibles as are ordinary and reasonable in keeping with industry standards. It shall be stated, in the Additional Insured Endorsement, that Contractor's insurance policies shall be primary as respects any claims related to or as the result of Contractor's work. Any insurance, pooled coverage, or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants

shall be non-contributory. The Additional Insured Endorsement shall not apply to the Professional Liability Insurance.

Professional Liability Insurance (applies only to professional service contract):

a. General Aggregate \$2,000,000

General Liability:

a. General Aggregate \$2,000,000
b. Products Comp/Op Aggregate \$2,000,000
c. Personal & Advertising Injury \$1,000,000
d. Each Occurrence \$1,000,000
e. Fire Damage (any one fire) \$ 50,000
f. Medical Expense (any one person) \$ 5,000

Workers' Compensation:

a. Workers' Compensation Statutory Limits
b. EL Each Accident \$1,000,000
c. EL Disease - Policy Limit \$1,000,000
d. EL Disease - Each Employee \$1,000,000

Automobile Liability

a. Any vehicle, combined single limit \$1,000,000

The Contractor shall provide thirty (30) days advance notice to the City in the event of material changes or cancellation of any coverage. Certificates of insurance and additional insured endorsements shall be furnished to the City thirty (30) days prior to the effective date of the awarded contract. Refusal to submit such certificates shall constitute a material breach of the awarded contract entitling the City to any and all remedies at law or in equity, including termination of the awarded contract. If proof of insurance required under the awarded contract is not delivered as required or if such insurance is canceled and not adequately replaced, the City shall have the right but not the duty to obtain replacement insurance and to charge the Contractor for any premium due for such coverage. The City has the option to deduct any such premium from the sums due to the Contractor. Insurance is to be placed with insurers authorized and admitted to write insurance in California and with a current A.M. Best's rating of A-:VII or better. Acceptance of insurance from a carrier with a rating lower than A-:VII is subject to approval by the City. The Contractor shall immediately advise the City of any litigation and/or open claims that may affect these insurance policies.

DEFINITIONS

The following words, terms and phrases have the meanings ascribed to as follows:

Lowest responsible bidder. In addition to price, the "lowest responsible bidder" will be determined by consideration of the following factors:

- (1) The quality, availability and suitability of the supplies, equipment or services to the particular use required.
- (2) The ability, capacity and skill of the bidder to perform the service required.
- (3) Whether the bidder has the financial resources and facilities to perform or provide the service promptly, or within the time specified, without delay or interference.
- (4) The character, integrity, reputation, judgment, experience and efficiency of the bidder.

- (5) The bidder's record of performance or previous contracts or services, including compliance by the bidder with laws and ordinances relating to such contracts or services.
- (6) The ability of the bidder to provide future maintenance and service for the use of the equipment or materials to be purchased.
- (7) The scope of conditions attached to the bid by the bidder.

Most qualified bidder. The "most qualified bidder" will be determined by consideration of the following factors:

- (1) Qualifications, background, and prior experience of the firm in performing services for similar projects.
- (2) Experience, organization, and technical skills to successfully accomplish the project's scope of services and objectives.
- (3) Overall project design and methodology.
- (4) The responsiveness of this RFP to the tasks to be performed as identified in the Scope of Services section.
- (5) The timeliness and speed with which the Bidder can complete the scope of work.
- (6) The comprehensiveness and rationale of the project work plan.
- (7) Past performance on contracts with business or government agencies in terms of quality of work and compliance with schedules. This will be evaluated based on a check of references.
- (8) An evaluation of the approach and related costs.

Non-responsive bidder means an offer, submitted by a bidder, to furnish supplies, equipment or services that are not in conformity with the specifications, delivery terms or conditions or other requirements specified in this RFP.

Non-responsible bidder is a bidder that provides a bid but fails to demonstrate their capacity (financial or otherwise) to provide the supplies, equipment or service as specified in this RFP.

Professional services means those services provided by an individual, firm, partnership, or corporation as an independent contractor and which are of a technical and/or unique nature which require persons who are exceptionally qualified by education or experience to perform administrative, technical or advisory services which do not involve the delivery of a specific end product other than reports, plans, documents or specifications. By way of illustration but not limitation, the following services are considered as professional: general management consulting, personnel consulting, architecture, accounting, land surveying, landscape architecture, law, medicine, engineering, and research, studies of government operations and procedures and training. Services exempt from this definition include various types of testing services, real estate appraisers, equipment repair specialists, janitorial services and security service.

Responsible bidder means a bidder who submits a responsive bid and who is not only financially responsible, but also possesses the resources, judgment, skill, ability,

capacity and integrity requisite and necessary to perform the awarded contract according to its terms.

Responsive bid means a proposal, submitted by a responsible bidder, to furnish supplies, equipment or services in conformity with the specifications, delivery terms and conditions and other requirements specified in this RFP.

Services means any and all services, including but not limited to the repair or maintenance of equipment, machinery and other property. This term does not include services rendered by City officers or employees or architectural or other professional services which by their nature do not lend themselves to normal competitive procedures.

REQUIRED FORMS FOR SUBMITTAL

BID PRICE SHEET

For all services described below, unless excluded by the City in description of services below, the City shall consider unit prices below to include all labor, equipment, fees of any kind, overhead, insurance, fuel, materials, surcharges, disposal fees, and any other costs associated with and necessary for the Bidder to perform such service. No qualifications, exemptions, or alterations of services described below will be allowed. Failure to comply will result in disqualification of bid.

A. GENERAL SERVICES

Services	Unit Price	Estimated Units	Extended Price
1. Cost per Grid or Annual Tree Street/Park Tree Trimming	\$	3,010 Grid trimmings*	\$
2. Cost per Tree (Street/Park Tree, Off Grid Trimming) Regardless of tree diameter	\$	441 Trees*	\$
3. Cost per Chinese Elm - Pruned every 2 Years (Crown Reduction / Crown Restoration)	\$	5 Chinese elms	\$
4. Cost per Palm Tree Grid Trimming:		Total 472 Palm Tree Grid Trimmings	
Under 20' tall	\$	122 under 20'	\$
Over 20' tall	\$	350 over 20'	\$
5. Tree and Stump Removal: Cost per Tree (Tree and Stump Removal)		Total 16 Trees	
0" – 6"	\$	2 Trees	\$
7" – 12"	\$	2 Trees	\$
13" – 18"	\$	4 Trees	\$
19" – 24"	\$	4 Trees	\$
25" and over	\$	4 Trees	\$
6. Stump Removal		Total 18 Trees	
12" – 24"	\$	6 Trees	\$
25" – 36"	\$	6 Trees	\$
37" and over	\$	6 Trees	\$
A. SUB-TOTAL - GENERAL SERVICES			\$

*Any grouping of seven (7) or more trees in close proximity to one another (an approximate 200 yard radius), shall be priced as grid trimmings even when off the regularly scheduled grid plan.

B. CREW RENTAL AND EMERGENCY SERVICES

Services		Unit Price	Estimated Units	Extended Price
Fully equipped crew as defined. Includes all manpower, equipment, tools, traffic control, disposal costs, and zero material markups.				
Straight Time				
1.	4 Man Crew with Equipment	\$	50 hours	\$
2.	3 Man Crew with Equipment	\$	40 hours	\$
3.	2 Man Crew with Equipment	\$	10 hours	\$
Overtime/Weekends/Emergency After Hour Call Out				
4.	4 Man Crew with Equipment	\$	40 hours	\$
5.	3 Man Crew with Equipment	\$	20 Hours	\$
6.	2 Man Crew with Equipment	\$	10 Hours	\$
B. SUB-TOTAL – CREW RENTAL & EMERGENCY SERVICES				\$

C. OTHER COSTS

Services		Unit Price	Estimated Units	Extended Price
1.	Cost for Crown Reduction / Restoration per tree	\$	50 Trees	\$
2.	Palm Tree Skinning per linear foot	\$	100 Feet	\$
3.	Specialty Equipment - 30 Ton Crane per hour - 95 foot Aerial Tower per hour	\$	28 hours	\$
		\$	42 hours	\$
4.	Tree Planting and Installation Services (Price includes labor, equipment, root irrigation device and materials; assume tree to be provided by bidder to site; assume cost of tree billed separately) - 24" Inch Box each - 36" Inch Box each	\$	8 London Plane trees – 24" Box	\$
		\$	2 London Plane trees – 36" Box	\$
5.	Arborist Services & Report Writing per hour	\$	8 hours	\$
6.	Tree Watering per day (Assume 1 worker watering 8 hours)	\$	5 days	\$
7.	Special Request – Removal of Sprout or Sucker Growth (not as part of standard trim) on specific thoroughfares (cost per tree)	\$	25 trees	\$
C. SUB-TOTAL – OTHER COSTS				\$
GRAND TOTAL (A+B+C)				\$

TOTAL ANNUAL AMOUNT OF BID (IN WORDS):

Submission of bid and signature of representative of Contractor below shall bind Contractor to perform stated services at the Unit Prices specified for duration of the term of the awarded contract.

CONTRACTOR

Company Name of Bidder

Authorized Signature

Date

Print Name

Title

Social Security or Taxpayer ID Number

DESIGNATION OF SUBCONTRACTORS

A bidder proposing to subcontract any portion of the work and to procure materials and equipment from suppliers and vendors shall identify all proposed subcontractors, suppliers and vendors below.

NAME, ADDRESS, AND PHONE
NUMBER OF SUBCONTRACTORS,
SUPPLIERS, AND VENDORS

TYPE OF WORK
MATERIALS, OR EQUIPMENT
(BE SPECIFIC)

Note: Additional sheets may be attached.

STATEMENT OF NON-COLLUSION BY CONTRACTOR

The undersigned who submits herewith to the City of Carpinteria a Bid or proposal does hereby certify that:

- a. All statements of fact in such bid or proposal are true;
- b. Such bid or proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- c. Such bid or proposal is genuine and not collusive or sham;
- d. Bidder has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of Carpinteria or of any other bidder or anyone else interested in the proposed procurement;
- e. Bidder did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal;
- f. Bidder did not, in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else;
- g. Bidder did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member agent thereof, or to any individual or group of individuals, except to the City of Carpinteria, or to any person or persons who have a partnership or other financial interest with said bidder in his business.
- h. Bidder did not provide, directly or indirectly to any officer or employee of the City of Carpinteria any gratuity, entertainment, meals, or anything of value, whatsoever, which could be construed as intending to invoke any form of reciprocation or favorable treatment.
- i. No officer or principal of the undersigned firm is employed or has been employed, either full or part time, by the City of Carpinteria, either currently or within the last two (2) years, or is related to any officer or employee of the City by blood or marriage within the third degree. An exception to this section may be granted by approval of the City Council prior to contract award.
- j. No officer or principal of the undersigned firm nor any subcontractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any state or federal antitrust law in connection with the bidding on, award of, or performance of, any public work contract, with any public entity, within the last three years.

I certify, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and that this certification was executed on _____ at _____, California. (Date) (Location)

Business Name: _____ (Signature)

Address: _____

Printed Name & Title: _____

CONTRACTOR'S ORGANIZATION STATEMENT AND PERFORMANCE HISTORY

The term "Owner" herein shall refer to any private firm or public agency to which the Contractor has submitted a bid to, or contracted with, for any tree trimming and maintenance contract.

Submitted By: _____
Name must correspond with the Contractor's License

_____ Corporation _____ Partnership _____ Individual _____ Joint Venture

If a corporation, under the laws of what State is it organized? _____

California Regional Office (s): _____

Officers, Responsible Managing Officers, Responsible Managing Employees: _____

Use a page titled "Additional Information and/or Comments" for providing requested or additional information for each of the following questions to which you answer "yes" or for any comments.

A. Provide the following license numbers and expiration dates:

CA Contractor's License No. _____ Expiration Date: _____

CA C-27 (Landscaping) Contractor's License No. _____ Expiration Date: _____

CA C-61/D49 (Limited Specialty/Tree Service) Contractor's License No. _____
Expiration Date: _____

Will you be able to provide OSHA Certification for aerial equipment when used throughout the term of the awarded contract? Yes _____ No _____

B. How many years' experience in construction work as a current organization?

(1) As a General Contractor? _____ From _____ to _____

(2) As a Subcontractor? _____ From _____ to _____

C. Provide the following names, addresses, and phone numbers for three public agencies for which Bidder has performed similar work within the past ten (10) years, including the Geographical Information System (GIS) tree inventory services:

1. _____
Agency Name

Name and telephone number of person familiar with project

Contract amount Type of work Date Completed

2. _____
Agency Name

Name and telephone number of person familiar with project

Contract amount	Type of work	Date Completed
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3. _____
Agency Name

Name and telephone number of person familiar with project

Contract amount	Type of work	Date Completed
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- D. Have you, your company, or any officer, manager or partner thereof, failed to complete a contract for an Owner? YES ____ NO ____ If so indicate the name of each Owner, dates, and the circumstances.
- E. Have you, your company, or any officer, manager or partner thereof, previously had a contractor's license suspended or revoked? YES ____ NO ____ If so indicate the name of **each person** whose license was suspended or revoked, dates of occurrence, and the circumstances for each.
- F. Have you, your company, or any officer, manager or partner thereof, been debarred by any public agency? YES ____ NO ____ If so, for each incident, indicate the name of each person, the agency involved, dates, and the circumstances for each.
- G. In an award based on low-bid criteria where your firm appeared to have the low bid, have you or your company been denied an award of an Owner contract? YES ____ NO ____ If so, as to each such denial, state the name of the Owner, the date of the denial, the title and number of the contract bid, and the grounds on which the Owner based the denial of award.
- H. Has your company been the subject of any inquiry by any Owner as to whether your company is a non-responsible bidder or non-responsible Bidder? YES ____ NO ____ If so, as to each inquiry, state the name of the Owner, the date of the inquiry, the grounds on which the Owner based the inquiry, and the result of the inquiry.
- I. Has your company been given a notice of deficiency during the performance of a contract for these types of services? YES ____ NO ____ If so, as to each notice of deficiency, state the name of the Owner, the date of the notice, the grounds on which the Owner based the notice of the deficiency, and the result of the notice.
- J. Has your company been assessed liquidated damages or had payment withheld by any Owner during the term of a contract for similar services? YES ____ NO ____ If so, as to each assessment of liquidated damages or payment withheld, state the name of the Owner, the date of the assessment/withheld payment, the title and number of the contract, and the grounds on which the Owner based the assessment of liquidated damages/payment withheld.
- K. Is your company currently a party in any litigation against any Owner pertaining to any contract for services project, or has your company been a party to such litigation? YES ____ NO ____ If so, as to each such litigation, state the name of the Owner, case number, the court and jurisdiction in which said litigation is pending or was brought, the nature of the litigation, the amount at issue in the litigation, the present status of such litigation, the date of resolution of such litigation if resolved, and the amount and method by which such litigation was resolved, if resolved.
- L. In the last five (5) years, has your company, in the performance of similar services, received any notices of violation from OSHA resulting in any fine? YES ____ NO ____ If so, as to each notice, state the name of the Owner, the date of the notice, the grounds on which OSHA based the notice, and the result of the notice. Provide the following information as to contract experience with public entities or governmental agencies only, within the past ten (10) years. If none, write "NONE" on the chart.

[illegible]

N. Please describe your proposed tree inventory program and attach sample reports.

CONTRACTOR'S MAILING ADDRESS:

FIRM NAME

AUTHORIZED SIGNATURE

TITLE

ATTACHMENT B

Agreement for West Coast Arborists, Inc.

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AGREEMENT FOR TREE MAINTENANCE SERVICES

THIS AGREEMENT FOR TREE MAINTENANCE SERVICES (“Agreement”) is made and effective as of the 1st day of March , 2024 by and between the City of Carpinteria, a municipal corporation (“**City**”), and West Coast Arborists, Inc. (“**Consultant**”) (collectively, the “**Parties**”) at Carpinteria, California, with reference to the following facts:

- A. City has determined that it is necessary and appropriate to engage a design professional to carry out the services described herein; and
- B. Consultant has represented itself as being fully qualified and available to perform the consultant services necessary to complete the work in a timely manner; and
- C. City desires to contract with Consultant and Consultant is willing to perform the consultant services, subject to the terms and conditions of this Agreement.

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

1. SERVICES.

- 1.1 **Basic Services.** City hereby retains Consultant to perform the services described and set forth in the attached Exhibit A (“**Basic Services**”), which is incorporated by this reference as though set forth in full. Consultant hereby agrees to perform said services within the designated time frames and accepts this retention. Consultant shall complete the Basic Services according to a schedule of performance which is also set forth in Exhibit A. The Parties agree and acknowledge that time is of the essence in performance of this Agreement.
- 1.2 **Additional Services.** In addition to the Basic Services, City may elect to have Consultant perform additional services that are beyond the current scope of the Basic Services, but within the expertise of Consultant (“**Additional Services**”). Such Additional Services shall be mutually agreed to in advance and specified in a writing, which shall also specify the basis for the Consultant’s fee for such additional services. Basic Services and Additional Services are referenced collectively as “**Services.**”

2. PERFORMANCE.

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

- 2.2 **Labor and Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, tools, transportation and services necessary for the successful completion of the Services. Consultant shall give its attention and supervision to the fulfillment of the provisions of this Agreement by its employees and subcontractors and shall be responsible for the timely performance of the Services required by this Agreement.
- 2.3 **Review of Service.** Consultant shall furnish City with reasonable opportunities from time to time to ascertain whether the Services of Consultant are being performed in accordance with this Agreement. All work done and materials furnished shall be subject to final review and approval by City; Consultant is not providing final approval or review, which is solely City's function and role. City review and approval of such work and Services shall not, however, relieve Consultant of any of its obligations under this Agreement.
- 2.4 **Contract Administration.** The City Manager or his/her designee shall represent the City in all matters relating to the administration of this Agreement. The City Manager or his/her designee shall have the authority to act on the City's behalf to review and approve all products submitted by Consultant and may execute all necessary documents to authorize Consultant to perform Additional Services as provided for herein.
- 2.5 **Representations and Warranties.** Consultant represents and warrants to City that: (i) its fulfillment of its obligations and, as applicable, performance the Services under this Agreement, will not violate any applicable or breach any contracts with third parties and (ii) it has the right, power and authority to fulfill its obligations, and, as applicable perform the Services, and enter into this Agreement; (iii) the Services contemplated hereunder will be performed by adequately trained, competent personnel, in a professional manner, with such personnel having the requisite skill and expertise necessary to perform and complete the Services in accordance with industry standards and in accordance with the terms and conditions of this Agreement; and (iv) the Services and all deliverables provided hereunder will conform to the specifications agreed-to by the parties.
3. **TERM.** This Agreement shall be effective as of the date first above written and shall continue until all Services to be provided by Consultant are completed to the satisfaction of the City, but in no event later than the 28th day of February, 2029; unless terminated earlier as provided for herein. The City has the option to extend this Agreement on the same terms for three (3) additional one (1) year periods. The City shall not be required to provide "cause" or any reason whatsoever should it elect not to renew. The contract term shall and all extensions thereto shall not exceed a total of eight (8) years.
4. **COMPENSATION.**
- 4.1 **Basic Services.** For Basic Services, City shall pay Consultant on a time and materials basis, not to exceed amount of Five Hundred Thirty-Seven Thousand Five Hundred Eighty-Six (\$537,586) as full compensation for all labor, materials, equipment, tools, transportation, and Services. This compensation shall be paid in accordance with the payment rates and schedule as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based on the actual time spent on the tasks and the actual price of the necessary materials.

- 4.2 **Additional Services.** Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to the Basic Services, unless such Additional Services are authorized in advance and in writing in the method provided for herein. Consultant will submit fee estimates for such Additional Services upon request of City.
- 4.3 **Invoices.** Each and every payment by City shall be subject to City's receipt of an invoice outlining the items for which payment is requested. Payment to Consultant as to any undisputed fees shall be made, after verification of Consultant's performance, within 30 (thirty) days of receipt of invoice. If City disputes any of Consultant's fees, it shall give written notice to Consultant within 30 (thirty) days of receipt of an invoice of such disputed fees.
- 4.4 **Withholding.** City reserves the right to withhold future payment to Consultant if any aspect of the Consultant's work is found to be substantially inadequate. City shall notify Consultant in writing of deficiencies believed to be substantially inadequate within thirty (30) days after receipt of product.
- 4.5 **Taxes/Insurance/Licenses.** Consultant shall be solely responsible for the payment of any federal, state, or local income tax, social security tax, workers' compensation insurance, state disability insurance, and any other taxes or insurance which Consultant is responsible for paying as an independent contractor under federal, state or local law. At all times during the term of this Agreement, Consultant and any approved subcontractors performing Services under this Agreement shall have in full force and effect all licenses necessary for the performance of Services hereunder, including without limitation, business licensing from City, all at the sole cost of Consultant.

5. **RECORDS.**

- 5.1 **Financial Records.** Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of Services under this Agreement. Consultant shall also maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.
- 5.2 **Access to Records.** Consultant shall provide free access to the representatives of City or its designees at reasonable times to books and records as set forth in section 5.1; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of four (4) years after receipt of final payment.
- 5.3 **Original Records.** Upon completion of, or in the event of termination or suspension of this Agreement, all completed and incomplete original agreements, data, documents, designs, drawings, exhibits, maps, models, computer files, reports, studies, surveys, notes,

and other work, materials or documents prepared or used to prepare Consultant's work product in the course of providing the Services pursuant to this Agreement ("**Consultant Work Product**") shall become the sole property of City once the Consultant has received payment. City may duplicate, disclose, disseminate, use, reuse or otherwise dispose of Consultant Work Product in whole or in part in any manner it deems appropriate, without the permission of Consultant. With respect to computer files, Consultant shall make available to the City, at Consultant's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files. Consultant may retain copies of such Consultant Work Product as a part of its record of professional activity.

6. **TERMINATION.**

- 6.1 **Termination Without Cause.** This Agreement may be terminated by either party for any reason upon ten (10) days prior written notice by the terminating party to the other party. In the event of a termination, the date of termination shall be deemed to be the first business day occurring after the expiration of the notice period. Upon receipt of said notice, Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise.
- 6.2 **Termination With Cause.** Either party may terminate this Agreement with cause, effective immediately upon written notice of such termination to the other party and failure of the breaching party to correct within five (5) days of receiving such notice, based upon the occurrence of any of the following events:
- Material breach of this Agreement;
 - Cessation of Consultant to be licensed, as required;
 - Failure to substantially comply with any applicable federal, state or local law or regulation;
 - Filing by or against Consultant of any petition under any law for the relief of debtors; and,
 - Filing of a criminal complaint against Consultant for any crime, other than minor traffic offenses.
- 6.3 **Performance Upon Termination.** In the event this Agreement is terminated pursuant to this Section, City shall pay Consultant for the outstanding balance owed for work performed up to the time of termination. Upon termination of the Agreement, Consultant shall submit an invoice to City as provided for herein and shall submit to the City all of its files for any billable or non-billable matters in which the Consultant is involved under the scope of this Agreement.
- 6.4 **Termination Upon Mutual Consent.** This agreement may also be terminated by mutual consent of the parties and in accordance with the terms and conditions of any plan of termination established by the parties. In the event of a termination by mutual consent, the date of termination shall be such date as is agreed upon by the parties. The parties may agree to suspend or terminate a portion of this Agreement and such suspension or termination shall not make void or invalidate the remainder of this Agreement.

7. **DISPUTE RESOLUTION.** Except as explicitly provided in Exhibit E relating to claims by Consultant, if any dispute, claim or disagreement shall arise relative to the interpretation or enforcement of this Agreement, the parties shall use commercially reasonable efforts to settle the dispute, claim or disagreement. To this end, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such a solution within a period of thirty (30) days, then, upon notice by either party to the other, the dispute, claim or disagreement shall be submitted to final, binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitrator shall have the authority to assess arbitration costs and expenses against either or both parties. The decision in the arbitration shall be binding on all parties, and judgment on any arbitration award may be entered in any court of competent jurisdiction.
8. **INSURANCE.** Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in the attached Exhibit C, which is incorporated by this reference as though set forth in full.
9. **INDEMNIFICATION.** To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City and any of its officials, employees and agents ("Indemnified Parties") from and against any Claims, where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for whom Consultant is legally liable, including but not limited to, officers, agents, employees, subcontractors or consultants of Consultant.
10. **RELEASE OF INFORMATION.**
 - 10.1 **Confidentiality.** All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released except to the City, directly or indirectly, by Consultant without City's prior written authorization. Consultant, its officers, employees, subcontractors or sub-consultants shall not voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the Services performed under this Agreement unless requested by the City Attorney or authorized in writing by the City Manager. Response to a subpoena or court order shall not be considered "voluntary" provided that Consultant shall give City prompt written notice of any such court order or subpoena. The provisions of this Paragraph shall survive the termination of this Agreement.
 - 10.2 **Notice and Cooperation.** Consultant shall promptly notify the City Manager and City Attorney in writing if Consultant, its officers, employees, agents, subcontractors or subconsultants are served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any person or party related to this Agreement and/or Consultant's related Services. City has no obligation to, but may exercise discretion to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide the City an opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not grant or imply a right of City to control, direct, dictate or rewrite said response.

11. **RELATIONSHIP TO CITY.**

- 11.1 **Independent Contractor.** Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.
- 11.2 **No Employee Privileges.** No City employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages or other compensation to Consultant for performing Services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing Services hereunder.
- 11.3 **Consultant Duty to City.** Consultant understands and agrees that its responsibility to provide complete and accurate Services is owed solely to City and that its accountability under this contract shall likewise be solely to City and not to any City applicants or any other third person or entity.
- 11.4 **Interest of Consultant.** Consultant represents and warrants to City that it presently has no interests, and covenants that it shall not acquire any interests, direct or indirect, financial or otherwise, which would conflict with the performance of the services to be provided by Consultant under this Agreement. Consultant further covenants that, in the performance of this Agreement, no subcontractor or employee having such an interest shall be employed by Consultant. Consultant certifies that no one who has or will have any financial interest under this Agreement is: (a) an officer or employee of City, or (b). an officer or employee of the applicant and any of its consultants. Consultant agrees to comply with any applicable conflict of interest code.
- 11.5 **Undue Influence.** Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement or financial inducement. No officer or employee of City will receive compensation, directly or indirectly, from Consultant or any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to any and all remedies at law or in equity.
- 11.6 **Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of the City and the Consultant and will not confer any rights upon any person not expressly a party to this Agreement.

12. **GENERAL PROVISIONS.**

12.1 **Assignment of Rights.** Contractor agrees to assign City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act or under the Cartwright Act arising from purchases of goods, services, or materials pursuant to this Agreement.

12.2 **Further Assurances.** City and Consultant each agree to cooperate with one another, to use their best efforts, to act in good faith, and to promptly perform such acts and execute such documents or instruments as are reasonably necessary and proper to consummate the transactions contemplated by this Agreement.

12.3 **Notices.** All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if personally served or on the second day after mailing if mailed by first-class mail, registered or certified, return receipt requested, postage prepaid and properly addressed as follows:

To City:

Michael Ramirez, City Manager
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013-2698 P:
(805) 684-5405
F: (805) 684-5304

To Consultant:

Patrick Mahoney, President
West Coast Arborists, Inc.
2200 E. Via Burton Street
Anaheim, CA 92806
P:(714) 991-1900
P: (714)956-3745

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

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

12.5 **Licenses.** At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required by law for the performance of services described in this Agreement.

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

- 12.7 **Labor Requirements.** Consultant shall abide by all federal and California laws and regulations regarding wages, including, without limitation, the Fair Labor Standards Act and the California Labor Code, which, in part, mandate that 8 hours' labor constitutes a legal days' work, and require Consultant to pay the general prevailing wage rates. The California statutory provisions for penalties for failure to pay prevailing wages will be enforced and the statutory provisions for penalties for failure to comply with California's wage and hour laws will be enforced. In addition, Consultant is required to comply with the statutory requirements relating to employment of apprentices. Consultant also must secure the payment of workers' compensation to its employees as provided by California law. Consultant acknowledges its obligation to secure payment of Workers' Compensation before beginning work as set forth in the attached **Exhibit D** ("Acknowledgement of Workers' Compensation Obligation") which is incorporated by this reference as through set forth in full. Additionally, Consultant is required to comply with all statutory requirements relating to certified payroll records, including the maintenance of the records, their certification, and their availability for inspection.
- 12.8 **Discrimination.** No person shall be excluded from employment in the performance of this Agreement on the grounds of race, creed, color, sex, age, marital status, sexual orientation or place of national origin. Consultant shall comply with all local, state, and federal laws relating to equal employment opportunity rights.
- 12.9 **Assignment.** Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of City, which shall have the sole discretion to consent to any proposed assignment. Because of the personal nature of the Services to be rendered pursuant to this Agreement, only Consultant shall perform the services described in this Agreement.
- 12.10 **Waiver.** No waiver of a provision of this Agreement shall constitute a waiver of any other provision, whether or not similar. No waiver shall constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
- 12.11 **Force Majeure.** Neither Consultant nor City shall be liable for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.
- 12.12 **Construction of Terms.** All parts of this Agreement shall in all cases be construed according to their plain meaning and shall not be construed in favor or against either of the parties. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, in whole or in part, the remainder of this Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated thereby. In the event of any provision shall be adjudged invalid, void or unenforceable, the parties hereto agree to enter into a supplemental agreement to effectuate the intent of the parties and the purposes of this Agreement.
- 12.13 **Controlling Law.** The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this

Agreement and also govern the interpretation of this Agreement, with venue proper only in the County of Santa Barbara, State of California.

- 12.14 **Authorization.** All officers and individuals executing this and other documents on behalf of the respective parties hereby certify and warrant that they have the capacity and have been duly authorized to execute said documents on behalf of the entities indicated.
- 12.15 **Entire Agreement.** This Agreement, along with its attached exhibits, which are incorporated herein by this reference, constitutes the entire Agreement between the parties and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. This Agreement may be altered, amended or modified only by a supplemental writing executed by the parties to this Agreement and by no other means. Each party waives any future right to claim, contest, or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreement, course of conduct, waiver or estoppel.
- 12.16 **Counterparts.** This Agreement may be executed in counterparts, each of which shall remain in full force and effect as to each party.
- 12.17 **Severability.** In the event that any term or provision of this Agreement shall be held to be invalid, void or unenforceable, then the remainder of this Agreement shall not be affected, impaired or invalidated, and each such term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

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

"CITY"
City of Carpinteria

"CONSULTANT"
West Coast Arborists, Inc.

By: _____
Michael Ramirez, City Manager

By: _____
Patrick Mahoney, President

APPROVED AS TO FORM:
City of Carpinteria

ATTEST:
City of Carpinteria

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

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

EXHIBIT A

TASKS TO BE PERFORMED



Setting the Gold Standard
by partnering with over 300 communities

City of Carpinteria
**RFP for Tree Trimming &
Tree Maintenance Services**



GROWING:
Greenspace
Communities
Environment

ROOTED IN:
Safety
Experience
Technology



West Coast Arborists, Inc.
WCAINC.COM • (800) 521-3714
LIC #366764 • DIR #100000956

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Tree Care Professionals Serving Communities Who Care About Trees

www.WCAINC.com

January 29, 2023

City of Carpinteria
Attn: Department of Public Works
5775 Carpinteria Avenue
Carpinteria, CA 93013

RE: RFP - Tree Trimming and Tree Maintenance Services
Due: Wednesday, January 31, 2024 at 2:00PM

To whom it may concern;

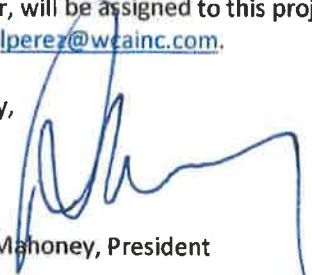
Thank you for allowing West Coast Arborists, Inc. (WCA) the opportunity to submit a proposal for tree maintenance services for the City of Carpinteria. WCA is a family-owned and operated company employing over 1,200 full-time employees providing various tasks to achieve one goal: serving communities who care about trees. We have reviewed, understand, and agree to the terms and conditions described in this RFP. We also hereby acknowledge that we meet the minimum requirements and responded to each of these requirements to the best of our ability.

WCA's corporate values include listening to customers and employees to help improve services offered. By establishing clear goals and expectations for the organization, supporting its diverse teams, and exchanging frequent feedback from customers and employees, we are able to provide 'gold standard' tree care services. WCA's top management team has created a culture where employees become accountable for actions and results. Our Tree Care Industry Association (TCIA) company-wide accreditation is evidence of the commitment WCA has to our safety and training programs, customer satisfaction and our capacity to maintain industry standards.

WCA has a 51-year track record of working for more than 350 California and Arizona municipalities as well as other various agencies. Our company has been in business since 1972 and is licensed by the California State Contractors License Board under license #366764. We have held this license in good standing since 1978. The license specializes in Class C61 (Tree Service), Class C27 (Landscaping) and Class C31 (Traffic Control). We currently employ over 95 Certified Arborists and over 155 Certified Tree workers, as recognized by the International Society of Arboriculture. WCA is also registered with the Department of Industrial Relations (DIR) for Public Works projects, our registration number is 1000000956. All work will be performed in-house; no subcontractors will be used.

Our employees will operate from our Ventura Office located at 11405 Nardo Street, Ventura, CA 93004. For questions related to this proposal and who has the authority to negotiate/present please contact Victor Gonzalez, V.P. Business Development, at (714) 991-1900 or at vgonzalez@wcainc.com. Lorenzo Perez, Area Manager, will be assigned to this project should WCA be awarded a contract. He can be reached at (714) 681-3428 or lperez@wcainc.com.

Sincerely,


Patrick Mahoney, President

West Coast Arborists, Inc.

2200 E. Via Burton Street • Anaheim, CA 92806 • 714.991.1900 • 800.521.3714 • Fax 714.956.3745



COMPANY INFORMATION

President: Patrick Mahoney
Organization Type: Corporation
Established: 1972
Federal Tax ID: 95-3250682
DIR Registration: 1000000956
Members of Laborers' Union:
LiUNA1
SAM Entity ID: CFJMYMJ9NSD1
Website: wcainc.com

CORPORATE OFFICE

2200 E. Via Burton St.
Anaheim, CA 92806

REGIONAL OFFICES

Escondido, CA
Fresno, CA
Indio, CA
Ontario, CA
Phoenix, AZ
Riverside, CA
Sacramento, CA
San Diego, CA
San Jose, CA
San Francisco, CA
Santa Clarita, CA
Stockton, CA
Ventura, CA

CONTRACT ADMINISTRATION

Victor Gonzalez, Vice President
Corporate Office
Phone (714) 991-1900
Fax (714) 956-3745
Email: vgonzalez@wcainc.com

FIELD MANAGEMENT

Lorenzo Perez, Area Manager
Ventura Office
Phone (805) 671-5092
Fax lperez@wcainc.com

EMERGENCY RESPONSE 24/7

1-800-LIMB-DOWN

COMPANY QUALIFICATIONS

Company Introduction

WEST COAST ARBORISTS, INC. (WCA)

is a family-owned and operated union company employing over 1,200 full-time employees providing tree maintenance and management services. We are proudly serving over 350 municipalities and public agencies. We provide superior and safe tree care operations seven days a week, 24 hours a day throughout California and Arizona.

OUR VISION

As a corporate citizen, WCA's responsibility and accountability are to the communities where we do business. We hold ourselves to the highest standards of ethical conduct and environmental responsibility, communicating openly with our customers and the communities in which we work. It is our goal and vision to lead the industry in state-of-the-art urban tree care and management services.

100% CUSTOMER SATISFACTION

Customer satisfaction is our top priority. We guarantee your complete satisfaction with every facet of our services. Our dedication to customer service has earned WCA a reputation unrivaled in the industry for dependability, integrity, quality, and courtesy. We authorize our employees to do whatever is necessary to achieve the highest quality results. We know that high quality work saves our customer's valuable time and is far more cost effective if we do our work properly the first time. We are committed to courteous and prompt customer service to fully resolve any issue.



**95+ ISA
Certified Arborists**



**50 Years Experience
(Similar Size & Scope)**



**1,200+ Qualified
Employees**



Accredited by TCIA



**Local Office & Yard
(Ventura)**



**1600+ Pieces of
Equipment (Owned)**

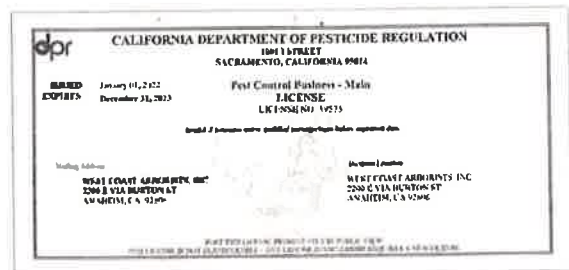
Corporate Capabilities

West Coast Arborists, Inc., is committed to successfully completing each project in accordance with the specifications, budget, schedule and with the highest quality of service. Our customers' satisfaction is a direct result of our means to carry out each project. Listed below are some of our corporate capabilities, which not only provide a sense of comfort and confidence to our customers, but also assure them of our continuous ability to perform the duties of managing their urban forest.

- In business continuously and actively since 1972
- Contractor's License C61/D49, C27, C31, C21, A & B
- Over \$8,500,000 line of credit available
- Annual financial audits available upon request
- Bonded by ARCH, an A+ rated company
- 1,200+ employees
- 350+ contracts with public agencies
- 95+ Certified Arborists
- 155+ Certified Tree Workers
- Drug-free workplace
- 14,000 sq. ft. company-owned Headquarters (Anaheim)
- Department of Agriculture Nursery license
- Avg. 712,000 trees **pruned** annually over past 3 years
- Avg. 46,000 trees **removed** annually over past 3 years
- Avg. 20,000 trees **planted** annually over past 3 years
- Avg. 250,000 trees **inventoried** annually over past 3 years
- Fully insured with insurance up to \$25 million
- Federal Tax ID #95-3250682, current on all taxes and fillings with state and federal government
- Sales volume over \$190 million annually
- Fleet of approximately 1,600 pieces of equipment

Active Memberships:

Tree Care Industry Association (TCIA)
International Society of Arboriculture (ISA)
League of California Cities (LCC)
California Parks & Recreation Society (CPRS)
Association of California Cities |
-Orange County (ACCOC)
Maintenance Superintendents Association (MSA)
California Landscape Contractors Association (CLCA)
Street Tree Seminar (STS)
California Urban Forest Council (CaUFC)
American Public Works Association (APWA)



Department of Industrial Relations		
Contractor Information	Registration History	Expiration Date
Legal Entity Name WEST COAST ARBORISTS, INC.	01/01/12	01/01/13
Legal Entity Type Corporation	06/01/17	06/01/18
Address 2200 S VIA BURTON ST ANAHEIM, CA 92806	06/01/18	06/01/19
Registration History 01/01/12	06/01/19	06/01/20
Registration History 06/01/20	06/01/21	06/01/22
Registration History 06/01/22	06/01/23	06/01/24
Registration History 06/01/24	06/01/25	06/01/26
Registration History 06/01/26	06/01/27	06/01/28
Registration History 06/01/28	06/01/29	06/01/30
Registration History 06/01/30	06/01/31	06/01/32
Registration History 06/01/32	06/01/33	06/01/34
Registration History 06/01/34	06/01/35	06/01/36
Registration History 06/01/36	06/01/37	06/01/38
Registration History 06/01/38	06/01/39	06/01/40
Registration History 06/01/40	06/01/41	06/01/42
Registration History 06/01/42	06/01/43	06/01/44
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Registration History 06/01/46	06/01/47	06/01/48
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Registration History 06/01/92	06/01/93	06/01/94
Registration History 06/01/94	06/01/95	06/01/96
Registration History 06/01/96	06/01/97	06/01/98
Registration History 06/01/98	06/01/99	06/02/00

COMPANY PERSONNEL

Introduction

West Coast Arborist's (WCA) is a company comprised of a management team and a safety committee. Staff members have diverse educational backgrounds including accounting, business administration, engineering and forestry.



Staff members have diverse educational backgrounds including accounting, business administration, engineering, and forestry.

Work Force

WCA actively maintains ongoing processes to assure that only qualified and competent staff provides safe and quality tree maintenance services. These skilled employees can only be achieved through both training and work experience. We believe that essential experience should always be obtained through qualified supervision; this includes both basic and extended skills. WCA makes every attempt to ensure that this is undertaken before performing work, leading a crew, or career advancement. The work performed on this contract is routine, recurring and usual. The work includes watering, trimming, pruning, planting, removal and replacement of trees and plants, and servicing of irrigation. **The rates included in the Cost Proposal are based on the current prevailing wage determination for "Tree Maintenance (Laborer)."**

Certification

WCA encourages its employees to get certified through the International Society of Arboriculture, in an effort to raise the standard of professional tree care companies. This standard exemplifies our company's commitment to providing customers with competent, knowledgeable certified workers. WCA employs a large number of ISA Certified Arborists and ISA Certified Tree Workers.

Crew Evaluation

WCA employees are evaluated through an internal mechanism supervised by our Management Team. Each employee performs their duties according to a criteria-based job description that reflects safety, quality workmanship, productivity, appropriateness of care, problem solving and customer service. A performance appraisal is conducted for each employee upon completion of the probationary period and at least annually thereafter. Each worker is also required to complete a competency assessment and orientation upon hire and annually thereafter in selected areas to assure that ongoing requirements are met and opportunities for improvement are identified.

Meet the Team: Project Team

Project Team Structure



JASON PINEGAR

Regional Manager/V.P.

Mr. Pinegar has been with WCA since 1993. Starting as a Trimmer, he was repeatedly promoted and became an Area Manager in the 2000's at which time he moved to Northern California. In 2020 he was promoted to Vice President. He has over 30 years' experience in the arboriculture field and has a vast knowledge of trees in Northern California. He oversees our Northern California region contracts and staff. His extensive career with WCA includes managing contracts with the City of Sacramento, Stockton, and the entire San Francisco Bay region.

- ISA Certified Arborist Utility Specialist #WE-2039 AU
- TCIA Certified Treecare Safety Professional #259
- ISA Tree Risk Assessment Qualified
- ATSSA Traffic Control Designer #00236727
- NCCCO Certified Crane Operator #050820987R
- TLC Wildlife Area



LORENZO PEREZ

Area Manager

Mr. Perez has been with WCA since 1994. As an Area Manager, Lorenzo is responsible for field operations and management of crews in Ventura and Santa Barbara counties. He is also involved in scheduling, evaluation, and production of street tree maintenance. Mr. Perez has over 20 years' experience in the tree care industry. He receives a minimum of 25 hours credit annually in arboriculture continuing education credit.

- ISA Certified Arborist #WE-7443AT
- TCIA Certified Tree Care Safety Professional #312
- ISA Tree Risk Assessment Qualified (TRAQ)
- TLC Wildlife Aware



TAWNY HALCON

Project Supervisor

Tawny has been with WCA for over 12 years. She started as a CSR/Office Manager then was promoted to Supervisor for the Ventura region and has performed successfully in this role for over 5 years. She is responsible for reviewing the day's activities, assisting the Area Manager in scheduling, and ensuring proper safety procedures are being followed. As Supervisor, she will communicate with contract administrators and other interested parties on a daily basis. Report and resolve malfunctions, damage, or industrial injury. She will also assist in employee training programs, maintain records, and file daily reports and receipts.

- TCIA Certified Treecare Safety Professional #3536
- TLC Wildlife Aware

Meet the Team: Support Staff



TIM CROTHERS

Plant Health Care Manager

Mr. Crothers has over 20 years of experience working in the horticulture industry. He started working at WCA in 2012 as a supervisor. He was quickly promoted to Area Manager, a role that required him to produce reports as a Certified Arborist as well as train staff and clients in proper tree care, inventory management, landscape design and plant identification. In his role as Plant Health Care Manager, Mr. Crothers supervises arborist services staff and plant health care operations throughout California and Arizona. He oversees the creation of Urban Forestry Master Plans (UFMPs) and is a Registered Consulting Arborist by the American Society of Consulting Arborists.

- ISA Board Certified Master Arborist #WE-7655BUM
- B.S. Environmental Horticultural Science
- ASCA Registered Consulting Arborist #721
- CA Dept. Pesticide Regulation QAL #145321 B, D
- ISA Tree Risk Assessment
- Qualified & TLC Wildlife Aware



ANDREW PINEDA

GIS Manager

Andrew Pineda has been with WCA since 2018. As WCA's GIS Manager, he works on a wide range of projects including tree inventories scope and collection, iTree analysis, tree canopy assessments, tree planting prioritization, ArborAccess training, grant funded tree planting projects, and much more. He has worked with tree inventories of all sizes from small campus inventories with less than 5,000 trees to large California cities with over 140,000 trees. He has in-depth knowledge and understanding of tree inventories, urban forestry best practices, and spatial data and works closely with office and field personnel to ensure tree inventories, reports, and analysis exceed customer expectations.

- ISA Certified Arborist #WE-12738A
- FAA UAS Part 107 Remote Pilot
- M.S. Geographic Information Science (GIS), CSU Long Beach
- B.A. Environmental Science, Boston University



REBECCA HALCON

Customer Service Rep. (CSR)

Rebecca joined WCA in 2018 as a Customer Service Representative (CSR)/ Office Manager. As the CSR, Rebecca is responsible for providing support to the Area Manager, Site Supervisor, and crew. She is to function as a liaison between the company and its clients as well as the general public. Rebecca is responsible for responding to customer service inquiries and facilitating contracting functions, such as: mapping, underground service alert, data entry, field book preparation, list preparation, etc. Rebecca works directly with all of our customers in the Ventura to Santa Barbara region.

Executive Staff

From marketing, contract administration, field and fleet management, to information technology, our Executive Staff is involved in the day-to-day operations supporting each Project Team and customer to ensure the highest quality of tree care is being achieved in the industry.



Patrick Mahoney
President



Richard Mahoney
Secretary



Rose Epperson
Treasurer



Andrew Trotter
V.P. – Field Operations



Chris Crippen
V.P. – I.T.



Victor Gonzalez
V.P. – Business
Development



Debbie DePasquale
V.P. – Internal Operations



Ernesto Macias
V.P. – Risk Management



Nick Alago
V.P. – SoCal Region



Michael Palat
V.P. – SoCal Region



Jason Pinegar
V.P. – NorCal Region



WCA has forged a successful partnership with the Laborer's International Union of North America.



13 offices with prestigious
Tree Care Industry Association
(TCIA) accreditation

ISA CERTIFIED		
ISA Board Certified Master Arborists		
165	101	8
Michael Palat	#WE-6541 BUIA	
Kelley Gilleran	#WE-7061 B	
Tim Crothers	#WE-7655 BUIA	
Joseph Bartolo	#WE-2034 BU	
Eugene Bordson	#WE-10777 BT	
Rebecca Mejia	#WE-2355 B	
Jeffrey Crain	#WE-6658 B	
Stuart Hupp	#WE-11395 B	

55 ISA Tree Risk Assessment Qualified	151 WCA Certified Utility Line Clearance Workers	20 ISA Certified Utility Specialists	57 TCIA Certified Treecare Safety Professionals	10 ISA Municipal Specialists	1 Nursery in Placentia & Dedicated Manager	8 Information Technology/ Specialists	75 Fleet Mechanics	11 NCCCO Certified Crane Operators
--	---	---	--	------------------------------------	--	--	--------------------------	--



American Society of Arboriculture Registered Consulting Arborists

3 ASCA Consulting Arborists

Tim Crothers RCA #721
Kelley Gilleran RCA #668
Leo Tuchman RCA #771

Wildlife Protection

WCA's VP of Field Operations is a key contributor in identifying and developing the first ever Best Management Practices guidelines for *Tree Care for Birds and Other Wildlife*.



BMP Training

95

Wildlife Aware
Trained/Certified
by WTI

1

On-Staff
Biologist

Unique Capabilities



Plant Health Care

WCA has developed an exemplary Plant Health Care Program that goes beyond standard chemical applications. We maintain **in-house** State Certified qualified pest applicators.



California Department of Pesticide Regulation (DPR)

WCA has 1 Advisor (PCA) and 10 Applicators (QAL) on staff.

CLIENT REFERENCES

West Coast Arborists understands the challenge that many cities face to reduce the cost of tree maintenance services, while increasing the level of performance. Utilizing our services as a valuable, cost-effective resource, cities are able to provide better services to their community. These contracts cover a range of services from providing emergency response to maintaining the Agency's entire urban forest.

CITY OF CARPINTERIA

SINCE 2002



In addition to providing the city with tree maintenance for both streets and parks, we assisted the City in the creation of a Street Tree Management Plan in 2020. This included updating the City's tree inventory and developing a plan for future plantings throughout the City.

Contact: Robert Howard, Public Works Supervisor
5775 Carpinteria Ave., Carpinteria, CA 93013 ~ (805) 566-2417 ~ roberth@carpinteriacalifornia.gov

ANNUAL BUDGET: \$160,000

CITY OF CAMARILLO

SINCE 1999



WCA provides complete pruning services for the City of Camarillo. In 2011 we updated the City's tree inventory by adding GPS locations. There are over 23,000 City-owned trees of which 4,500 are trimmed annually. Accurate and up-to-date work history records are maintained in ArborAccess which maintains the integrity of the inventory.

Contact: Leo Alamillo, PW Maintenance Superintendent
283 S. Glenn Dr., Camarillo, CA 93010 ~ (805) 388-5338 ~ lamillo@cityofcamarillo.org

ANNUAL BUDGET: \$780,000

CITY OF GOLETA

SINCE 2004



WCA provides the city with tree trimming and maintenance services. Scope of services include tree trimming, tree removal, tree planting and arborist services. All maintenance records are updated in ArborAccess for the City's review and use.

Contact: Paul Medel, Public Works Manager
6735 Hollister Ave., Goleta, CA 93117 ~ (805) 968-6769 ~ pmedel@cityofgoleta.org

ANNUAL BUDGET: \$300,000

CITY OF VENTURA

SINCE 1999



WCA provides complete urban forestry management for the City, including tree pruning, removals, planting, and emergency services as-needed.

Contact: Andy Torrez, Tree Supervisor
336 Sanjon Rd., Ventura, CA 93002 ~ (805) 652-4540 ~ atorrez@cityofventura.ca.gov

ANNUAL BUDGET: \$1,485,000

EXPERIENCE: CURRENT CALIFORNIA CITIES/COUNTIES UNDER CONTRACT WITH WCA

CITY OF AGOURA HILLS	CITY OF FOLSOM	CITY OF MONTEBELLO	CITY OF SANTA CLARA
CITY OF ALAMEDA	CITY OF FONTANA	CITY OF MONTEREY	CITY OF SANTA CLARITA
CITY OF ALHAMBRA	CITY OF FREMONT	CITY OF MONTEREY PARK	CITY OF SANTA FE SPRINGS
CITY OF ANAHEIM	CITY OF FRESNO	CITY OF MOORPARK	CITY OF SANTA MARIA
CITY OF ARCADIA	CITY OF FULLERTON	CITY OF MORENO VALLEY	CITY OF SANTEE
CITY OF ARTESIA	CITY OF GARDEN GROVE	CITY OF MORGAN HILL	CITY OF SIERRA MADRE
CITY OF AZUSA	CITY OF GILROY	CITY OF MOUNTAIN VIEW	CITY OF SIGNAL HILL
CITY OF BALDWIN PARK	CITY OF GLENDALE	CITY OF MURRIETA	CITY OF SOLANA BEACH
CITY OF BEAUMONT	CITY OF GLENDORA	CITY OF NATIONAL CITY	CITY OF SOUTH PASADENA
CITY OF BELL	CITY OF GOLETA	CITY OF NEWARK	CITY OF SOUTH SF
CITY OF BELL GARDENS	CITY OF GRAND TERRACE	CITY OF NEWPORT BEACH	CITY OF STOCKTON
CITY OF BELLFLOWER	CITY OF HALF MOON BAY	CITY OF NORCO	CITY OF SUNNYVALE
CITY OF BERKELEY	CITY OF HAWAIIAN GARDENS	CITY OF NORWALK	CITY OF TEMPLE CITY
CITY OF BEVERLY HILLS	CITY OF HIGHLAND	CITY OF OAKLEY	CITY OF THOUSAND OAKS
CITY OF BRADBURY	CITY OF HOLLISTER	CITY OF OCEANSIDE	CITY OF TORRANCE
CITY OF BRAWLEY	CITY OF HUNTINGTON BEACH	CITY OF ONTARIO	CITY OF TRACY
CITY OF BREA	CITY OF IMPERIAL BEACH	CITY OF ORANGE	CITY OF TULARE
CITY OF BUENA PARK	CITY OF INDIO	CITY OF OXNARD	CITY OF TUSTIN
CITY OF BURLINGAME	CITY OF INDUSTRY	CITY OF PALM DESERT	CITY OF UPLAND
CITY OF CAMARILLO	CITY OF INGLEWOOD	CITY OF PALM SPRINGS	CITY OF VENTURA
CITY OF CARLSBAD	CITY OF IRVINDALE	CITY OF PALO ALTO	CITY OF VERNON
CITY OF CARMEL-BY-THE-SEA	CITY OF JURUPA VALLEY	CITY OF PARAMOUNT	CITY OF VICTORVILLE
CITY OF CARPINTERIA	CITY OF LA CANADA	CITY OF PERRIS	CITY OF VISALIA
CITY OF CARSON	CITY OF LA HABRA	CITY OF PICO RIVERA	CITY OF VISTA
CITY OF CERES	CITY OF LA MESA	CITY OF PLACENTIA	CITY OF WALNUT
CITY OF CHINO	CITY OF LA MIRADA	CITY OF PLEASANTON	CITY OF WALNUT CREEK
CITY OF CHINO HILLS	CITY OF LA PALMA	CITY OF POMONA	CITY OF WEST COVINA
CITY OF CHOWCHILLA	CITY OF LA PUENTE	CITY OF POWAY	CITY OF WEST HOLLYWOOD
CITY OF CHULA VISTA	CITY OF LA VERNE	CITY OF RANCHO CORDOVA	CITY OF WEST SACRAMENTO
CITY OF CITRUS HEIGHTS	CITY OF LAGUNA BEACH	CITY OF RANCHO	CITY OF WHITTIER
CITY OF CLAREMONT	CITY OF LAGUNA HILLS	CUCAMONGA	CITY OF WOODLAND
CITY OF COACHELLA	CITY OF LAKE ELSINORE	CITY OF RPV	CITY OF YORBA LINDA
CITY OF COLTON	CITY OF LAKE FOREST	CITY OF REDLANDS	COUNTY OF ALAMEDA
CITY OF COMMERCE	CITY OF LAKEWOOD	CITY OF REDONDO BEACH	COUNTY OF COLUSA
CITY OF CONCORD	CITY OF LATHROP	CITY OF RIALTO	COUNTY OF CONTRA COSTA
CITY OF CORONA	CITY OF LEMON GROVE	CITY OF RIVERSIDE	COUNTY OF EL DORADO
CITY OF CORONADO	CITY OF LINCOLN	CITY OF ROSEMEAD	COUNTY OF FRESNO
CITY OF COSTA MESA	CITY OF LIVERMORE	CITY OF ROSEVILLE	COUNTY OF LOS ANGELES
CITY OF COVINA	CITY OF LODI	CITY OF SACRAMENTO	COUNTY OF MONTEREY
CITY OF CUDAHY	CITY OF LOMA LINDA	CITY OF SAN BERNARDINO	COUNTY OF NAPA
CITY OF CULVER CITY	CITY OF LOMPOC	CITY OF SAN BRUNO	COUNTY OF ORANGE
CITY OF CUPERTINO	CITY OF LONG BEACH	CITY OF SAN CARLOS	COUNTY OF PLACER
CITY OF DANA POINT	CITY OF LOS ALAMITOS	CITY OF SAN CLEMENTE	COUNTY OF RIVERSIDE
CITY OF DAVIS	CITY OF LOS ALTOS	CITY OF SAN DIEGO	COUNTY OF SAN BERNARDINO
CITY OF DEL MAR	CITY OF LOS ANGELES	CITY OF SAN DIMAS	COUNTY OF SAN DIEGO
CITY OF DIAMOND BAR	CITY OF MADERA	CITY OF SAN FERNANDO	COUNTY OF SAN JOAQUIN
CITY OF DUARTE	CITY OF MANHATTAN BEACH	CITY OF SAN JACINTO	COUNTY OF SAN MATEO
CITY OF EL CAJON	CITY OF MENIFEE	CITY OF SAN JUAN CAP	COUNTY OF TULARE
CITY OF EL CENTRO	CITY OF MENLO PARK	CITY OF SAN LEANDRO	COUNTY OF VENTURA
CITY OF EL SEGUNDO	CITY OF MILPITAS	CITY OF SAN MARCOS	COUNTY OF YOLO
CITY OF ENCINITAS	CITY OF MISSION VIEJO	CITY OF SAN RAMON	MOUNTAIN HOUSE CSD
CITY OF ESCONDIDO	CITY OF MONROVIA	CITY OF SANTA ANA	ROSSMOORE CSD
CITY OF FILLMORE	CITY OF MONTCLAIR	CITY OF SANTA BARBARA	TOWN OF ATHERTON

FIRM EXPERIENCE

Listed below are current contracts valued over \$2,000,000 annually.

Customer	Duration	Annual Contract Amount
County of Los Angeles	Since 2015	\$14,800,000
City & County of San Francisco	Since 2017	\$6,200,000
City of Riverside	Since 2018	\$4,400,000
City of Long Beach	Since 2016	\$3,400,000
City of Fresno	Since 2001	\$3,400,000
Riverside Public Utilities	Since 1997	\$3,400,000
City of Anaheim/Anaheim Utilities	Since 2007	\$3,300,000
City of Corona	Since 2010	\$3,000,000
City of Industry	Since 2020	\$3,000,000
County of Orange - Parks	Since 2014	\$3,000,000
City of Sacramento - Parks	Since 2016	\$2,800,000
City of San Diego	Since 2015	\$2,700,000
City of Ontario	Since 1998	\$2,700,000
City of Sacramento	Since 2015	\$2,500,000
City of Glendale	Since 2015	\$2,500,000
Glendale Water & Power	Since 2015	\$2,500,000
City of Santa Clarita	Since 2008	\$2,400,000
City of Beverly Hills	Since 2000	\$2,300,000
City of Fullerton	Since 1998	\$2,300,000
City of Santa Ana	Since 2015	\$2,000,000

SCOPE OF SERVICES

Grid Tree Pruning

Grid tree pruning is based on pruning in pre-designed districts, or grids on a set cycle and in its entirety. This includes pruning all trees (small, medium, and large-sized.) Pruning will include structural pruning, crown raising, and slight crown cleaning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and shall have no more than 15% of the live foliage removed at a given time.

Special Request Tree Pruning

Special Request Tree Pruning includes tree maintenance services on designated tree(s) as ordered by the City's Arborist or designee. This category of pruning may include structural pruning, crown raising, crown cleaning and/or pruning to restore the crown. Whichever work type is ordered by the City, pruning will be performed in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards and the Best Management Practice, Tree Pruning Guidelines. Trees that are identified for a Special Request Tree Prune shall have approximately 25% of the live foliage removed at a given time.

Pruning to reduce the tree's crown (or Crown Reduction Pruning) may be performed when conditions within the crown of a hardwood tree are such that the overall canopy mass and excessive wood weight needs to be reduced. This type of prune is performed when the City's primary objective is to maintain or improve tree health and structure and will be charged at the Crew Rental rate as agreed upon by the City and WCA.

Line Clearance

Trees that interfere or have the possibility of interfering with utility lines will be trimmed in a manner to achieve the required clearances as specified and in accordance with the California Public Utilities Commission. It is our goal to protect the current health and condition of the tree and to maintain its symmetry and direct growth away from the utility lines.

Young Tree Maintenance (Optional)

Proper pruning and care during the early stages of the tree's life will save money in the future, and create a safer, more beautiful, healthy, easy-to-maintain tree. We believe that tree care that is performed early will affect its shape, strength and life span. Our specialized small tree care team consists of certified personnel trained to perform the following under the hourly rate:

- Selective structural pruning
- Removal of dead, interfering, split and/or broken limbs
- Pre-conditioning the water retention basin built around the tree
- Staking or re-staking
- Adjusting tree ties
- Adjusting trunk protectors
- Weed abatement

Root Pruning

We strongly recommend against any root pruning, however, should the city elect to proceed, we recommend that it be done no closer than 3 times the diameter of the trunk. Roots will be pruned to a depth of approximately 12 inches by cleanly slicing through the roots, so as not to tear or vibrate the root causing damage to the tree. The excavated area will be backfilled with native soil and debris will be hauled away. This is performed under the hourly rate.

Tree and Stump Removal Operations

With a minimum of 48 hours advanced notice, WCA will inform Underground Service Alert (USA) of the location of work for the purpose of identifying any and all utility lines. The removal process consists of lowering limbs delicately onto the ground to prevent any hardscape damage. Immediately following the removal, the stump will be ground down, if ordered to do so and with proper USA notification. Our standard stump grinder is the Vermeer SC802. This stump grinder is ideal for any size job and can be used to grade large stumps. We also use the Dosko SC69 stump grinders. These are intended to remove tree stumps and exposed root systems close to ground level. Tree removal and stump removal are to be charged separately in accordance with the contract.



Tree Planting

We can replace trees that have been removed and plant new trees in accordance with the City's specifications. We are prepared financially and logistically to acquire and purchase selected tree species for tree planting. At a minimum of 48 hours in advance we will inform Underground Service Alert (USA) of the location of work for the purpose of identifying any and all utility lines. A well-trained planting team will perform the soil preparation and installation of the tree.

Tree Watering (Optional)

Tree watering will be performed by a full-time, WCA team member on various routes, when requested by the Agency. This team will also be responsible for reporting special care needs to the small tree care team. This could include reporting weeds, soil that has settled, and/or staking and tying needs.

Emergency Response

We are prepared for emergency calls 24 hours a day, 7 days a week, including holidays. The toll-free number is 866-LIMB-DOWN (866-546-2369). This number will be provided to the Agency, Police Department and/or Fire Department. Our emergency response team will do what is necessary to render the hazardous tree or tree-related condition safe until the following workday.

Crew Rental

Due to our vast amount of resources, including our specialty equipment and qualified personnel we are able to extend our commitment to our customers by providing various miscellaneous services outside of the most common tree maintenance services:

- Misc. use of aerial towers and cranes (including equipment rental)
- Crown reduction
- Crown restoration

Arborist Reports

We have full-time Certified Arborists on staff that can prepare detailed arborist reports, tree evaluations and site inspections based on your specific needs. Reporting can be generated for one tree or an entire selection and is managed on a case-by-case basis.



WCA provides the technology, management, and civic experience that makes it the preferred tree management partner across the West.

Plant Health Care

Tim Crothers, Plant Health Care Manager

- ISA Board Certified Master Arborist WE-7655 BUM
- DPR Qualified Pest Control Applicator #145321
- QAL Category B & D

Our PHC program managed by Tim goes beyond standard chemical applications. We have developed an efficient Integrated Pest Management Program (IPM) that requires diagnosis before treatment. WCA is staffed with licensed applicators and advisors that are environmentally conscious as well as compliant with the California Department of Pesticide Regulation. This service allows us to provide you with:

- Proper diagnosis based on on-site inspection with laboratory testing when necessary
- Proactive and preventative recommendations that reduce the amount of potential pest and disease issues
- Follow-up evaluations to ensure that the recommended treatments result in a healthy and balanced urban forest

IMPLEMENTATION, QUALITY CONTROL & SAFETY

Implementation Plan

To ensure the quality of work and the level of service expected, WCA abides by a well-defined quality control plan that incorporates the following:

- Certified personnel
- Safety
- Pruning specifications and guidelines
- Sound equipment
- Public relations
- Proper traffic control
- State-of-the-art communication systems

Special shifts including weekends and evenings can be arranged in accordance with the Agency's specifications.

Area Manager: Lorenzo Perez

ISA Certification #: WE-7443AT

TCIA CTSP #312

The project Area Manager will be the central point of contact and will work cooperatively with Agency staff, local residents and business owners, etc. The Area Manager will provide overall field supervision and crew management.

Daily Management

Daily management will consist of, but not be limited to:

- Email notification complete with location, crew, equipment type, and work description
- Supervise crew personnel to insure proper pruning standards are followed in a safe manner
- Traffic control setup and maintenance of work zone
- Ensure work area is left free of debris at the end of shift
- Maintain record of work completed each day
- Maintain good public relations at all times
- Provide immediate notification to Agency Inspector upon damage of personal property including a plan for corrective measures to take place within 48 hours

Weekly Management

- Weekly management will consist of, but is not limited to:
- Weekly inspection of work completed
- Meet with the Agency to review work schedule and progress
- Insure standards of pruning are performed in accordance with Agency specifications
- Maintain open communication

Scheduling of Work

The Area Manager is responsible for scheduling work which shall conform to the Agency's schedule of performance. We recommend equal distribution of work throughout the course of the fiscal year. Notifications will be provided to residents prior to the start of pruning operations in said area. All work will be performed in a cooperative manner as to cause the least amount of interference or inconvenience.



Public Notification

Upon Agency staff approval, WCA will post a door hanger notice prior to commencement of grid pruning (within 24-48 hours). After tree plantings, door hangers will be provided to residents instructing them on the proper care for their newly planted tree. For more comprehensive outreach we can also submit a press release for special projects or routine maintenance. The Agency may modify the procedures and materials to which we notify residents.

Communication Systems

Our use of modern and reliable communication systems affect our daily job performance by increasing our efficiency. Management and Field Personnel utilize smart phones as both navigational and communication devices in the field. Smart phones have proven to be a convenient method to input data as related to tree inventories, daily work records, timesheets, photos, and billing information; eliminating the need to handwrite data and improving customer service by minimizing response time.

Permits and Licensing

WCA will procure a City Business License as necessary and any "no-fee" permits prior to commencement of work. Permits (i.e., encroachment, traffic control, etc.) requiring fees will be charged back to the Agency.

Right-of-Way

All work will be performed in the public right-of-way. Employees will not utilize private property for eating, breaks or any other reason or use water or electricity from such property without prior written permission of owner.

Cooperation and Collateral Work

WCA will give right to operate within the project to the Agency workers and/or other contractors, utility companies, street sweepers, and others as needed in a cooperative effort to minimize interference in daily operations.

Project Site Maintenance

Work site will be left free of debris at the end of each workday. We will not discharge smoke, dust, or any other air containments in quantities that violate the regulations of any legally constituted authority.

Workflow Timelines

GRID PRUNING FLOWCHART

(Within 30-day Completion)



REMOVAL FLOWCHART

(Within 15-day Completion)



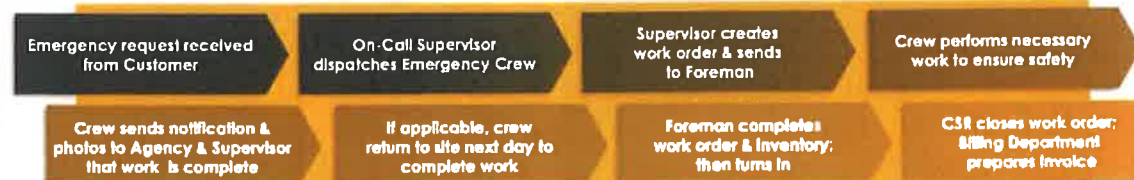
PLANTING FLOWCHART

(Within 15-day Completion)



EMERGENCY FLOWCHART

(Within 1-3 hour Response / 24 hour Completion)



PLANT HEALTH CARE FLOWCHART



Emergency Contacts



In case of emergency **AFTER**
normal business hours:

866.546.2369

Leave a message, if you do not
receive a call back within 10 minutes,
call the following contacts in order:

Fernando Sanchez, Foreman

714.920-1300

Jose Cancino, Foreman

714.713.0247

Tawny Halcon, Supervisor

714.412.2543

Lorenzo Perez, Area Manager

714.681.3428

AFTER confirmation from on-call
Manager, you can email multiple
locations to:

LimbDown@WCAInc.com



Normal Business Hours

714.991-1900

Sample Planting Door Hanger

**HELP
ME GROW!**

- WATER THE TREE**
once (1) per week during cool months
- WATER THE TREE**
twice (2) per week during warm months
- PLEASE DO NOT**
change or adjust the stakes
- PLEASE DO NOT**
adjust the water basin or mulch placed around the tree
- KEEP THE TRUNK FREE**
of weeds and other plants

WCA
Services Provided By:
West Coast Arborists, Inc. 2200 E. Via Buena Vista, Anaheim, CA 92806
800.521.3714

TREE CARE PROFESSIONALS
SERVING COMMUNITIES WHO CARE ABOUT TREES

Quality Control

Feedback

WCA regularly receives and tracks feedback from customers and residents as a means to acknowledge good performance and provide prompt resolution for any negative comments. Every month, a summary of the feedback is then reviewed by the management team.

Customer Service Department

As we work with, or near, the public, we are mindful that we will most likely be the first person the public contacts. We have a full-time Customer Service Department with each Customer Service Representative (CSR) trained in addressing concerned residents and bystanders.

Complaints & Damage Resolution

Should there be any property damage, we adhere to specific procedures to resolve the problem. The Foreman on the job site will notify the resident and the Inspector immediately.

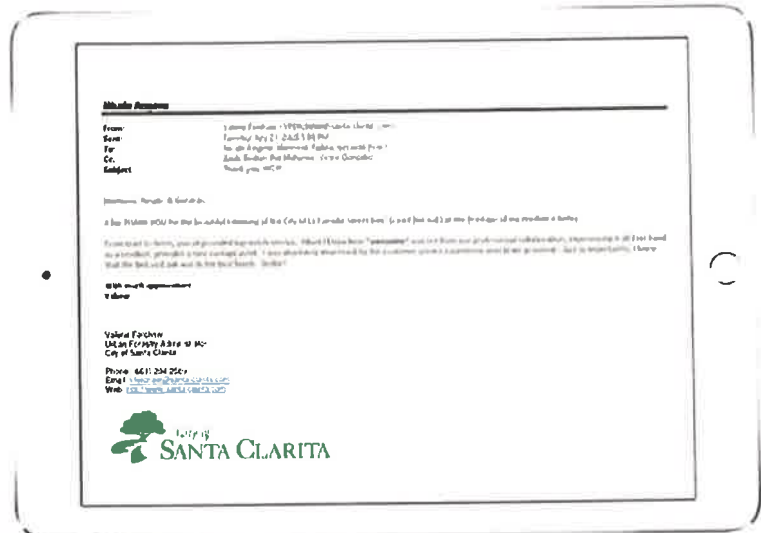
If the resident is not at home, then we will leave a WCA card with instructions to call our Claims Coordinator in our corporate office. The ultimate goal at each work site is to leave the property in the same condition as before we entered it. We will notify the Agency Representative immediately upon damage of private property including plans for corrective measures to take place within 48 hours.

Any activities found by the Agency to be unacceptable will be rectified immediately. All other complaints will be abated or resolved within twenty-four (24) hours of the occurrence. We have teams specifically assigned for handling damage to properties, both private and public. Through our communication system, we have the ability to dispatch either of these teams and have them respond immediately to the site for proper repair.

We pride ourselves on professional workmanship to avoid these types of incidents, however, should one occur, we take all appropriate measures to resolve the matter in a timely and efficient manner.

Protection of Public and Private Property

WCA will provide all safety measures necessary to protect the public and worker within the work area. We will maintain good public relations at all times. The work will be conducted in a manner which will cause the least disturbance.



Safety & Training

Safety Program

Safety standards are top priority at West Coast Arborists, Inc. Our line of work demands that all work is performed in a manner that provides the maximum safety to the general public as well as our employees. Our crews are instructed to follow the safety standards of ANSI Z133.1 as well as Cal-OSHA requirements. We have one of the most extensive safety training programs in the industry. We provide our employees with state-of-the-art training tools and instructional sessions company wide. Our insurance carriers and Cal-OSHA have recognized us repeatedly for outstanding safety training efforts.

We have a full time Safety & Training Manager, Dane Jensen, that is professionally trained in the field of horticulture. As WCA's Training Manager, Dane is responsible for staying up-to-date on all tree-related industry standards as related to safety and the wellness of our employees and the public in which we serve. Training materials are regularly reviewed and updated to ensure WCA employees receive the proper education, instruction and hands on experience needed to perform their day to day activities safely and efficiently. Training topics include a full-circle from proper pruning techniques, arboriculture, to customer service and everything in between.

- ISA Certified Utility & Municipal Arborist #WE-12014A
- ISA Skills Test Evaluator—TW Climber
- TCIA Certified Treecare Safety Professional #3303
- ISA Tree Risk Assessment Qualification #E4068
- American Heart Association BLS and First Aid Instructor



Our line of work demands that all work is performed in a manner that provides the maximum safety to the general public as well as our employees.

Public Convenience and Safety

WCA will comply with any and all local sound control and noise level rules, regulations, and ordinances which apply to any work performed in the contracted area. All work will cease by 5:00 pm or as directed by the Agency (excluding emergency services).

Employee Training Program

West Coast Arborists, Inc. provides an extensive in-house training curriculum for all employees to broaden their knowledge of the arboriculture field of study. Included in this training are the ISA standards, both Treeworker and Arborist study programs, and a variety of Tree Care Industry Association home study programs. We also offer training courses to our staff in areas of customer service satisfaction, maintaining professional conduct, and Qualified Line Clearance Trimmer Training.

Our Training and Safety team members are tasked with completing field evaluations of crews and members are on-site to coach and train employees on safe practices. Employees receive performance evaluations at 90 days, 6 months, then annually (or as-needed) after their first year. All employees are provided copies of WCA's Injury & Illness Prevention Program.



Traffic Control

Traffic control procedures will be set-up in accordance with the Work Area Traffic Control Handbook (WATCH) and State of California Manual of Traffic Controls as well as the Agency Traffic and Safety Operating Rules. WCA will make adequate provisions to insure the normal flow of traffic over the public streets and park roads. Every effort will be made to keep commercial driveways and passageways open to the public during business hours. High visibility arrowboard(s) will be used when needed. Prior to use, the Agency will approve traffic safety



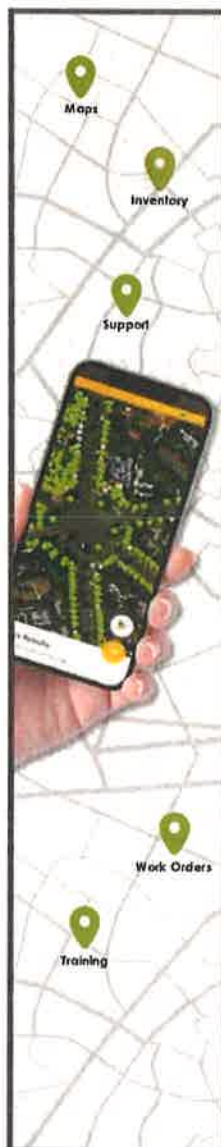
SAFER ROADS SAVE LIVES

equipment and devices. Pedestrian and vehicular traffic shall be allowed to pass through the work areas only under conditions of safety and with as little inconvenience and delay as possible. Unless the work area is totally barricaded or otherwise kept safe, at least one worker will serve to coordinate safe operations on the ground at all times when work operations are in progress.



*WCA is dedicated to
health and safety for
trees, employees,
and the community.*

TECHNOLOGY & INFORMATION MANAGEMENT



West Coast
Arborists has
completed
300+
GPS tree
inventories.

ArborAccess

Our tree management program sets us apart from other companies. With nearly 2,000 active users, ArborAccess and our mobile app will help you easily manage your urban forest with ease and convenience. Tree site attributes include location (utilizing GPS coordinates), species type, and parkway size. Features allow you to view and edit work history records and create work orders directly from the field, all from our secure cloud.

The information contained in ArborAccess is live data that can also be linked directly to a GIS program, such as ArcView, for geo-coding purposes and can assist your Agency in meeting GASB34 requirements. ArborAccess provides an unlimited resource of information regarding your urban forest.

ArborAccess Features

- Ease of use
- Create work orders
- View tree site details
- View work history
- View invoices
- Mobile app
- Live data
- GIS/GPS mapping

Software Training

Our IT Department is based out of our corporate office in Anaheim, CA with regional offices located throughout California and Arizona. Each office has the ability to provide software training to our customers. We are also available to provide training sessions on-site at the customer's discretion. On-site training is proven to be effective as it provides a guided firsthand experience.

We offer periodic tree maintenance and management workshops each year. These free workshops are provided to our customers regionally and educate over 250 people annually. They have proven to be a great roundtable and networking opportunity for the different agencies in attendance. Presentations are provided by WCA management staff and complimented with guest speakers in the industry. Certified Arborists and Tree Workers who attend are eligible to receive continuing education credits (CEU's) from the International Society of Arboriculture.

The success of any urban forest program depends on the proper management of information. Unlimited telephone and/or email support is available to answer technical questions and aid staff in the use of the software system. Software training and support is included in the cost associated with the inventory data collection.

List Tracking System

The List Tracking Report in ArborAccess is a useful tool in the management of incoming work. This report allows both parties to track specific jobs as they are ordered by the Agency. Proper use of this system enables the Agency and WCA to track the completion of work that is ordered.

Billing

WCA, Inc. operates a modern invoicing system that is updated on a daily basis. Progress billings will be submitted to the Customers on a bi-weekly basis, unless otherwise requested. Invoices will reflect an amount complete for the billing period, along with a year-to-date total for that job. Each billing will include a listing of completed work by address, tree species, work performed and appropriate data acceptable to the customer. This information will be supplied in hardcopy and immediately accessible on ArborAccess. Job balances reflecting the percent of completion for each job can be viewed on ArborAccess.

Sample Management Tools: Detailed Tree Site Characteristics

The advanced technology provides a valuable tool to urban forestry professionals by displaying specific tree site information along with a representative photograph of the species type and a recommended maintenance field. ArborAccess' built-in quality control features assist in data accuracy. As maintenance is performed, the work history is updated and accompanied with bi-weekly invoices. This process eliminates the need for dual-inputting and helps keep the tree inventory current and accurate.



Maintenance Records

Accurate maintenance records for each location oftentimes can assist the Agency with liability claims. Maintaining a detailed history of the work performed at each location demonstrates good faith in preserving its urban forest. It is imperative that work requests are pulled from the system prior to the work being performed, otherwise inventory accuracy is not guaranteed.

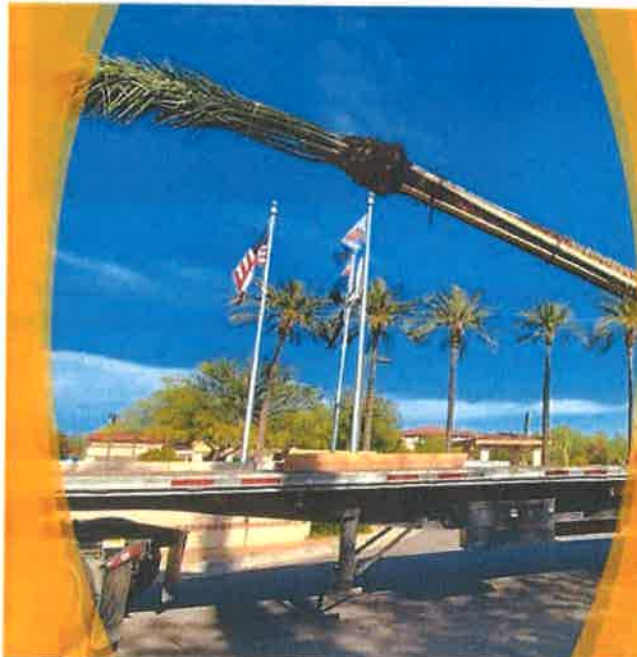
Sample: Species Frequency Report

The Species Frequency report can assist your Agency in identifying the tree population within the urban forest. This type of information is valuable in the event of an insect infestation, deadly disease, or even estimating future maintenance costs. In addition, an analysis can be performed to evaluate the history of the performance of a particular species within your Agency.

Botanical	Common	Total
Magnolia grandiflora	SOUTHERN MAGNOLIA	4,256
Ulmus parvifolia	CHINESE ELM	3,857
Lagerstroemia indica	GRAPE MYRTLE	2,638
Jacaranda mimosaefolia	JACARANDA	1,927
Cinnamomum camphora	CAMPHOR TREE	1,456
Pinus canariensis	CANARY ISLAND PINE	1,401
Schinus terebinthifolius	BRAZILIAN PEPPER	1,129
Quercus ilex	HOLLY OAK	1,077
Cupressus anacardioides	CARROTWOOD	905
Lophostemon confertus	BRISBANE BOX	636
Other	OTHER	14,330
Total Trees		33,812

Detailed Reporting Options

Inventory	Work History	District Frequency
View Invoices	Work Type by District	Species Frequency (sample above)
Job Balances	DBH Frequency	All Tees at an Address
Green Waste	Height Frequency	Estimated Tree Value



WCA helps agencies understand and manage their canopy by sharing inventories, insight, and data.

EQUIPMENT LIST

Equipment

Our modern fleet undergoes daily inspection prior to use to ensure efficiency and safety. All equipment is routinely serviced, painted, and detailed. All equipment used during the duration of this project will meet state and federal safety requirements and have all up-to-date certifications, as required.

CHP Biennial Inspection of Terminal Certification

We have successfully been awarded the CHP Biennial Inspection Award of Recognition. This inspection has assisted our company in instituting several safety programs, as well as our Preventative Maintenance Program utilized by our in-house fleet department. The inspection reviews our vehicle maintenance and repair records, our procedural methods and policies for vehicle maintenance and operations. This certification ensures that our vehicles operate safely.

Telematics (GPS)

WCA has partnered with Geo-Tab to provide GPS units on all vehicles and equipment. This investment has given us and our customers the following benefits:

- Provide faster response times and more efficient routing allowing us to service more customers
- Lower operational costs by optimizing our fleet size, reducing labor, overtime, and insurance, and minimizing costly vehicle repairs
- Decrease fuel use by monitoring fleet fuel economy and saving on unnecessary fuel expenditures
- Reduce emissions by helping drivers improve their habits such as speed and idle time, and reducing total miles driven which will significantly reduce harmful greenhouse gas emissions
- Improve dispatching with landmarks and driving directions, GPS units helps us to better dispatch so that we can service more customers, faster
- Recover stolen vehicles reducing liability costs which can be passed on to customers

Equipment List Summary	
Pick Up Trucks	389
Aerial Lift Devices	358
95ft Aerial Devices	18
Dump Trucks	224
Flat Beds	45
Field Service Trucks	32
Arrowboards	98
ATVs	24
Stump Grinders	67
Loaders	96
Rubber Track Loader	1
Root Pruners	2
Roll off Trucks	54
Saw Mill	3
Log Skidder	4
Back Hoes	1
Brush Chippers	159
Cranes	6
Toyota Prius	8
Toyota Yaris	9
Ford CMAX	4

Modern fleet
consisting of
1600+
pieces of
equipment.



IN-HOUSE FLEET MAINTENANCE

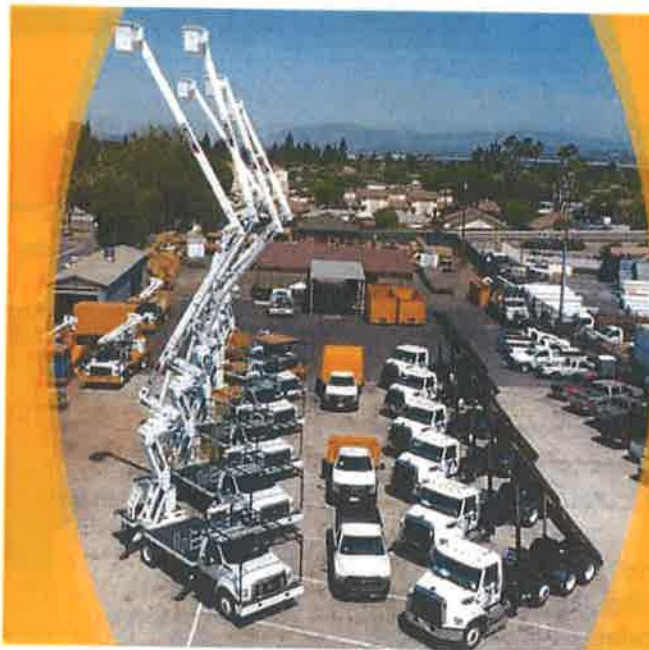
We currently have more than 1,600 pieces of fairly new equipment that enables us to replace equipment immediately should there be any unforeseen mechanical problems. We employ over 50 full-time mechanics that perform an in-house fleet maintenance program. This allows our equipment to be in good operating condition necessary for accomplishing the City's needs. Our mechanics generally work on one particular line of equipment, and by keeping our equipment as uniform as possible our mechanics really get to know the equipment inside and out minimizing down time. Equipment is assigned to different crews and if the crew is shared with another contract the equipment will be as well.

PREVENTATIVE MAINTENANCE PROGRAM

All WCA equipment goes through our Preventative Maintenance program. From our solar powered arrow boards, to our Freightliner Roll Off trucks. Our mechanics generally work on one particular line of equipment, and by keeping our equipment as uniform as possible our mechanics really get to know the equipment inside and out minimizing down time.

SUSTAINABILITY

Over the last few years, we have invested heavily in new equipment to keep our fleet modern, comply with state requirements, meet demand, and reduce our effects on the environment. We understand with a fleet as large as ours that we are responsible for the amount of emissions our vehicles produce and actively make an effort to monitor and reduce our carbon footprint.



*Through our ability to
dedicate specific
pieces of equipment for
this project, we believe
it will lead to a
successful program.*

COMMUNITY & ENVIRONMENT

Wildlife Protection

We have a full-time Biologist, Lissette Rios, on staff whose responsibilities include writing reports, pre-work bird assessments, and training crews on current bird nesting laws as well as BMPs for tree maintenance. The protection of birds, especially during nesting season, is critical to providing responsible tree maintenance and her experience, training and skilled eye have proven to be a great asset to our team. Our safety and training department has committed to working with wildlife preservation associations and played a key role in the establishment of the Tree Care for Birds and Other Wildlife BMP that is used in the tree care industry.



Green Waste

WCA's commitment to be a socially responsible corporate partner to our customers and communities is exemplified in our Recycling Program. With the steadily increasing concern for the ecological health of our communities, WCA has embarked on a landfill diversion process where all material is taken to recycling facilities where it is used in the production of soil amendments. We are committed to taking all recyclable materials removed from the trees trimmed for the duration of this project to a recycling center for processing. Verification of amounts recycled will be obtained and reported by WCA via ArborAccess for the purpose of meeting the goals of the State for reducing landfill usage.

MULCH is made from coarse ground branches and leaves. It should be spread on the ground at a rate of six to twelve inches for best effect. Fresh mulch will deplete nitrogen from the surface of the soil which will reduce unwanted weeds. Once the mulch has decayed, it returns nitrogen which helps build the quality of soil for plants. A large amount of tree debris is processed by WCA and used in large scale mulching projects for establishing native plants in open space areas.

COMPOST is made from fine ground branches, leaves or other organic material. When mixed with oxygen and water, the organic material will decay or "compost." A finished compost is excellent for turning into the top layer of soil and will add nitrogen and increase the water holding capacity of soil. You can make compost at home in a pile in your yard or in a bin that you make or purchase. Large scale composting is done at regional recycling facilities.

FIREWOOD is traditionally the most common use of large branches and logs. Firewood is used to heat homes during winter months. WCA takes logs to our yard, and these are then chopped into usable firewood.

Arbor Day Advocates

WCA participates in over 100 Arbor Day and other community events annually by providing educational presentations, tree plantings and sponsorships. As a community partner, we understand the importance of teaching youth about the benefits of trees not only to better our environment but to ensure our urban forests are maintained for years to come.

Community Involvement

WCA participates in Arbor Day and other community events annually by providing educational presentations, tree plantings and sponsorships. As a community partner, we understand the importance of teaching youth about the benefits of trees not only to better our environment but to ensure our urban forests are maintained for years to come. WCA has a designated "Grants Team" to work with agencies to obtain grants for tree planting and growing the urban forest.



Partnering with the Arizona Sustainability Alliance to engage K-12 educators in urban forestry.

Community Campaigns

WCA has partnered with *Invest From the Ground Up* and the *Western Chapter International Society of Arboriculture* to plant trees across California under their newest initiative – Cool Parks. With a generous grant from CAL FIRE, the Cool Parks team is working alongside partner cities and nonprofits to bring **2500** trees to California's disadvantaged and low-income communities, organize a CA Tree Team workshop, and engage residents to learn and care about the trees in their city.

Prior to the "Cool Parks" campaign, WCA participated in the CIRCLE (California Initiative to Reduce Carbon and Limit Emissions) campaign since its launch in October of 2016. Each round of tree planting events has provided thousands of trees to communities across California. The trees planted have the potential to sequester millions of pounds of CO₂.

These events are valuable to California communities by generating thousands of volunteers, improving air quality, and educating the local community about proper tree planting techniques. Together, we can grow the urban forest for a more sustainable future.



INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/23/2023

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

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

PRODUCER
Mon Risk Insurance Services West, Inc.
Los Angeles CA Office
707 Wilshire Boulevard
Suite 2600
Los Angeles CA 90017-0460 USA

CONTACT
PHONE (AC No. Exp): (846) 283-7122 FAX (AC No.): (806) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE NAIC #

INSURED
West Coast Arborists, Inc.
2200 E Via Burton
Anaheim CA 92806 USA

INSURER A: Starr Indemnity & Liability Company 38318
INSURER B: Starr Specialty Insurance Company 16109
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES

CERTIFICATE NUMBER: 570100231595

REVISION NUMBER:

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

TYPE	TYPE OF INSURANCE	POLICY NUMBER	START DATE	END DATE	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO. ☐ LOC OTHER:	1000100141231 SIR applies per policy terms & conditions	07/01/2023	07/01/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OPAGS \$4,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY ☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS MADE ☐ DED ☐ RETENTION	1000198198231	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Per accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	1000004228	07/01/2023	07/01/2024	☒ PER STATUTE ☐ OTHER
A	ANY PROFESSIONAL PARTNER/EXECUTIVE OR RETIREMENT EXCLUDED (Mandatory in AZ)	Workers Comp CA 1000004229 Workers Comp AZ	07/01/2023	07/01/2024	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE EA EMPLOYEE \$1,000,000 E.L. DISEASE POLICY LIMIT \$1,000,000

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

CERTIFICATE HOLDER

West Coast Arborists, Inc.
2200 E. Via Burton
Anaheim CA 92806 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Mon Risk Insurance Services West, Inc.

Holder Identifier:

Certificate No.: 570100231595

REQUIRED FORMS FOR SUBMITTAL

BID PRICE SHEET

For all services described below, unless excluded by the City in description of services below, the City shall consider unit prices below to include all labor, equipment, fees of any kind, overhead, insurance, fuel, materials, surcharges, disposal fees, and any other costs associated with and necessary for the Bidder to perform such service. No qualifications, exemptions, or alterations of services described below will be allowed. Failure to comply will result in disqualification of bid.

A. GENERAL SERVICES

Services	Unit Price	Estimated Units	Extended Price
1. Cost per Grid or Annual Tree Street/Park Tree Trimming	\$ 94.00	3,010 Grid trimmings*	\$ 282,940.00
2. Cost per Tree (Street/Park Tree, Off Grid Trimming) Regardless of tree diameter	\$ 160.00	441 Trees*	\$ 70,560.00
3. Cost per Chinese Elm - Pruned every 2 Years (Crown Reduction / Crown Restoration)	\$ 344.00	5 Chinese elms	\$ 1,720.00
4. Cost per Palm Tree Grid Trimming:		Total 472 Palm Tree Grid Trimmings	
Under 20' tall	\$ 74.00	122 under 20'	\$ 9,028.00
Over 20' tall	\$ 94.00	350 over 20'	\$ 32,900.00
5. Tree and Stump Removal: Cost per Tree (Tree and Stump Removal)		Total 16 Trees	
0" – 6"	\$ 344.00	2 Trees	\$ 688.00
7" – 12"	\$ 774.00	2 Trees	\$ 1,548.00
13" – 18"	\$ 1,144.00	4 Trees	\$ 4,576.00
19" – 24"	\$ 1,484.00	4 Trees	\$ 5,936.00
25" and over	\$ 2,404.00	4 Trees	\$ 9,616.00
6. Stump Removal		Total 18 Trees	
12" – 24"	\$ 234.00	6 Trees	\$ 1,404.00
25" – 36"	\$ 344.00	6 Trees	\$ 2,064.00
37" and over	\$ 474.00	6 Trees	\$ 2,844.00
A. SUB-TOTAL - GENERAL SERVICES			\$ 425,824.00

*Any grouping of seven (7) or more trees in close proximity to one another (an approximate 200 yard radius), shall be priced as grid trimmings even when off the regularly scheduled grid plan.

B. CREW RENTAL AND EMERGENCY SERVICES

Services		Unit Price	Estimated Units	Extended Price
Fully equipped crew as defined. Includes all manpower, equipment, tools, traffic control, disposal costs, and zero material markups.				
Straight Time				
1.	4 Man Crew with Equipment	\$ 416.00	50 hours	\$ 20,800.00
2.	3 Man Crew with Equipment	\$ 312.00	40 hours	\$ 12,480.00
3.	2 Man Crew with Equipment	\$ 208.00	10 hours	\$ 2,080.00
Overtime/Weekends/Emergency After Hour Call Out				
4.	4 Man Crew with Equipment	\$ 496.00	40 hours	\$ 19,840.00
5.	3 Man Crew with Equipment	\$ 372.00	20 Hours	\$ 7,440.00
6.	2 Man Crew with Equipment	\$ 248.00	10 Hours	\$ 2,480.00
B. SUB-TOTAL – CREW RENTAL & EMERGENCY SERVICES				\$ 65,120.00

C. OTHER COSTS

Services		Unit Price	Estimated Units	Extended Price
1.	Cost for Crown Reduction / Restoration per tree	\$394.00	50 Trees	\$ 19,700.00
2.	Palm Tree Skinning per linear foot	\$19.00	100 Feet	\$ 1,900.00
3.	Specialty Equipment - 30 Ton Crane per hour - 95 foot Aerial Tower per hour	\$154.00	28 hours	\$ 4,312.00
		\$154.00	42 hours	\$ 6,468.00
4.	Tree Planting and Installation Services (Price includes labor, equipment, root irrigation device and materials; assume tree to be provided by bidder to site; assume cost of tree billed separately) - 24" Inch Box each - 36" Inch Box each	\$434.00	8 London Plane trees – 24" Box	\$ 3,472.00
		\$1,444.00	2 London Plane trees – 36" Box	\$ 2,888.00
5.	Arborist Services & Report Writing per hour	\$174.00	8 hours	\$ 1,392.00
6.	Tree Watering per day (Assume 1 worker watering 8 hours)	\$832.00	5 days	\$ 4,160.00
7.	Special Request – Removal of Sprout or Sucker Growth (not as part of standard trim) on specific thoroughfares (cost per tree)	\$94.00	25 trees	\$ 2,350.00
C. SUB-TOTAL – OTHER COSTS				\$ 46,642.00
GRAND TOTAL (A+B+C)				\$ 537,586.00

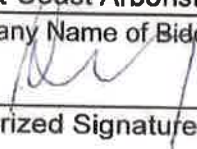
TOTAL ANNUAL AMOUNT OF BID (IN WORDS):

Five Hundred Thirty-Seven Thousand Five Hundred Eighty-Six Dollars and 00/100

Submission of bid and signature of representative of Contractor below shall bind Contractor to perform stated services at the Unit Prices specified for duration of the term of the awarded contract.

CONTRACTOR

West Coast Arborists, Inc.
Company Name of Bidder


Authorized Signature

Patrick Mahoney
Print Name

95-3250682
Social Security or Taxpayer ID Number

01/29/24

Date

President

Title

DESIGNATION OF SUBCONTRACTORS

A bidder proposing to subcontract any portion of the work and to procure materials and equipment from suppliers and vendors shall identify all proposed subcontractors, suppliers and vendors below.

NAME, ADDRESS, AND PHONE NUMBER OF SUBCONTRACTORS, SUPPLIERS, AND VENDORS	TYPE OF WORK MATERIALS, OR EQUIPMENT (BE SPECIFIC)
None to be used.	

Note: Additional sheets may be attached.

STATEMENT OF NON-COLLUSION BY CONTRACTOR

The undersigned who submits herewith to the City of Carpinteria a Bid or proposal does hereby certify that:

- a. All statements of fact in such bid or proposal are true;
- b. Such bid or proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- c. Such bid or proposal is genuine and not collusive or sham;
- d. Bidder has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of Carpinteria or of any other bidder or anyone else interested in the proposed procurement;
- e. Bidder did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal;
- f. Bidder did not, in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else;
- g. Bidder did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member agent thereof, or to any individual or group of individuals, except to the City of Carpinteria, or to any person or persons who have a partnership or other financial interest with said bidder in his business.
- h. Bidder did not provide, directly or indirectly to any officer or employee of the City of Carpinteria any gratuity, entertainment, meals, or anything of value, whatsoever, which could be construed as intending to invoke any form of reciprocation or favorable treatment.
- i. No officer or principal of the undersigned firm is employed or has been employed, either full or part time, by the City of Carpinteria, either currently or within the last two (2) years, or is related to any officer or employee of the City by blood or marriage within the third degree. An exception to this section may be granted by approval of the City Council prior to contract award.
- j. No officer or principal of the undersigned firm nor any subcontractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any state or federal antitrust law in connection with the bidding on, award of, or performance of, any public work contract, with any public entity, within the last three years.

I certify, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and that this certification was executed on 01/29/24 at Anaheim, California. (Date) (Location)

Business Name: West Coast Arborists, Inc.

(Signature)

Address: 2200 E. Via Burton, Anaheim, CA 92806 (Corporate)

Printed Name & Title: Patrick Mahoney, President

CONTRACTOR'S ORGANIZATION STATEMENT AND PERFORMANCE HISTORY

The term "Owner" herein shall refer to any private firm or public agency to which the Contractor has submitted a bid to, or contracted with, for any tree trimming and maintenance contract.

Submitted By: West Coast Arborists, Inc.
Name must correspond with the Contractor's License

☒ Corporation ☐ Partnership ☐ Individual ☐ Joint Venture

If a corporation, under the laws of what State is it organized? California

California Regional Office (s): 11405 Nardo Street, Ventura, CA 93004

Officers, Responsible Managing Officers, Responsible Managing Employees: Patrick Mahoney - President,
Richard Mahoney - Secretary, Rose Epperson -Treasurer, Victor Gonzalez - VP of Business Development,

Lorenzo Perez - Area Manager

Use a page titled "Additional Information and/or Comments" for providing requested or additional information for each of the following questions to which you answer "yes" or for any comments.

A. Provide the following license numbers and expiration dates:

CA Contractor's License No. 366764 Expiration Date: 12/31/24

CA C-27 (Landscaping) Contractor's License No. 366764 Expiration Date: 12/31/24

CA C-61/D49 (Limited Specialty/Tree Service) Contractor's License No. 366764
Expiration Date: 12/31/24

Will you be able to provide OSHA Certification for aerial equipment when used throughout the term of the awarded contract? Yes ☒ No ☐

B. How many years' experience in construction work as a current organization?

(1) As a General Contractor? 51 years From 1972 to Current

(2) As a Subcontractor? N/A From to

C. Provide the following names, addresses, and phone numbers for three public agencies for which Bidder has performed similar work within the past ten (10) years, including the Geographical Information System (GIS) tree inventory services:

1. City of Camarillo
Agency Name

Leo Alamillo (805) 388-5338
Name and telephone number of person familiar with project

<u>\$780,000</u>	<u>Annual Tree Maintenance</u>	<u>1999 - Present</u>
Contract amount	Type of work	Date Completed

2. City of Goleta
Agency Name

Paul Medel (805) 968-6769
Name and telephone number of person familiar with project

<u>\$300,000</u>	<u>Annual Tree Maintenance</u>	<u>2004 - Present</u>
Contract amount	Type of work	Date Completed

3. City of Ventura

Agency Name

Andy Torrez (805) 652-4540

Name and telephone number of person familiar with project

<u>\$1,485,000</u>	<u>Annual Tree Maintenance</u>	<u>1999 - Present</u>
Contract amount	Type of work	Date Completed

- D. Have you, your company, or any officer, manager or partner thereof, failed to complete a contract for an Owner? YES ____ NO X. If so indicate the name of each Owner, dates, and the circumstances.
- E. Have you, your company, or any officer, manager or partner thereof, previously had a contractor's license suspended or revoked? YES ____ NO X. If so indicate the name of **each person** whose license was suspended or revoked, dates of occurrence, and the circumstances for each.
- F. Have you, your company, or any officer, manager or partner thereof, been debarred by any public agency? YES ____ NO X. If so, for each incident, indicate the name of each person, the agency involved, dates, and the circumstances for each.
- G. In an award based on low-bid criteria where your firm appeared to have the low bid, have you or your company been denied an award of an Owner contract? YES ____ NO X. If so, as to each such denial, state the name of the Owner, the date of the denial, the title and number of the contract bid, and the grounds on which the Owner based the denial of award.
- H. Has your company been the subject of any inquiry by any Owner as to whether your company is a non-responsible bidder or non-responsible Bidder? YES ____ NO X. If so, as to each inquiry, state the name of the Owner, the date of the inquiry, the grounds on which the Owner based the inquiry, and the result of the inquiry.
- I. Has your company been given a notice of deficiency during the performance of a contract for these types of services? YES ____ NO X. If so, as to each notice of deficiency, state the name of the Owner, the date of the notice, the grounds on which the Owner based the notice of the deficiency, and the result of the notice.
- J. Has your company been assessed liquidated damages or had payment withheld by any Owner during the term of a contract for similar services? YES ____ NO X. If so, as to each assessment of liquidated damages or payment withheld, state the name of the Owner, the date of the assessment/withheld payment, the title and number of the contract, and the grounds on which the Owner based the assessment of liquidated damages/payment withheld.
- K. Is your company currently a party in any litigation against any Owner pertaining to any contract for services project, or has your company been a party to such litigation? YES X NO _____. If so, as to each such litigation, state the name of the Owner, case number, the court and jurisdiction in which said litigation is pending or was brought, the nature of the litigation, the amount at issue in the litigation, the present status of such litigation, the date of resolution of such litigation if resolved, and the amount and method by which such litigation was resolved, if resolved. **Please see attached.**
- L. In the last five (5) years, has your company, in the performance of similar services, received any notices of violation from OSHA resulting in any fine? YES ____ NO X. If so, as to each notice, state the name of the Owner, the date of the notice, the grounds on which OSHA based the notice, and the result of the notice. Provide the following information as to contract experience with public entities or governmental agencies only, within the past ten (10) years. If none, write "NONE" on the chart.



**City of Carpinteria
RFP - Tree Trimming and Tree Maintenance Services**

Statement of Litigation

As the agency's tree maintenance Contractor we were automatically tendered these lawsuits. These lawsuits stem from limb failures, not due to our operations.

- Kathleen White v. City of Buenaventura County of Ventura, Superior Court of California, Case # 56-2022-00571660-CU-PO-VTA.
 - A large limb failed onto a parked car. – Pending litigation.
- Benjamin Abad v. West Coast Arborists, Inc. - County of Ventura, Superior Court of California, Case # 2023CUPP016744.
 - A City of Oxnard tree had failed, landing on a car. – Pending litigation

- [illegible]

- N. Please describe your proposed tree inventory program and attach sample reports.
Our tree inventory management program sets us apart from other companies. With nearly 2,000
active users, ArborAccess and our mobile app will help you easily manage your urban forest with
ease and convenience. Tree site attributes include location (utilizing GPS coordinates), species
type, and parkway size. Features allow you to view and edit work history records and create work
orders directly from the field, all from our secure cloud.
The information contained in ArborAccess is live data that can also be linked directly to a GIS
program, such as ArcView, for geo-coding purposes and can assist your Agency in meeting
GASB34 requirements. ArborAccess provides an unlimited resource of information regarding your
urban forest.

Please refer to section titled 'Technology & Information Management' in the attached proposal
book for additional information.

CONTRACTOR'S MAILING ADDRESS:

West Coast Arborists, Inc.

2200 E. Via Burton

Anaheim, CA 92806

West Coast Arborists, Inc.

FIRM NAME

AUTHORIZED SIGNATURE

Patrick Mahoney, President

TITLE

EXHIBIT B

PAYMENT SCHEDULE

(See Exhibit A)

EXHIBIT C

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Consultant shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

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

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

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

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

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

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees, volunteers and agents, using standard ISO endorsement No. CG 2010-0413. Consultant also agrees to require all contractors and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g., elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.
8. Certificate(s) are to reflect that the insurer will provide 30 (thirty) days notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.
10. Consultant agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.
11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to City.
13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
15. Consultant will renew the required coverage annually as long as City or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.
17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.

18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
22. The City's failure to comply with reporting requirements should not affect coverage required under the Agreement.
23. The consultant's insurance is primary to that of any insurance claimed by the City.

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

EXHIBIT D

WORKERS' COMPENSATION REQUIREMENTS

The Consultant is required to sign and file a statement acknowledging its obligation to secure payment of Workers' Compensation before beginning work.

ACKNOWLEDGEMENT OF WORKERS' COMPENSATION OBLIGATION

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

West Coast Arborists, Inc.

By: _____
Patrick Mahoney, President

Dated: _____

EXHIBIT E

RESOLUTION OF CONSTRUCTION CLAIMS

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

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

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

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

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

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

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

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

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



City of Carpinteria

COUNCIL AGENDA STAFF REPORT February 26, 2024

ITEM FOR COUNCIL CONSIDERATION

Commend Carpinteria Volunteer of the Year nominees for their service in 2023 and select one nominee as the Volunteer of the Year to be awarded at the Carpinteria Community Association's Community Awards Banquet.

STAFF RECOMMENDATION

1. Commend Carpinteria Volunteer of the Year nominees for their service in 2023 and select a Volunteer of the Year recipient.
2. Direct City staff to prepare a Resolution for the Volunteer of the Year awardee to be adopted at a future City Council Meeting.

Sample Motion: I move to:

1. Commend Carpinteria Volunteer of the Year nominees for their service in 2023 and select _____ as Volunteer of the Year recipient.
2. Direct City staff to prepare a Resolution for Volunteer of the Year to be adopted at a future City Council Meeting.

BACKGROUND

Each year the City of Carpinteria recognizes a Volunteer of the Year. The Volunteer of the Year Award is given to a volunteer that has made a meaningful contribution to the city with their service. Attached are a list of previous Carpinteria Volunteer of the Year award recipients.

The purpose of this agenda matter is for the Council to initiate the process for recognition of people for the subject annual commendation.

DISCUSSION

The nominations for **Volunteer of the Year** have been submitted by City staff who oversee these activities. In the past only one Volunteer of the Year has been awarded.

The nominees are as follows:

- Robin Kait, a dedicated volunteer, quietly and privately plants gardens for large families to alleviate their food costs. Her commitment extends over a decade as a Girl Scout Leader, and she currently dedicates several hours a week to the Community Garden. With enthusiasm, she engages in gardening, clearing overgrown areas, and assisting in preparing garden beds for subsequent members. Robin generously donates her time as the lead garden volunteer for the senior bed at Carp Garden. Her selfless contributions and green thumb make her an invaluable asset to our community. Robin spends an over 10 hours per week as a volunteer.
- Jack Niederpreum has been a stellar volunteer at the library for a year, consistently shelving books weekly with unwavering dedication. Beyond his regular duties, Jack goes above and beyond, assembling IKEA furniture and saving valuable staff time. He extends his generosity by volunteering with the Wednesday Lunch Bunch for homeless outreach every week, in addition to driving for HELP at least once a week. Jack's responsible and positive demeanor, coupled with his excellent communication skills, make him a standout volunteer who significantly contributes to our community. Jack volunteerism adds up to at least 12 hours per week.
- Ray Kolbe has taken it upon himself to actively beautify the Santa Monica Trail, demonstrating a profound commitment to community enhancement. When Ray embarked on this project, the trail was overgrown with invasive grasses. Over the years, he has invested hundreds of hours in removing invasives and planting native species, transforming the path into a beautiful space that also serves as a habitat for pollinator species like the monarch butterfly. Ray established a 501c3 organization and recruited volunteers to support this singular effort. Ray's dedication exemplifies his passion for creating a more vibrant and sustainable environment. Ray volunteers upwards of 50 hours to this endeavor each month.

ATTACHMENTS

A. Carpinteria Volunteer of the Year History

Staff contact: Olivia Uribe Mutal, Program Manager
805-755-4401; OliviaU@carpinteriaca.gov

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


Signature

Signature

ATTACHMENT A

Volunteer of the Year Award Winners

Year	Resolution No.	Council Date	Name
2023	6211	4/10/23	Kathy and Andy Sheaffer
2022	6103	2/28/2022	Pedro Castro Lopez
2021	6027	2/8/2021	Jaime Diamond
2020	5935	1/13/2020	Bryan Mootz
2019	5865	1/14/2019	Brad & Barbara Smith
2018	5765	1/8/2018	Dale Olivas
2017	5697	1/9/2017	Richard Weinberg
2016	5639	1/11/2016	Patty & Harry Manuras
2015	5565	1/12/2015	Lee Heller
2014	5498	1/13/2014	Donna Jordan



City of Carpinteria

COUNCIL AGENDA STAFF REPORT February 26, 2024

ITEM FOR COUNCIL CONSIDERATION

Consideration of potential priorities / tactical deliverables and measures and metrics to support City Council adopted goals for the Fiscal Year 2024-25 Annual Work Plan.

STAFF RECOMMENDATION

Receive presentation and approve potential priorities/tactical deliverables and measures and metrics to support City Council adopted goals for the Fiscal Year 2024-25 Annual Work Plan.

Sample Motion: I move to receive the presentation and approve potential priorities / tactical deliverables and measures and metrics to support City Council adopted goals for the Fiscal Year 2024-25 Annual Work Plan.

BACKGROUND

Each year, a City Council-approved Annual Work Plan (AWP) serves as the primary document to guide new or significantly modified work for City staff. This year, the City enlisted the services of Tripepi Smith to assist with a multi-day AWP development process, including the development of a final report for City Council consideration and potential adoption. The first AWP meeting was held on January 29, 2024. At this meeting, Tripepi Smith facilitated a City Council discussion and five high-level goals were approved by the City Council in concept as presented in Tripepi Smith's PowerPoint presentation¹. At the conclusion of this meeting, the following next steps were discussed:

- City staff and Tripepi Smith will meet to review the goals affirmed by the City Council and discuss programmatic responses and metrics.
- Tripepi Smith will assemble a report and summary of meeting #1 and measurement metrics.

¹ https://carpinteria.granicus.com/MetaViewer.php?view_id=2&clip_id=1382&meta_id=88176

- City Council will review and consider adoption of a final report affirming Vision, Mission, Goals, Objectives, and Metrics in February or March.

The purpose of this agenda matter is to receive a report, summary, and presentation from Tripepi Smith regarding the AWP for Fiscal Year 2024-25, and to consider adoption of the final report.

DISCUSSION

Key revisions to the AWP development process and justifications were provided in the AWP staff report on January 29, 2024².

Upon receiving the presentation from Tripepi Smith, City Council may adopt the final report with or without modifications, or may elect not to adopt the report and direct staff to return with additional information for consideration at a subsequent meeting. When a final report is adopted, City staff will utilize the approved content to create a concise and visually pleasant Annual Work Plan document, increasing transparency and utilization by ease of reference, with a focus on connecting the dots between the City Council vision, mission, goals and priorities with measurable objectives.

POLICY CONSISTENCY

Conducting the AWP meeting at a time and place where the Councilmembers, staff, and public can dedicate a significant block of time for discussion of this important work is helpful to the work plan development process. The AWP development process can be found consistent with the City's interest in promoting good governance, including efficient use of public resources and encouraging public participation.

FINANCIAL CONSIDERATIONS

The AWP is an important precursor to the drafting of the budget for the coming fiscal year, i.e., July 1, 2024 through June 30, 2025. Through the budget process, the AWP will determine what projects and programs are to be prioritized for funding.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The AWP meeting is open to the public. The agenda was posted and materials were made available in advance of the meeting through the City Clerk's office and the City website. The AWP is an opportunity to identify work that can help address legal, financial and other types of risk facing the City organization.

² https://carpinteria.granicus.com/MetaViewer.php?view_id=2&clip_id=1382&meta_id=88174

OPTIONS

1. Receive presentation and approve potential priorities/tactical deliverables and measures and metrics to support City Council adopted goals for the Fiscal Year 2024-25 Annual Work Plan (with or without modifications.)
2. Do not adopt the report and direct staff to return with additional information for consideration at a subsequent meeting

PRINCIPAL PARTIES EXPECTED AT MEETING

Tripepi Smith staff. The general public, including various interest groups.

ATTACHMENTS

Attachment A: Tripepi Smith Final Report

Staff contact: Michael Ramirez, City Manager
(805 755-4450), michaelr@carpinteriaca.gov



Signature

ATTACHMENT A

City of Carpinteria

2024 Strategic Plan & Goal Setting

Process to inform 2024-2025 Work Plan



Plan Assembled By:



Authors:

Ryder Todd Smith, Principal

Kylie Sun, Business Analyst

Completed February 2024

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Summary

Strategic planning is a common best practice for all organizations. Identifying broad goals, defining success for the organization and helping to set a direction for the team that works daily to deliver is a logical management practice. In city governments, this takes on a particularly important role where the function of the elected leaders is to set targets and priorities for the agency staff, and then to unleash the city staff to go work on hitting the goals and delivering for the community. An effective strategic planning process both informs city staff about the priorities of the city council they serve and helps councilmembers resolve their competing priorities and visions for the city they serve.

City managers find the strategic planning process to be particularly helpful as it gives them a chance to hear from all the council members in a public forum where they can engage each other in healthy debate or discovery of shared missions and visions. This process also aids the city staff leadership team as it allows them to share their expertise to help inform the elected leaders about areas of concern, potential focus areas, and strategic solutions. The robust exchange can align the city staff behind the aspirations of the city council and provide a three-to-five-year vision for their work and budget priorities.

The City of Carpinteria engaged Tripepi Smith to lead a strategic planning process for the Carpinteria City Council in January 2024. The process included interviews with the City Manager, individual interviews with each Councilmember, a facilitated City Council discussion, review of the facilitated meeting and priorities with City Staff and the assembly of this report.

The ultimate purpose of the process is not only to identify goals but to also devise methods for measuring progress toward those goals. The intent is to identify metrics and/or critical steps that can be measured in response to each goal to provide ongoing progress reports to the City Council. The measurement process aims to find a balance between the resources required for collecting metrics and the accuracy of those metrics as a reliable indicator of progress towards the City Council's established goals.

Key Concepts for Strategic Planning

There are a lot of terms used in strategic planning that can be confusing or simply unclear in terms of how an aspect of the strategic plan fits in with the other aspects. To that end, and to create a uniform understanding among all readers of this document, the following explanations are offered:

- Vision – What is Carpinteria’s overarching aspiration for the City and community? Think 30+ years out.
- Mission – What is Carpinteria focusing on now to achieve the vision?
- City Council Goals – What are the elements that we need to accomplish to deliver on the mission?

Where it concerns setting goals, the City Manager defined these elements as being the “stretch 5% of what we are going to do beyond our routine programming” for the year. Notably, many routine services will continue like permit reviews, posting council meeting minutes, drafting staff reports, overseeing the waste hauler contract and such. But the prioritization sets the direction for how the remaining staff capacity for the City will be directed and prioritized to best serve the community. While in some cases, some of the City Council identified priorities are already in motion, the general timeframe for the pursuit of these priorities within the goal areas is Fiscal Year 2024-25.

Review on Vision and Mission

As the goal setting process was starting later than usual this year and the process was not aided by an extensive outreach process that is envisioned for the next cycle, Tripepi Smith advised that City Council not consider significant amendments to the Vision and Mission of the City at this time. Our advice was to review them, ensure nothing egregious was present, and then get focused on the Goals.

Additionally, Tripepi Smith did observe that the City did not have adopted values to include as part of Vision, Mission and Values framework. With that in mind, it was noted that many of the Mission Statement elements were more values than a Mission Statement and as such, could be a great starting point for distilling down the Mission Statement while having starter Values to work with during the next strategic planning cycle.

During the facilitated discussion, the City Council offered some modest suggestions for future adjustments to the Vision and Mission Statements, but no edits were approved in the meeting, and shifting to a focus on the goals discussion was a higher priority at

that point in the discussion. They decided to move on in acknowledgement that this would be a lengthier process better suited for next year when the process would include more public participation.

Current Vision

Carpinteria is a vibrant but easy-going, family-oriented small town with an economically and ethnically diverse population, working together for the common good of all residents and visitors.

Framed by the mountains and the Pacific Ocean beaches, Carpinteria's unusually mild climate provides a beautiful setting in which to live, to work and to play. It has safe and attractive commercial, agricultural and residential areas.

It benefits from an outstanding local school system. Walkways and bike paths link centers of interest in the town. The automobile is a choice rather than a necessity. Excellent local and regional transportation connects Carpinteria to nearby cities. Opportunities for the enjoyment of recreation and the arts are widely available.

The community maintains a balance between effective growth and open space through sensitive, area-wide planning which ensures that the small town, rural identity of Carpinteria will flourish.

Current Mission

Government in Carpinteria shall be open, honest and equitable and shall encourage, to the fullest extent possible, public participation in the decision-making process

Government shall make judicious use of the City's limited resources to promote the highest possible quality of life for all of Carpinteria's residents. This includes providing services consistent with community needs as well as protecting the social and physical environment.

Government shall strive to enhance the City's economic base in a manner that is consistent with the needs and preferences of the community. The city budget shall reflect the goals and priorities of the majority of the City residents and shall be managed in a professional and business-like manner.

The diversity of the community shall be recognized, and City government shall serve the interest of all residents, maintaining an atmosphere in which the residents feel the City has their best interests at heart at all times.

The long-range vision and course of action for Carpinteria's future shall continue to be articulated and implemented through an ongoing process of community-wide consensus building.

City Council Goals

After meeting with each City councilmember individually, Tripepi Smith identified consolidated concerns and priorities and presented five primary goals at a special meeting held on January 29, 2024. The high-level goals were approved by the City Council in concept as presented in Tripepi Smith's PowerPoint presentation (Exhibit B), and City Councilmembers offered language adjustment and additional priorities that fell within these categories. Tripepi Smith relied on this approval to assemble this report, and it is anticipated that the City Council, when adopting the report, will be more formally adopting the goals and priorities noted within those goals.

Members of the public were invited to attend and speak at the strategic planning workshop. There were several speakers who noted their suggestions for programming or facilities that the City Council should take action on. Those items were added in real time to the presentation by Tripepi Smith and were denoted during the presentation. Additionally, written public comment was provided by the public prior to the meeting and that information was also included in the presentation of public feedback.

Following the facilitated meeting, City Staff met to discuss department-level objectives to advance City Council goals, and measure and metrics to track progress and enhance transparency. Moreover, City staff discussed additional challenges and opportunities related to the high-level goals established by City Council goals, and suggested additional policy areas for consideration. This report outlines the five primary goals identified by City Council, along with potential priorities/tactical steps and metrics for each:

1. Primary Goal #1 – Enhance Public Outreach Education and Transparency
2. Primary Goal #2 – Accommodate City Growth while Maintaining a Small Beachside Town Personality
3. Primary Goal #3 – Take Steps to Address the Fiscal Sustainability of the City
4. Primary Goal #4 – Strengthen Community Institution Collaboration
5. Primary Goal #5 – Invest in High-Performance Team at City Hall

Capital Improvement Projects

During the facilitated discussion, City Staff noted that there would be an upcoming study session with the City Council to address the Capital Improvement Program (CIP). CIP projects cover multiyear large design and construction efforts such as roadways, bridges, stormwater systems and more. The City Council had identified in their one-on-one interviews certain priorities related to pickleball courts and dog parks among other community amenities. Consideration of these items was separated from the goal setting process as those were to be prioritized in a different venue. As such, you won't see them denoted in this document.

City Council Goals

Primary Goal #1 – Enhance Public Outreach, Education and Transparency

The City Council is concerned that its current outreach and education efforts are not reaching the harder-to-reach communities in the City. Council would like hear from more voices in the community to ensure that policy decisions are benefiting a broader swath of residents. By enhancing public outreach efforts and ensuring transparency in decision-making processes, the City Council aims to foster a more informed community, encourage civic participation and create a more collaborative relationship between the City and the residents of Carpinteria.

Potential Priorities/Tactical Deliverables:

- Improve relations with non-profits and organizations that are strongly connected to the Latino community.
 - Examples of non-profits: Las Promotoras, Carp Children's Project, Food Bank, Churches, People's Self-Help Housing.
 - Examples of organizations: Latino business owners in the community.
 - Hold quarterly meetings with a select number of non-profits and organizations, document the meetings and identify priority alignment among the groups and the City.
 - Actively participate in two non-profit events per year.
- Speak to the community on budget, economics and tradeoffs.
 - Execute three community workshops to inform two-year Annual Work Plan:
 - In-Person English workshop
 - In-Person Spanish workshop
 - Virtual workshop
 - Upgrade records management platform.
 - Develop a budget at a glance.
- Continue investments in Spanish language resources.
 - Leverage upgraded GATV equipment to provide Spanish closed-captions for City broadcasted meetings.
 - Explore opportunities for collection of Spanish translation usage data and consider alternatives and/or additions to City's investment in Latino community engagement.
- Formalize the appointment process to commissions and committees.

- Assess current communication tools and methodologies.
 - Develop, implement and adopt an administrative social media policy.
 - Execute an RFP for a third-party to evaluate City communication processes and platforms and devise an expanded community education strategy.
- Track and report on engagement efforts.
 - Implement a community satisfaction survey every two years.
 - Complete the survey and deliver results to the community.
- Evaluate investing in an ongoing polling tool.
- Create capacity to take on outreach and engagement goals.
 - Hire a communications professional and/or add new or expand existing contract staff.
 - Reduce the amount of work items and reallocate resources to other areas.

Primary Goal #2 – Accommodate City Growth while Maintaining a Small Beachside Town Personality

The City Council recognizes the challenge of managing urban growth and complying with state housing mandates while preserving the unique charm and character of Carpinteria as a small beachside town. The City Council desires to develop strategies and policies that allow for responsible growth, address the need for economic development while preserving the community's identity.

Potential Priorities/Tactical Deliverables:

- Prioritize affordable housing.
 - Explore options for the development of affordable housing.
 - Present options for affordable housing to City Council.
- Complete the implementation of zoning to implement an adopted Housing Element.
 - Advance implementation of the Housing Element.
 - Adopt re-zones needed to meet Regional Housing Needs Assessment (RHNA) shortfall.
 - Pursue density bonus ordinance update.
 - Implement SB9 lot split ordinance.
 - Update zone code to comply with homelessness housing mandates.
- Define what smart implementation is and how to balance competing objectives.
- Navigate through the two major hotel development projects.
- Address County development visions impacting the City's sphere of influence.
 - Engage in and monitor action related to the Bailard Redtail project.

- Participate in County Housing Element Implementation.
 - Explore Local Agency Formation Commission (LAFCO) Memorandum of Agreement (MOA) program.
- Prioritize environmental sustainability and preservation in the context of the small town and the City's niche tourism activity (Asset-Based Economic Development)
 - Develop trail maps.
 - Activate downtown core.
 - Default to reject franchise experiences.
- Implement an Anti-Displacement Legislation Package to preserve and improve rental housing inventory housing inventory and neighborhood quality of life.
 - Adopt no-fault tenant eviction protections.
 - Update Short Term Rental (STR) ordinance (i.e., enforcement/penalties.)
 - Update the City's inclusionary housing ordinance.
- General Plan Update
 - Release public draft for review Summer 2024.
 - June 30th public plan available for review.
 - Host two workshop events about the General Plan Update.
 - EIR prep on General Plan Update.
 - Initiate hearing with GPAC and Planning Commission.
- Downtown Design Overlay
 - Share admin draft with Development and Design Review Commission.
 - Deliver a public draft for review.
 - Execute hearings with Development and Design Review Board, ARB, Planning Commission and City Council.

Primary Goal #3 – Take Steps to Address the Fiscal Sustainability of the City

Members of the City Council expressed a desire to address the fiscal sustainability of the City and to ensure sufficient funds are available to meet state mandates, maintain existing services and deliver new services for the community. The City Council would like to explore strategies for revenue enhancement, cost management, and long-term financial planning.

Potential Priorities/Tactical Deliverables:

- Pursue steps to address subsidies of special districts like lighting and landscape districts.

- Execute a study session on the fiscal state of each assessment district in the City.
- For districts that are operating in the negative, identify structural changes to make the districts fiscally stable and sustainable.
- Address the City's fee schedule to modernize the structure fees.
 - Develop a draft cost recovery policy for Council consideration.
 - Conduct market rate study for PRCS and return to City Council for consideration of PRCS potential market rate adjustments.
 - Update policies for sports field usage.
- Revisit the structure of the business license fee.
 - Present tax rate change structure options to the City Council.
 - Consider policy changes to deploy the new tax rate.
 - Implement the new tax rate.
- Evaluate new revenue sources to assist with funding local initiatives.
 - Present options to the City Council for how to raise additional revenues.
 - Explore options for increased grant funding efforts.
 - Devise guidelines on grant funding initiatives and criteria to greenlight pursuit.
 - Create a sponsorship and donations policy.

Primary Goal #4 – Strengthen Community Institution Collaboration

City Council would like to strengthen collaboration among various community institutions, including the local school district (CUSD), non-profit organizations and other agencies within the County. The hope is that the strengthened collaboration would lead to shared resources and alignment on community-focused priorities.

Potential Priorities/Tactical Deliverables:

- Revisit Joint Use Agreement with CUSD.
 - Meet regularly with School District board.
 - Identify changes in the community's needs or priorities since the agreement was last updated.
 - Develop a long-term vision for the Joint Use Agreement that aligns with the goals of both the City and the School District.
- Revisit relationships with non-profit organizations.
 - Evaluate existing formal and informal relationships with non-profits.
 - Seek stronger collaboration on community challenges.

- Prioritize collaboration with other agencies and institutions within the County to address the following:
 - Community Broadband
 - Stormwater Master Plan
 - Utility Underground Plan
 - Downtown Parking Management Plan
 - Railroad crossing improvements.
 - Restart monthly IDAG meetings (Interdepartmental Advisory Group)
- Pursue cross-program collaboration and new program implementation.
 - Implement a program at the library that could work with high school students helping with the literacy program.
 - Implement new senior services.
 - Identify and implement opportunities for youth engagement.
 - Youth Civic Leadership Program or Youth Council.
 - Implement Harbor Seals Advisory Committee recommendations.
- Develop regional sediment management plan and messaging.
 - Identify key stakeholders on effort and being plan development process.
 - Set a timeline for completion.

Primary Goal #5 – Invest in a High-Performance Team at City Hall

The City Council recognizes the pivotal role of the City Staff team. To continue its efforts in supporting the team at City Hall, councilmembers expressed an interest in investing further in professional development, training and creating a positive work environment to empower and support city employees. By nurturing a skilled and motivated team, Carpinteria aims to retain employees long-term and increase the efficiency of city operations.

Potential Priorities/Tactical Deliverables:

- Successfully transition in a new senior leadership team.
 - Fill critical leadership positions that have been vacated by long-term city staff.
 - Observe those new hires having success in their new roles.
- Invest in staff learning through conferences and other learning tools.
 - City Departments to develop training priorities and plans to meet the skills needs for their operations and present funding requests to the City Council as part of the annual budget.
 - City Council to consider funding training as part of the budget process.

- Build a high-performance culture that both yields efficient results and increases staff retention.
 - Enhance all-hands meetings at City Hall.
 - Continue to invest in team gathering events.
 - Formalize cultural values and discuss how to reflect them in actions and time allocation.
 - Deploy an employee engagement survey and seek 100% participation.
- Inject a customer service element into City Staff collaboration with stakeholders.
 - Develop educational materials to help guide residents through the permitting process with community development.
 - Partner with the newly forming Carpinteria advocacy group to support permit and city licensing guidance and mentorship.
 - (City manager to) present staffing plan options for adding additional staff in customer or resident-facing positions.
- Sustain City Council's strong reputation for making Carpinteria a stable place to work and build community.
 - Continue to formally recognize the council-manager form of government.
 - Consider adoption of policies that focus on citywide data and avoid district-focused data set.
- Add software tools to increase staff capability and productivity.
 - Implement an online permitting platform for Community Development Department.
 - Implement an online reservation process for rentals (PRCS).

Secondary Priorities

City Council and members of the public identified other priorities that did not appear to have majority support for being a priority. As the saying goes, “when everything is a priority, nothing is a priority.” These items, while areas of concern, were not identified as being priorities to tackle in the next fiscal year. However, if time and financial resources allow, they may be considered:

- Prioritize code enforcement along beaches, bluffs.
- Address crosswalks on Carpinteria Ave and additional investments.
- Review public safety costs and strategies for addressing public safety in a cost-effective manner such as identifying alternative or supplemental service solutions.
- Maintain economic vitality of overall community.
- Identify third party through RFP and/or community services support grant program to fund non-City staff to support resident academy (consider next fiscal year).
- Host two culturally appropriate City involved events.
- Address Picasso type housing contracts.
- Address vacant parcel tax.

Exhibit A – January 29, 2024 Staff Report



City of Carpinteria

COUNCIL AGENDA STAFF REPORT January 29, 2024

ITEM FOR COUNCIL CONSIDERATION

Presentation of the revised Annual Work Plan process and status report for the 2023 Annual Work Plan, and to develop and review for approval City Council goals and priorities for the Fiscal Year 2024-25 Annual Work Plan.

STAFF RECOMMENDATION

Receive presentation and approve goals and priorities for the Fiscal Year 2024-25 Annual Work Plan.

Sample Motion: I move to receive the presentation and approve the goals and priorities for the fiscal year 2024-25 Annual Work Plan.

BACKGROUND

Each year, a City Council-approved Annual Work Plan serves as the primary document to guide new or significantly modified work for City staff. For the past several years, the City Council, City Manager, and City Department Heads have met in late January to discuss strategic issues and to review the Annual Work Plan for modifications and/or approval. A draft Annual Work Plan was published in advance of these meetings for City Council and public review, and a questionnaire was distributed to each Council member to stimulate strategic thinking during the workshop-like meeting. The public was invited to attend the meeting and encouraged to provide public comment for Council consideration.

On December 11, 2023, City Council approved the Annual Work Plan special meeting date and time of January 29, 2024, at 5:30PM. The date and time were set based on strong public participation in 2023 when scheduling conflicts serendipitously led to the traditional Saturday meeting date being moved to a Monday at 4:00PM. This year, the meeting start time was moved to 5:30PM for consistency with Council meeting start times and to increase the opportunity for participation for those who may have conflicting work schedules earlier in the day. As part of the staff report, City Manager Michael Ramirez introduced a revised multi-day Annual Work Plan development

process for 2024¹. Details regarding the revised process are highlighted in the discussion section below.

The purpose of this agenda matter is to:

1. Provide information on the revised Annual Work Plan development process.
2. Provide a status report for the 2023 Annual Work Plan.
3. Develop, and review for approval, City Council goals and priorities for the Fiscal Year 2024-25 Annual Work Plan.

DISCUSSION

Key revisions to the Annual Work Plan development process with justification:

- Changed from a calendar year Annual Work Plan to fiscal year Annual Work Plan.
 - This will help to better align work plan objectives with budgetary resources.
- City Council will not engage in prioritization of individual work plan items, rather the City Council's primary role will be to establish high-level goals and priorities for the upcoming fiscal year.
 - This allows City staff to select individual work plan items based on their strategic alignment with City Council goals and priorities, as well as other important criteria such as funding availability, staffing resources, and regulatory compliance.
- City work plan items will henceforth be referred to as "objectives."
 - To emphasize their direct relationship to City Council goals and priorities, as well as their need to be measurable. The City Manager will be responsible for establishing measures and metrics to track progress, and for ensuring regular reporting to City Council.
- Annual Work Plan development has been changed from a single-meeting to a multi-meeting process, with the total number of meetings to be determined by the length of time required to approve City Council goals and priorities, and subsequently, staff-established objectives.
 - A multi-meeting process will allow goals and priorities to be set prior to establishing fiscal year objectives. In the future, a multi-meeting process will better support increased public outreach.

¹ carpinteria.granicus.com/GeneratedAgendaViewer.php?view_id=2&clip_id=1356

As part of this new process, the City has retained the services of Tripepi Smith to facilitate the initial meeting. Tripepi Smith is a team of more than 50 communications experts, providing marketing, technology, and public affairs consulting. Tripepi Smith currently works with over 100 city governments and public agencies, and has experience facilitating comprehensive goal setting processes, specifically with Council-manager forms of government like the City of Carpinteria.

Prior to today's initial work plan meeting, Tripepi Smith held a kick-off meeting with the City Manager to discuss meeting form and deliverables. Following the kick-off meeting, Tripepi Smith created and distributed questions for City Council members to consider prior to participating in one-on-one interviews with Tripepi Smith.

Tripepi Smith's remaining scope of work includes:

- Facilitation of today's initial work plan meeting to lead the Council in development of goals and priorities for fiscal year 2024-25.
- Conduct a work session with City management staff to review the goals and priorities of the Council, and to assist staff in development of tactical steps and key metrics to deliver on City Council goals.
- Provide a finalized report and virtual presentation to the City Council. The report will summarize City Council goals and priorities, affirm the City mission and vision statement, list staff-developed objectives, and identify key metrics to use in measuring progress on City Council goals.

Upon approval of the report, the City will utilize the content to create a concise and visually pleasant Annual Work Plan document, increasing transparency and utilization by ease of reference, with a focus on connecting the dots between the City Council vision, mission, goals and priorities with measurable objectives. For subsequent Annual Work Plans, the City plans to conduct a more robust public outreach campaign to reach all city demographics and encourage greater public participation.

POLICY CONSISTENCY

Conducting the Annual Work Plan meeting at a time and place where the Councilmembers, staff, and public can dedicate a significant block of time for discussion of this important work is helpful to the work plan development process. This special meeting can be found consistent with the City's interest in promoting good governance, including efficient use of public resources and encouraging public participation.

FINANCIAL CONSIDERATIONS

The Annual Work Plan is an important precursor to the drafting of the budget for the coming fiscal year, i.e., July 1, 2024 through June 30, 2025. Through the budget process, the Annual Work Plan will determine what projects and programs are to be prioritized for funding.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The Annual Work Plan meeting is a special meeting of the City Council pursuant to Carpinteria Municipal Code 2.04.020. The meeting is open to the public. Posting of the agenda and making the agenda materials available in advance of the meeting through the City Clerk's office and the City web site. The Annual Work Plan is an opportunity to identify work that can help address legal, financial and other types of risk facing the organization.

OPTIONS

1. Receive presentation and approve goals and priorities for the Fiscal Year 2024-25 Annual Work Plan.
2. Receive presentation and extend the development and approval of goals and priorities for the Fiscal Year 2024-25 Annual Work Plan to a subsequent meeting.
3. If approved, the Council may select a subsequent meeting date to receive a virtual presentation by Tripepi Smith, including a list of staff-developed objectives (it was previously suggested to set a special meeting on February 19; however, that day is a City holiday.)

PRINCIPAL PARTIES EXPECTED AT MEETING

The general public, including various interest groups.

ATTACHMENTS

Attachment A: City Presentation Slides

Attachment B: Tripepi Smith Presentation Slides

Staff contact: Michael Ramirez, City Manager
(805 755-4450), michaelr@carpinteriaca.gov



Signature

Exhibit B – January 29, 2024 Tripepi Smith PowerPoint Deck



Strategic Planning Workshop

City Council Meeting
January 29, 2024



TRIPEPI SMITH
marketing • technology • public affairs

January 2024

Objectives for Today

- 
1. Review background
 2. Review consolidated concerns
 3. Discuss correlated strategic planning goals

Background

1. Kick-off meeting with the City Manager
2. Questions prior to council member interviews
3. One-on-one interviews with each Council member

Defining Terms

- **Vision** – What is Carpinteria’s overarching aspiration for the City and community? Think 30+ years out.
- **Mission** – What is Carpinteria focusing on now to achieve the vision?
- **Goals** – What are definable elements that we need to accomplish to deliver on the mission in the next year or we can show progress on during the next year?

Mission and Vision

Vision

Carpinteria is a vibrant but easy going, family oriented small town with an economically and ethnically diverse population, working together for the common good of all residents and visitors.

Framed by the mountains and the Pacific Ocean beaches, Carpinteria's unusually mild climate provides a beautiful setting in which to live, to work and to play.

It has safe and attractive commercial, agricultural and residential areas. It benefits from an outstanding local school system. Walkways and bike paths link centers of interest in the town. The automobile is a choice rather than a necessity. Excellent local and regional transportation connects Carpinteria to nearby cities. Opportunities for the enjoyment of recreation and the arts are widely available.

The community maintains a balance between effective growth and open space through sensitive, area-wide planning which ensures that the small town, rural identity of Carpinteria will flourish.

Mission

Government in Carpinteria shall be open, honest and equitable and shall encourage, to the fullest extent possible, public participation in the decision-making process

Government shall make judicious use of the City's limited resources to promote the highest possible quality of life for all of Carpinteria's residents. This includes providing services consistent with community needs as well as protecting the social and physical environment.

Government shall strive to enhance the City's economic base in a manner that is consistent with the needs and preferences of the community. The city budget shall reflect the goals and priorities of the majority of the City residents and shall be managed in a professional and business-like manner.

The diversity of the community shall be recognized, and City government shall serve the interest of all residents, maintaining an atmosphere in which the residents feel the City has their best interests at heart at all times.

The long-range vision and course of action for Carpinteria's future shall continue to be articulated and implemented through an ongoing process of community-wide consensus building.

Values

?

 TRIPEPI SMITH
marketing • technology • public affairs

Consolidated Concerns

Consolidated Concerns

- 
- A segment of Carpinteria population is hard to reach or disconnected
 - There is a thin strata of people who are engaged with the City's activities and then a large portion who are unaware, indifferent or simply don't have time. City Council wants to hear from more voices or ensure policies are benefiting from the voices of a broader swath of residents
 - City is struggling to accommodate growth while maintaining a quieter beachside town personality
 - There are hotel projects on the horizon that will affect open space and a downtown area

Consolidated Concerns

- 
- Short term rentals are absorbing the housing stock, driving up pricing and disrupting quality of life in some neighborhoods, even with restrictions in place
 - The Joint Use Agreement with the School District has not been touched in a while and there are opportunities for better collaboration.
 - The City's fiscal position is weakening with increasing costs and flattening revenues
 - City staff turnover and competitive pressures are making fielding a team harder to manage and support

Secondary Concerns

- Regional sediment management during extreme weather events
- Pedestrian safety on Carpinteria Ave
- Code enforcement – dogs off leash, parking, e-bikes tearing up trails, e-bike speeds
- Ease of obtaining business permits
- Concerns with financial sustainability given the rising costs of public safety
- Demand for dog parks, but not near neighborhoods
- Demand for pickleball courts
- Road and sidewalk maintenance
- Water Supply Issues
- Culture of customer service in the Development department
- Grant writing capabilities and pursuits
- Senior Citizen facility

Goals for Discussion

Primary Goal #1

Enhance public outreach, education and transparency

- Objective to hear from more voices and ensure policies are benefiting from the voices of a broader swath of residents
- Improve relations with non-profits that are strongly connected to the Latino community
- Speak to community on budget, economics and tradeoffs
- Continue investments in Spanish language resources
- Formalize appointment process to commissions and committees; Assess current communication tools and methodologies; Track and report on engagement efforts; Evaluate investing in an ongoing polling tool

Primary Goal #2

Accommodate City growth while maintaining a quieter beachside town personality

- Complete the implementation of zoning to implement adopted Housing Element
- Define what smart implementation is and how to balance competing objectives
- Navigate through the two major hotel development projects
- Address County development visions impacting City's sphere of influence
- Prioritize environmental sustainability and preservation in the context of the small town and the City's niche tourism activity
- Address STR enforcement issues to improve housing inventory and neighborhood quality of life

Primary Goal #3

Take Steps to Address the Fiscal Sustainability of the City

- Pursue steps to address subsidies of special districts like lighting and landscape districts
- Address the City's fee schedule to modernize the structure fees
- Revisit the structure of the business license fees
- Evaluate new revenue sources to assist with funding local initiatives
- Review development impact fees

Primary Goal #4

Strengthen Community Institution Collaboration

- Revisit Joint Use Agreement with the School District
 - Meet regularly with School District board
 - Implement Youth Civic Leadership Program or Youth Council
 - Identify changes in the community's needs or priorities since the agreement was last updated
 - Develop a long-term vision for the Joint Use Agreement that aligns with the goals of both the city and the school district
- Revisit relationship with non-profit organizations
- Prioritize collaboration with other agencies

Primary Goal #5

Invest in a High-Performance Team at City Hall

- Successfully transition in a new executive leader
- Invest in staff learning through conferences and other learning tools
- Build a high-performance culture that both yields efficient results and increases staff retention
- Inject a customer services element into City Staff collaboration with stakeholders
- Sustain City Council's strong reputation for making Carpinteria a stable place to work and build community

Other Goals

- *Develop regional sediment management plan and messaging*
- *Prioritize code enforcement along beaches, bluffs*
- *Address crosswalks on Carpinteria Ave and additional investments*
- *Improve process for obtaining building permits*
- *Review public safety costs and strategies for addressing public safety in a cost-effective manner such as identifying alternative or supplemental service solutions*
- *Increased economic vitality of overall community*

Pre-Meeting Submitted Items from Public

- *Initiate programs to protect the Harbor Seals*
- *Acquisition of building for senior services (Rite Aid building)*
- *4 permanent Pickleball courts*
- *Funding a park ranger position*

Meeting Public Comment Asks - Page 1

- *Harbor Seal Rookery protection - more aggressive protection via a Park Ranger and issue citations*
- *Carpinteria Valley Association Suggestions:*
 - *Need a multi-year plan for low-income housing*
 - *City take an advocacy role on issues that affect the bigger region*
 - *Recognize staff and budget for rookery needs*
 - *Make council, ARB and planning commission meetings shorter and more efficient with reduced staff review of agenda items and focus on Q&A*
- *Pickleball Club - we desire 4 or more pickleball courts. Property near Lagunitas is a good site for Pickleball*

Meeting Public Comment Asks - Page 2

- *Library and Friends of the the Library - Fund a couple additional staff people at library to support literacy programs.*
- *Library needs additional staff support, more space for programming, add Sunday hours and additional suggestions.*
- *Use Library to address draft Goal 1 that is outlined in the PPT deck*
- *Additional comments about the need for active planning to fund low-income housing.*
- *The General Plan needs to be updated and this should be prioritized.*
- *Budget document that easy for the average person to read, and is a resources for the average member of the public.*
- *Keep making progress on road maintenance*

Meeting Public Comment Asks - Page 3

- *Please keep supporting senior services and expanding support*
- *Revise and approve General Plan*
- *Request for expanded outreach with more articles and information, and great recognition of the mission for the city*
- *Develop a code of ethics with expectations for timely response to resident inquiries*
- *Chart a pathway to building up reserves to then fund low-income housing*
- *Better engage and hire Carp High School students to intern and engage with city government*
- *Reminder that library was key asset with the passage of Measure X and City should continue to fund the library sufficiently to help it fulfill its mission.*

Discussion

Strategic Planning Goals Discussion

Any additions/amendments to the strategic planning goals?

Primary Goals

1. Enhance public outreach, education and transparency
2. Accommodate City growth while maintaining a quieter beachside town personality
3. Take steps to address the fiscal sustainability of the City
4. Strengthen community institution collaboration
5. Invest in a high-performance team at City Hall

Other Goals

1. Develop regional sediment management plan and messaging
2. Prioritize code enforcement along beaches, bluffs
3. Address crosswalks on Carpinteria Ave and additional investments
4. Improve process for obtaining building permits
5. Review public safety costs and strategize for addressing service delivery

Next Steps

- City Staff and Tripepi Smith will meet to review the goals affirmed by the City Council and discuss programmatic responses and metrics
- Tripepi Smith will assemble a report and summary on today's meeting and measurement metrics
- City Council will review and consider adoption of a final report affirming Vision, Mission, Goals, Objectives and Metrics in February or March