

City of Carpinteria
City Council Regular Meeting Agenda
Monday, May 13, 2024

Council Chamber, 5775 Carpinteria Avenue, Carpinteria, CA 93013

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

AMENDED AGENDA – ADDED CLOSED SESSION (ITEM NO. 1)

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

PUBLIC COMMENT ON CLOSED SESSION MATTERS

CLOSED SESSION

1. CLOSED SESSION: CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code section 54956.8

Property: 801 Linden Avenue, Carpinteria CA 93013

Agency negotiator: City Manager Michael Ramirez

(If circumstances necessitate the absence of a specified negotiator, an agent or designee may participate in place of the absent negotiator so long as the name of the agent or designee is announced at an open session held prior to the closed session.)

Negotiating parties: None

Under negotiation: Price and Terms of Payment

TEMPORARY ADJOURNMENT TO CLOSED SESSION

CALL TO ORDER

ROLL CALL

CLOSED SESSION REPORT

PLEDGE OF ALLEGIANCE

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

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

AGENDA MODIFICATIONS: The City Council may modify the regular agenda by tabling items, adding urgency items to the agenda, or changing the order in which items are considered. Changes to the Consent Calendar are considered at the time the Consent Calendar is considered.

INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS:

2. Proclamation proclaiming May as Asian American & Pacific Islander Heritage Month in the City of Carpinteria. *(Requires approval prior to presentation of proclamation.)*
3. Proclamation Designating May 2024 as Community Action Month and on the Occasion of CommUnify's 57th Anniversary. *(Requires approval prior to presentation of proclamation.)*
4. Proclamation Designating May 19 through 25, 2024, as National Public Works Week in the City of Carpinteria. *(Requires approval prior to the presentation of proclamation.)*

5. New Employee Introduction: Ryan Kintz, Assistant City Manager; Kalyn Pina, Aquatics Coordinator; Jena Jenkins, Senior Services Coordinator; and Amy Stanfield, Recreation Leader.

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

RECONVENE THE REGULAR MEETING OF THE CITY COUNCIL

PUBLIC INFORMATION REPORTS AND ANNOUNCEMENTS

This may include updates on law enforcement activity within the City from a Sheriff's Office representative.

CITY MANAGER'S REPORT

The City Manager will report to the City Council regarding various City and/or community events and/or matters of interest. There will be no City Council discussion except to ask questions or refer matters to staff; and no action will be taken unless listed on a subsequent agenda 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.

6. Approve the minutes of the regular meeting held April 22, 2024 and the special meeting held April 26, 2024.
7. Receive and file the Expenditures for the period beginning April 15, 2024 and ending May 3, 2024.
8. Approve additional appropriations through the Community Services Support Grant program (CSSG) for the current fiscal year (FY) 2023-2024 totaling \$19,000. *(This motion requires a roll call vote.)*

ADMINISTRATIVE MATTERS:

9. Rental of Street Sweeping Equipment.

Recommendation: (1) Authorize the City Manager to execute a rental agreement with Haaker Equipment Company for street sweeping equipment in an amount not to exceed \$70,700; (2) Appropriate \$70,700 for rental of street sweeping equipment and maintenance; and (3) Appropriate \$8,000 for maintenance of street sweeping equipment. *(This motion requires a roll call vote.)*

Staff Presenter: Stephon Downes, Management Analyst I

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

10. Approval of the Agreement between the City of Carpinteria and Two Trumpets Communications for Public Outreach Services and Communications Support.

Recommendation: Approve the Agreement between the City of Carpinteria and Two Trumpets Communications for Public Outreach Services and Communications Support. *(This motion requires a roll call vote.)*

Staff Presenter: Olivia Uribe Mutal, Program Manager

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

11. Authorization to Renew an Agreement for Rental Housing Mediation Program services between the City of Carpinteria and the City of Santa Barbara for the period from July 1, 2024 to June 30, 2027, for a flat fee of \$78,813 for the three-year term of this agreement.

Recommendation: Authorize the City Manager to execute an agreement for Rental Housing Mediation Program services for the period from July 1, 2024 to June 30, 2027, for a flat fee of \$78,813 for the three-year term of the agreement. *(This motion requires a roll call vote.)*

Staff Presenter: Nick Bobroff, Community Development Director

- a. Staff Report
 - b. Public Comment
 - c. City Council Determination
12. Receive and file letter of resignation of District 3 Councilmember Roy Lee and determine Process for Filling City Council Vacancy.

Recommendation: Council to receive and file letter of resignation of District 3 Councilmember Roy Lee and provide direction to staff with respect to this seat. Per the attached letter of resignation, the effective date of Councilmember Roy Lee's resignation is December 9, 2024. The Council may fill the seat either by appointment or a special election that would be consolidated with the General Municipal Election on November 5, 2024. If the Council chooses to fill the seat by appointment, the matter will be brought back at a future undetermined date; if it chooses special election, staff will include the District 3 seat to the list of candidate seats to be consolidated with the General Municipal and Statewide Elections that are to occur on November 5, 2024. Staff expects to bring these resolutions back for Council consideration at its next meeting.

Staff Presenter: Brian C. Barrett, City Clerk

- 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:

13. Ordinance No. 782, an Ordinance of the City Council, of the City of Carpinteria, California, amending Chapter 2.37 of the Carpinteria Municipal Code to modify the composition of the Carpinteria Community Library Advisory Commission and align reporting requirements with State law.

Recommendation: Approve Ordinance No. 782, as read by title only (first reading). *(This motion requires reading of ordinance title and a roll call vote.)*

Staff Presenter: Jody Thomas, City Librarian

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

14. 2024 Community Promotions and Communications Program Report.

Recommendation: Receive and file the 2024 Community Promotions and Communications Program Report.

Staff Presenter: Olivia Uribe Mutal, Program 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 Review Committee (Clark & Nomura/ Alt. Lee)
- l. 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 May 28, 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 Thursday, May 9, 2024, in the City Clerk's Office, on the City Hall Public Notices Board, and on the Internet.



**A PROCLAMATION OF THE CITY COUNCIL
OF THE CITY OF CARPINTERIA
PROCLAIMING MAY AS ASIAN AMERICAN &
PACIFIC ISLANDER HERITAGE MONTH
IN THE CITY OF CARPINTERIA**

WHEREAS, Asian American and Pacific Islander Heritage Month is a time to recognize the significant contributions of Asian Americans and Pacific Islanders (AAPI) who serve as leaders in business, government, law, education, science, athletics, the arts, and many other fields, and to bring awareness to the violence and hatred that this community has had to endure, and continues to endure; and

WHEREAS, in 1978, a joint congressional resolution established Asian/Pacific American Heritage Week to celebrate two historical milestones in Asian/Pacific American history: the arrival of the first Japanese immigrants to the United States, which occurred on May 7, 1843, and the significant contributions of Chinese workers in the building of the transcontinental railroad that was completed on May 10, 1869; and

WHEREAS, generations of brave women and men made the dangerous voyage across the Pacific Ocean to seek better lives and opportunities for their families and children, and in the process have contributed greatly to the economic prosperity and cultural legacy of communities throughout California and the United States; and

WHEREAS, according to the U.S. Census Bureau, the AAPI community is 6.4% of Santa Barbara County's population; and

WHEREAS, Carpinteria's history is intertwined with Asian American families who contributed to the early growth and success of agriculture in the Carpinteria Valley, and who were some of the founders of the Carpinteria community that helped with the establishment and success of the City of Carpinteria.

NOW, THEREFORE, the City Council of the City of Carpinteria hereby declares the month of May as Asian American & Pacific Islander Heritage Month in the City of Carpinteria and calls on all residents of the City to join in and bring awareness of the issues affecting the AAPI community and celebrate the many contributions of AAPI community members.

IN WITNESS THEREOF, the Mayor hereunto set their hand and caused the official seal of the City of Carpinteria, California, to be affixed this 13th day of May, 2024.

Al Clark, Mayor
City of Carpinteria

ATTEST:

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





**A PROCLAMATION OF
THE CARPINTERIA CITY COUNCIL
DESIGNATING MAY 2024 AS COMMUNITY
ACTION MONTH AND ON THE OCCASION
OF COMMUNIFY'S 57TH ANNIVERSARY**

WHEREAS, CommUnify, is part of the nationwide **Community Action Network** which has made important contributions to individuals and families across the United States by creating economic opportunities and strengthening communities; and

WHEREAS, CommUnify was incorporated in May 1967 as a private nonprofit organization devoted to creating opportunities for families to achieve economic stability as an essential aspect of enabling and enhancing a stronger and more resilient Santa Barbara County; and

WHEREAS, since its inception, **CommUnify** has provided vital services for the most vulnerable members of our community, expanded its programs, and added locations throughout Santa Barbara County to make assistance available to all of our neighbors who might need it; and

WHEREAS, CommUnify serves thousands of low-income residents of all ages, offers prenatal services for pregnant women; high-quality childcare, preschool programs, and medical, dental, and health screenings for children through age 5; parenting education workshops; mentoring and tutoring programs for teens; job-training programs; home energy programs to reduce utility expenses; weatherization services; and programs to keep our seniors safe in their homes; and

WHEREAS, CommUnify has improved countless lives and continues to work toward ending poverty in Carpinteria and the rest of Santa Barbara County.

NOW, THEREFORE, the City Council of the City of Carpinteria hereby declares the month of May 2024 as Community Action Month and congratulates **CommUnify** on its milestone 57th anniversary, and thanks its directors, board, staff, and volunteers for their much-appreciated contributions to the Santa Barbara County community.

IN WITNESS THEREOF, the Mayor hereunto set their hand and caused the official seal of the City of Carpinteria, California, to be affixed this 13th day of May, 2024.

Al Clark, Mayor
City of Carpinteria

ATTEST:

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





City of Carpinteria

COUNCIL AGENDA STAFF REPORT May 13, 2024

ITEM FOR COUNCIL CONSIDERATION

Proclamation designating National Public Works Week.

STAFF RECOMMENDATION

Approve the Proclamation designating May 19 through 25, 2024, as National Public Works Week.

Sample Motion: I move to approve the Proclamation designating May 19 through 25, 2024, as National Public Works Week.

BACKGROUND

National Public Works Week is an annual observance to celebrate the tens of thousands of individuals who work on public works, including infrastructure, facilities, and services that are vital to sustainable and resilient communities, and support health, safety, and quality of life all across North America. This work would not be possible without the commitment, dedication, and expertise of the public works personnel employed at all levels of government and the private sector, to plan, design, construct, operate, and maintain the nation's transportation infrastructure (e.g. streets, highways, bridges, railroads, transit systems, pipelines, canals, ports, and airports), public facilities (e.g. government buildings, schools, and hospitals), public spaces (e.g. squares, parks, and beaches), public services (e.g. water treatment and distribution, wastewater collection and treatment, solid waste collection, street sweeping, and utilities), public resources and conservation (e.g. energy, groundwater, and recycled water), and fleet and equipment (e.g. law enforcement vehicles, fire apparatus, and government vehicles and equipment).

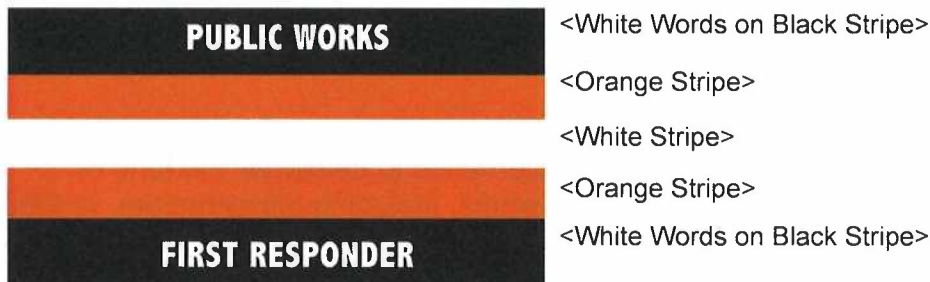
The first celebration of National Public Works Week was in 1960. It was in that year the United States Senate adopted a resolution affirming the first National Public Works Week. Then, in 1962, President John F. Kennedy signed the Presidential Proclamation of National Public Works Week. As a joint effort, the American Public Works Association and Canadian Public Works Association promote National Public Works Week

throughout North America. Government agencies, as well as the private sector, may choose how they wish to celebrate and acknowledge National Public Works Week.

Public works personnel have also long partnered with public safety personnel (i.e. law enforcement, fire, and emergency medical) as first responders in emergency preparedness, response, and recovery, especially among the City of Carpinteria, Santa Barbara County Sheriff's Department, and Carpinteria-Summerland Fire Protection District. In 2003, President George W. Bush defined, through Homeland Security Presidential Directive 8 (HSPD-8), the term first responder to also include public works personnel. As first responders in accordance with HSPD-8, public works personnel are among those responsible for protection and preservation of life, property, evidence, and environment, during those critical early stages of incident response.

To provide public awareness of public works personnel as first responders and the proper identification thereof, the Board of Directors of the American Public Works Association passed a motion in November 2017 to launch a campaign to promote public works personnel as first responders and approved the adoption of a new Public Works First Responder symbol, as seen here:

Public Works First Responder Symbol



Through the campaign of the American Public Works Association, professional public safety organizations such as the International Association of Fire Chiefs, acknowledges the Public Works First Responder symbol as it is clearly associated with public works personnel on the scene of an incident.

On May 11, 2020, the City Council designated the Public Works First Responder symbol as a permanent official City of Carpinteria symbol for City public works personnel, in acknowledgement of their duties as a first responder, to be affixed to City public works personnel uniforms, vehicles, and equipment.

The purpose of this agenda matter is to provide an opportunity for the City Council to pay tribute to all public works personnel and to raise public awareness about public works personnel as first responders.

DISCUSSION

From the first National Public Works Week in 1960, the year 2024 marks the 64th Anniversary of National Public Works Week and is sponsored by the American Public Works Association and Canadian Public Works Association. This year, the American Public Works Association and Canadian Public Works Association designated the week of May 19 through 25, 2024, as National Public Works Week with a theme. This year's theme is, "Advancing Quality of Life for All." Public works personnel contribute to and enhance the quality of life in all the communities they proudly serve.

In recognition of the dedicated efforts of public works personnel, staff recommends to approve the Proclamation designating May 19 through 25, 2024, as National Public Works Week. The Proclamation is shown as Attachment A.

POLICY CONSISTENCY

The City Council, from time-to-time, may elect to designate through proclamation certain periods of time, e.g., a day, week or month, for public awareness and/or education purposes, as it determines appropriate.

The City's Policy for Adopting Ceremonial Recognitions, Resolution No. 5402, (2012), includes the following:

"Proclamation: This recognition may be presented to representatives of government or non-government organizations where the City has determined that a certain day, week, or month, be observed for a particular public awareness/education purpose. Examples include: "Family Day - A Day to Eat Dinner with Your Children," "World Oceans Day," "Arbor Day," etc."

FINANCIAL CONSIDERATIONS

There are no financial considerations.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

There are no legal and risk management considerations.

OPTIONS

1. Approve the Proclamation designating May 19 through 25, 2024, as National Public Works Week.
2. The City Council could choose not to approve the recommendation and provide further direction to staff.

PRINCIPAL PARTIES EXPECTED AT MEETING

City Public Works personnel.

ATTACHMENTS

Attachment A: Proclamation

Staff contact:

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

Reviewed by:

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


Signature
Signature

ATTACHMENT A

Proclamation

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PROCLAMATION

A PROCLAMATION OF THE CARPINTERIA CITY COUNCIL DESIGNATING MAY 19 THROUGH 25, 2024, AS NATIONAL PUBLIC WORKS WEEK IN THE CITY OF CARPINTERIA

WHEREAS, National Public Works Week is an annual observance to celebrate the tens of thousands of individuals who work on public works including infrastructure, facilities, and services that are vital to sustainable and resilient communities and support health, safety, and quality of life all across North America; and

WHEREAS, public works could not be provided without the commitment, dedication, and technical expertise of the public works personnel employed at all levels of government and the private sector, to plan, design, construct, operate, and maintain the nation's transportation infrastructure, public facilities, public spaces, public services, public resources and conservation, and fleet and equipment; and

WHEREAS, in 1960, the United States Senate adopted a resolution affirming the first National Public Works Week; and

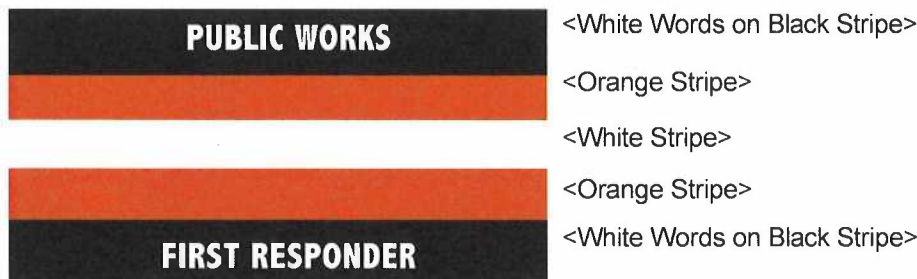
WHEREAS, in 1962, President John F. Kennedy signed the Presidential Proclamation of National Public Works Week; and

WHEREAS, in 2003, President George W. Bush defined, through Homeland Security Presidential Directive 8 (HSPD-8), the term first responder to also include public works personnel; and

WHEREAS, as first responders in accordance with HSPD-8, public works personnel are among those responsible for the protection and preservation of life, property, evidence, and environment, during those critical early stages of incident response; and

WHEREAS, in November 2017, the Board of Directors of the American Public Works Association passed a motion to launch a campaign to promote public works personnel as first responders and approved the adoption of the Public Works First Responder symbol as shown herein:

Public Works First Responder Symbol



; and

WHEREAS, on May 11, 2020, the Carpinteria City Council designated the Public Works First Responder symbol, as shown herein, as a permanent official City of Carpinteria symbol for City public works personnel in acknowledgement of their duties as a first responder, to be affixed to City public works personnel uniforms, vehicles, and equipment; and

WHEREAS, as first responders, City public works personnel were called upon to respond to emergencies including the COVID-19 pandemic and winter storms; and

WHEREAS, the year 2024 marks the 64th Anniversary of National Public Works Week and is sponsored by the American Public Works Association and Canadian Public Works Association; and

WHEREAS, it is in the public interest for the Carpinteria community to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works.

NOW, THEREFORE, City Council of the City of Carpinteria hereby designates the week of May 19 through 25, 2024, as National Public Works Week in the City of Carpinteria.

IN WITNESS THEREOF, the Mayor hereunto set their hand and caused the official seal of the City of Carpinteria, California, to be affixed this 13th day of May, 2024.

Al Clark, Mayor
City of Carpinteria

ATTEST:

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

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

REGULAR MEETING AGENDA
MONDAY, MAY 13, 2024
5:30 P.M.

1. Call to order and roll call.
2. Confirmation of legal noticing and procedural requirements of meeting.
3. Public Comment – This is the time for public comments on matters not otherwise on the agenda but within the subject matter of the Carpinteria Library Board of Trustees.
4. Approval of minutes of the regular meeting held April 8, 2024.
5. May 2024 Community Library Report.

Recommendation: Receive and file the report.
6. New Business & Discussion.
7. Adjournment.

The Carpinteria Library Board of Trustees agenda and any associated staff reports will be available on Thursday, May 9, 2024 on the City's Website: <https://carpinteriaca.gov/city-hall/agendas-meetings/>. The Carpinteria Library Board of Trustees agenda and staff reports are part of the City Council agenda for its regular meeting of May 13, 2024. Please see "[TEMPORARY ADJOURNMENT FOR THE PURPOSE OF HOLDING THE MONTHLY MEETING OF THE CARPINTERIA LIBRARY BOARD OF TRUSTEES.](#)" Details and procedures on how to provide public comment and participate in the meeting through telephonic means are available on the posted City Council agenda at <https://carpinteriaca.gov/city-hall/agendas-meetings/>.

In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, please contact Brian Barrett, City Clerk at brianb@carpinteriaca.gov or (805) 755-4403. Notification two business days prior to the meeting will enable the City to make reasonable arrangements for accessibility to this meeting. This agenda was posted on Wednesday, May 8, 2024, in the City Clerk's Office, on the City Hall Public Notices Board, and on the Internet.

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

REGULAR MEETING MINUTES
MONDAY, APRIL 8, 2024

1. Call to order and roll call.

President Clark called the meeting to order at 6:00 pm.

Boardmembers present: Boardmember Roy Lee
 Boardmember Mónica J. Solórzano
 Vice President Natalia Alarcon
 President Al Clark

Boardmembers absent: Boardmember Wade T. Nomura

Staff members present: Michael Ramirez, Chief Executive Officer
 Jena Shoaf Acos, Legal Counsel
 Jody Thomas, City Librarian
 Brian C. Barrett, Secretary

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

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

3. Public Comment

There was no public comment.

4. Approval of minutes of the regular meeting held March 11, 2024.

There was no public comment.

Motion by Boardmember Lee, seconded by Vice President Alarcon, to approve the minutes of the regular meeting held March 11, 2024. Upon voice vote, the motion carried unanimously with Boardmember Nomura absent.

5. April 2024 Community Library Report.

Recommendation: Receive and file the report.

City Librarian Thomas presented the staff report.

There was no public comment.

Motion by Boardmember Solórzano, seconded by Vice President Alarcon, to receive and file the report. Upon voice vote, the motion carried unanimously with Boardmember Nomura absent.

6. New Business & Discussion.

There was no new business nor discussion.

7. Adjournment.

President Clark adjourned the meeting at 6:11 pm.

Brian C. Barrett, CMC, CPMC, Secretary



City of Carpinteria

LIBRARY BOARD OF TRUSTEES AGENDA STAFF REPORT May 13, 2024

ITEM FOR LIBRARY BOARD OF TRUSTEES CONSIDERATION

May 2024 Community Library Report

STAFF RECOMMENDATION

Receive and file the report.

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

BACKGROUND

The Carpinteria Community Library, established by Ordinance 747 on June 14, 2021, and added to the Municipal Code, Chapter 2.38, also established a Library Board of Trustees (section 2.38.030) to meet at least once a month.

DISCUSSION

The May 2024 report includes outreach, program, and staff updates.

Updates

The Citizenship Preparation Class was held over four Saturdays and was facilitated by the Community Engagement Librarian and a volunteer attorney. Those attending the four classes reviewed the 100 possible questions on the exam with an emphasis on historical and civic context, utilizing discussions of the correct answers as the primary instruction strategy rather than focusing only on memorization of the answers. The series of four classes culminated with a visit from two immigration attorneys from IMPORTA who explained the eligibility, requirements, and mistakes to avoid during the U.S. naturalization process, and offered additional pro bono support through the process. In addition, a visit from local law enforcement, who were there to strengthen relationships between the immigrant community and our local Sheriff's department. The class was conducted in English but there were clarifications in Spanish when required.

The Library was invited to partner with and provide library outreach at the Santa Barbara Zoo in April, for their El Día del Niño event. Carpinteria Library staff interacted with more than 350 people on the day, sharing the value of public libraries through books, resources, and chess play.

In April, MTD held an information session at the Library where they laid out plans for service changes in the coming year. Carpinteria residents who were in attendance were uniformly voicing their hopes for restoration of the shuttle that is no longer in service. The MTD representative indicated they still have the shuttles themselves, but the cost to operate them runs MTD approximately \$200 per hour including insurance, maintenance, staffing, and fuel.

Eric Castro will be representing the Library at the Carpinteria Children's Project on May 18 for their annual Día de los Niños event celebrating children and reading/books. We will be promoting the Library's Summer Reading Program which will run from Monday, June 10 through Friday, August 16.

At the beginning of June, we will have most of the Carpinteria Unified School District students from kindergarten through third grade taking a field trip to the Library to learn about the summer reading program. The Library is ready for summer with lots of new books for all ages, and plenty of events, programs, and weekly prizes for participants.

Staff

Interviews for the Library Technician position were held last week. 27 applications were received prior to the first review. We are looking for someone who can fulfill the requirements of the position and also provide excellent customer service, offer preschool storytime, and new parent support.

POLICY CONSISTENCY

The Library programs and resources are consistent with the actions of the City Council concerning the establishment of a municipal library.

FINANCIAL CONSIDERATIONS

There are no budget impacts as a result of this action.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

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

OPTIONS

1. Receive and file.
2. Direct staff as appropriate.

PRINCIPAL PARTIES EXPECTED AT MEETING

None

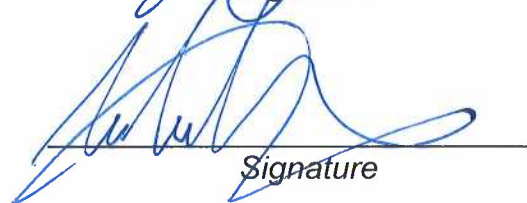
ATTACHMENTS

Staff contact: Jody Thomas, City Librarian
(805) 684-4314, jodyt@carpinteriaca.gov



Signature

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



Signature

MEMORANDUM



Council Meeting Date: May 13, 2024

To: Honorable Mayor and City Council

From: Michael Ramirez, City Manager

Subject: City Manager's Report

SENIOR SERVICES PROGRAMMING (AGEWELL)

Saturday Excursions

On May 4, 16 participants attended a private tour of the Alcazar Theatre provided by Co-Founder Asa Olson. The tour is part of AgeWell's Saturday excursion program, and was a huge success. Attendees learned about the history of the Alcazar and participated in fun improv games on the Alcazar stage, followed by popcorn and a live performance from local actors.



Senior Lecture Series

The AgeWell senior lecture series takes place on Thursdays, beginning at 9:30am, at the Veterans Hall. Upcoming sessions include:

- May 16: "Don't Waste your Waste" – Lindsay Erdmann, a CivicSpark fellow working in the City's Environmental Sustainability Division, will teach seniors the do's and don'ts of waste. Participants will learn what is safe to throw away, common misconceptions about recycling, and tips to improve composting skills.

- May 23: “Age Proofing Your Home” – This session will teach seniors how to prevent falls and other accidents, and how to make safety modifications to their homes and eliminate common hazards. Professionals from NurseCore will teach seniors how to make their home as safe and secure as possible.
- May 30: “Amazing Birds Right in Your Backyard” – John Callender will talk about the birds in Carpinteria’s backyards and the amazing hobby of birding.

CITY EMPLOYEE UPDATES

Recruitments

Below is a partial list of open recruitments and status. Additional information on City job openings is available online at <https://carpinteriaca.gov/city-hall/human-resources/>

- Parks, Recreation, and Community Services Director
 - Start Date: May 20, 2024
- Accounting Technician
 - Interviews conducted on 4/17/24
 - Pending selection
- Library Technician
 - Interviews conducted on 5/8 and 5/10
- Parks and Facilities Attendant
 - Start Date: 5/13/24
 - Recruitment for additional Parks and Facility Attendants, ongoing
- Part-time Lifeguard (Summer Seasonal) and Swim Coach Positions
 - See website for details

UPDATES ON CAPITAL IMPROVEMENT PROJECTS

No updates

UPDATES ON DEVELOPMENT APPLICATIONS

No updates

OTHER CITY/COMMUNITY UPDATES

FEMA Preliminary Flood Insurance Rate Maps

On April 22, 2024, FEMA conducted the Community Coordination and Outreach (CCO) Meeting for countywide local officials, which included the Carpinteria City Council and City staff, in order to discuss FEMA’s preliminary flood insurance rate maps. A separate

and final meeting, called Flood Risk Open House, is currently being coordinated for the Carpinteria community (date and location is TBD.) After the Flood Risk Open House, FEMA will then schedule a review period, called 90-Day Appeal and Comment Period.

Adult Softball

The Carpinteria Adult Softball Co-Ed League kicks off on Thursday, June 6th. Games will take place at Viola Fields on Tuesdays and Thursdays at 5:40pm. The league fees are \$350 per team, including 8-10 games plus the End of Season single elimination tournament. Reynaldo Cardenas continues to lead this program. Interested players should contact Reynaldo directly at (805) 453-2089. Registration closes May 31st.

Household Goods and Hazardous Waste Day

Saturday, May 4, the City held the annual Household Goods and Hazardous Waste Day, which had been postponed due to rain. A total of 250 vehicle's showed up for the household goods disposal, and 162 for the hazardous waste disposal.

Carpinteria Bluffs Restoration

On May 4th, the City held a Carpinteria Bluffs Restoration event. The Rotary Club of Carpinteria (noontime) and dedicated community members came out to remove invasive species and plant natives, contributing to a now-total 3,000 sq. ft. of restored area from these two events!

There will be another opportunity to volunteer on Saturday, May 18th from 9am to noon. The event is a volunteer event, and the purpose of the event is to canvas the Bluffs for removal of non-native plant species and general cleaning of trash debris. The meeting location is at the Carpinteria Bluffs Nature Preserve Parking Lot. No experience is required. It is recommended for volunteers to wear sun protection attire and work gloves. For more information of the Carpinteria Bluffs Nature Preserve Restoration Volunteer Event, contact Lindsay Erdman lindsaye@carpinteriaca.gov.



CycleMAYnia Mayors' Ride

Join the CycleMAYnia Mayors' Ride, a celebrated highlight of National Bike Month. Mark your calendar for Friday, May 17, from 9:30 a.m. to 11:30 a.m. The event will start at the Santa Claus Lane Bike Path that is the west end of Carpinteria Avenue. For more information of the CycleMAYnia Mayors' Ride, contact Erin Maker, erinm@carpinteriaca.gov.

CycleMAYnia Carpinteria Group Loop Ride

To continue the spirit of CycleMAYnia, join the Carpinteria Group Loop Ride to promote the significance of alternative transportation and healthy physical activity, as well as highlight the natural beauty of Carpinteria. This event is also intended to provide for networking opportunities among the Carpinteria community, local businesses, and other participants. Mark your calendar for Saturday, May 25, from 11:00 a.m. to 3:00 p.m. The event will start at Parking Lot #3, also known as Carpinteria Railroad Station, 499 Linden Avenue. For more information of the Carpinteria Group Loop Ride, contact Shay Darrington shayd@carpinteriaca.gov.

Carpinteria Bluffs Nature Preserve Restoration Volunteer Event

This is the final event that is scheduled for Saturday, May 18, 2024, from 9:00 a.m. to noon. The event is a volunteer event, and the purpose of the event is to canvas the Bluffs for removal of non-native plant species and general cleaning of trash debris. The meeting location is at the Carpinteria Bluffs Nature Preserve Parking Lot. No experience is required. It is recommended for volunteers to wear sun protection attire and work gloves. For more information of the Carpinteria Bluffs Nature Preserve Restoration Volunteer Event, contact Lindsay Erdman lindsaye@carpinteriaca.gov.

County of Santa Barbara Housing Element Rezones

In order to have a certified Housing Element that is in compliance with State law and regional housing needs, the County of Santa Barbara had its final approval hearings on April 30th and May 3rd to rezone sites in the unincorporated areas of the County to high-density residential land use (DR-20/30). Our City Community Development staff submitted a letter and spoke at the May 3rd hearing along with Mayor Clark to recommend that the Board of Supervisors avoid rezoning any of the coastal agricultural sites in Carpinteria Valley. Ultimately, the Board of Supervisors approved 16 South County rezones, which included the three coastal sites in Carpinteria Valley known as Bailard, Van Wingerden 1 and Van Wingerden 2. Combined, the County anticipates the three Carpinteria Valley sites could accommodate approximately 598 housing units, including 258 lower-income units and 104 moderate-income units.

The County will now need to submit their coastal rezones to the California Coastal Commission for certification. City staff will continue to monitor the progress of those proposed changes through the Coastal Commission review process and participate in any public hearings. The County-approved coastal rezones will not take effect or be considered final unless or until they are approved and certified by the California Coastal Commission. If one or more of the coastal rezones are not certified by the Coastal

Commission, the County may need to consider rezoning additional properties in its jurisdiction to make up for the shortfall.

General Plan Annual Progress Report Follow-Up

At the April 22nd City Council meeting, CDD staff provided an overview of the General Plan Annual Progress Report prepared for the 2023 calendar year. The Council accepted and approved the Report for submittal to the State Office of Planning and Research (OPR) as presented, however, in response to several questions posed by a member of the public, the Council asked CDD staff to follow-up at a subsequent meeting with formal responses to the questions posed:

- Why does the Safety Element not highlight or address fire risk?
 - Response: The purpose of the Annual Progress Report is to report on specific tangible accomplishments completed, or where significant progress was made towards completion, in the preceding year, that implement the stated objectives and policies of the City's General Plan. This year's Report highlighted completion and adoption of the Local Hazard Mitigation Plan, which among other hazards, helps the City to plan for wildland fire risk. Otherwise, there were no other pertinent reportable accomplishments for the 2023 calendar year related specifically to fire risk. In years past, discussion about emergency response or recovery have been included when it was relevant for that particular year (e.g., following the Thomas Fire or Jan. 2018 debris flow).
- The Noise Element should consider whether the design of the sound walls constructed as part of the Highway 101 projects took into account the raised profile of the highway surface.
 - Response: This falls outside of the purview of the General Plan Annual Progress Report. However, the EIR prepared and certified for the highway widening projects was based on the approved engineering plans developed for the project, including any changes to roadway surface elevations, and proposed mitigation measures, including soundwall construction, were modeled and designed based on those plans. Accordingly, highway road surface elevations were taken into account in the design and construction of highway sound walls.
- Why does the Noise Element not consider noises generated by special districts, which can look and sound industrial, such as the CUSD maintenance yard located at Eighth Street and Oak Avenue which experiences heavy truck traffic?
 - Response: As stated above, the purpose of this annual Report is to document the completion or progress towards completion of specific tangible objectives and policies called for in the General Plan. While the General Plan includes policies intended to address potential land use

conflicts, such as nuisance noise impacts, between different adjoining land uses, no specific work or tasks were undertaken related to this particular concern. Nevertheless, the City is currently in the process of updating its General Plan and this provides the public with an opportunity to raise land use issues and concerns that they would like to see addressed through future General Plan objectives and policies.

- Is the ad hoc Joint Development Review Committee's work still ongoing?
 - Response: While the DRC has not met in several years, some of the work efforts initiated with the DRC remain underway. For example, development of the Downtown Design Overlay, which would provide objective design standards for new development in the City's downtown area, has continued to be actively worked on by CDD staff and assisted by contracted consultant services. Later this year, CDD staff expects to be ready to share an administrative draft of the Overlay with the DRC for feedback. CDD staff will then use feedback received by the DRC to refine the Overlay and prepare a public draft to then go through the City's formal legislative process for Ordinance adoption. Likewise, as CDD staff is able to prepare or update neighborhood design guidelines, they would be shared with the DRC for their review and advisory comments.

California Adopt-a-Pet Day

On Saturday, June 1st, 2024, the City of Carpinteria Animal Control Services Division will be participating in the statewide California Adopt-a-Pet Day. As part of this special promotional event, more than 150 participating shelters throughout California will be offering free adoptions to find homes for more than 2,000 sheltered pets. All available cats and dogs are spayed/neutered, vaccinated & microchipped. Currently, the City of Carpinteria has one dog, Malibu, available for adoption and looking for his fur-ever home. For more information, interested parties can visit: <https://caadoptapetday.org/> or contact Code Compliance Supervisor, David Hernandez.

**City of Carpinteria
City Council Minutes
Regular Meeting
Monday, April 22, 2024**

In-Person and Virtual

CALL TO ORDER

Mayor Clark called the meeting to order at 5:32 pm.

ROLL CALL

Councilmembers present:

Councilmember Roy Lee
Councilmember Mónica J. Solórzano
Councilmember Wade T. Nomura
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
Brian C. Barrett, City Clerk
Marysol Smith, Associate Planner
Teresa Ilasin, Management Analyst II
David Hernandez, Code Compliance Supervisor
Stephon Downes, Management Analyst I
John L. Ilasin, Public Works Director
Shay Darrington, Engineering Technician
Licette Maldonado, Administrative Services Director

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. Proclamation Recognizing the 96th Anniversary of the Alcazar Theatre.

There was no public comment.

Motion by Councilmember Solórzano, seconded by Vice Mayor Alarcon, to approve the Proclamation Recognizing the 96th Anniversary of the Alcazar Theatre. Upon voice vote, the motion carried unanimously.

Mayor Clark and the Council presented the proclamation to members of the leadership team of the Alcazar Theatre. Alcazar Theatre Executive Director Debbie Nomura provided remarks.

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

City Manager Ramirez described an additional item not mentioned in the City Manager's Report, but related to Agenda Item No. 7 in that the City received a generous donation of \$10,000 from the Ann Jackson Family Foundation for the purpose of making improvements to the Community Pool locker room. He stated that The Ann Jackson Family Foundation has contributed \$40,000 to the City since July 2022 and that the Foundation has supported various causes in Carpinteria since 1978 with an estimated contribution of approximately \$1 million. He introduced Foundation representative Palmer Jackson who provided remarks.

a. Senior Services Programming

City Manager Ramirez reported on the Monte Vista Dog Park ribbon cutting ceremony on April 20th.

b. City Employee Updates

City Manager Ramirez provided updates on current employee recruitments.

c. Updates on Capital Improvement Projects

None.

d. Updates on Development Applications

None.

e. Other City/Community Updates

City Manager Ramirez reported on FEMA Preliminary Flood Insurance Rate Maps, the Carpinteria Bluffs Nature Preserve Restoration Volunteer Event on May 4th, and the Annual Household Goods and Hazardous Waste Collection Event which was rescheduled to May 4th.

There was no public comment.

PLANNING COMMISSION ACTIONS: NONE

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA

Speakers in-person: Lorraine McIntire

Speakers via Zoom: Susan Allen

CONSENT CALENDAR:

There was no public comment.

Motion by Councilmember Solórzano, seconded by Councilmember Nomura, to approve the Consent Calendar Item Nos. 2 through 7. 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.

2. Approve the minutes of the regular meeting held March 25, 2024, the special meeting held March 26, 2024, and the regular meeting held April 8, 2024.
3. Receive and file the Expenditures for the period beginning April 1, 2024 and ending April 12, 2024.
4. Receive and file the Report of Contracts Executed by the City Manager for the Period of March 19, 2024 through April 15, 2024.
5. Receive and file the Monthly Treasurer's Report on Compliance with Statement of Safekeeping and Investment of Public Funds for March 2024.

6. Receive and file the Quarterly Review of the Pension Stabilization Trust.
7. Accept a donation by the Ann Jackson Family Foundation to the Carpinteria Community Pool for the purpose of making improvements to the locker room facilities.

ADMINISTRATIVE MATTERS:

8. Making an Appointment to the Mobile Home Park Rent Stabilization Board.

Recommendation: Adopt Resolution No. 6315, approving the appointment of Kathleen Mattes to the Mobile Home Park Rent Stabilization Board.

Councilmember Nomura recused himself from this item due to a potential perception of a conflict of interest as his company has a maintenance contract with Sandpiper Village Mobile Home Park and left the Council Chambers at 6:02 pm.

City Clerk Barrett presented the staff report.

Applicant Kathleen Mattes provided remarks.

There was no public comment.

Motion by Vice Mayor Alarcon, seconded by Councilmember Lee, to adopt Resolution No. 6315, as read by title only, approving the appointment of Kathleen Mattes to the Mobile Home Park Rent Stabilization Board. Upon voice vote, the motion carried unanimously with Councilmember Nomura absent due to his recusal.

Councilmember Nomura returned to the dais at 6:07 pm.

9. Annual report on the progress being made implementing the City's General Plan.

Recommendation: Accept the 2023 General Plan Annual Progress Report and direct the Community Development Director to submit the Report to the Governor's Office Planning and Research.

Associate Planner Smith provided the staff report and PowerPoint presentation.

Speakers via Zoom: Patrick O'Connor

Motion by Councilmember Nomura, seconded by Councilmember Solórzano, to accept the 2023 General Plan Annual Progress Report as presented and direct the Community Development Director to submit the Report to the Governor's Office of Planning and

Research and direct staff to look further into Mr. O'Connors questions and return to a future Council meeting with answers. Upon voice vote, the motion carried unanimously.

10. Second Reading of Ordinance No. 779, Amendment to the City's CalPERS Contract.

Recommendation: Adopt Ordinance No. 779 (second reading). *(This motion requires a roll call vote.)*

Management Analyst II Ilasin presented the staff report.

There was no public comment.

Motion by Councilmember Solórzano, seconded by Councilmember Nomura, to adopt Ordinance No. 779, on the second reading, as read by title only. 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.

11. Code Compliance Quarterly Report Q1, 2024.

Recommendation: Receive and file quarterly report.

Code Compliance Supervisor Hernandez provided the staff report and PowerPoint presentation.

Speakers in-person: Julie Sigwart

Speakers via Zoom: Susan Allen

Motion by Councilmember Solórzano, seconded by Councilmember Nomura, to receive and file the Q1 2024 Code Compliance Quarterly Report. Upon voice vote, the motion carried unanimously.

12. Report on Street Lighting District No. 1 for Fiscal Year 2024-25.

Recommendation: Adopt Resolution Nos. 6308 and 6309, acting to accept and file the mandatory Annual Report and set the matter of the continuation of Street Lighting District No. 1 for Fiscal Year 2024-25 for public hearing at the regular City Council meeting of May 28, 2024.

Management Analyst I Downes presented the staff report. He also noted that under the Financial Considerations section of the staff report Fiscal Year 2022-23 was accidentally mentioned and it should be corrected to Fiscal Year 2023-24.

There was no public comment.

Motion by Vice Mayor Alarcon, seconded by Councilmember Nomura, to adopt Resolution Nos. 6308 and 6309, as read by title only. Upon voice vote, the motion carried unanimously.

13. Report on Lighting, Landscaping and Right-of-Way Improvement District No. 3 for Fiscal Year 2024-25.

Recommendation: Adopt Resolution Nos. 6310 and 6311, acting to accept and file the mandatory Annual Report of the City Engineer and set the matter of the continuation of Lighting, Landscaping and Right of Way Improvement District No. 3 for Fiscal Year 2024-25 for public hearing at the regular City Council Meeting of May 28, 2024.

Management Analyst I Downes provided the staff report.

There was no public comment.

Motion by Vice Mayor Alarcon, seconded by Councilmember Nomura, to adopt Resolution Nos. 6310 and 6311, as read by title only. Upon voice vote, the motion carried unanimously.

14. Report on Parking and Business Improvement Area Assessment District No. 4 for Fiscal Year 2024-25.

Recommendation: Adopt Resolution Nos. 6312 and 6313, acting to accept the mandatory Annual Report and Budget and to set the matter of the continuation of Parking and Business Improvement Area District No. 4 for Fiscal Year 2024-25 for public hearing at the regular City Council meeting of May 28, 2024.

Management Analyst I Downes presented the staff report.

Speakers in-person: Lorraine McIntire

Motion by Vice Mayor Alarcon, seconded by Councilmember Nomura, to adopt Resolution Nos. 6312 and 6313, as read by title only. Upon voice vote, the motion carried unanimously.

15. Report on Winter Protection Berm Assessment District No. 5 for Fiscal Year 2024-25.

Recommendation: Adopt Resolution No. 6314, acting to accept the mandatory Annual Report and Budget and to set the matter of the continuation of Assessment District No. 5 for Fiscal Year 2024-25 for public hearing at the regular City Council Meeting of May 28, 2024.

Management Analyst I Downes provided the staff report.

There was no public comment.

Motion by Councilmember Solórzano, seconded by Councilmember Nomura, to adopt Resolution No. 6314, as read by title only. Upon voice vote, the motion carried unanimously.

16. Amendment No. 1 to Agreement with Showscapes Inc. (dba Treescapes) for a One-Year Term Extension and Related Costs to Provide Landscape Maintenance Services.

Recommendation: Authorize the City Manager to execute Amendment No. 1 to the Maintenance Agreement with Showscapes Inc. (dba Treescapes) for a one-year term extension to provide landscape maintenance services in an amount not-to-exceed \$267,600.00 for a total amended agreement amount of \$961,410.00. *(This motion requires a roll call vote.)*

Management Analyst I Downes presented the staff report.

There was no public comment.

Motion by Vice Mayor Alarcon, seconded by Councilmember Nomura, to authorize the City Manager to execute Amendment No. 1 to the Maintenance Agreement with Showscapes Inc. (dba Treescapes) for a one-year term extension to provide landscape maintenance services in an amount not-to-exceed \$267,600 for a total amended agreement amount of \$961,410. 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.

17. Second Amendment to Santa Barbara County Association of Governments Joint Powers Agreement.

Recommendation: Authorize the Mayor to execute a Second Amendment to the Santa Barbara County Association of Governments Joint Powers Agreement.

Public Works Director Ilasin provided the staff report.

Speakers in-person: Julie Sigwart

Motion by Councilmember Solórzano, seconded by Councilmember Nomura, to authorize the Mayor to execute a Second Amendment to the Santa Barbara County Association of Governments Joint Powers Agreement. Upon voice vote, the motion carried unanimously.

18. Closeout of City Hall Campus Improvements Project - Sewer Replacement.

Recommendation: Authorize the Mayor to sign the Closeout Agreement and Release of Claims for the City Hall Campus Improvements Project- Sewer Replacement with Toro Enterprises Inc. *(This motion requires a roll call vote.)*

Public Works Director Ilasin introduced Engineering Technician Darrington who presented the staff report and PowerPoint presentation.

There was no public comment.

Motion by Vice Mayor Alarcon, seconded by Councilmember Nomura, to authorize the Mayor to sign the Closeout Agreement and Release of Claims for the City Hall Campus Improvements Project – Sewer Replacement with Toro Enterprises Inc. 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.

19. Closeout of Carpinteria Avenue and Palm Avenue Intersection Improvements Project.

Recommendation: Authorize the Mayor to sign the Closeout Agreement and Release of Claims for the Carpinteria Avenue and Palm Avenue Intersection Improvements Project with Taft Electric Company. *(This motion requires a roll call vote.)*

Public Works Director Ilasin provided the staff report and PowerPoint presentation.

Speakers via Zoom: Patrick O'Connor

Motion by Councilmember Solórzano, seconded by Councilmember Nomura, to authorize the Mayor to sign the Closeout Agreement and Release of Claims for the Carpinteria Avenue and Palm Avenue Intersection Improvements Project with Taft Electric Company. 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.

PUBLIC HEARING:

20. Annual Review of the City's Master Fee Schedule.

Recommendation: Approve and adopt Resolution No. 6316, updating the City's Master Fee Schedule.

Administrative Services Director Maldonado presented the staff report.

Mayor Clark opened the public hearing at 7:47 pm and being there was no public comment, closed the public hearing at 7:47 pm.

Motion by Councilmember Solórzano, seconded by Councilmember Nomura, to adopt Resolution No. 6316, approving the City's Master Fee Schedule. 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: NONE

LEGISLATIVE UPDATE: NONE

COMMITTEE REPORTS, INQUIRIES AND OTHER MATTERS PRESENTED BY COUNCILMEMBERS

Councilmember Solórzano reported on her attendance at the Santa Barbara Metropolitan Transit District Board meeting on April 9th where the Board discussed bus advertising rate changes. She also mentioned the Santa Barbara Metropolitan Transit District held a community forum at the Carpinteria Library last Tuesday to collect feedback on service updates and continues to collect feedback about current transit schedule on its website.

ATTENDANCE OF COUNCILMEMBERS FOR FUTURE MEETINGS

All Councilmembers are expected to be in attendance at the May 13th regular City Council meeting.

ADJOURNMENT

Mayor Clark adjourned the meeting at 7:49 pm.

Al Clark, Mayor

ATTEST:

Brian C. Barrett, CMC, CPMC
City Clerk

**City of Carpinteria
City Council Minutes
Special Meeting
Friday, April 26, 2024**

In-Person

CALL TO ORDER

Mayor Clark called the meeting to order at 3:15 pm.

ROLL CALL

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

Councilmembers absent: Vice Mayor Natalia Alarcon

Staff members present: Michael Ramirez, City Manager
 Brian C. Barrett, City Clerk

PUBLIC COMMENT ON CLOSED SESSION MATTERS

There was no public comment.

CLOSED SESSION MATTER

1. CLOSED SESSION: CONFERENCE WITH REAL PROPERTY NEGOTIATORS
 Government Code section 54956.8
 Property: 801 Linden Avenue, Carpinteria CA 93013
 Agency negotiator: City Manager Michael Ramirez
 (If circumstances necessitate the absence of a specified negotiator, an agent or
 designee may participate in place of the absent negotiator so long as the name
 of the agent or designee is announced at an open session held prior to the
 closed session.)
 Negotiating parties: None
 Under negotiation: Price and Terms of Payment

City Clerk Barrett read aloud for the record the Closed Session Item, the real property concerning the negotiations, the City's negotiators, and the negotiating parties.

TEMPORARY ADJOURNMENT TO CLOSED SESSION

Mayor Clark temporarily adjourned the meeting to Closed Session at 3:16 pm.

RECONVENE IN OPEN SESSION

Mayor Clark reconvened the meeting in Open Session at 3:33 pm with all Councilmembers present except for Vice Mayor Alarcon. City Manager Ramirez and City Clerk Barrett were also in attendance.

CLOSED SESSION REPORT

City Manager Ramirez announced that there was no reportable action from the Closed Session.

ADJOURNMENT

Mayor Clark adjourned the meeting at 3:34 pm.

Al Clark, Mayor

ATTEST:

Brian C. Barrett, CMC, CPMC
City Clerk



City of Carpinteria

COUNCIL AGENDA STAFF REPORT May 13, 2024

ITEM FOR COUNCIL CONSIDERATION

Expenditures for the period beginning April 15, 2024 and ending May 3, 2024.

STAFF RECOMMENDATION

Receive and file Warrant Register for the period of April 15, 2024, through May 3, 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 April 15, 2024 and ending May 3, 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: 04/15/2024 - 05/03/2024

Vendor Number	Vendor Name	Payment Date	Payment Amount	Number
Payable #	Payable Type	Payable Description		
Bank Code: AP Bank-AP Bank				
Payment Type: Regular				
14TQ-KCRC-F1CF	AMAZON CAPITAL SERVICES INC	04/18/2024	564.67	103393
1CNN-3XNF-77C9	Credit Memo	BOOKS FOR LIBRARY		
1DYF-KFG6-FHQN	Invoice	BOOKS FOR LIBRARY		
1GMJ-H17C-LG6T	Invoice	BOOKS FOR LIBRARY		
1GMJ-H17C-NYFN	Invoice	MARKERS & PENS		
1KGJ-TCKF-VWJL	Invoice	BATTERIES FOR LIBRARY		
1LXL-FM7H-TMH1	Invoice	BOOKS FOR LIBRARY		
1NCN-4F66-F4GW	Invoice	BOOKS FOR LIBRARY		
1NWJ-1D63-D19L	Invoice	BOOKS FOR LIBRARY		
1PHC-PR71-C3FM	Invoice	FLASH CARDS FOR LIBRARY PROGRAM		
1QTP-JGGQ-DJYC	Invoice	BOOKS FOR LIBRARY		
1T3C-DGVP-FJCX	Invoice	BOOKS FOR LIBRARY		
1T3C-DGVP-R61W	Invoice	BOOKS FOR LIBRARY		
1V6P-TGHX-DQ43	Invoice	BOOKS FOR LIBRARY		
1YJL-D4LC-DHWR	Credit Memo	BOOKS FOR LIBRARY		
1YKX-MF71-CCR	Credit Memo	BOOKS FOR LIBRARY		
	Void	04/18/2024	-	103394
Q1 JAN-MAR 2024	AMBER KAPLAN	04/18/2024	90.00	103395
	Invoice	LIBRARY ADVISORY COMMISSION STIPEND JAN-MAR24		
INV0005550	AMERICAN INDIAN HEALTH SERVICES	04/18/2024	303.52	103396
	Invoice	PROJECT CLOSEOUT 4/18/24		
Q1 JAN-MAR 2024	AMY BLAKEMORE	04/18/2024	50.00	103397
	Invoice	ARCHITECTUAL REVIEW BOAR MEETING JAN-MAR 2024		
772860	A-OK POWER EQUIPMENT	04/18/2024	60.85	103398
	Invoice	HEDGE TRIMMER RESIN, GREASE & LUBRICANT		
IN3049351	BASIC	04/18/2024	147.32	103399
	Invoice	MAR24 MONTHLY FSA ADMIN FEE		
645017	BIG GREEN CLEANING COMPANY	04/18/2024	5,769.00	103400
645018	Invoice	APR24 CONTRACTED CLEANING SERVICES AT POOL		
645054	Invoice	APR24 CONTRACTED CLEANING SERVICES AT LIBRARY		
645055	Invoice	APR24 CONTRACTED CLEANING SERVICES AT SEASIDE		
	Invoice	APR24 CONTRACTED CLEANING SERVICES CITY & VETS		
10448	BOB MURRAY & ASSOCIATES	04/18/2024	14,548.75	103401
10538	Invoice	EXECUTIVE SEARCH-PARKS, REC AND COM. SER. DIRECTOR		
10539	Invoice	EXECUTIVE SEARCH-ASSISTANT CITY MANAGER		
	Invoice	EXECUTIVE SEARCH-PARKS, REC AND COM. SER. DIRECTOR		
Q1 JAN-MAR 2024	BRAD STEIN	04/18/2024	75.00	103402
	Invoice	ARCHITECTURAL REVIEW BOARD-MEETING JAN-MAR24		
RI 24011271	BUREAU VERITAS NORTH AMERICA INC	04/18/2024	3,881.91	103403
	Invoice	MAR24 PLAN CHECK SERVICES		
30330776	CANON FINANCIAL SERVICES INC	04/18/2024	1,249.54	103404
32353877	Invoice	APR23 MAINT & SERVICE CANON PRINTERS		
	Invoice	APR23 MAINT & SERVICE CANON PRINTERS		
533391	CARPINTERIA VALLEY LUMBER CO	04/18/2024	25.96	103405
533766	Invoice	SUPPLIES FOR SHOP LIGHT AND MOTION SENSOR INSTALL		
	Invoice	SUPPLIES FOR SIGN WORK		
	COASTAL VIEW NEWS	04/18/2024	1,224.00	103406

61030	Invoice	HOUSEHOLD WASTE DAY AD 3/28/24		
61044	Invoice	ORDINANCE 779 AD		
61060	Invoice	HHW DAY AD 4/4/24		
61061	Invoice	COMPOSTING WORKSHOPS AD 4/4/24		
APR24 001 3011 028450702	COX BUSINESS	04/18/2024	135.99	103407
	Invoice	APR24 VETS HALL INTERNET-PHONE SERVICE		
Q1 JAN-MAR 2024	DANIELLE MANRIQUEZ-OSBORN	04/18/2024	120.00	103408
	Invoice	LIBRARY ADVISORY COMMISSION STIPEND JAN-MAR 24		
Q1 JAN-MAR 2024	DAVID ALLEN	04/18/2024	120.00	103409
	Invoice	PLANNING COMMISSON MEETING JAN-MAR24		
7484	EASY LIFT TRANSPORTATION	04/18/2024	1,000.00	103410
	Invoice	APR24 COMMUNITY TRANSPORTATION SERVIICES		
INV0005545	EUKON GROUP	04/18/2024	479.55	103411
	Invoice	PROJECT CLOSE OUT 4/18/24		
INV0005549	FATMIR MARA CERAMICS LLC	04/18/2024	219.40	103412
	Invoice	PROJECT CLOSEOUT 4/18/24		
APR24 805-566-1944-032923-5 APR24 805-684-4314-063022-5 APR24 805-684-7613-042205-5	FRONTIER COMMUNICATIONS	04/18/2024	392.72	103413
	Invoice	APR24 PHONE & INTERNET - BEACH STORE		
	Invoice	APR24 PHONE & INTERNET SERVICES FOR LIBRARY		
	Invoice	APR24 PHONE & INTERNET FOR LG TOWER & BOATHOUSE		
Q1 JAN-MAR 2024	GLENN D LA FEVERS	04/18/2024	120.00	103414
	Invoice	PLANNING COMMISSION MEETING JAN-MAR24		
Q1 JAN-MAR 2024	GLYNN BIRDWELL	04/18/2024	120.00	103415
	Invoice	LIBRARY ADVISORY COMMISSION STIPEND JAN-MAR24		
9073288996 9073383896 9074996977 9076329714 9076680322	GRAINGER	04/18/2024	799.47	103416
	Invoice	SPRAY PAINT SUPPLIES FOR SHOP		
	Invoice	DRAIN PLUG FOR LIBRARY		
	Invoice	SUPPLIES FOR LIBRARY DRINKING FOUNTAIN		
	Invoice	CARTRIDGE/FILTER FOR POOL		
241958 4822540 544292 6813314	HOME DEPOT CREDIT SERVICES	04/18/2024	1,492.81	103417
	Invoice	5 GALLON BUCKETS FOR SHOP		
	Invoice	SHEET FOR SIGN WORK		
	Invoice	SAW & BLADES FOR SHOP		
	Invoice	DIGGING SHOVELS & PICKS FOR SHOP		
Q1 JAN-MAR 2024	JANE L BENEFIELD	04/18/2024	120.00	103418
	Invoice	PLANNING COMMISSION MEETING JAN-MAR24		
Q1 JAN-MAR 2024	JOHN MOYER	04/18/2024	120.00	103419
	Invoice	PLANNING COMMISSION MEETING JAN-MAR24		
INV0005546	JOSE MARTINEZ	04/18/2024	2,499.07	103420
	Invoice	PROJECT CLOSE OUT 4/18/24		
Q1 JAN-MAR 2024	KATHERINE SALANT	04/18/2024	120.00	103421
	Invoice	PLANNING COMMISSION MEETING JAN-MAR24		
15441	LIN CONSULTING INC.	04/18/2024	1,556.48	103422
	Invoice	MAR24 ENGINEERING CARP & PALM AVE INTERSECTION		
Q1 JAN-MAR 2024	MARGARET CONNORS	04/18/2024	120.00	103423
	Invoice	LIBRARY ADVISORY COMMISSION STIPEND JAN-MAR24		
INV0005547	MERIT SABIDO	04/18/2024	576.59	103424
	Invoice	SAFE & KEYBOARD FROM SAMS CLUB		
521324061 521324062 521361517	MISSION UNIFORM SERVICE	04/18/2024	224.92	103425
	Invoice	MAT REPLACEMENT, UNIFORM CLEANING		
	Invoice	TOWEL & MAT REPLACEMENT FOR CIITY HALL 4/1/24		
	Invoice	TOWEL & MAT REPLACEMENT AT LIBRARY 4/8/24		
	MRS ENVIRONMENTAL INC	04/18/2024	22,165.00	103426

600-2024-03	Invoice	MAR24 OIL & GAS ON CALL ENVIROMENTAL SERVICES		
	PATRICK O'CONNOR	04/18/2024	50.00	103427
Q1 JAN-MAR 2024	Invoice	ARCHITECTURAL REVIEW BOARD-MEETING JAN-MAR24		
	RICHARD A LITTLE	04/18/2024	75.00	103428
Q1 JAN-MAR 2024	Invoice	ARCHITECTURAL REVIEW BOARD-MEETING JAN-MAR24		
	RICHARD E JOHNSON	04/18/2024	75.00	103429
Q1 JAN-MAR 2024	Invoice	ARCHITECTURAL REVIEW BOARD-MEETING JAN-MAR24		
	RINCON ENGINEERING	04/18/2024	3,139.20	103430
78496	Invoice	ENGINEER 24 PARTS "RETD00003" BANNER HOLDER		
	RISDON'S 76 SERVICE	04/18/2024	60.00	103431
2097	Invoice	CAR WASH FOR UNIT 255 3/10/24		
4520	Invoice	CAR WASH FOR UNIT 250 3/16/24		
	ROCKWELL PRINTING	04/18/2024	1,787.73	103432
44043	Invoice	BOOK LABELS FOR PROCESSING BOOKS		
	SHOWSCAPES	04/18/2024	21,865.00	103433
388335570	Invoice	APR24 SHOW SCAPES MAINTENANCE FY23/24		
388335571	Invoice	APR24 MONTHLY CHEMICAL CHARGE COMPLEX		
	SIGN CRAFT	04/18/2024	23.12	103434
INV0005551	Invoice	PROJECT CLOSEOUT 4/18/24		
	SO CA EDISON	04/18/2024	18.69	103435
MAR24A 700474689651	Invoice	MAR24 ELECTRICITY-5775 CARPINTERIA AVE		
	SUNBELT RENTALS INC	04/18/2024	503.58	103436
151024886-0002	Invoice	FUEL FOR SWEEPER UNIT 331		
	TKM ENGINEERING	04/18/2024	4,387.50	103437
1278	Invoice	MAR24 STAFF AUGMENTATION SERVICES		
	TOTAL BARRICADE SERVICE INC	04/18/2024	2,400.00	103438
61500	Invoice	RENT MESSAGE BOARD FOR BEACH BERM WORK 2/28/24		
	TRI-CO REPROGRAPHICS	04/18/2024	77.99	103439
197912	Invoice	SCANNING LARGE FORMAT,FILE RENAME 4/4/24		
197914	Invoice	SCANNING LARGE FORMAT,FILE RENAME 4/4/24		
197915	Invoice	SCANNING LARGE FORMAT,FILE RENAME 4/4/24		
197916	Invoice	SCANNING SMALL FORMAT,FILE RENAME 4/4/24		
	TRUE NORTH COMPLIANCE SERVICES INC	04/18/2024	1,219.27	103440
24-03-039	Invoice	APR24 BUILDING AND SAFETY PERMITS MULTIPLE LOC.		
	TWO TRUMPETS COMMUNICATIONS	04/18/2024	5,550.00	103441
1367	Invoice	MAR24 COMMUNICATIONS SERVICES		
	UNIQUE MANAGEMENT SERVICES INC	04/18/2024	65.00	103442
6124627	Invoice	MAR24 LOST LIBRARY BOOKS		
	WESTAIRE HEATING & CONDITIONING INC	04/18/2024	500.00	103443
20686	Invoice	MAR24 MAINTENANCE-LIBRARY/VETS HALL		
	ZWORLD GIS	04/18/2024	2,977.00	103444
2024-0130	Invoice	MAR24 MAPPING/GIGS SERVICES		
	MISSIONSQUARE	04/18/2024	9,002.25	103445
INV0005558	Invoice	MISSIONSQUARE Employee Contributions		
INV0005559	Invoice	Deferred Compensation Contribution-Part Time Emp		
INV0005560	Invoice	MissionSquareEmployee Contributions		
INV0005561	Invoice	MISSIONSQUARE Employee Contributions		
	SEIU LOCAL 620	04/18/2024	258.96	103446
INV0005562	Invoice	Employee Union Dues Contribution		
	ACCESS CONTROL SECURITY INC.	04/25/2024	515.63	103447
0058319	Invoice	SECURITY: D. BELTRAN 3/9/24		
0058630	Invoice	SECURITY: L. ZAMORA 3/30/24		

636412	AFLAC	04/25/2024	179.85	103448
	Invoice	APRIL 2024 EMPLOYEE PREMIUMS		
4/12/24	ALICE WISSING	04/25/2024	780.00	103449
4/15/24	Invoice	MUNITES FOR PLANNING COMMISSION MEETING 3/4/24		
	Invoice	MUNITES FOR PLANNING COMMISSION MEETING 4/1/24		
13VD-9LHW-D1D6	AMAZON CAPITAL SERVICES INC	04/25/2024	2,736.17	103450
13YJ-LYJQ-VLWT	Invoice	BOOKS FOR LIBRARY		
194Q-T31W-6WDP	Invoice	BOOKS FOR LIBRARY		
194Q-T31W-TQRK	Invoice	ZIP BOOKS-L. MACKER		
19R1-KG9T-RHR6	Credit Memo	BOOKS FOR LIBRARY		
1F11-W4T3-C4YM	Invoice	BOOKS FOR LIBRARY		
1FVF-V9KC-1F9P	Invoice	32G SHRED CART FOR COPY ROOM		
1GJW-K4KY-9XM7	Invoice	RIBBON FOR DOG PARK		
1HJ3-G4D6-4JCY	Invoice	ZIP BOOKS-J. WIMBERLY		
1HKM-LW9F-7MXH	Invoice	ZIP BOOKS-K. SOMMER		
1HR3-MFQ3-D364	Invoice	ZIP BOOKS-C. PRINS		
1KYK-LXNX-D334	Invoice	ZIP BOOKS-C. MCKNERNEY		
1LVJ-71JM-R4V6	Invoice	BOOKS FOR LIBRARY		
1ML4-MDXY-6677	Invoice	TONER CARTRIDGES FOR PRINTER		
1NWJ-V41C-7DLF	Invoice	COLORED TAPE FOR LIBRARY		
1NWJ-V41C-CKK3	Invoice	BOOKS FOR LIBRARY		
1PJ1-VLCV-QP4L	Invoice	ZIP BOOKS-R. WEST		
1PQQ-DLX4-9FCV	Invoice	SURGE PROTECTORS		
1PQQ-DLX4-N63M	Invoice	BOOKS FOR LIBRARY		
1PW3-XD93-31YV	Invoice	BOOKS FOR LIBRARY		
1Q7K-6D9F-G6KC	Invoice	BOOKS FOR LIBRARY		
1V4H-HWHW-9JGL	Invoice	ZIP BOOKS-C. THOMPSON		
1V4H-HWHW-NHP4	Invoice	ZIP BOOKS-N. SANCHEZ		
1VF9-CTMR-CR6L	Invoice	BOOKS FOR LIBRARY		
1W6X-X9LJ-RWDD	Invoice	ZIP BOOKS-M. HOFFARTH		
1XHW-LNWY-9L9K	Invoice	BOOKS FOR LIBRARY		
1YKP-DMF4-GYV1	Invoice	ZIP BOOKS-M. ROMERO		
	Invoice	BOOKS FOR LIBRARY		
	Void	04/25/2024	-	103451
774272	A-OK POWER EQUIPMENT	04/25/2024	608.98	103452
	Invoice	REPLACEING TWO BROKEN HAND HELD BLOWERS FOR SHOP		
287303896883X04102024	AT&T MOBILITY	04/25/2024	594.00	103453
	Invoice	APR24 CITY HALL CELL PHONES		
21322160	BAY ALARM	04/25/2024	180.00	103454
21359224	Invoice	SECURITY/FIRE MONITORING 5/1/24-7/31/24		
	Credit Memo	SECURITY/FIRE MONITORING 5/1/24-8/1/24		
INV-US74720	BIBLIOTHECA LLC	04/25/2024	625.66	103455
	Invoice	BOOKS FOR LIBRARY		
646314	BIG GREEN CLEANING COMPANY	04/25/2024	960.00	103456
	Invoice	MAR24 HOMELESS CLEANUP DUMP RD 3/18/24		
24-450	BLACK GOLD COOPERATIVE LIBRARY SYSTEM	04/25/2024	13,961.00	103457
	Invoice	FY 23-24 Q4 REIMBURSEMENT HOOPLA & HOTS		
INV0005572	BOB GOBUTY	04/25/2024	4,706.75	103458
	Invoice	CHECK REQUEST PROJECT CLOSE OUT		
10589	BOB MURRAY & ASSOCIATES	04/25/2024	3,154.86	103459
	Invoice	EXECUTIVE SEARCH-ASST. CITY MANAGER		
979569	BROWNSTEIN HYATT FARBER SCHRECK	04/25/2024	89,008.50	103460
979570	Invoice	PROFESSIONAL LEGAL SERVICES THROUGH 2/29/24		
979571	Invoice	PROFESSIONAL LEGAL SERVICES THROUGH 2/29/24		
979572	Invoice	PROFESSIONAL LEGAL SERVICES THROUGH 2/29/24		
979573	Invoice	PROFESSIONAL LEGAL SERVICES THROUGH 2/29/24		
979574	Invoice	PROFESSIONAL LEGAL SERVICES THROUGH 2/29/24		
979575	Invoice	PROFESSIONAL LEGAL SERVICES THROUGH 2/29/24		

7700-1177717	CALIFORNIA ELECTRIC SUPPLY Invoice	04/25/2024 ELECTRICAL SUPPLIES FOR EV SWEEPER	325.86	103461
87954	CANNON Invoice	04/25/2024 MAR24 DESIGN SERVICE-700 LINDEN AVE	550.00	103462
INV0005574 INV0005575	CARPINTERIA UNIFIED SCHOOL DISTRICT Invoice Invoice	04/25/2024 CHECK REQUEST & PROJECT CLOSE OUT CHECK REQUEST & PROJECT CLOSE OUT	5,932.41	103463
INV0005573	CARPINTERIA VALLEY BAPTIST CHURCH Invoice	04/25/2024 CHECK REQUEST & PROJECT CLOSE OUT	1,847.50	103464
533948 534020 534259 534485 534594	CARPINTERIA VALLEY LUMBER CO Invoice Invoice Invoice Invoice Invoice	04/25/2024 SUPPLIES FOR ELECTRICAL INSTALLATION FOR SHOP ELECTRICAL REPAIR SUPPLIES FOR SHOP GLOVES FOR HHW DAY SUPPLIES FOR EV SWEEPER HARDWARE MATERIAL FOR CARPINTERIA AVE. SIGN	286.88	103465
INV0005576	CARPINTERIA WELLNESS CENTER Invoice	04/25/2024 CHECK REQUEST & PROJECT CLOSE OUT	22.24	103466
61031 61078 61086 61088 61089	COASTAL VIEW NEWS Invoice Invoice Invoice Invoice Invoice	04/25/2024 BLUFFS RESTORATION DAY AD 3/28/24 HOUSEHOLD GOODS & HAZARDOUS WASTE DAY AD 4/11/24 SANTA MONICA CREEK TRAIL RESTORATION AD 4/11/24 NOTICE INVITING BIDS AD 4/11/24 NOTICE OF PUBLIC HEARING AD 4/11/24	1,567.00	103467
INV0005577	DAKO NORTH AMERICA Invoice	04/25/2024 CHECK REQUEST & PROJECT CLOSEOUT	1,035.98	103468
INV1307345	DASH MEDICAL GLOVES Invoice	04/25/2024 BLACK NITRILE EXAM GLOVES FOR SHOP	100.28	103469
INV0005611	DIANA BELTRAN Invoice	04/25/2024 VETS. BUILDING RES. & CLEANING REFUND 3/9/24	308.25	103470
281701	DOCUPRODUCTS Invoice	04/25/2024 CANON DX4751I/C57601I COPIER METER CHARGES Q1 24	373.92	103471
05434	ENCOMPASS CONSULTANT GROUP INC Invoice	04/25/2024 MAR24 PAVEMENT MAINTENANCE	3,462.50	103472
150014327	GRACENOTE Invoice	04/25/2024 APR24 LISTING DISTRIBUTION SERVICES-GATV	75.65	103473
APR24 PREMIUMS	GUARDIAN Invoice	04/25/2024 APR24 PREMIUMS	9,202.21	103474
E5A06S	HAAKER EQUIPMENT COMPANY Invoice	04/25/2024 3/13/24-4/9/24 HAAKER STREET SWEEPER RENTAL	11,772.00	103475
INV0005579	INVESTEC Invoice	04/25/2024 CHECK REQUEST & PROJECT CLOSE OUT	473.70	103476
INV0005581	JADE CAPITAL Invoice	04/25/2024 CHECK REQUEST & PROJECT CLOSE OUT	2,746.44	103477
INV0005580	JAMIE MCELVAIN Invoice	04/25/2024 CHECK REQUEST & PROJECT CLOSE OUT	2,793.94	103478
INV0005553	JAYNE DIAZ Invoice	04/25/2024 MAY24 MEDICAL REIMBURSEMENT	712.14	103479
INV0005582	KEITH MILLHOLLIN Invoice	04/25/2024 CHECK REQUEST & PROJECT CLOSE OUT	371.81	103480
INV0005554	LARRY DRIGGERS Invoice	04/25/2024 MAY24 MEDICAL REIMBURSEMENT	712.14	103481
INV0005583	LARS OLSON Invoice	04/25/2024 CHECK REQUEST & PROJECT CLOSE OUT	149.41	103482

7875	LIEBERT CASSIDY WHITMORE Invoice	04/25/2024 TRAINING WEBINAR FOR T. ILASIN 4/16/24	75.00	103483
INV0005610	LUIS ZAMORA Invoice	04/25/2024 VETS. BUILDING RES. & CLEANING REFUND 3/30/24	287.62	103484
INV0005584 INV0005586	M3 MULTIFAMILY LLC Invoice Invoice	04/25/2024 CHECK REQUEST & PROJECT CLOSE OUT CHECK REQUEST & PROJECT CLOSE OUT	3,003.43	103485
6093160	MARBORG INDUSTRIES Invoice	04/25/2024 MAR24 FENCE WORK FOR DOG PARK	4,495.00	103486
INV0005555	MARY ANN COLSON Invoice	04/25/2024 MAY24 MEDICAL REIMBURSEMENT	712.14	103487
INV0005587 INV0005588	MBJ HOMES INC Invoice Invoice	04/25/2024 CHECK REQUEST & PROJECT CLOSE OUT CHECK REQUEST & PROJECT CLOSE OUT	3,472.24	103488
INV0005585	MIRAMAR GROUP Invoice	04/25/2024 CHECK REQUEST & PROJECT CLOSE OUT	3,940.88	103489
521361515 521361516 521361518 521361519 521410368 521410369	MISSION UNIFORM SERVICE Invoice Invoice Invoice Invoice Invoice Invoice	04/25/2024 TOWEL & MAT REPLACEMENT-POOL 4/8/24 MAT REPLACEMENT, UNIFORM CLEANING 4/8/24 TOWEL & MAT REPLACEMENT FOR CITY HALL 4/8/24 TOWEL & MAT REPLACEMENT- VETS HALL 4/8/24 MAT REPLACEMENT, UNIFORM CLEANING 4/15/24 TOWEL & MAT REPLACEMENT FOR CITY HALL 4/15/24	443.38	103490
00011815	MSH Invoice	04/25/2024 8 BALES OF SANDBAGS	7,075.63	103491
01352DA24110373 01352DA24116836 01352DA24116837	OVERDRIVE INC. Invoice Invoice Invoice	04/25/2024 APR24 EBOOK/AUDIOBOOKS FOR LIBRARY APR24 EBOOK/AUDIOBOOKS FOR LIBRARY APR24 EBOOK/AUDIOBOOKS FOR LIBRARY	367.86	103492
403292	POLICORE INC. Invoice	04/25/2024 IT SERVICES-CITY HALL MAR24	6,497.72	103493
INV0005589	PROCORE Invoice	04/25/2024 CHECK REQUEST & PROJECT CLOSE OUT	1,582.49	103494
270853	R J THOMAS MANUFACTURING COMPANY INC Invoice	04/25/2024 BENCH FOR DOG PARK	1,444.79	103495
INV0005590	RAINER SCHILDKNECHT Invoice	04/25/2024 CHECK REQUEST & PROJECT CLOSE OUT	172.73	103496
16640	REGIONAL GOVERNMENT SERVICES Invoice	04/25/2024 MAR24 CONTRACTED HR SERVICES SUPPORT	196.13	103497
44239 44258	ROCKWELL PRINTING Invoice Invoice	04/25/2024 RECYCLE & FOOD WASTE LABELS ENGRAVED NAMEPLATE FOR RYAN KINTZ	1,306.37	103498
INV0005592	ROSEMARY OLIVAS Invoice	04/25/2024 CHECK REQUEST & PROJECT CLOSE OUT	3,664.67	103499
INV0005591	ROSS AND HEDI ROBINS Invoice	04/25/2024 CHECK REQUEST & PROJECT CLOSE OUT	2,887.68	103500
2911-01-0324	RRM DESIGN GROUP Invoice	04/25/2024 APR24 FRANKLIN CREEK TRAIL IMPROVEMENT	3,265.00	103501
INV0005594	S&S SEEDS Invoice	04/25/2024 CHECK REQUEST & PROJECT CLOSE OUT	647.47	103502
2082	SANTA BARBARA COUNTY SHERIFFS DEPT Invoice	04/25/2024 APR24 CONTRACTED LAW ENFORCEMENT SERVICES	522,357.00	103503

26997	SANTA BARBARA PEST CONTROL Invoice	04/25/2024 APR24 PEST CONTROL AT POOL	95.00	103504
INV0005602	SANTA BARBARA SWIM CLUB Invoice	04/25/2024 MAY 2024 SBSC SWIM MEET	319.50	103505
INV0005595	SCOTT SMIGEL Invoice	04/25/2024 CHECK REQUEST & PROJECT CLOSE OUT	1,983.11	103506
139917928-001	SITEONE LANDSCAPE SUPPLY (ALL AROUND) Invoice	04/25/2024 SUPPLIES FOR EV SWEEPER ELECTRICAL WORK REPAIR	182.91	103507
139960333-001	Invoice	CONDUIT FOR STREET SWEEPER		
140068640-001	Invoice	BOOTS FOR PUBLIC WORKS STAFF		
140196593-001	Invoice	COUPLING SOCKET FOR EV SWEEPER		
6001050130	STAPLES ADVANTAGE Invoice	04/25/2024 COPY PAPER	214.59	103508
6001069543	Invoice	BLACK TONER FOR PRINTER		
INV0005593	STEVEN AND PATTY HILL Invoice	04/25/2024 CHECK REQUEST & PROJECT CLOSE OUT	293.74	103509
INV0005564	THE HOLLYWORKSHOP Invoice	04/25/2024 CITY HALL CAMPUS IMPROVEMENTS PROJECT	1,477.17	103510
INV0005596	THOM VERNON Invoice	04/25/2024 CHECK REQUEST & PROJECT CLOSE OUT	150.53	103511
INV0005597	THOMAS VENEYCK Invoice	04/25/2024 CHECK REQUEST & PROJECT CLOSE OUT	19.49	103512
47012	TRAFFIC TECHNOLOGIES LLC Invoice	04/25/2024 RAIN SUITS FOR PUBLIC WORKS STAFF	1,199.02	103513
47015	Invoice	PLASTIC SIGNS FOR HHW DAY		
198169	TRI-CO REPROGRAPHICS Invoice	04/25/2024 SCANNING LARGE FORMAT,FILE RENAME 4/09/24	474.48	103514
198174	Invoice	SCANNING SMALL FORMAT,FILE RENAME 4/09/24		
198392	Invoice	SCANNING SMALL FORMAT 4/11/24		
198439	Invoice	SCANNING SMALL FORMAT,FILE RENAME 4/12/24		
198440	Invoice	SCANNING SMALL FORMAT,FILE RENAME 4/12/24		
198441	Invoice	SCANNING SMALL FORMAT,FILE RENAME 4/12/24		
198442	Invoice	SCANNING SMALL FORMAT,FILE RENAME 4/12/24		
198443	Invoice	SCANNING LARGE FORMAT,FILE RENAME 4/12/24		
198444	Invoice	SCANNING SMALL FORMAT,FILE RENAME 4/12/24		
198445	Invoice	SCANNING SMALL FORMAT,FILE RENAME 4/12/24		
198447	Invoice	SCANNING LARGE FORMAT,FILE RENAME 4/12/24		
198504	Invoice	SCANNING LARGE FORMAT,FILE RENAME 4/15/24		
202400077	UNITED PET CARE Invoice	04/25/2024 APR24 INSURANCE PREMIUMS	35.00	103515
INV0005599	WALTER BLUM Invoice	04/25/2024 CHECK REQUEST & PROJECT CLOSE OUT	549.71	103516
213151	WEST COAST ARBORISTS INC Invoice	04/25/2024 TREE MAINTENANCE 3/16/24-3/31/24	6,854.00	103517
59481937	WESTERN EXTERMINATOR COMPANY Invoice	04/25/2024 APR24 PEST CONTROL AT VETS HALL 4/8/24	82.05	103518
INV0005598	WILLIAM STAPLETON Invoice	04/25/2024 CHECK REQUEST & PROJECT CLOSE OUT	150.00	103519
INV0005600	WINDFRED B VAN WINGERDEN Invoice	04/25/2024 CHECK REQUEST & PROJECT CLOSE OUT	5,575.32	103520
INV0005601	XORIM BALBES Invoice	04/25/2024 CHECK REQUEST & PROJECT CLOSE OUT	3,537.13	103521
Q1 JAN-MAR 2024	AJA FORNER Invoice	05/02/2024 LIBRARY ADVISORY COMMISSION STIPEND JAN-MAR24	90.00	103522

1FHX-NM4N-FYC6	AMAZON CAPITAL SERVICES INC	05/02/2024	141.42	103523
1HR3-MFQ3-7QW6	Invoice PORTABLE CHARGERS FOR NATALIA			
1M66-VY6R-FTV9	Invoice ZIP BOOKS-C. COMMUNITY LIBRARY			
1RJY-QNQW-3T31	Invoice DOG BAG BOX LABELS			
1VR1-QHH9-M963	Invoice POWER CORD REPLACEMENT FOR COMPUTER			
	Invoice TRASH CAN FOR PUBLIC WORKS BREAKROOM			
2038211537	BAKER & TAYLOR LLC	05/02/2024	171.23	103524
2038211538	Invoice BOOKS FOR LIBRARY			
	Invoice BOOKS FOR LIBRARY			
IN3077098	BASIC	05/02/2024	152.40	103525
	Invoice APR24 MONTHLY FSA ADMIN FEE			
641037	BIG GREEN CLEANING COMPANY	05/02/2024	14,793.00	103526
642545	Invoice FEB24 CONTRACTED CLEANING SERVICES AT SEASIDE			
643069	Invoice FEB24 CONTRACTED CLEANING SERVICES AT VETS HALL			
645059	Invoice MAR24 CONTRACTED CLEANING SERVICES			
	Invoice APR24 CONTRACTED CLEANING SERVICES			
1395	BLUESTUDIO INC	05/02/2024	4,200.00	103527
	Invoice PROFESSIONAL SERVICES-LINDEN S DESIGN THRU 4/15/24			
726711	CA DEPT OF JUSTICE	05/02/2024	32.00	103528
	Invoice MAR24 FINGERPRINT APPLICATIONS			
SL240830	CALTRANS	05/02/2024	5,974.62	103529
	Invoice JAN24-MAR24 SIGNALS & LIGHTING BILLINGS			
87942	CANNON	05/02/2024	4,899.58	103530
	Invoice MAR24 CARPINTERIA LIBRARY IMPROVEMENTS PROJECT			
32422458	CANON FINANCIAL SERVICES INC	05/02/2024	1,249.52	103531
	Invoice APR24 MAINT & SERVICE CANON PRINTERS			
INV0005639	CITY OF SANTA BARBARA CD-RHMP	05/02/2024	4,507.75	103532
	Invoice FY23/24 Q3 RENTAL HOUSING MEDIATION PROGRAM			
61112	COASTAL VIEW NEWS	05/02/2024	144.00	103533
	Invoice UPDATE USER FEE SCHEDULE AD 4/18/24			
51632565	CROCKER GROUP CORP	05/02/2024	140.00	103534
	Invoice REFRIGERATOR MAINTENANCE FOR VETS HALL			
7469549	DEMCO INC	05/02/2024	196.57	103535
	Invoice SUPPLIES FOR PROCESSING AT LIBRARY			
22404871	DEWBERRY ENGINEERS INC.	05/02/2024	9,100.55	103536
	Invoice FEB-MAR24 CARPINTERIA AVENUE BRIDGE REPLACEMENT			
INV0005620	GRANT GIBSON	05/02/2024	625.00	103537
	Invoice JUNIOR LIFEGAURD PROGRAM REFUND			
6456Apr24	INFOARMOR INC	05/02/2024	81.75	103538
	Invoice APR24 IDENTITY THEFT EMPLOYEE PREMIUMS			
00308-02-054025	LESLIE'S POOL SUPPLIES INC	05/02/2024	381.78	103539
	Invoice CHEMICALS FOR POOL 4/16/24			
264095	LIEBERT CASSIDY WHITMORE	05/02/2024	631.50	103540
	Invoice PROFESSIONAL LEGAL SERVICES THROUGH 3/31/24			
403	MELINDA BIE	05/02/2024	300.00	103541
	Invoice DTBAB MAP-CITY PORTION-FEB-MAR24			
521448800	MISSION UNIFORM SERVICE	05/02/2024	250.30	103542
521448801	Invoice TOWEL & MAT REPLACEMENT-POOL 4/22/24			
521448803	Invoice MAT REPLACEMENT, UNIFORM CLEANING 4/22/24			
521448804	Invoice TOWEL & MAT REPLACEMENT FOR CITY HALL 4/22/24			
	Invoice TOWEL & MAT REPLACEMENT- VETS HALL 4/22/24			
85951	MNS ENGINEERS INC	05/02/2024	397.50	103543
	Invoice MAR24 SURVEY FOR 4905 8TH ST. ZINS			

1195	ON TRACK SOLUTIONS LLC	05/02/2024	11,100.00	103544
	Invoice PROJECT REVIEW MEETING WITH UPRR			
INV0005622	PEOPLE MAGAZINE	05/02/2024	44.00	103545
	Invoice SUBSCRIPTION FOR 44 ISSUES OF PEOPLE MAGAZINE			
403294	POLICORE INC.	05/02/2024	375.00	103546
	Invoice IT SERVICES-POOL JAN-MAR24			
2024401-8	ROTARY CLUB OF CARPINTERIA	05/02/2024	301.00	103547
	Invoice APRIL-JUNE 2024 MEMBERSHIP			
27871	SANTA BARBARA PEST CONTROL	05/02/2024	215.00	103548
27872	Invoice APR24 PEST CONTROL AT VETS HALL			
	Invoice APR24 PEST CONTROL AT CITY HALL			
139866460-001	SITEONE LANDSCAPE SUPPLY (ALL AROUND)	05/02/2024	118.81	103549
	Invoice PLANTING MIX & TOTE BURLAP FOR BLUFFS RESTORATION			
2505350763	TRANSAMERICA EMPLOYEE BENEFITS	05/02/2024	490.83	103550
	Invoice APR24 EMPLOYEE PREMIUMS			
96492493	WEX BANK (CHEVRON)	05/02/2024	2,153.15	103551
	Invoice APR24 FUEL FOR CITY VEHICLES			
555700246	WSP USA ENVIRONMENT & INFRASTRUCTURE INC.	05/02/2024	2,471.46	103552
	Invoice DUN & SHORELINE PROJECT SERVICES THROUGH 2/2/24			
INV0005640	MISSIONSQUARE	05/02/2024	9,609.99	103553
INV0005641	Invoice MISSIONSQUARE Employee Contributions			
INV0005642	Invoice Deferred Compensation Contribution-Part Time Emp			
INV0005643	Invoice MissionSquareEmployee Contributions			
	Invoice MISSIONSQUARE Employee Contributions			
INV0005644	SEIU LOCAL 620	05/02/2024	258.96	103554
	Invoice Employee Union Dues Contribution			
100000017501024	CalPERS	04/25/2024	501.21	DFT0003251
	Invoice 2024 REPLACEMENT CONTRIBUTIONS			
PR08 04/18/2024	INTERNAL REVENUE SERVICE	04/18/2024	18,835.59	DFT0003252
	Invoice PR08 04/18/24 FEDERAL TAX PAYMENT			
PR08 04/18/2024	EDD-SIT	04/18/2024	6,113.65	DFT0003253
	Invoice PR08 04/18/24 SIT TAX PAYMENT			
PR08 04/18/2024	EDD-SDI	04/18/2024	1,809.59	DFT0003254
	Invoice PR08 04/18/24 SDI TAX PAYMENT			
INV0005571	EDD	04/18/2024	920.00	DFT0003255
	Invoice UNEMPLOYMENT BENEFIT CHARGES 1/1/24-3/31/24			
3/30/24-4/12/24 CLASSIC	CalPERS	04/18/2024	14,046.60	DFT0003256
	Invoice CLASSIC RETIREMENT CONTRIBUTION 3/30/24-4/12/24			
3/30/24-4/12/24 PEPRA	CalPERS	04/18/2024	11,335.34	DFT0003257
	Invoice PEPRA RETIREMENT CONTRIBUTION 3/30/24-4/12/24			
3/30/24-4/12/24 CLASSIC A	CalPERS	04/18/2024	0.01	DFT0003260
	Invoice CLASSIC RETIREMENT CONTRIBUTION 3/30-4/12/24 CORRE			



City of Carpinteria

COUNCIL AGENDA STAFF REPORT May 13, 2023

ITEM FOR COUNCIL CONSIDERATION

Additional appropriations through the Community Services Support Grant program (CSSG) for the current fiscal year (FY) 2023-2024.

STAFF RECOMMENDATION

1. Approve additional appropriations through the Community Services Support Grant program (CSSG) for the current fiscal year (FY) 2023-2024 totaling \$19,000.

Sample Motion: I move to:

1. Approve additional appropriations through the Community Services Support Grant program (CSSG) for the current fiscal year (FY) 2023-2024 totaling \$19,000.
(*This motion requires a roll call vote.*)

BACKGROUND

The Community Services Support Grant (CSSG) program, part of the General Government Department, was created by the City Council to address youth recreation needs during the City's incorporation. Initially focusing on youth services, it has expanded to include health and human services, non-K-12 education, and after-school programs for youth aged 5 to 18 in Carpinteria. For the fiscal year 2023-2024, the City Council allocated \$225,050 to the program, with \$115,250 awarded in grants, leaving an unassigned balance of \$76,100. On March 11, 2024, The City Council approved requests from Carpinteria Chalk Walk (\$8,000) and Alcazar Theater (\$9,750) for community events, leaving a balance of \$58,350. At this time, Council directed staff to seek applications for the remaining funds, prioritizing new organizations, previously funded ones in new categories, or events supporting Council priorities or urgent needs.

DISCUSSION

The City received nine applications for the remaining funds for the fiscal year 2023-2024 after inviting organizations to apply for funding. On May 7, 2024, the Finance Committee, consisting of Mayor Clark and Vice Mayor Alarcon, met to review submitted application

and recommend funding. They specified that event funding from this program should support no or low-cost events for the entire community and not fundraisers.

The awardees for full funding are Seniors Inc. for their Prom event on May 18th (\$1,500) and Carpinteria Children's Project for their Homeless Prevention Program (\$10,000). The awardees for partial funding are Therapy Dogs of Carpinteria for their Carpinteria literacy program (\$5,000) and Carpinteria Education Foundation for Movies in the Park (\$2,500).

POLICY CONSISTENCY

The Community Services Support Grant is an identified program in the Carpinteria Municipal code under section 2.20.040 - General Government Department.

FINANCIAL CONSIDERATIONS

No Additional Funding Requested. The Adopted FY 2023-2024 budget includes a balance of \$58,350 from the initially allocated \$191,350 dollars for CSSG. The total amount was budgeted from the General fund (\$41,350), Measure X (\$144,500) and Measure A (\$5,500).

OPTIONS

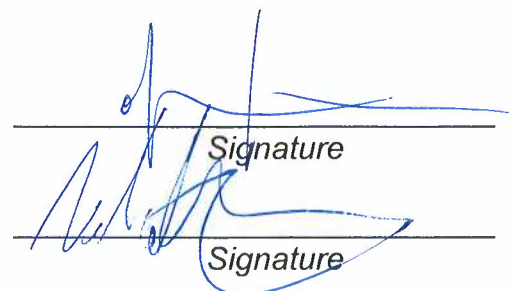
1. Approve Additional appropriations through the Community Services Support Grant program (CSSG) for the current fiscal year (FY) 2023-2024 totaling \$19,000.
2. Approve Additional appropriations through the Community Services Support Grant program (CSSG) for the current fiscal year (FY) 2023-2024 as directed by Council.
3. Do not approve Additional appropriations through the Community Services Support Grant program (CSSG) for the current fiscal year (FY) 2023-2024

ATTACHMENTS

Attachment A: Finance Committee Recommendations for Community Services Support Grant Program Additional Requests FY 23/24

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

FINANCE COMMITTEE RECOMMENDATIONS

Organization	Amount Request	Recommended Amount	Category	Detail	Event Completed	Previous Awardee
Seniors Inc.	\$ 1,500.00	\$ 1,500.00	Events	Seniors Inc of Carpinteria is requesting \$1500 to organize their Senior Prom, scheduled for May 18th at Girls Inc Gym, expecting 200 participants aged 55 and above.	no	no
Carpinteria Community Association (CCA)	\$ 5,000.00	0	Events	The Carpinteria Awards Banquet celebrates the Carpinterian of the Year and Junior Carpinterian of the Year, along with recognizing outstanding members of service organizations. Grant funding supports the Jr. Carpinterian of the Year scholarship fund, providing over \$16,000 in scholarships to finalists.	yes	no
The Rotary of Carpinteria	\$ 5,000.00	0	Events	The Rotary of Carpinteria's grant request aims to fund music education programs in the Carpinteria Unified School District, including instruments, uniforms, scholarships, and lessons, as well as community grants for Youth Arts, Athletics, and Theatre Programs. They seek \$5,000 for these initiatives, with their Rotary Talent Showcase event serving as a successful fundraising avenue which was held Saturday April 20, 2024.	yes	no
Therapy Dogs of Santa Barbara	\$ 8,500.00	\$ 5,000.00	Community Collaboration	The Therapy Dogs of Santa Barbara are requesting a grant of \$8,500 from the City of Carpinteria to support their youth wellness and literacy programs, including ARF! Literacy, Wag Well, and Therapy Dog visits to schools, senior care facilities, and community organizations. The funding will allow them to expand their programs into the Carpinteria area and partner with schools, libraries, and organizations to provide these services to underserved communities.	ongoing	no

FINANCE COMMITTEE RECOMMENDATIONS

United Boys & Girls Club of Carpinteria	\$ 10,000.00	\$ 0	Events	The 40th Annual Carpinteria Auction & Dinner is seeking a sponsorship of \$10,000 from the City of Carpinteria for their event, which is expected to raise a total of \$100,000 in income and have \$41,264 in expenses, resulting in an expected profit of \$58,736.	no	yes
Carpinteria Childrens Place (CCP)	\$ 10,000.00	\$ 10,000.00	Community Collaboration	The Homelessness Prevention Program at Carpinteria Children's Project provides support to local families with children under 18 facing homelessness. The program, funded by the grant, aims to address housing challenges through early intervention, tailored resource navigation, temporary housing assistance, and a comprehensive network of support services, fostering long-term resilience within the community.	ongoing	yes
The Alcazar	\$ 3,250.00	\$ 0	Events	Meet the City event for Carpinteria residents to meet new staff in a panel at The Alcazar Theater	no	yes
Carpinteria Education Foundation (CEF)	\$ 5,000.00	\$ 2,500.00	Events	The Carpinteria Education Foundation is requesting a \$5000 for the 2024 Carpinteria Movies in the Park summer series. The goal of the program is to provide free open-air movies to the community, serving approximately 100-300 individuals weekly for 6 consecutive weeks and supporting Carpinteria Unified School district programs.	no	no
Lynda Fairly Carpinteria Arts Center	\$ 1,500.00	\$ 0	Events	The Lynda Fairly Carpinteria Arts Center is seeking funding for their Teen Mural Project through the fiscal year 23-24 Community Events grant. The project involves a public mural creation event for teens. June 12, 2024.	no	yes
	\$ 49,750.00	\$ 19,000.00				

Highlighted section denotes recommended funding by the Finance Committee



City of Carpinteria

COUNCIL AGENDA STAFF REPORT May 13, 2024

ITEM FOR COUNCIL CONSIDERATION

Rental of Street Sweeping Equipment.

STAFF RECOMMENDATION

1. Authorize the City Manager to execute a rental agreement with Haaker Equipment Company for street sweeping equipment in an amount not to exceed \$70,700.
2. Appropriate \$70,700 for rental of street sweeping equipment and maintenance.
3. Appropriate \$8,000 for maintenance of street sweeping equipment.

Sample Motion: I move to authorize the City Manager to execute a rental agreement with Haaker Equipment Company for street sweeping equipment in an amount not to exceed \$70,700 and appropriate \$78,700 for rental of street sweeping equipment and maintenance.

(This motion requires a roll call vote.)

BACKGROUND

The City's Street Sweeping Program provides for street sweeping services of all City streets, which consists of approximately 32.2 curb miles including commercial and residential districts. On July 24, 2023, the City Council authorized the City Manager to purchase an electric street sweeping equipment by Global Environmental Products from Terry Equipment, Inc. in an amount not to exceed \$732,847. Staff evaluated interim options to continue street sweeping services while awaiting delivery of the new electric street sweeping equipment, and staff determined equipment rental to be the most feasible solution. On August 28, 2023, the City Council authorized the City Manager to execute a rental agreement with Haaker Equipment Company in an amount not to exceed \$94,176 for an 8-month rental period towards a diesel-powered street sweeping equipment.

The purpose of this agenda matter is to authorize the City Manager to execute a rental agreement with Haaker Equipment Company for street sweeping equipment in an amount not to exceed \$70,700 and appropriate \$78,700 for rental of street sweeping equipment and maintenance.

DISCUSSION

On April 5, 2024, Terry Equipment Inc. informed staff about the initial delivery schedule being delayed due to supply chain issues. Consequently, the delivery schedule is now revised to October 2024. Staff determined the equipment rental from Haaker Equipment Company continues to be the most feasible solution at a monthly rate of \$11,722 (base rate of \$10,800 and sales tax of \$922). A copy of the proposed rental agreement, which includes the rental fees, from Haaker Equipment Company is shown as Attachment A. The rental would be on a monthly basis, and staff estimates a 6-month rental period which accounts for the revised delivery schedule. The City, as operator, would still be responsible for basic maintenance which includes replacing the brooms, cleaning the sweeper hopper and water filter, and lubing, all of which is estimated to cost \$8,000 for a 6-month rental period. Total costs including sales tax and maintenance would be approximately \$78,700. The rental agreement would still include equipment training, major maintenance service, and technical support by Haaker Equipment Company. The proposed product model is Broom Bear Sweeper, and a copy of the product brochure is shown as Attachment B. The rental would ensure the continuation of this City essential service without interruption.

POLICY CONSISTENCY

The recommendation is consistent with the NPDES Phase II Small MS4 Permit¹ and the City's interest in maintaining streets and other public property in a manner that is safe, minimizes negative impacts on the environment, including, in particular, creeks, the salt marsh, and ocean waters, and aesthetically pleasing.

FINANCIAL CONSIDERATIONS

\$26,300 Increase to Fiscal Year 2023-24 Budget (AB 939 Solid Waste Fund) and \$26,300 Increase to Fiscal Year 2023-24 Budget (General Fund). Increase in operating expenditures for the fund will be offset by a transfer from the General Fund – 101-999-5913 (To AB939 211).

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The recommendation is in accordance with Carpinteria Municipal Code Chapter 3.32 (Purchasing System).

¹ National Pollutant Discharge Elimination System (NPDES) General Permit for Waste Discharge Requirements for Storm Water Discharges from Small Municipal Separate Storm Sewer Systems

OPTIONS

1. Authorize the City Manager to execute a rental agreement with Haaker Equipment Company for street sweeping equipment in an amount not to exceed \$70,700 and appropriate \$78,700 for rental of street sweeping equipment and maintenance. (Staff recommendation)
2. The City Council could choose not to accept the staff recommendation or provide direction to staff as appropriate. The price in the quote would be subject to increase should the rental be postponed. Further, the essential service of street cleaning would be at risk due to a lack of equipment or outside vendor to provide service.

PRINCIPAL PARTIES EXPECTED AT MEETING

None.

ATTACHMENTS

Attachment A: Rental Agreement
Attachment B: Street Sweeping Equipment Rental Brochure

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

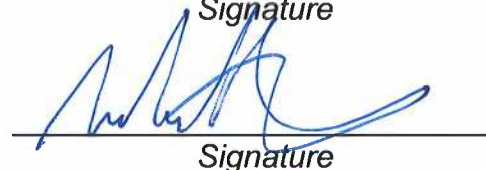
Reviewed by:

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


Signature

Reviewed by:

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


Signature

ATTACHMENT A
Rental Agreement

HAAKER

EQUIPMENT COMPANY

SALES REP: BF CUSTOMER # 3858 BRANCH # 5 UNIT # F1928 EQUIP # 79229

RENTAL AGREEMENT

CUSTOMER: Carpinteria, City of
ADDRESS: 5775 Carpinteria Ave
CITY/STATE/ZIP: Carpinteria, CA 93013
MAILING ADDRESS: _____
CONTACT: Stephen Downes
TELEPHONE: 805-755-4444

PO#: _____
START DATE: _____
EQUIPMENT DESTINATION: City Hall
CONTACT & TELEPHONE: _____

MACHINE & RATE INFORMATION

MACHINE/SERIAL #: Broom Bear 4mt 11928
VIN #: 1FVACWE2PTNK4039
DAILY RATE: \$ 1100.00
WEEKLY RATE: \$ 3600.00
MONTHLY RATE: \$ 10800.00
FUEL CHARGE PER GALLON: \$ 10.00
DEF CHARGE PER GALLON: \$ 22.00
RATE OF REPAIR (if damaged): \$ 176 In shop rate / \$ 188 In field rate
DELIVERY CHARGE: \$ 125 Per Hour / Per Driver
CLEANING FEE: \$ 150 Per Hour

DELIVERY INFORMATION

WILL CALL OR DELIVERED BY: _____
ENGINE HOURS: _____ AUX HOURS: _____
BLOWER: _____ PUMP: _____
MILES: _____

PICKUP INFORMATION

WILL CALL OR PICKUP BY: _____
ENGINE HOURS: _____ AUX HOURS: _____
BLOWER: _____ PUMP: _____
MILES: _____

INSURANCE REQUIREMENTS

CERTIFICATE OF INSURANCE RECEIVED YES / NO CURRENT CERTIFICATE OF INSURANCE EXPIRES 6-30-24
EQUIPMENT REPLACEMENT VALUE \$ 400,000

SUMMARY OF CONDITIONS (see reverse side) LESSEE ACKNOWLEDGES RESPONSIBILITY FOR

- * ALL RISK DURING TERM OF RENTAL
- * DAMAGE TO EQUIPMENT DURING TRANSPORTATION
- * TIRE DAMAGE BEYOND NORMAL WEAR (ie: FLAT TIRES)
- * LUBRICATION/MFG RECOMMENDED MAINTENANCE
- * LESSOR COOPERATES WITH ALL FEDERAL, STATE, AND LOCAL LAW ENFORCEMENT OFFICIALS NATIONWIDE TO PROVIDE THE IDENTITY OF CUSTOMERS WHO OPERATE THIS RENTAL COMMERCIAL MOTOR VEHICLE
- * ADDITIONAL CHARGES OF \$100.00 PER HOUR WILL APPLY FOR EVERY HOUR OVER 8 HOURS/DAY OR 40 HOURS/WEEK
- * IF VEHICLE HAS APPORTION PLATES A TRIP LOG MUST BE COMPLETED AND FUEL RECEIPTS SUBMITTED - SEE TERMS AND CONDITIONS
- * WILL THIS VEHICLE BE TRANSPORTING HAZARDOUS MATERIALS: YES / NO CUSTOMER DOT/STATE # _____
- * RED DIE DIESEL IS NOT ALLOWED IN TRUCKS
- * NO MODIFICATIONS TO EQUIPMENT ALLOWED - SEE TERMS AND CONDITIONS

WALK-AROUND ADDENDUM

* I HAVE CHECKED THE ABOVE UNIT AND ACKNOWLEDGE THAT I HAVE BEEN INSTRUCTED BY A HAAKER REPRESENTATIVE AND UNDERSTAND AND WILL COMPLY WITH ALL OF THE PROCEDURES AND SAFETY MEASURES ABOVE. I WILL DELIVER THE RENTED EQUIPMENT TO THE SERVICE CENTER IN AS GOOD CONDITION

NOTES: _____

CHECK-OUT

HAAKER SIGNATURE

CUSTOMER PRINT NAME

CUSTOMER SIGNATURE CHECK-OUT

DATE & TIME

CHECK-IN

HAAKER SIGNATURE

CUSTOMER PRINT NAME

CUSTOMER SIGNATURE CHECK-IN

DATE & TIME

Haaker Headquarters
2070 N. White Ave.
La Verne, CA 91750
909-598-2706

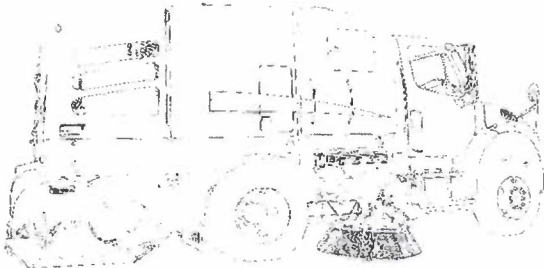
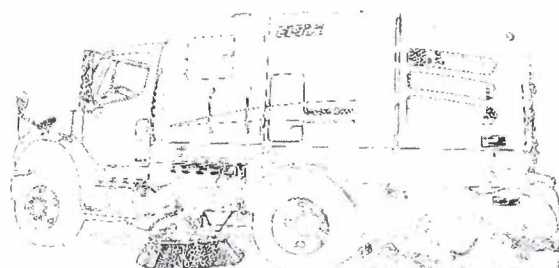
San Diego Branch
9465 Mission Park Pl.
Santee, CA 92071
619-798-4153

Central Valley Branch
4490 South K St.
Tulare, CA 93274
559-220-8897

Las Vegas Branch
4645 Copper Sage St.
Las Vegas, NV 89115
702-639-0156

Phoenix Branch
2939 W. Windsor Ave.
Phoenix, AZ 85009
602-266-8214



CHECK OUT				CHECK IN			
UNIT SERIAL #: <u>4MTH11928</u>		CUSTOMER: <u>Carpinteria, City of</u>		NEXT SERVICE 500 HOURS			
ODOM				ODOM			
ENGINE				ENGINE			
AUX ENG		BIT INSPECTION DUE:		AUX ENG			
CHECK OUT		NO MODIFICATIONS TO EQUIPMENT ALLOWED - SEE TERMS AND CONDITIONS				CHECK IN	
NAME:		Initials 				NAME:	
GOOD	NEEDS REPAIR	QTY					GOOD
							NEEDS REPAIR
							QTY
			DOT COMPLIANT - CLASS B LICENSE/INSURANCE				
			STICKERS: LUBE/DOT INSP/STATE INSP - LICENSE PLATE				
			CAB BOOK: INS CARD/DOT & TANK INSP/VERIFY CLASS B LICENSE				
			CLEAN: CAB INTERIOR / TRUCK EXTERIOR / HOPPER EMPTY				
			CAB INTERIOR: SEATS / CONTROLS / GAUGES / DASH / MIRRORS				
F	3/4	1/2	1/4	E	FUEL LEVEL		COST PER GALLON: \$10.00 (incl labor & current diesel cost)
F	3/4	1/2	1/4	E	DEF LEVEL		COST PER GALLON: \$22.00 (incl labor & current DEF cost)
					CNG FUEL LBS		
					CHECK TIRES		
					TEST SPRAYERS		
					CHECK LIGHTS		
					MAIN BROOM WEAR		YES / NO 25% 50% 75% 100%
					GUTTER BROOM WEAR		YES / NO 25% 50% 75% 100%
LOOSE ITEMS: CIRCLE YES OR NO IF THEY ARE GIVEN AT THE TIME OF DELIVERY, UPON RETURN IF THEY ARE MISSING PLEASE HIGHLIGHT.							
YES / NO	HYDRANT WRENCH (1)		YES / NO	FLARE KIT/TRIANGLES		YES / NO	WASH DOWN GUN
YES / NO	HYDRANT HOSE (1)		YES / NO	GREASE GUN / AUTO LUBE		YES / NO	BLOCKER PLATE FOR INLET
YES / NO	FIRE EXTINGUISHER		YES / NO	GREASE TUBES		YES / NO	VAC WAND KIT
YES / NO	OPERATORS MANUAL		YES / NO	PICTURES		YES / NO	
VIDEO (AND SNAP SHOT IF DAMAGE IS PRESENT)							
COMMENTS: CHECK OUT				COMMENTS: CHECK IN			
							
TECHNICIAN SIGNATURE				TECHNICIAN SIGNATURE			
CUSTOMER SIGNATURE				CUSTOMER SIGNATURE			
CUSTOMER PRINT				CUSTOMER PRINT			
DATE:		TIME:		DATE:		TIME:	

PINK - Customer Copy at Delivery

Terms and Conditions

Lessor rents to lessee the equipment described on the reverse side, subject to the provisions herein. Lessee refers to the person signing this agreement, his employer or partner, and any other person or organization to whom charges are to be billed, all of whom shall be jointly and severally liable hereunder.

OWNERSHIP- the equipment is the property of lessor and is to be returned to the place where rented at the end of the rental term in the same general condition as when received, excepting ordinary wear and tear. If lessee fails to make any payment when due, attempts to sell or encumber the equipment ceases operation, institutes or has instituted or has instituted against him proceedings under bankruptcy or insolvency law, makes an assignment for the benefit of creditors, or fails to comply with any other provision of this rental agreement; or if any attachment execution, writ or process is levied against the equipment or any of lessee's property, or if for any reason lessor deems itself insecure or the equipment unsafe, lessee agrees to deliver the equipment to lessor on demand and lessor may enter on any job, building or place where the equipment is located and take possession thereof without notice to lessee and this rental agreement shall thereupon terminate at the option of the lessor. In the event of any such action, lessee agrees to pay all guaranteed rentals and all other rentals due, damages for any injury to the equipment, costs of removal from the lessee's possession and all transportation and other charges incurred. If legal action is required to enforce lessee's obligation hereunder, lessee agrees to pay the costs thereof including reasonable attorney's fees paid by lessor.

TERMS- Lessee shall pay all rental, time, mileage, service, transportation, refueling and other charges in accordance with this agreement, all sales and use taxes and expenses, the stipulated rental rate entitles lessee to 40 hours/week, 160 hours/month operation. Excess usage will be prorated from the stipulated rental rate and this, plus taxes, will be charged. Lessor shall have a lien, as allowed by law, for charges incurred hereunder upon premises and improvements upon which equipment is employed. Rentals are payable to the office shown on this agreement unless otherwise specified. Lessee pays all shipping, loading and unloading, and assembling and dismantling expense.

USE- Equipment shall be used solely in customer's business and only within its rated capacity by competent personnel in a safe and careful manner. Equipment shall not be used: to carry persons for hire; to carry persons other than drivers or helpers employed by lessee (and these shall be carried within the cab) and then only if such carriage is lawful; to transport property for hire unless lessee obtains all necessary permits and licenses; in violation of any law or ordinance or in any speed contest; for the carrying or hauling of explosives or other hazardous material. If equipment is used in violation of the paragraph, or is obtained from lessor by fraud or misrepresentation, or if used in furtherance of any illegal purpose, all use of equipment is without lessor's permission.

MAINTENANCE- Lessee shall perform and pay for all normal periodic service, adjustments and lubrications of equipment before each shift, such as; checking and maintaining proper levels in crankcase, transmission, final drives, elevator gear box, radiator, tire pressure and batteries. If equipment fails to operate properly or if it needs repair, lessee shall cease using immediately and notify lessor.

INSURANCE- All loss or damage to equipment from any cause whatever while on rental or in lessee's care, custody and control, whether or not due to fault of lessee, including but not limited to lessee's negligence, fire, flood, theft, comprehensive losses, collision and upset and Acts of God shall be the sole responsibility of lessee and shall be paid to lessor promptly upon receipt of invoice. Lessee further agrees, at this sole cost and expense, to secure and maintain in force during the entire term of this agreement, insurance satisfactory to lessor for the benefit of the lessor against all the foregoing risks to the extent it is available at commercial rates. In this regard, lessee shall, at his expense and during the term hereof, maintain in force a policy of public liability and property damage insurance with bodily injury and death liability limits of \$300,000 for each person in each accident, \$1,000,000 limit for all persons in each accident and property damage liability limits of \$500,000 on a primary and not excess or contributory basis, against its liability for damage sustained by any person or persons, including but not limited to employees of lessee as a result of the maintenance, ownership, use operation, storage, erection, dismantling, servicing or transportation of such equipment. Lessee shall, on demand, furnish lessor a certificate of such insurance which may not be canceled or materially modified except on twenty (20) days prior written notice to lessor. Lessee agrees to abide by the provisions of said policy and to notify lessor and the insurer of any accident or occurrence involving equipment immediately by telephone and thereafter to promptly report to them in writing all information relevant thereto. Lessee, its agents and employees shall cooperate fully with lessor and insurer in the investigation, prosecution and or defense of any claim or suit and shall do nothing to impair or invalidate the applicable insurance coverage. Lessor's acquiescence in lessee's certificate(s) of insurance shall not be a waiver of lessee's insurance obligations hereunder. Lessee shall also keep the equipment insured for its total present value against any loss or damage through accident, fire, weather condition, theft or malicious destruction and any other insurable risks. Lessee shall defend, indemnify and hold harmless lessor, its subsidiary and affiliated companies, their officers, agents and employees, against all loss, and expense, including reasonable attorney's fees, by reason of bodily injury, including death and property damage, sustained by person or persons, including but not limited to employees of lessee as a result of the maintenance, ownership, use, operation, storage, erection, dismantling, servicing or transportation of equipment, whether such bodily injury, death or property damage are due or claimed to be due to any negligence of lessor, employees or agents of lessor or any other person.

REGULATIONS- Lessee shall, at this expense, comply with all local, state and federal laws and regulations affecting equipment and its use, operations, erection, dismantling and transportation, including licensing and building code requirements and shall defend, indemnify and hold harmless lessor from all loss, liability or expense resulting from actual or asserted violations of any such laws, requirements or regulations. Lessor must comply with all USDOT Federal Motor Carrier Safety Administration regulations. Lessor must display the identification number issued to the renting motor carrier by the FMCSA, preceded by the letters USDOT. THIS RENTAL AGREEMENT MUST BE KEPT WITH THE VEHICLE AT ALL TIMES

RENTAL CONTRACT- This is a rental contract only and lessee cannot assign it. Lessee is not an agent or employee of lessor for any purpose. Lessee shall not suffer any liens or incumbrances to attach to equipment and shall defend, indemnify and hold lessor harmless from all loss, liability and expense by reason thereof. Use of equipment by others than lessee or its employees, approved in writing in advance by lessor, shall be at lessee's sole risk. Lessor shall not be liable for loss or damage to any property left, stored, loaded or transported by lessee or any other person in or upon equipment, whether or not due to the negligence of lessor, its agents and employees (a) at any time whether equipment then be in the physical possession of lessee or lessor or anyone else; (b) or at any place including without limitation any of lessors garages or locations. Lessee hereby assumes all risk of

such loss or damage and waives all claims against lessor by reason thereof, and agrees to indemnify and hold lessor, its agents and employees harmless from and against all claims arising out of such loss or damage, from and against all loss liability and expense caused or arising out of lessee's failure to comply with the terms of the agreement.

RECOVERY- Lessor shall have the right to issue and circulate theft notices, cause warrants to be issued for the taking into custody of lessee, his agent, partner or employee, and/or take any other steps which lessor shall reasonably deem necessary to recover equipment if it is not returned at the time specified herein, or sooner, as permitted by the terms of this agreement. Lessee hereby releases and agrees to indemnify lessor against all claims for damages or losses which lessee or any other party may sustain as a result of any action taken by lessor under the preceding sentence. All charges are subject to final audit.

LOSS- In the event of loss, theft or damage to equipment, lessee agrees to notify lessor immediately by telephone, and thereafter to promptly report in writing to lessor and the public authorities (where required by law or by lessor) all information relating thereto. Lessee shall cause its agents and employees to give lessor and the public authorities proper and full information and assistance in the investigation and prosecution of any matter resulting from said loss, theft or damage.

ATTORNEY'S FEES- If any party to the Agreement shall be required to employ attorneys to enforce or defend the rights hereunder, the prevailing party shall be entitled to recover its reasonable attorneys' fee, including attorneys' fees at the appellate level and in any bankruptcy proceedings.

REPAIRS- When provided to lessee, equipment is believed to be in good mechanical condition. Lessee shall examine equipment upon delivery and promptly notify lessor of any evidence to the contrary, if during lessee's use of the equipment during the term of this agreement, or any extension thereof, equipment is found not to be in good mechanical condition as a result of conditions not the responsibility of or caused by the fault or negligence of lessee, its employees or agents (including but not limited to a failure of lessee to service, adjust and lubricate equipment) lessee will notify lessor who at its option will: (a) repair or suitably replace equipment within a reasonable time during lessor's normal working hours, the commencement or renewing of the terms of this agreement to be tolled for the period equipment is down, or (b) remove equipment and terminate this agreement and refund prepayments of rental charges, if any, for the unexpired agreement term, less whatever is due lessor for damages to or maintenance of equipment which is lessee's responsibility. Lessee agrees to provide full access to equipment to lessor's representatives so as to enable lessor to meet its responsibilities hereunder.

No modifications are to be made to equipment or customer will be charged to correct modifications.

Conversely, repairs required as a result of damage, improper operation, use or maintenance will be charged to lessee and rental will continue until repairs are completed. Unless this agreement is accompanied by a separate tire or track wear agreement, lessee will be responsible and charged for cuts, tears, punctures, bruises and separation of tires or unusual wear or damage to tracks. In this regard, any expenses incurred for field travel, mechanic's time or hauling of equipment to effect repairs will be charged to lessee.

Notwithstanding the previous paragraphs, lessee agrees to indemnify lessor, its subsidiaries and affiliated companies and their officers, agents and employees to the extent provided in the other terms and conditions of this agreement.

THE FOREGOING IS IN LIEU OF (A) ALL WARRANTIES EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (B) ALL OBLIGATION OR LIABILITIES ON THE PART OF LESSOR FOR DAMAGES, INCLUDING BUT NOT LIMITED TO INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE LEASING MAINTENANCE, USE, OPERATION, STORAGE, ERECTION, DISMANTLING OR TRANSPORTATION OF EQUIPMENT.

Any failure of performance by lessor which is due to causes beyond lessor's control, including but not limited to acts of civil or military authority, Acts of God, labor difficulties, failure of transportation, and delays of supplies is not deemed to be a default by lessor.

INTEREST- Invoices unpaid within the terms of lessor's invoices will accrue interest at the rate of 24% per annum.

REFUELING- Lessee agrees to return equipment with full fuel tank(s) otherwise lessee will be charged for refueling upon return.

COMPLETE AGREEMENT- This instrument expresses the entire agreement between the parties. Lessee's execution of this instrument and or acceptance of delivery of any part of equipment to be furnished hereunder will constitute lessee's acceptance of the provisions contained herein and the exclusion of any terms and conditions otherwise stated by lessee or contained in lessee's purchase documents which conflicts with or limit the provisions contained herein.

FUEL RECEIPTS- The mileage and fuel log must account for all fuel received. If this reporting is not completed in full, you will be charged \$0.50 per mile that the unit was driven during your rental period. A Fuel Tax Reporting form has been supplied. Fuel receipts are due weekly. They are to be sent to rental@haaker.com

ATTACHMENT B

Street Sweeping Equipment Rental Brochure

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Broom Bear[®]



ELGIN[®]
Subsidiary of Federal Signal Corporation



POWERFUL. PROVEN. SINGLE-ENGINE MECHANICAL SWEEPER.

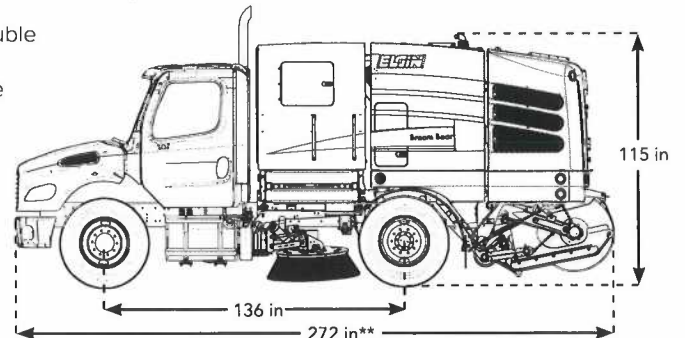
When contractors and municipalities need a durable sweeper that's easy and comfortable to operate, the Elgin Broom Bear is the sweeper of choice. From heavy duty construction debris, like millings or gravel to light street maintenance, the Broom Bear has proven to be one of the most rugged and efficient sweepers in the industry. And the short wheelbase enhances maneuverability and makes the sweeper ideal for sweeping in tight cul-de-sacs. Mounted on a commercially available Conventional or Cab-over chassis with fully dualized controls and an intelligent single engine design that utilizes the chassis engine to power the sweeper, the Broom Bear features a large hopper and water tank, which means more productive sweeping time and fewer scheduled stops. A variable dumping height and 11 inch (279 mm) of hopper sideshift ensures easy dumping.





SINGLE-ENGINE, 4-WHEEL MECHANICAL SWEEPER

- High torque diesel engine is teamed with Freightliner® M2, International® Durastar®, Peterbilt® 537, or Autocar® Xpert® chassis to create one of the most powerful and reliable single engine packages in the industry.
- The control console, located between the operator stations, provides quick, easy access. All sweep function switches have tactile-feel surfaces, so operators can work the panel while keeping their eyes focused forward, for increased productivity and safe operation.
- Dual free-floating gutter brooms that adjust to variable road surfaces, a sweep path of 120 inches (3,048 mm) with an additional extension of up to 144 inches (3,657 mm) when both brooms are pinned to outer points, and a powerful free floating direct drive main broom, ensure reliable and complete pickup of debris.
- Superior dust control is maintained with in-cab zone controlled, dual diaphragm water pumps and a 360 gallon (1,363 L) water tank for long sweep times between refills.
- The 4.5 cubic yard (3.4 cu meter) hopper features a double-scissor lifting mechanism that is center mounted for greater stability and trouble free operation. Dumping height is variable up to 11 feet, 2 inches (3,404 mm) and an 11 inch (279 mm) side shift enables a cleaner more efficient unloading of material. Optional 5.4 cubic yard (4.1 cu meter) hopper available.
- The chassis cab is dualized with OEM parts, including full factory controls, steering, and OEM gauge package that is identical for both left and right operator stations.



INNOVATIONS **AT WORK**

A closer look at the Elgin Broom Bear reveals innovative design features, systems, and components that not only simplify operation and improve performance but also make maintenance and servicing faster and easier. The result is the optimal efficiency of your operations, as you reduce maintenance requirements and downtime. The Broom Bear brings you an array of innovative systems including:



Commercial Chassis Engine

A high torque diesel engine is teamed with a Freightliner Business Class, International Durastar, or Autocar Xpert chassis to create one of the most powerful and reliable single engine packages in the industry. The straight forward, single engine layout provides greater fuel efficiency and simple maintenance.



Low Emissions - Alternative Fuel Option

The Elgin Broom Bear is available in a compressed natural gas (CNG) configuration. The Broom Bear single-engine mechanical sweeper is powered by the Cummins ISL G CNG engine, making it a fully certified EPA/CARB emission compliant street sweeper. Two 3,600 psi composite fuel tanks are conveniently packaged in the rear compartment minimizing impact to chassis wheelbase. This unit is also available in a Hybrid electric.



Memory Sweep

Elgin's exclusive Memory Sweep feature allows the operator to resume ALL previous sweeper settings with one-touch control to increase productivity. The feature provides a multi-screen display for tilt angle, broom hours, water level, and diagnostic information.



Pause Sweep

To further improve both fuel efficiency and sweep component life, the sweep system can automatically pause when the sweeper is not sweeping and re-engages immediately upon vehicle movement without leaving any material behind.

BUILT TO LAST

Large, Variable Dump Height Hopper

The hopper has a capacity of 4.5 cubic yards (3.4 m³) and a variable dump height between 38" and 11'-2". The double scissor hoist provides a payload of 11,000 lbs (4,990 kg) and incorporates an 11" (279 mm) side shift and a 50 degree dump angle to deposit material nearer the center of the dump truck. All controls are operated from the in-cab control console.



Main Broom

The main broom is attached to a fully floating trailing arm to better conform to road contours. Performance is optimized using mechanical main broom suspension that dynamically adjusts to various road conditions while on-the-go. Lift and lower functions are controlled from the cab. Main broom arm bearings are sealed, can be re-lubricated and are self-aligning for self-adjustment when experiencing an uneven load which decreases wear and increases main broom life.



Side Brooms

46 inch (1,168 mm) trailing arm, free-floating side brooms offer four-way motion and protection against damaging impacts. Pneumatic lift and extension control enhances performance while sweeping within a 10 foot (3,048 mm) wide path.



Simple, Easy-Access Maintenance

The Broom Bear was designed so that systems are accessible and easy to service. The hydraulic system with o-ring face seal fittings is designed for long life and leak-free operation. Heavy-duty waterproof electrical connectors and color-coded wires have stamped identification for quick location during troubleshooting.



UNIQUE APPLICATION VERSATILITY

The Broom Bear comes standard with a squeegee type conveyor designed to provide versatile and reliable performance in a wide range of applications including aggregate and granular material pick up of gravel and millings, ideal for road construction contractors as well as general municipal sweeping, trash, leaves, and other organics.



ELGIN SQUEEGEE CONVEYOR

- Chain side-plate constructed from hardened steel for long life and smooth operation.
- Three-piece design for easy service without removing complete assembly.
- Thick, multi-ply rubber-edged flights efficiently moves debris into hopper.
- Unique, interlocking, wavy-plate joint design prevents excessive wear and “thumping” over plate seams.
- Abrasion-resistant steel floor for durability.
- Direct-drive hydraulic motor for optimal power transfer to conveyor system.



ELGIN CHEVRON BELT CONVEYOR

- Full-width angled cleats moves more material to hopper to maximize productivity.
- Direct-drive hydraulic motor for optimal power transfer to conveyor system.
- Improved hopper fill by throwing debris toward center of hopper.
- Heavy-duty poly/nylon belt construction resists stretching and requires fewer adjustments.
- Ribs between cleats enhance effectiveness of moving fine debris into hopper.

ENHANCEMENTS



Lifeline® hopper system



In-cab side broom tilt and extended reach



Lighting Packages

ADDITIONAL ENHANCEMENTS

- Automatic lubrication system
- Broom camera system (rear standard)
- Front spray bar
- Carbide dirt shoes
- Large hopper (5.4 cubic yard)
- PM-10 dust suppression
- Polyurethane elevator flights
- And more



OUR COMMITMENT TO QUALITY ONLY BEGINS WITH OUR EQUIPMENT

The Elgin Broom Bear is manufactured in an ISO 9001 certified, advanced industrial plant. We employ the latest technology to build the most reliable equipment, including high-precision laser cutters, efficient, accurate computer numerical controls (CNC), and a sophisticated powder coating system..

When you build a quality product you can back it up with a full one-year, unlimited hours warranty. Elgin also backs up your investment with superior local service and support. Our goal is to keep your machine—and your entire operation—up and running.

The Broom Bear can be customized to your unique requirements to meet local standards and regulations by means of a broad selection of configurations, options and accessories.

Through our international dealer network, we maintain a vast inventory of spare parts and offer fast shipment to any region of the world.

Altogether, the rugged, reliable Elgin Broom Bear is easy to operate, easy to maintain, and an easy choice when you are looking for quality equipment that is built to last.



Broom Bear - Single-Engine, Mechanical Sweeper Specifications

Drive System	Electrical System	Dust Control System	Sweep System	Conveyor
Make M2 Cummins L9 Type 6 cylinder Displacement 8.9 L Horsepower 260 @ 2200 RPM Torque 860 lb. ft. (1,166 Nm) Aspiration Turbo charged *Compressed Natural Gas (CNG) Chassis Available	Voltage 12 VDC / negative ground Alternator 160 amp Battery 2 Group 31, 1850 CCA Circuit Protection Automotive style blade fuse Wiring Hot stamp identified with weatherproof connectors	Tank Construction Polyethylene/SS Tank Capacity 360 gallons (1,325 L) Fill Hose 15' 0" (4,572 mm) with 2.5" (64 mm) NST hydrant coupling Pump Electric diaphragm Spray Nozzles 9 total: 3 main, 3 left & 3 right side brooms	Sweep System Pump Variable displacement Capacity 15.4 gpm Fittings O-ring face seal Reservoir Capacity 23 gal Inlet Strainer 100 mesh Return Filter 6 micron	Type Squeegee with replaceable rubber edging Material (elevator bottom) Bolt-in multi section abrasion resistant steel plates Speed Constant, forward and reverse Flexibility Lift independent (for large object passage)

Broom Bear®

POWERFUL. PROVEN. SINGLE-ENGINE SWEEPER.

Mounted on a commercially available Conventional or Cab-over chassis with fully dualized controls and an intelligent single engine design that utilizes the chassis engine to power the sweeper, the Broom Bear features a large hopper and water tank, which means more productive sweeping time and fewer scheduled stops. A variable dumping height and 11 inch (279 mm) of hopper sideshift ensures easy dumping.

WHY BROOM BEAR?

- Single-engine technology
- Twin variable displacement hydraulic pumps for increased sweeper system efficiencies
- 4.5 cubic yard (3.4 cubic meter) hopper standard
- Variable dump height up to 11 feet 2 inch (3404 mm)
- 11 inch (279 mm) hopper side shift for maximizing dump truck/container payload distribution
- Squeegee with patented interchangeability to chevron conveyor belt system



Elgin Sweeper • 1300 West Bartlett Road, Illinois 60120 USA
Phone 847-741-5370 | Parts & Service 877-800-1111

Specifications subject to change without notice. Some products shown with optional equipment. Elgin® is a registered trademarks of Elgin Sweeper.
Products may be covered by one or more United States Patents and/or pending patent applications.
Elgin Sweeper is a subsidiary of Federal Signal Corp. | Federal Signal Corp. is listed in the NYSE by the symbol FSS.



City of Carpinteria

COUNCIL AGENDA STAFF REPORT May 13, 2024

ITEM FOR COUNCIL CONSIDERATION

Approval of the Agreement between the City of Carpinteria and Two Trumpets Communications for Public Outreach Services and Communications Support.

STAFF RECOMMENDATION

Approve of the Agreement between the City of Carpinteria and Two Trumpets Communications for Public Outreach Services and Communications Support.

Sample Motion: I move to authorize the City Manager to sign an agreement between the City of Carpinteria and Two Trumpets Communications for Public Outreach Services and Communications Support. *(This motion requires a roll call vote.)*

BACKGROUND

On June 28, 2021, the City of Carpinteria (City) engaged Two Trumpets Communications for 74 hours of social media management, email newsletter publication, and miscellaneous communication support, including design and writing/editing. This agreement is valid until June 30, 2024.

A request for proposals was issued on April 26, 2024, to three digital marketing consultant firms in the Santa Barbara County region: Two Trumpets Communications, Dowitcher Designs, and Oniracom. The purpose was to seek expertise in digital communication and support to enhance the City's outreach efforts and engagement with residents.

The purpose of this item is to seek Council approval for an Agreement between the City and Two Trumpets Communication, covering public outreach services, miscellaneous communications support, and additional service hours to bolster City programs. These programs encompass the new municipal library, senior programming, an expanded community services support grant program, and align with the City Council's goal to improve public outreach, education, and transparency.

DISCUSSION

The vendor selection criteria emphasized competitive pricing and familiarity with local issues, regional concerns, and responsiveness to the City's needs. Two Trumpets Communications has served Carpinteria since 2018, providing social media management, e-newsletter production, website redesign, design services, and photography. Lea Boyd, the principal, brings expertise as a former editor of the Carpinteria Valley News, understanding Carpinteria's communication nuances.

The City has had agreements with Two Trumpets since 2018, including a three-year agreement ending June 30, 2024. The current agreement is for 74 hours per month, with a proposed increase to 80 hours per month starting July 1, 2024. Services cover social media, e-newsletters, public relations, crisis communication, and analytics.

An additional 6 hours per month are allocated for miscellaneous design and writing support, with a \$6,000 increase due to a project falling outside the original contract. Staff recommends adding 15 service hours per month for FY 2024-25 to address new tasks to meet Council's communication priorities. The proposed agreement is for \$72,000 annually for 80 hours per month, with an option for up to 15 additional billable hours per month at \$75 each, not to exceed \$85,500 annually.

POLICY CONSISTENCY

As part of its 2024 adopted work plan the Council prioritized the goal to enhance public outreach, education and transparency.

Public engagement supports the purpose of the City's Sustainability Policy (Resolution No.5500), which states, among other objectives: "Implement programs which promote interactions and communication between neighbors, including internet-based social programs and local community groups."

FINANCIAL CONSIDERATIONS

The existing agreement, which ends on June 30, 2024, is for \$66,000 per year. The current proposal allows the mayor to sign an agreement with Two Trumpets Communications for \$72,000 annually, with the potential for an additional 15 billable hours per month, resulting in a not-to-exceed total of \$85,500. This signifies a \$500 - \$1,125 per month increase from the previous year's agreement.

Funding of \$85,500 will be included as part of the FY 2024-25 Budget.

OPTIONS

1. Authorize the City Manager to execute the agreement for Public Outreach Services and Communications Support for the period from July 1, 2024 to June 30, 2025. Request that staff revise the scope of work.
2. Authorize the City Manager to execute the Agreement with City Council modifications.
3. Receive staff report and choose not to execute the Agreement, and direct staff to explore other options for providing Public Outreach Services and Communications Support services.

PRINCIPAL PARTIES EXPECTED AT MEETING

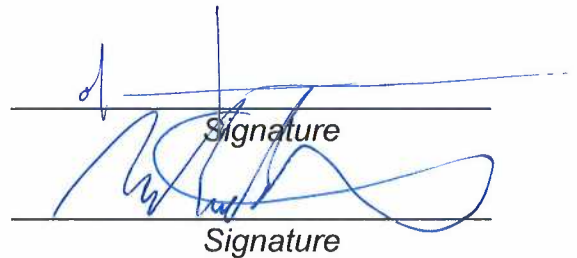
Two Trumpets Communications principals, Lea Boyd and Peter Dugré

ATTACHMENTS

A: Two Trumpets Draft Service Agreement

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

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT FOR CONSULTANT SERVICES (“**Agreement**”) is made and effective as of the 13th of May , 2024 by and between the City of Carpinteria, a municipal corporation (“**City**”), and the Two Trumpets Communications, LLC (“**Consultant**”) (collectively, the “**Parties**”) at Carpinteria, California, with reference to the following facts:

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

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

1. SERVICES.

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

2. PERFORMANCE.

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

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

- 2.2 **Labor and Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, tools, transportation and services necessary for the successful completion of the Services. Consultant shall give its attention and supervision to the fulfillment of the provisions of this Agreement by its employees and subcontractors and shall be responsible for the timely performance of the Services required by this Agreement. Consultant is an independent contractor of City. Any and all employees of the Consultant engaged by the Consultant in the performance of any work or services required of the Consultant under this Agreement, shall be considered employees or agents of the Consultant only and not of the City, and any and all claims that may or might arise under any workers compensation or other law or contract on behalf of said employees while so engaged shall be the sole obligation and responsibility of the Consultant. Consultant is solely responsible for the professional quality, accuracy and timely completion and/or submission of all work related to the Basic Services.
- 2.3 **Review of Service.** Consultant shall furnish City with reasonable opportunities from time to time to ascertain whether the Services of Consultant are being performed in accordance with this Agreement. All work done and materials furnished shall be subject to final review and approval by City; Consultant is not providing final approval or review, which is solely City's function and role. City review and approval of such work and Services shall not, however, relieve Consultant of any of its obligations under this Agreement.
- 2.4 **Contract Administration.** The City Manager or his/her designee shall represent the City in all matters relating to the administration of this Agreement. The City Manager or his/her designee shall have the authority to act on the City's behalf to review and approve all products submitted by Consultant and may execute all necessary documents to authorize Consultant to perform Additional Services as provided for herein. The City Manager or his/her designee shall have the authority to render decisions within guidelines established by the City Council and shall be available during working hours as often as may be reasonably required to render decisions and to furnish information. The following individual(s) will serve as the primary contact(s) for Consultant in the administration of this Agreement:
- Olivia Uribe Mutal, Program Manager
- 2.5 **Representations and Warranties.** Consultant represents and warrants to City that: (i) its fulfillment of its obligations and, as applicable, performance the Services under this Agreement, will not violate any applicable or breach any contracts with third parties and (ii) it has the right, power and authority to fulfill its obligations, and, as applicable perform the Services, and enter into this Agreement; (iii) the Services contemplated hereunder will be performed by adequately trained, competent personnel, in a professional manner, with such personnel having the requisite skill and expertise necessary to perform and complete the Services in accordance with industry standards and in accordance with the terms and conditions of this Agreement; and (iv) the Services and all deliverables provided hereunder will conform to the specifications agreed-to by the parties.

3. **TERM.** This Agreement shall be effective as of the date first above written and shall continue until all Services to be provided by Consultant are completed to the satisfaction of the City, unless terminated earlier as provided for herein.
4. **COMPENSATION.**
 - 4.1 **Basic Services.** For Basic Services, City shall pay Consultant on a time and materials basis, not to exceed amount of \$85,500.00 as full compensation for all labor, materials, equipment, tools, transportation, and Services. This compensation shall be paid in accordance with the payment rates and schedule as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based on the actual time spent on the tasks and the actual price of the necessary materials. In the event a term or condition in any document or attachment conflicts with a term or condition of this Agreement the term or condition in this Agreement shall control. Should such conflict arise the priority of documents shall be as follows: This Agreement, the City's Request For Proposal together with attachments, Consultant's proposal together with attachments.
 - 4.2 **Additional Services.** Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to the Basic Services, unless such services are authorized Additional Services agreed to in advance and in writing in the method provided for herein. Consultant will submit fee estimates for such Additional Services upon request of City.
 - 4.3 **Invoices.** Should City reasonably determine that Consultant has not fulfilled any services or met the timelines established in Exhibit A, City shall notify Consultant of the failure in writing of deficiencies believed to be substantially inadequate within thirty (30) days after receipt of product or performance of Services. The City, at its discretion may provide the Consultant five (5) days to cure the breach. City may withhold the accompanying payment without penalty until such time as Consultant cures the breach. In the alternative, upon Consultant's failure to meet any deadlines the City may modify the Services schedule. Should Consultant or its representatives fail to cure the breach within five (5) days, or fail to reasonably agree to such modified schedule, City may immediately terminate this Agreement in writing, without penalty or incurring further obligation to Consultant.
 - 4.4 **Withholding.** City reserves the right to withhold future payment to Consultant if any aspect of the Consultant's work or performance of Services is found to be substantially inadequate. City shall notify Consultant in writing of deficiencies believed to be substantially inadequate within thirty (30) days after receipt of product or performance of Services.
 - 4.5 **Taxes/Insurance/Licenses.** Consultant shall be solely responsible for the payment of any federal, state, or local income tax, social security tax, workers' compensation insurance, state disability insurance, and any other taxes or insurance which Consultant is responsible for paying as an independent contractor under federal, state or local law. At all times during the term of this Agreement, Consultant and any approved subcontractors performing Services under this Agreement shall have in full force and effect all licenses necessary for

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

5. **RECORDS.**

- 5.1 **Financial Records.** Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of Services under this Agreement. Consultant shall also maintain adequate records of Services provided in sufficient detail to permit an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.
- 5.2 **Access to Records.** Consultant shall (i) provide free access to the representatives of City or its designees at reasonable times to books and records as set forth in section 5.1; (ii) shall give City the right to examine and audit said books and records; (iii) shall permit City to make transcripts therefrom as necessary; and (iv) shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of four (4) years after receipt of final payment.
- 5.3 **Original Records.** All original agreements, data, documents, designs, drawings, exhibits, maps, models, computer files, reports, studies, surveys, notes, and other work, materials or documents prepared or used to prepare Consultant's work product in the course of providing the Services pursuant to this Agreement shall be referred to as "**Consultant Work Product**". Upon completion of, or in the event of termination or suspension of this Agreement, all completed and incomplete Consultant Work Product shall become the sole property of City once the Consultant has received payment. City may duplicate, disclose, disseminate, use, reuse or otherwise dispose of Consultant Work Product in whole or in part in any manner it deems appropriate, without the permission of Consultant. With respect to computer files, Consultant shall make available to the City, at Consultant's office and upon reasonable written request by City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files. Consultant may retain copies of such Consultant Work Product as a part of its record of professional activity, except for Consultant Work Product marked as "DRAFT" or "CONFIDENTIAL".

6. **TERMINATION.**

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

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

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

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

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

7. **DISPUTE RESOLUTION.** Except as explicitly provided in Exhibit C relating to claims by Consultant, if any dispute, claim or disagreement shall arise relative to the interpretation or enforcement of this Agreement, the parties shall use commercially reasonable efforts to settle the dispute, claim or disagreement. To this end, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such a solution within a period of thirty (30) days, then, upon notice by either party to the other, the dispute, claim or disagreement shall be submitted to final, binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitrator shall have the authority to assess arbitration costs and expenses against either or both parties. The decision in the arbitration shall be binding on all parties, and judgment on any arbitration award may be entered in any court of competent jurisdiction.

8. **INSURANCE.** Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in the attached Exhibit D, which is incorporated by this reference as though set forth in full.

9. **INDEMNIFICATION.** To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City and any of its officials, directors, employees and agents ("**Indemnified Parties**") from and against any and all losses, liabilities, damages, costs, charges, payments, claims, and expenses, including attorney's fees and costs of defense, which arise out of,

are a consequence of, or are in any way attributable to, in whole or in part, this Agreement, including but not limited to any activities associated with carrying out the agreed to Services by Consultant, its agents, employees, subcontractors, consultants, assigns or by any individual or entity for whom Consultant is legally liable.

10. **RELEASE OF INFORMATION.**

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

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

11. **RELATIONSHIP TO CITY.**

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

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

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

12. **GENERAL PROVISIONS.**

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

To City:
Michael Ramirez, City Manager
City of Carpinteria

To Consultant:
Lea Boyd and Peter Dugré
Two Trumpets Communications, LLC

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

4939A Carpinteria Avenue
Carpinteria, CA 93013
P: (805) 698-3390

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

- 12.4 **Legal Responsibilities.** Consultant shall keep itself informed of state, federal and laws and regulations which in any manner affect those employed by it or in any way affect the performance of its Service pursuant to this Agreement. The Consultant shall reasonably observe and comply with such laws and regulations. The City and its officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.
- 12.5 **Licenses.** At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses, certifications, or related credentials required by law for the performance of Services described in this Agreement. Consultant represents that it and/or its employees, agents and subcontractors engaged in such activities possess such licenses, certifications, or credentials and that such licenses certifications, or credentials are current, active, and not in a state of suspension or revocation.
- 12.6 **Labor Conditions.** City is a public entity in the state of California, and therefore, City and Consultant are subject to the provisions of the Government Code and the Labor Code of the state of California. All provisions of law applicable to public contracts and/or this Agreement are incorporated herein by this reference and are made a part of this Agreement to the same extent as if they were fully stated in the Agreement and shall be complied with by Consultant.
- 12.7 **Labor Requirements.** Consultant shall abide by all federal and California laws and regulations regarding wages, including, without limitation, the Fair Labor Standards Act and the California Labor Code, which, in part, mandate that 8 hours' labor constitutes a legal days' work, and require Consultant to pay the general prevailing wage rates. The California statutory provisions for penalties for failure to pay prevailing wages will be enforced and the statutory provisions for penalties for failure to comply with California's wage and hour laws will be enforced. In addition, Consultant is required to comply with the statutory requirements relating to employment of apprentices. Consultant also must secure the payment of workers' compensation to its employees as provided by California law. Consultant acknowledges its obligation to secure payment of Workers' Compensation before beginning work as set forth in the attached Exhibit E (together, "Acknowledgement of Workers' Compensation Obligation" and "Declaration of Exemption from Workers' Compensation") which is incorporated by this reference as though set forth in full. Additionally, Consultant is required to comply with all statutory requirements relating to certified payroll records, including the maintenance of the records, their certification, and their availability for inspection.
- 12.8 **Discrimination.** No person shall be excluded from employment in the performance of this Agreement on the grounds of race, creed, color, sex, age, marital status, sexual orientation

or place of national origin. Consultant shall comply with all local, state, and federal laws relating to equal employment opportunity rights.

- 12.9 **Assignment.** Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of City, which shall have the sole discretion to consent to any proposed assignment. Because of the personal nature of the Services to be rendered pursuant to this Agreement, only Consultant shall perform the services described in this Agreement.
- 12.10 **Waiver.** No waiver of a provision of this Agreement shall constitute a waiver of any other provision, whether or not similar. No waiver shall constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
- 12.11 **Force Majeure.** Neither Consultant nor City shall be liable for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.
- 12.12 **Construction of Terms.** All parts of this Agreement shall in all cases be construed according to their plain meaning and shall not be construed in favor or against either of the parties. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, in whole or in part, the remainder of this Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated thereby. In the event of any provision shall be adjudged invalid, void or unenforceable, the parties hereto agree to enter into a supplemental agreement to effectuate the intent of the parties and the purposes of this Agreement.
- 12.13 **Controlling Law.** The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement, with venue proper only in the County of Santa Barbara, State of California.
- 12.14 **Authorization.** All officers and individuals executing this and other documents on behalf of the respective parties hereby certify and warrant that they have the capacity and have been duly authorized to execute said documents on behalf of the entities indicated.
- 12.15 **Entire Agreement.** This Agreement, along with its attached exhibits, which are incorporated herein by this reference, constitutes the entire Agreement between the parties and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. This Agreement may be altered, amended or modified only by a supplemental writing executed by the parties to this Agreement and by no other means. Each party waives any future right to claim, contest, or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreement, course of conduct, waiver or estoppel.
- 12.16 **Counterparts.** This Agreement may be executed in counterparts, each of which shall remain in full force and effect as to each party.

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

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

"CITY"
City of Carpinteria

"CONSULTANT"
Two Trumpets Communications, LLC

By: _____
Michael Ramirez, City Manager

By: _____
Lea Boyd, Partner

By: _____
Peter Dugré, Partner

APPROVED AS TO FORM:
City of Carpinteria

ATTEST:
City of Carpinteria

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

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

EXHIBIT A

BASIC SERVICES TO BE PERFORMED



May 2, 2024

Olivia Uribe-Mutal
City of Carpinteria
5775 Carpinteria Ave.
Carpinteria, CA 93013

Subject: Response to request for Consulting Services for City of Carpinteria Public Outreach

Dear Olivia,

Since 2018, Two Trumpets Communications has had the pleasure of contracting with the City of Carpinteria to manage public outreach through digital platforms. When we were initially contracted as consultants, the City had no active digital communications. Working closely with staff, we created a robust outreach plan that relied on numerous tools to create and grow an audience and ensure that residents and visitors have consistent opportunities to receive important news and information from the City of Carpinteria.

In the years since, we have dramatically grown the City's audience and engagement, assuring that the City can now reach thousands of individuals with emergency updates and critical messaging. City staff has also broadened its reliance on our photography, design, story-telling and content-creation services to professionalize how it reaches the public in the digital age.

Emergency Communications Support

The area of emergency communication has been a priority since the outset of Two Trumpets' work with the City of Carpinteria shortly after the Thomas Fire and January 9 Debris Flow. Implicit to this proposal is our commitment to supporting city staff when emergency strikes. We are on call and have been since we began our work for the City.

Our agency communicates closely with City staff ahead of potential emergencies and throughout existing crises (eg. storm evacuations and shelter in place warnings) to supply residents with accurate, time-sensitive information. We will continue to work with City staff to organize the efficient delivery of emergency communications and offer expertise and support.

Since working with the City through the COVID-19 pandemic to keep residents up-to-date and informed, we have continued to gain valuable experience in the area of local emergency response through participation on the Carpinteria Resilience Hub Committee and Red Cross emergency shelter training. We understand the county-wide emergency response hierarchy, decision-making process and communications plan to best serve the public in times of crisis.

Peter Dugré • peter@two-trumpets.com • (805) 453-4878
Lea Boyd • lea@two-trumpets.com • (805) 698-3390

Design, photography and content creation

As our communications output for the City has grown, we have offered additional services that were not anticipated in our original agreement, and we believe that these have been important to building public engagement and ensuring that the City provides professional-quality public-facing materials such as signage, advertising, press releases, and other outreach tools. Indeed, our agency is very familiar with the City's changing needs and priorities and how to meet those.

Performance metrics, analytics and adjustments

Moving forward, we anticipate working with City staff to review the current communications strategy and identify any audience gaps in order to make strategy adjustments. Also we will evaluate the flow of information from the City to the community and implement enhancements geared toward consistency and efficiency. Our experience working with department heads and staff has familiarized our agency with City workflow, established important lines of communication and identified how to best reach the public with timely information.

Additionally, this proposal incorporates the production of a quarterly report to provide outreach metrics like audience growth and engagement over time. This will assist in continuous improvement to our strategy for informing the public about City services and programs, and garnering greater resident awareness and involvement.

We appreciate your consideration of our proposal that accompanies this letter.

Sincerely,

Lea Boyd & Peter Dugré
Partners, Two Trumpets Communications

EXHIBIT B

PAYMENT RATES AND SCHEDULE



4939A Carpinteria Ave., Carpinteria, CA 93013

City of Carpinteria Public Outreach Proposal

PROJECT OVERVIEW

Project Name City of Carpinteria Public Outreach
Contract duration One year: July 2024 - June 2025
Fee schedule \$6,000/month

PROPOSED SCOPE OF WORK

SOCIAL MEDIA

- **Platforms:** Nextdoor, Facebook, Instagram, City website blog ("Latest News")
- **Frequency:** 4-7 posts weekly on each platform
- **Content cultivation:** Regular communication with key city staff (department heads, program supervisors) and meeting attendance
- **Content creation:** Format tailored to each platform and type of information
- **Monitoring:** Regular monitoring of accounts to ensure questions from the public are answered and misinformation is identified and clarified.
- **Reporting:** Generate quarterly reports with metrics that allow for regular evaluation of outreach.

Social Media	Estimated Hours	Monthly	Annually
Content Creation	35 hours/mo.	\$2,625	\$31,500
Posting, Monitoring, Reporting	13 hours/mo.	\$975	\$11,700
			Total \$43,200

EMAIL NEWSLETTER

- Produce and disseminate regular bi-monthly email newsletter (The Current) highlighting recent accomplishments, city project updates, and upcoming events and meetings.
- Produce and disseminate additional editions of The Current as needed to keep subscribers apprised of time sensitive/urgent City information (ex. Special storm editions)
- Translate all editions of The Current into Spanish and disseminate to subscribers who have selected the Spanish language preference.

Email Newsletter	Estimated Hours	Monthly	Annual
Monthly publication	22 hours/mo.	\$1,650	\$19,800
			Total \$19,800

Peter Dugré • peter@two-trumpets.com • (805) 453-4878
Lea Boyd • lea@two-trumpets.com • (805) 698-3390

MISCELLANEOUS COMMUNICATIONS SUPPORT

Provide support in graphic design as requested by City staff

- Newspaper advertisements
- Flyers
- Educational brochures
- Signs

Provide writing/editing support as requested by City staff

- Press releases
- Media alerts
- Talking points
- Grant writing

Misc. Communications	Estimated Hours	Monthly	Annual
Graphic design/writing	10 hours/mo.	\$750	\$9,000
			Total \$9,000

INVESTMENT

The regular fee schedule of \$6,000 per month is based on 80 hours estimated per month at a rate of \$75 per hour.

Work above the 80 hours per month outlined above shall be billed at an hourly rate of \$75/hour and will not exceed 15 additional hours per month without a supplemental agreement between Two Trumpets Communications and the City of Carpinteria.

EXHIBIT C

RESOLUTION OF CONSTRUCTION CLAIMS

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT D

INSURANCE REQUIREMENTS

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

Consultant shall provide the following types and amounts of insurance:

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT E

WORKERS' COMPENSATION REQUIREMENTS

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

ACKNOWLEDGEMENT OF WORKERS' COMPENSATION OBLIGATION

I, Lea Boyd and Peter Dugré, hereby acknowledge our obligation to secure payment of Workers' Compensation before beginning work.

Two Trumpets Communications, LLC

By: _____
Lea Boyd, Partner

By: _____
Peter Dugré, Partner

Dated: _____



City of Carpinteria

COUNCIL AGENDA STAFF REPORT May 13, 2024

ITEM FOR COUNCIL CONSIDERATION

Authorization to Renew an Agreement for Rental Housing Mediation Program services between the City of Carpinteria and the City of Santa Barbara for the period from July 1, 2024 to June 30, 2027, for a flat fee of \$78,813 for the three-year term of this agreement.

STAFF RECOMMENDATION

Authorize the City Manager to execute an agreement for Rental Housing Mediation Program services for the period from July 1, 2024 to June 30, 2027, for a flat fee of \$78,813 for the three-year term of the agreement.

Sample Motion: I move to authorize the City Manager to sign the Agreement for Rental Housing Mediation Program services for the period from July 1, 2024 to June 30, 2027, for a flat fee of \$78,813 for the three-year term of the agreement.

(motion requires a roll call vote)

BACKGROUND

The City of Santa Barbara, through its Community Development Department, Housing and Human Services Division, operates the Rental Housing Mediation Program (RHMP). The purpose of the program is to resolve rental-housing disputes by offering mediation services and information on landlord-tenant rights and responsibilities to both landlords and tenants.

The RHMP provides mediation services pursuant to the Dispute Resolution Programs Act Statutes and Regulations as set forth in the California Business and Professions Code Section 465 et seq, and in Title 16, Division 36 of the California Code of Regulations.

The RHMP mediates disputes between any combinations of parties in a residential rental housing situation: landlord-tenant, roommate-roommate, property manager-tenant and sublessor-sublessee. Rental housing disputes include, but are not limited to the following: Termination of tenancies, just cause and no-fault evictions, lease renewal and lease termination, retaliatory eviction, forcible evictions, abandonment of the property, rent increase, rent control, habitability, repair and deduct, rent withholding, invasion of privacy, security deposits, last month's rent, change in terms of tenancy, late fees, co-tenants, and subtenants.

The City of Carpinteria has been participating in the program since 2011 via an agreement with the City of Santa Barbara. Per the agreement, parties involved with residential rental property in the City of Carpinteria may contact or are directed to the Rental Housing Mediation Program for services. Last year (FY 2022-23), the Program provided services to 44 people from the City of Carpinteria. This current fiscal year, at the end of the third quarter, the Program has provided services to 52 people in Carpinteria.

The purpose of this agenda matter is to allow the Council to authorize an extension of the agreement for Rental Housing Mediation Services with the City of Santa Barbara for three years.

DISCUSSION

The Agreement for Rental Housing Mediation Program services between the City of Carpinteria and the City of Santa Barbara is included as Attachment A. In order to provide additional background regarding the services, the Third Quarter Report FY 2023-34: January, February, and March, is included as Attachment B.

The proposed flat fee rate of \$78,813 for the described three-year term represents an approximately 52% increase over the City's existing agreement (which expires on June 30, 2024). According to City of Santa Barbara staff, the increased cost of providing the contracted services reflects a need to achieve a more appropriate level of cost recovery. The proposed annual rate represents approximately five percent (5%) of the annual RHMP budget. The RHMP is staffed with three full time equivalent employees and has a budgeted cost of \$488,000 in fiscal year 2024-25. The RHMP budget does not include costs for other staff support services from the division manager, business manager, department director, or other administrative functions that are used by RHMP.

FINANCIAL CONSIDERATIONS

The City's continued participation in the Rental Housing Mediation Program has been allocated from the Housing Fund (214-311-5301) in the proposed FY 2024-25 budget, so no additional appropriations are required going forward for the three-year term of the agreement.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The City Attorney has reviewed and approved the Agreement for Rental Housing Mediation Program services as to form.

OPTIONS

1. Authorize the City Manager to execute the agreement for Rental Housing Mediation Program services for the period from July 1, 2024 to June 30, 2027, for flat fee of \$78,813 for the three-year term of the agreement (staff recommendation).
2. Authorize the City Manager to execute the Agreement with City Council modifications.
3. Receive staff report and choose not to execute the Agreement, and direct staff to explore other options for providing the subject rental housing mediation services.

PRINCIPAL PARTIES EXPECTED AT VIRTUAL MEETING

City of Santa Barbara staff:

- Andrea Bifano, Senior Rental Housing Mediation Specialist
- James Hamilton, Community Development Business Manager
- Laura Dubbels, Housing & Human Services Manager

ATTACHMENTS

Attachment A Agreement for Rental Housing Mediation Program services between the City of Carpinteria and the City of Santa Barbara.

Attachment B Third Quarter RHMP Report FY 2023- 24

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

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



Signature



Signature

Attachment A.

Agreement for Rental Housing Mediation Program
services between the City of Carpinteria and the City of
Santa Barbara

May 13, 2024 City Council Hearing
RHMP Agreement

**AGREEMENT FOR RENTAL HOUSING MEDIATION PROGRAM
SERVICES BETWEEN THE CITY OF CARPINTERIA
AND
THE CITY OF SANTA BARBARA**

THIS AGREEMENT FOR RENTAL HOUSING MEDIATION PROGRAM SERVICES ("Agreement"), is made and entered into this ____ day of _____ 2024, by and between the **CITY OF CARPINTERIA**, a municipal corporation (hereinafter referred to as "CITY"), and the **CITY OF SANTA BARBARA** (hereinafter referred to as "SANTA BARBARA").

1. TERM

Rental Housing Mediation Program services shall commence on July 1, 2024 ("Effective Date") and continue until that date which is three (3) years from the Effective Date.

CITY or SANTA BARBARA, by notifying the other party in writing, may, upon 30 calendar days' notice, terminate without cause any portion or all of the services agreed to be performed under this Agreement. In the event of termination, SANTA BARBARA shall have the right and obligation to immediately complete work in progress for the purpose of closing out services. All compensation shall be pro-rated based on the annual fee at the time of termination and shall be payable by CITY to SANTA BARBARA within 30 days following submission of a final statement by SANTA BARBARA. CITY shall thereafter not be liable for the outstanding balance under the Agreement.

2. PROGRAM DESCRIPTION

The City of Santa Barbara through the Community Development Department, Housing and Human Services Division operates the Rental Housing Mediation Program (RHMP). The purpose of the program is to resolve rental-housing disputes by offering mediation services and information on landlord-tenant rights and responsibilities.

The RHMP provides mediation services pursuant to the Dispute Resolution Programs Act Statutes and Regulations as set forth in the California Business and Professions Code Section 465 et seq, and in Title 16, Division 36 of the California Code of Regulations. RHMP mediates disputes between any combinations of parties in a residential rental housing situation: landlord-tenant, roommate-roommate, property manager-tenant and sublessor-sublessee. Rental housing disputes include, but are not limited to the following: Termination of tenancies, just cause and no fault evictions, lease renewal and lease termination, retaliatory eviction, forcible evictions, abandonment of the property, rent increase, rent control, habitability, repair and deduct, rent withholding, invasion of privacy, security deposits, last month's rent, change in terms of tenancy, late fees, co-tenants, and subtenants.

3. DELIVERY OF SERVICE

Specific types of dispute resolution services offered will include:

1. Staff consultation (specifically and expressly excluding legal advice) regarding California Tenant/Landlord Rights and Responsibilities and Fair Housing;
2. Information, sample letters, printed materials on Tenant/Landlord Rights and Responsibilities, available for distribution in person, email and fax;
3. Collaborative interaction and referrals to social service agencies as needed for the prevention of homelessness and rapid re-housing;
4. "Face-to-Face" or virtual mediation with consenting parties to resolve rental housing disputes, conducted by staff, and a minimum of two SANTA BARBARA RHMP Board appointed Mediators.
5. Staff-conducted mediation by telephone, with consenting parties, to resolve rental housing disputes. Parties' terms of agreement can be memorialized in Binding Settlement Agreements written by staff and signed by the disputants. These agreements can be admissible and enforceable in a court of law. Mediation can take up to 14 hours of staff time, depending on various factors including the special needs of persons with disabilities, and whether or not translation is required;
6. Outreach and education on mediation as an alternative to costly legal resolutions to rental housing disputes; and
7. Administrative tasks associated with the above.

4. TARGETED POPULATION AND GEOGRAPHIC AREA

The RHMP shall provide residential rental housing dispute information and mediation services to residents and owners of rental property located in the City of Carpinteria. This Agreement *does not* include services for residents of mobile homes, trailer parks, hotels, motels or commercial businesses, including vacation rentals.

All other City of Carpinteria residents and owners of residential rental property situated in the City of Carpinteria are eligible for services by this Agreement.

5. HOURS OF OPERATION

The RHMP provides staff to answer the telephone at (805) 564-5420, Monday through Thursday and alternating Fridays from 8:30 a.m. until 4:30 p.m. Voicemail service is available when staff is on the phone or meeting with a client. The fax number is (805) 564-5477. The website address is: <http://www.santabarbaraca.gov/RHMP>

6. CHARGES FOR SERVICE

Mediation, staff consultation and informational services of the RHMP as provided in this Agreement are available free of charge for the residents and owner/managers of residential rental properties located within the City of Carpinteria.

7. PROGRAM PERFORMANCE OBJECTIVES

1. Provide information on Tenant/Landlord rights and responsibilities to residents and owner/managers of rental properties located within the City of Carpinteria
2. Provide staff-conducted telephone and "face-to-face" or virtual mediation to disputing parties (residents and owner/managers of rental properties located within the City of Carpinteria).
3. Inform City of Carpinteria residents of the RHMP services available to them.
4. Provide quarterly and an annual statistical report of RHMP services provided to the City of Carpinteria.

8. BUDGET

CITY agrees to pay SANTA BARBARA a flat fee of \$78,813 for the term of this Agreement payable at the rate of \$6,250 per quarter in year 1, \$6,562.50 per quarter in year 2, and \$6,890.75 per quarter in year 3. This fee is a flat fee, not hourly, and provides for an unlimited provision of information on tenant/landlord rights and responsibilities and mediations to parties in rental housing disputes to residents residing in the City of Carpinteria as further described in Section 3 of this Agreement.

9. PAYMENT SCHEDULE

Promptly at the close of each quarter, SANTA BARBARA shall submit an invoice to the CITY, along with the Quarterly Report required under Section 10. CITY agrees that quarterly payments are due on or before the 30th of the month immediately following the last day of each quarter. For example:

Due Date	Period Covered
October 30	July 1 through September 30
January 30	October 1 through December 31
April 30	January 1 through March 31
July 30	April 1 through June 30

10. QUARTERLY STATUS REPORT CONTENT

Along with submittal of an invoice to the CITY, SANTA BARBARA shall also provide CITY with a quarterly report. Each quarterly report shall include:

- a. A monthly summary of the workload.
- b. A quarterly summary of the workload.
- c. A year-to-date summary of all quarterly reports completed for this Agreement year.

11. NOTICES

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

City of Santa Barbara	City of Carpinteria
Laura Dubbels	Nick Bobroff
Housing & Human Services Manager	Community Development Director
PO Box 1990	5775 Carpinteria Ave
Santa Barbara, CA 93102	Carpinteria, CA 93013
(805) 564-5491 FAX (805) 564-5477	(805) 755-4407
Email: LDubbels@SantaBarbaraCA.gov	Email: nickb@carpinteriaca.gov

12. MODIFICATION OF AGREEMENT

This Agreement may be amended, modified, or otherwise altered, or its provisions waived, only upon mutual consent of the Parties by written amendment.

13. NO THIRD-PARTY BENEFICIARY

This Agreement shall not be construed to provide a third party or parties with a claim or right of action under this Agreement.

14. FORCE MAJEURE

Neither Party shall be responsible under the Agreement for any delay caused by a contingency beyond their control, including, but not limited to, war or insurrection, walkouts by the Party's own employees, fires, natural calamities, or riots. Interruption of service by SANTA BARBARA due to a force majeure event shall be prorated against the quarterly charges made to CITY.

15. ASSIGNMENT

Any assignment by either Party, without the prior written approval of the other Party, is prohibited and shall be null and void.

16. INDEMNIFICATION & HOLD HARMLESS

Santa Barbara shall defend, indemnify, and hold City, its officers, employees, and agents, harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but

only in proportion to and to the extent that such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Santa Barbara, its officers, employees, or agents.

City shall defend, indemnify, and hold Santa Barbara, its officers, employees, and agents, harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent that such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of City, its officers, employees, or agents.

17. GOVERNING LAW

The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of California, County of Santa Barbara.

18. SEVERABILITY

In the event that any one or more of the provisions of this Agreement is found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in effect and be enforceable.

19. INTEGRATED AGREEMENT

This Agreement represents the entire understanding between the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement.

In concurrence and witness whereof, this AGREEMENT has been executed by the parties effective on the date and year first above written.

CITY OF CARPINTERIA

Michael Ramirez
City Manager

ATTEST:

Brian C. Barrett, CMC, CPMC
City Clerk

CITY OF SANTA BARBARA

Elias Isaacson
Community Development Director

APPROVED AS TO CONTENT:

Laura Dubbels
Housing & Human Services Manager

APPROVED AS TO FORM:

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

APPROVED AS TO FORM:

Sarah Knecht
City Attorney

Attachment B.

Third Quarter RHMP Report
FY 2023- 24

May 13, 2024 City Council Hearing
RHMP Agreement

RENTAL HOUSING MEDIATION PROGRAM

CITY OF CARPINTERIA

**THIRD QUARTER FY 2024: JANUARY, FEBRUARY, MARCH
&
YEAR-TO-DATE TOTALS FOR FISCAL YEAR 2023 – 2024
JULY 1, 2023 THROUGH MARCH 31, 2024**



**Andrea Bifano
Rental Housing Mediation Supervisor**

**April 24, 2024
Rental Housing Mediation Program
630 Garden Street
Santa Barbara, California 93101
(805) 564-5420**

RENTAL HOUSING MEDIATION PROGRAM

CITY OF CARPINTERIA TOTALS

THIRD QUARTER AND YEAR-TO-DATE TOTALS FOR FY 2023 - 2024

YEAR-TO-DATE TOTALS: JULY 1, 2023 - MARCH 31, 2024

A.	Total Number of Residents Provided Telephone Consultation	46
B.	Total Number of Residents Provided In Office Consultation	4
C.	Total Number of Residents Provided Telephone Mediation (Staff)	1
D.	Total Number of Residents Provided Board Mediation	0
E.	Total Number of Residents Provided Outreach Presentation	1
F.	Total Number of Residents Provided Outreach Consultation	0
	Total Services Provided to Residents	52

TOTALS FOR THIRD QUARTER 2024: JANUARY, FEBRUARY, MARCH

A.	Total Number of Residents Provided Telephone Consultation	11
B.	Total Number of Residents Provided In Office Consultation	4
C.	Total Number of Residents Provided Telephone Mediation (Staff)	0
D.	Total Number of Residents Provided Board Mediation	0
E.	Total Number of Residents Provided Outreach Presentation	0
F.	Total Number of Residents Provided Outreach Consultation	0
	Total Services Provided to Residents	15

TOTALS FOR THE MONTH OF JANUARY 2024

A.	Total Number of Residents Provided Telephone Consultation	3
B.	Total Number of Residents Provided In Office Consultation	1
C.	Total Number of Residents Provided Telephone Mediation (Staff)	0
D.	Total Number of Residents Provided Board Mediation	0
E.	Total Number of Residents Provided Outreach Presentation	0
F.	Total Number of Residents Provided Outreach Consultation	0
	Total Services Provided to Residents	4

TOTALS FOR THE MONTH OF FEBRUARY 2024

A.	Total Number of Residents Provided Telephone Consultation	5
B.	Total Number of Residents Provided In Office Consultation	2
C.	Total Number of Residents Provided Telephone Mediation (Staff)	0
D.	Total Number of Residents Provided Board Mediation	0
E.	Total Number of Residents Provided Outreach Presentation	0
F.	Total Number of Residents Provided Outreach Consultation	0
	Total Services Provided to Residents	7

TOTALS FOR THE MONTH OF MARCH 2024

A.	Total Number of Residents Provided Telephone Consultation	3
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RENTAL HOUSING MEDIATION PROGRAM

CITY OF CARPINTERIA TOTALS

THIRD QUARTER AND YEAR-TO-DATE TOTALS FOR FY 2023 - 2024

B.	Total Number of Residents Provided In Office Consultation	1
C.	Total Number of Residents Provided Telephone Mediation (Staff)	0
D.	Total Number of Residents Provided Board Mediation	0
E.	Total Number of Residents Provided Outreach Presentation	0
F.	Total Number of Residents Provided Outreach Consultation	0
	Total Services Provided to Residents	<u>4</u>

**RENTAL HOUSING MEDIATION PROGRAM
CITY OF CARPINTERIA
YEAR-TO-DATE TOTALS: JULY 1, 2023 - MARCH 31, 2024**

ACTIVITY	YEAR-TO-DATE TOTALS
TYPE OF SERVICE	
Telephone Consultation	46
In Office Consultation	4
Telephone Mediation (Staff)	1
Total	51
OTHER ACTIVITIES	
Outreach Presentation	1
Total	1
WHO INITIATED CONTACT	
Tenant	38
Landlord	13
Outreach	1
Total	52
ISSUE	
Deposit	8
Rent Increase	7
Habitability & Repair	5
Discrimination	2
Unlawful Detainer	2
Forcible Eviction	1
Termination of Tenancy	22
Termination 3-Day by LL	4
Termination 30-Day by LL	2
Termination 60-Day by LL	12
Termination 90-Day by LL	4
Other	5
Total	52
REFERRED BY	
Human Services Sector	5
Legal Agency	4
Media	17
Outreach	4
Personal Referral	5
Self, as Past User	17

**RENTAL HOUSING MEDIATION PROGRAM
CITY OF CARPINTERIA
YEAR-TO-DATE TOTALS: JULY 1, 2023 - MARCH 31, 2024**

ACTIVITY	YEAR-TO-DATE TOTALS	
REFERRED BY		
	Total	52
INCOME		
0-30% MFI		21
31-50% MFI		11
51-80% MFI		2
80%+ MFI		17
Unknown		1
	Total	52
RACE		
White		51
Unknown		1
	Total	52
DISABLED		
Reported Disability		7
	Total	7
ETHNICITY		
Hispanic/Latino		18
	Total	18

**RENTAL HOUSING MEDIATION PROGRAM
CITY OF CARPINTERIA
TOTALS FOR THIRD QUARTER FY 2024: JANUARY, FEBRUARY, MARCH**

ACTIVITY	3RD QUARTER TOTALS
TYPE OF SERVICE	
Telephone Consultation	11
In Office Consultation	4
Total	15
WHO INITIATED CONTACT	
Tenant	11
Landlord	4
Total	15
ISSUE	
Deposit	3
Rent Increase	2
Habitability & Repair	1
Discrimination	2
Unlawful Detainer	1
Termination of Tenancy	6
Termination 3-Day by LL	2
Termination 60-Day by LL	3
Termination 90-Day by LL	1
Total	15
REFERRED BY	
Human Services Sector	3
Legal Agency	1
Media	1
Personal Referral	1
Self, as Past User	9
Total	15
INCOME	
0-30% MFI	5
31-50% MFI	4
51-80% MFI	1
80%+ MFI	5
Total	15
RACE	
White	15

**RENTAL HOUSING MEDIATION PROGRAM
CITY OF CARPINTERIA
TOTALS FOR THIRD QUARTER FY 2024: JANUARY, FEBRUARY, MARCH**

ACTIVITY		3RD QUARTER TOTALS
RACE		
	Total	15
DISABLED		
Reported Disability		1
	Total	1
ETHNICITY		
Hispanic/Latino		6
	Total	6

**RENTAL HOUSING MEDIATION PROGRAM
CITY OF CARPINTERIA
TOTALS FOR THE MONTH OF: JANUARY 2024**

ACTIVITY	MONTHLY TOTALS
TYPE OF SERVICE	
Telephone Consultation	3
In Office Consultation	1
Total	4
WHO INITIATED CONTACT	
Tenant	4
Total	4
ISSUE	
Rent Increase	2
Unlawful Detainer	1
Termination of Tenancy	1
Termination 3-Day by LL	1
Total	4
REFERRED BY	
Personal Referral	1
Self, as Past User	3
Total	4
INCOME	
0-30% MFI	1
31-50% MFI	2
51-80% MFI	1
Total	4
RACE	
White	4
Total	4
ETHNICITY	
Hispanic/Latino	1
Total	1

**RENTAL HOUSING MEDIATION PROGRAM
CITY OF CARPINTERIA
TOTALS FOR THE MONTH OF: FEBRUARY 2024**

ACTIVITY	MONTHLY TOTALS
TYPE OF SERVICE	
Telephone Consultation	5
In Office Consultation	2
Total	7
WHO INITIATED CONTACT	
Tenant	4
Landlord	3
Total	7
ISSUE	
Deposit	1
Discrimination	2
Termination of Tenancy	4
Termination 60-Day by LL	3
Termination 90-Day by LL	1
Total	7
REFERRED BY	
Human Services Sector	2
Legal Agency	1
Media	1
Self, as Past User	3
Total	7
INCOME	
0-30% MFI	1
31-50% MFI	2
80%+ MFI	4
Total	7
RACE	
White	7
Total	7
DISABLED	
Reported Disability	1
Total	1
ETHNICITY	

**RENTAL HOUSING MEDIATION PROGRAM
CITY OF CARPINTERIA
TOTALS FOR THE MONTH OF: FEBRUARY 2024**

ACTIVITY		MONTHLY TOTALS
ETHNICITY		
Hispanic/Latino		2
	Total	2

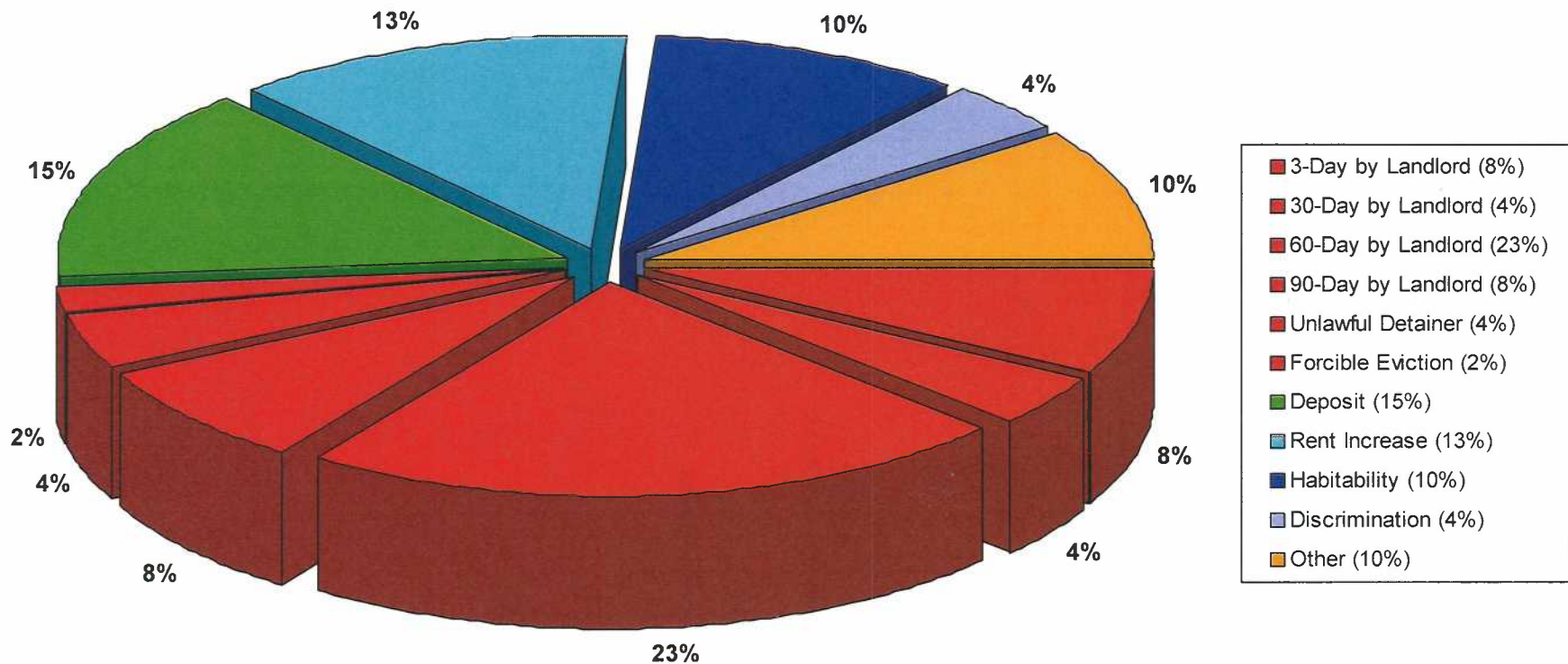
**RENTAL HOUSING MEDIATION PROGRAM
CITY OF CARPINTERIA
TOTALS FOR THE MONTH OF: MARCH 2024**

ACTIVITY	MONTHLY TOTALS
TYPE OF SERVICE	
Telephone Consultation	3
In Office Consultation	1
Total	4
WHO INITIATED CONTACT	
Tenant	3
Landlord	1
Total	4
ISSUE	
Deposit	2
Habitability & Repair	1
Termination of Tenancy	1
Termination 3-Day by LL	1
Total	4
REFERRED BY	
Human Services Sector	1
Self, as Past User	3
Total	4
INCOME	
0-30% MFI	3
80%+ MFI	1
Total	4
RACE	
White	4
Total	4
ETHNICITY	
Hispanic/Latino	3
Total	3

ATTACHMENT 1
RENTAL HOUSING MEDIATION PROGRAM

CITY OF CARPINTERIA
TOTALS BY ISSUE

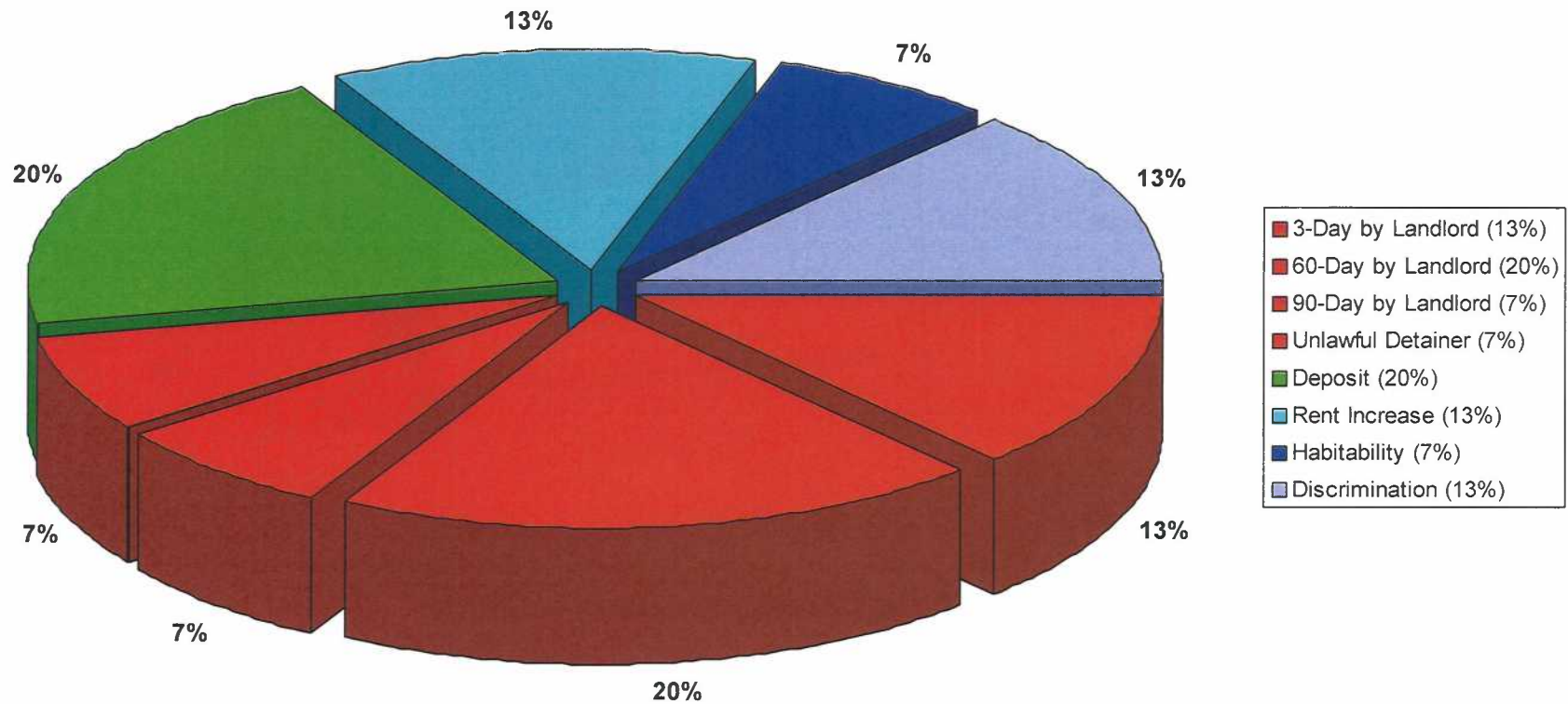
YEAR-TO-DATE TOTALS: JULY 1, 2023 TO MARCH 31, 2024



ATTACHMENT 1
RENTAL HOUSING MEDIATION PROGRAM

CITY OF CARPINTERIA
TOTALS BY ISSUE

THIRD QUARTER FY 2024: JANUARY, FEBRUARY, MARCH



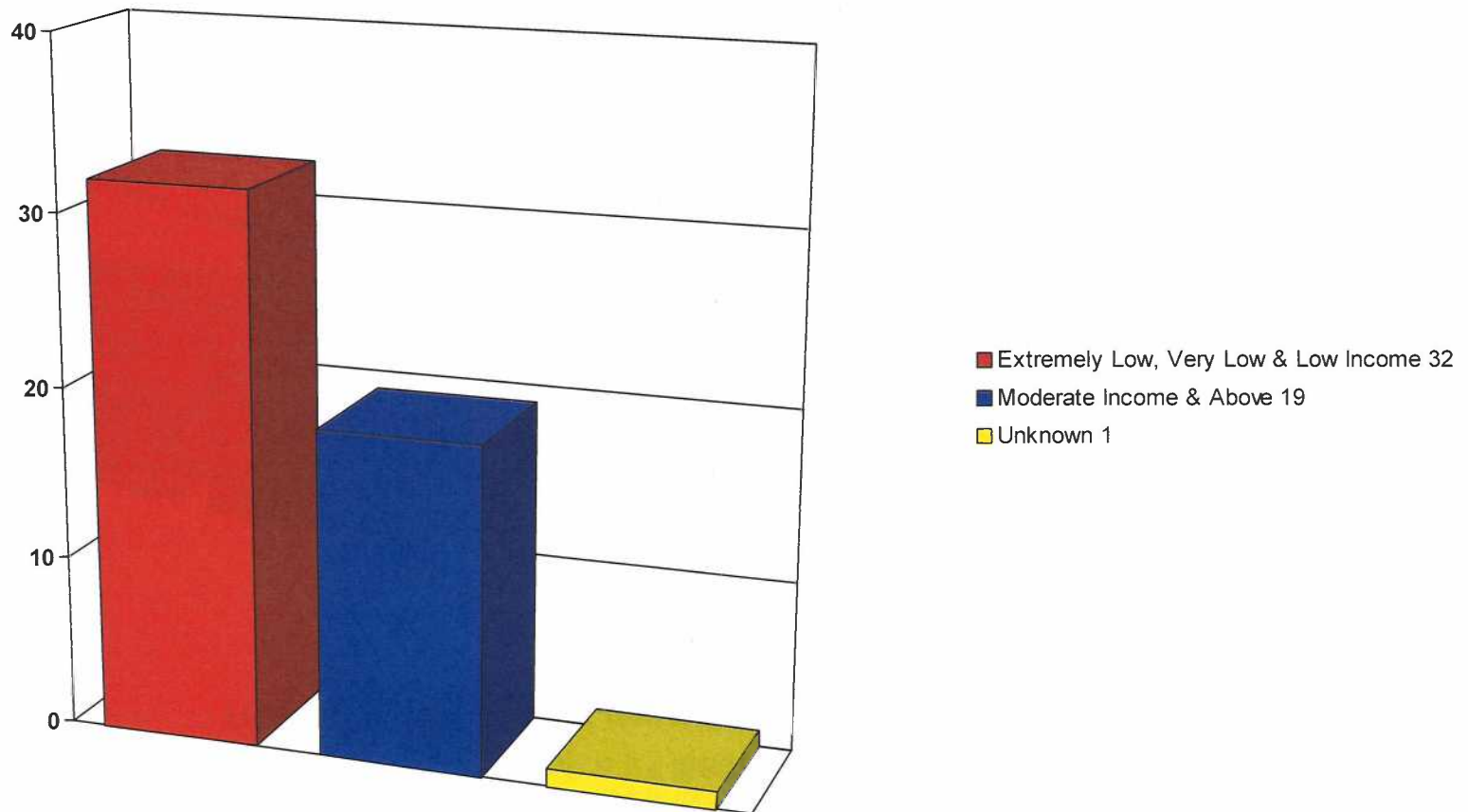
RED = Termination of Tenancy 47%
*** Other Includes Outreach Consultations**

**ATTACHMENT 2
RENTAL HOUSING MEDIATION PROGRAM**

CITY OF CARPINTERIA

CLIENT INCOME LEVELS*, YEAR-TO-DATE TOTALS: JULY 1, 2023 TO MARCH 31, 2024

52 TOTAL UNDUPLICATED CLIENTS SERVED



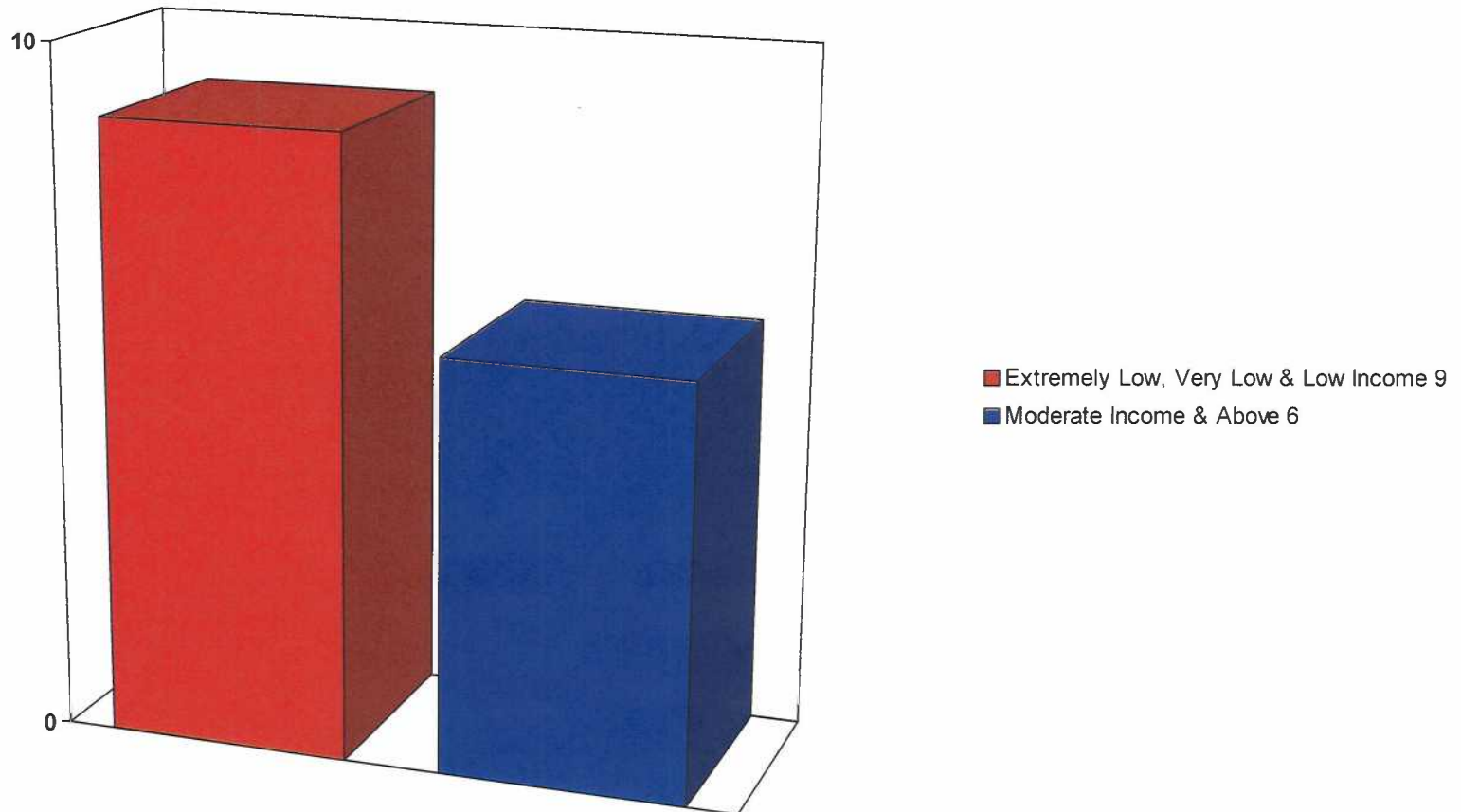
* DATA IS BASED ON CLIENTS'
SELF CERTIFICATION/REPORTED INCOME

**ATTACHMENT 2
RENTAL HOUSING MEDIATION PROGRAM**

CITY OF CARPINTERIA

CLIENT INCOME LEVELS*, THIRD QUARTER FY 2024: JANUARY, FEBRUARY, MARCH

15 TOTAL UNDUPLICATED CLIENTS SERVED



* DATA IS BASED ON CLIENTS'
SELF CERTIFICATION/REPORTED INCOME

**ATTACHMENT 3
RENTAL HOUSING MEDIATION PROGRAM
OUTREACHES / WORKSHOPS**

CITY OF CARPINTERIA

YEAR-TO-DATE TOTALS: JULY 1, 2023 TO MARCH 31, 2024

	Date	Location	Event
1.	10/14/23	Livestream to Carpinteria	Housing Santa Barbara Day-RHMP Workshop



City of Carpinteria

COUNCIL AGENDA STAFF REPORT May 13, 2024

ITEM FOR COUNCIL CONSIDERATION

Receive and file letter of resignation of District 3 Councilmember Roy Lee and determine Process for Filling City Council Vacancy.

STAFF RECOMMENDATION

Council to receive and file letter of resignation of District 3 Councilmember Roy Lee and provide direction to staff with respect to this seat. Per the attached letter of resignation, the effective date of Councilmember Roy Lee's resignation is December 9, 2024. The Council may fill the seat either by appointment or a special election that would be consolidated with the General Municipal Election on November 5, 2024. If the Council chooses to fill the seat by appointment, the matter will be brought back at a future undetermined date; if it chooses special election, staff will include the District 3 seat to the list of candidate seats to be consolidated with the General Municipal and Statewide Elections that are to occur on November 5, 2024. Staff expects to bring these resolutions back for Council consideration at its next meeting.

BACKGROUND

In March, Councilmember Roy Lee ("Lee") was elected to the Santa Barbara County Board of Supervisors and will take office in January 2025. On May 7, 2024, Lee submitted a letter to the City Clerk stating that he intends to resign, effective December 9, 2024 (See Attachment A).

In order to fill the anticipated vacancy of his District 3 seat, the Council must either appoint a replacement or call a special election.

DISCUSSION

Lee was re-elected to the City Council in November of 2022, and is currently in the first half of his term of office, which would ordinarily end in December 2026. The Carpinteria Municipal

Code does not have provisions regarding filling a council vacancy; therefore, the process is dictated by State law.

Options to Fill Vacancy

Government Code § 36512(b) provides that if a vacancy occurs in an elective office, "...the council shall, within 60 days from the commencement of the vacancy, either fill the vacancy by appointment or call a special election to fill the vacancy." In the case of the office of a city council member, an office becomes vacant upon the delivery of a letter of resignation by the resigning council member to the city clerk. The letter of resignation may specify a date on which the resignation will become effective. Government Code §1770 (c)(2).

A. Appointment

State law does not mandate any particular process for filling a seat by appointment. Nevertheless, cities typically appoint a councilmember to fill a vacancy through an application process that would involve noticing the initiation of the appointment process and inviting applications; interviewing candidates during open session of a council meeting; and appointment by majority vote.

Because Lee will not leave his seat until December, the appointment process would not need to begin until later this year, probably around October, in order to initiate the appointment process and determine details.

B. Special Election

Alternatively, the Council may call a special election to fill Lee's seat. Since there is an upcoming election, this election could be consolidated with the General Municipal and Statewide Elections that are to occur on November 5, 2024. There is some cost savings to the City in having the option to consolidate with an existing election, rather than conducting a stand-alone election. The County Elections Office has informed the City that the estimated cost for this year's election will be \$19,000. If the City adds Lee's seat for election, the cost will be \$21,600. A stand-alone special election, by contrast, could be up to \$100,000. This year's General Municipal Election will complete the City's transition to district elections and will see the seats currently occupied by at-large members, Natalia Alarcon and Wade Nomura, replaced by representatives for Districts 2 and 4. If the Council were to choose filling the vacancy resulting from Lee's resignation, the District 3 seat would be added to the list of candidate seats to be filled.

The Santa Barbara County Elections Official has distributed a Local Measures Calendar of Events and Deadlines to the County's local agencies. According to their calendar, June 27, 2024 is the deadline to file with the Clerk of the Board of Supervisors any resolution requesting consolidation with the Statewide Election. The resolution must state the local candidates up for election as well as any measures the agency plans to put to a vote. If the Council chooses to fill the upcoming vacancy by special election, staff will include the District 3 seat to the list of candidate seats to be consolidated with the General Municipal and

Statewide Elections that are to occur on November 5, 2024. Staff expects to bring these resolutions back for Council consideration at its next meeting.

Staff is solely posing the question of how to fill the vacancy to the Council. Regardless of the option that the council chooses, the successor-in-office will serve the balance of Lee's term (e.g., until December 2026).

POLICY CONSISTENCY

The proposed action is consistent with City and County policies and procedures and State law.

FINANCIAL CONSIDERATIONS

If appointment is selected by the council, appointment incurs the cost of staff time.

If election is selected by the council, staff will be entering into an agreement with Santa Barbara County for election services to conduct the General Municipal Election scheduled for November 5, 2024 for the purpose of electing councilmembers to Districts 2 and 4. By consolidating with the General Municipal and Statewide Election, the cost for adding Lee's seat incurs an additional cost of \$2,600, which is considerably less than if the City were to hold a "stand-alone" special election.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The City Attorney has reviewed this report and will be available to answer questions at the meeting.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

ATTACHMENTS

Attachment A - Lee Letter of Resignation, dated May 7, 2024

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


Signature

Reviewed by: Ryan Kintz, Assistant City Manager
(805) 684-5405, ryank@carpinteriaca.gov


Signature

ATTACHMENT A

Councilmember Lee's Letter of Resignation

CITY of CARPINTERIA, CALIFORNIA



Members of the City Council

Al Clark - *Mayor*
Natalia Alarcon - *Vice Mayor*
Roy Lee
Mónica Solórzano
Wade T. Nomura

May 7, 2024

Dear Honorable Mayor, Vice Mayor and Councilmember Colleagues:

In March, I was elected to the Santa Barbara County Board of Supervisors and will take office as the County's First District representative in January 2025. I am writing to submit my resignation, which is to be effective upon the swearing in of my replacement on December 9, 2024. I am giving notice now in order to give the council an opportunity to decide if it would like to fill my District 3 seat by appointment or election. Given the timelines in State law, an election option must be presented to the council shortly.

It has been a great honor and privilege to serve the residents of Carpinteria since 2018. I want to express my gratitude to my fellow councilmembers, dedicated city staff, and members of the community who have supported and entrusted me with this incredible opportunity to serve. I intend to be this area's steadfast supporter at the county level, and wish nothing but the best for this wonderful place I and my family are proud to call home.

Respectfully,

Roy Lee



City of Carpinteria

COUNCIL AGENDA STAFF REPORT May 13, 2024

ITEM FOR COUNCIL CONSIDERATION

Ordinance No. 782, an Ordinance of the City Council, of the City of Carpinteria, California, amending Chapter 2.37 of the Carpinteria Municipal Code to modify the composition of the Carpinteria Community Library Advisory Commission and align reporting requirements with State law.

STAFF RECOMMENDATION

Approve Ordinance No. 782, as read by title only (first reading).

Sample Motion: I move to approve Ordinance No. 782, on first reading, as read by title only, and continue second reading for adoption to May 28, 2024. *(Requires reading of ordinance title and a roll call vote.)*

BACKGROUND

At the February 2024 Library Board of Trustees (LBOT) meeting, staff was directed to return to the City Council with modifications to Ordinance No. 782 reflecting the option to include a youth position on the Library Advisory Commission (LAC) and an update regarding the timing of the LAC annual reporting to the LBOT.

A public library operating in California and receiving resources and support from the California State Library is required to report statistics to the State Library. Each year the State provides a template for public libraries to populate the data the State Library needs to document their work. In 2023, the Public Library Survey (PLS) was due to the State Library on November 7. This is a key document used to provide LBOT an annual report as it contains all the data accrued in the previous fiscal year.

DISCUSSION

As per the LBOT discussion and direction provided at the February 2024 meeting, adding the option to include a youth position on the Library Advisory Commission serves two purposes: introducing city government and processes to young people by providing hands on experience in an advisory position as well as providing the LAC members with additional input from youth stakeholders. Staff has prepared a redlined Ordinance No. 782, provided in Attachment A,

showing the proposed language that would codify the option for the LAC to include a Youth Representative from the Library service area.

In addition, in order to provide the LAC time to prepare a thorough annual report to the LBOT, using data collected for the California State Library, staff is recommending a modification to the date the annual report is due as written in Ordinance No. 782. This recommended change allows for the date when the Annual Report is submitted to the LBOT to be amended as needed and is reflected in the redlined version of the Ordinance No. 782 provided in Attachment A. Attachment B shows a clean version of the updated Ordinance.

POLICY CONSISTENCY

This agenda item is consistent with the City's 2024 Strategic Plan Primary Goal #4: "Strengthen Community Institution Collaboration" by identifying and implementing opportunities for youth engagement in City government activities.

FINANCIAL CONSIDERATIONS

Staff time to prepare the report is included in the Adopted FY 2023-24 Budget.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The City Attorney's Office has provided the edits to the proposed changes to Ordinance No. 782 and is available to answer any questions.

OPTIONS

1. Approve Ordinance No. 782, as read by title only (first reading).
2. The City Council may choose not to approve the updated Ordinance No. 782 language and instead provide alternative direction or changes to the Ordinance.

PRINCIPAL PARTIES EXPECTED AT MEETING

No principal parties expected to attend.

ATTACHMENTS

Attachment A – Redlined Ordinance No. 782
Attachment B – Clean Version of Ordinance No. 782

Staff contact: Jody Thomas
(805-684-4314, jodyt@carpinteriaca.gov)

Reviewed by: Ryan Kintz, Assistant City Manager
(805) 755-4400, ryank@carpinteriaca.gov


Signature

Signature

ATTACHMENT A

ORDINANCE NO. 782

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
CARPINTERIA, CALIFORNIA, AMENDING CHAPTER 2.37 OF THE
CARPINTERIA MUNICIPAL CODE TO MODIFY THE COMPOSITION
OF THE CARPINTERIA COMMUNITY LIBRARY ADVISORY
COMMISSION AND ALIGN REPORTING REQUIREMENTS WITH
STATE LAW**

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WHEREAS, on June 14, 2021, the City Council adopted Ordinance No. 747, establishing a Municipal Library, Library Board of Trustees, and the Library Division of the Parks, Recreation and Public Facilities Department;

WHEREAS, on October 11, 2021, the Library Board of Trustees approved Resolution No. 6074 establishing a Library Advisory Commission and adopting bylaws for its operation;

WHEREAS, on June 13, 2022, the City Council adopted Ordinance 756, which superseded Resolution No. 6074 by incorporating the resolution's contents into Chapter 2.37 of the Carpinteria Municipal Code ("CMC"), thereby establishing the Library Advisory Commission by ordinance;

WHEREAS, the City Council now desires to add a non-voting youth position to the Library Advisory Commission and ensure alignment of the annual Librarian reporting requirement with anticipated future changes to State law.

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

SECTION 1. Incorporation of Recitals

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

SECTION 2. Amendment to Sections 2.37.010 and 2.37.050 in CMC Chapter 2.37 ("Library Advisory Commission")

A. Section 2.37.010 is modified to read as follows (strikeout indicates deletion, underlining indicates addition):

2.37.010 - Established—Membership.

The Carpinteria Community Library Advisory Commission ("commission") shall be composed of five members representative of the library service area with an option to expand as needed. Members will be appointed to two-year terms. All members of the commission shall be appointed through

nomination by the president of the library board of trustees ("board") and consent of the board, and shall serve at the pleasure of the board. The Commission may also include a Youth Representative from the Library service area. The commission shall invite liaison representatives from the Friends of the Montecito Library, Friends of the Carpinteria Library, and a representative from the office of the County Board of Supervisors First District to attend regular meetings. ~~The c~~Commission shall invite a liaison representative from the Friends of the Carpinteria Library, Friends of the Montecito Library, the City Representative to the Santa Barbara County Library Advisory Committee, and a representative from the office of the County Board of Supervisors First District to attend regular meetings.

Should additional libraries be added to the Carpinteria Library System in the future, additional voting members may be added to the commission.

The board president and board shall also, through its nomination and appointment process, seek to ensure a commission that is representative of the library service area population demographic; library user groups, including underrepresented user groups; and person(s) knowledgeable in library management and operations.

2.37.050 - Duties and Responsibilities.

The commission shall have the duties and responsibilities specified below, acting in an advisory capacity to the board and city librarian in matters pertaining to the management, administration, operation, development, improvement and maintenance of the library, including but not limited to:

- E. Submitting an annual report on the condition of the library for consideration by the board and transmittal to the state library board on or before August 31 of each year, pursuant to Education Code 18927, as it may be amended from time to time;

SECTION 3. Effective Date

This Ordinance shall take effect and be in force and effect thirty days from and after its passage; and before the expiration of fifteen days of its passage shall be published once with the names of the members of the City Council voting for and against the same in the Coastal View, a newspaper of general circulation, published in the City of Carpinteria, County of Santa Barbara adoption pursuant to California Government Code section 36937.

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

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SECTION 6. Certification

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ABSTAIN: COUNCILMEMBER(S):

28372811.3

Ordinance No. 782
Page 4

APPROVED AS TO FORM

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

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ATTACHMENT B

ORDINANCE NO. 782

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA, CALIFORNIA, AMENDING CHAPTER 2.37 OF THE CARPINTERIA MUNICIPAL CODE TO MODIFY THE COMPOSITION OF THE CARPINTERIA COMMUNITY LIBRARY ADVISORY COMMISSION AND ALIGN REPORTING REQUIREMENTS WITH STATE LAW

WHEREAS, on June 14, 2021, the City Council adopted Ordinance No. 747, establishing a Municipal Library, Library Board of Trustees, and the Library Division of the Parks, Recreation and Public Facilities Department;

WHEREAS, on October 11, 2021, the Library Board of Trustees approved Resolution No. 6074 establishing a Library Advisory Commission and adopting bylaws for its operation;

WHEREAS, on June 13, 2022, the City Council adopted Ordinance 756, which superseded Resolution No. 6074 by incorporating the resolution's contents into Chapter 2.37 of the Carpinteria Municipal Code ("CMC"), thereby establishing the Library Advisory Commission by ordinance;

WHEREAS, the City Council now desires to add a non-voting youth position to the Library Advisory Commission and ensure alignment of the annual Librarian reporting requirement with anticipated future changes to State law.

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

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Should additional libraries be added to the Carpinteria Library System in the future, additional voting members may be added to the commission.

The board president and board shall also, through its nomination and appointment process, seek to ensure a commission that is representative of the library service area population demographic; library user groups, including underrepresented user groups; and person(s) knowledgeable in library management and operations.

2.37.050 - Duties and Responsibilities.

The commission shall have the duties and responsibilities specified below, acting in an advisory capacity to the board and city librarian in matters pertaining to the management, administration, operation, development, improvement and maintenance of the library, including but not limited to:

- E. Submitting an annual report on the condition of the library for consideration by the board each year, pursuant to Education Code 18927, as it may be amended from time to time;

SECTION 3. Effective Date

This Ordinance shall take effect and be in force and effect thirty days from and after its passage; and before the expiration of fifteen days of its passage shall be published once with the names of the members of the City Council voting for and against the same in the Coastal View, a newspaper of general circulation, published in the City of Carpinteria, County of Santa Barbara adoption pursuant to California Government Code section 36937.

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 State CEQA Guidelines §15060(c)(3) (this activity is not a "project" as defined in §15378).

SECTION 6. Certification

The City Clerk shall certify to the passage and adoption of this Ordinance.

PASSED, APPROVED AND ADOPTED on May 13, 2024, by the following vote:

AYES: COUNCILMEMBER(S):

NOES: COUNCILMEMBER(S):

ABSENT: COUNCILMEMBER(S):

ABSTAIN: COUNCILMEMBER(S):

Al Clark, Mayor of Carpinteria

ATTEST

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

I hereby certify that the foregoing ordinance was adopted after second reading at a regular meeting of the City Council of the City of Carpinteria held on May 13, 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 for the City of Carpinteria



City of Carpinteria

COUNCIL AGENDA STAFF REPORT May 13, 2024

ITEM FOR COUNCIL CONSIDERATION

2024 Community Promotions and Communications Program Report

STAFF RECOMMENDATION

Receive and file the 2024 Community Promotions and Communications Program Report

Sample Motion: I move to receive and file the 2024 Community Promotions and Communications Program Report.

BACKGROUND

The City of Carpinteria has organized in-person events for emergency preparedness, neighborhood resilience, and community engagement activities. On May 20, 2023, Vice Mayor Alarcon and Councilmember Solórzano organized Together We Thrive, a community engagement and resource fair. On August 28, 2023, the City Council received a debrief about the event and requested information from staff about potentially formalizing and organizing outreach events in other districts and inquired about data related to the City's Community Promotions and Communications program. On January 29, 2023, City Council adopted five primary goals, including Goal #1 to Enhance public outreach, education and transparency. As part of this goal, the following objectives, related to communications, were identified as priorities:

- Objective to hear from more voices and ensure policies are benefitting 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

The Community Promotions and Communications program is overseen by the General Government Program Manager with contract support from Two Trumpets Communications. Since 2018, the City has maintained a contract with Two Trumpets for digital media services, including social media support and production of the City's electronic newsletter, The Current.

The purpose of this agenda matter is to provide the City Council with information regarding future district and/or citywide outreach events and to receive feedback and/or direction from the Council related to implementation. In addition, the General Government Program Manager, Olivia Uribe-Mutal, and representative from Two Trumpets Communication, Lea Boyd, will provide an overview of the City's communications strategy, and related data, and seek feedback and/or direction from the Council regarding potential future strategy and data collection.

DISCUSSION

In Person Events

Although no events have taken place in 2024 so far, the following information provides context about events organized by the General Government Department for broad community outreach.

The Neighbor-to-Neighbor program was a key component of Carpinteria's public engagement strategy, focusing on strengthening connections between the City and residents to enhance neighborhood safety and resilience. By utilizing services like emergency preparedness and code compliance, the program empowered neighborhoods to address challenges effectively, leveraging existing programs such as Community Emergency Response Teams (CERT) and LISTOS. This initiative stemmed from a community committee in 2017 and culminated in a successful pilot event in August 2019 with over 150 attendees. The event showcased the program's potential to foster community cohesion and improve communication with City Hall but was paused due to the COVID-19 pandemic.

Similarly, the Together We Thrive event, spearheaded by Vice Mayor Alarcon and Councilmember Solórzano, aimed to bridge engagement gaps within the community. The inaugural event in May 2023 garnered significant attendance, particularly engaging families near Aliso School. Surveys conducted during this event generated 107 responses, providing valuable feedback and highlighting the City's commitment to building connected neighborhoods.

During the annual work plan process, the Council expressed concern about outreach efforts not reaching all segments of the community. They emphasized the need to hear from a diverse range of voices to ensure policy decisions benefit a wider array of residents. Through enhanced public outreach and transparent decision-making, the City

Council aims to cultivate an informed community, encourage civic participation, and foster a collaborative relationship between the City and Carpinteria residents.

In collaboration with the City Attorney's Office, it has been determined that while the City can host events in districts where councilmembers are candidates for reelection or other offices, these events must remain non-partisan and equitable. To comply with relevant laws and regulations concerning public events and political neutrality, the City will focus on hosting one issue-based outreach event rather than district or councilmember-centric events until the end of 2024.

While Neighbor to Neighbor focused heavily on emergency preparedness and Together We Thrive emphasized community resources, exploring other themes for city-wide community engagement is essential. At this time staff is seeking input about a season or best time to hold an event, a location that is central and accessible to the majority of the community and a central theme. Once these have been identified targeted outreach will be made to promote this event utilizing existing outreach methods and expanding these.

The City intends to broaden its outreach to the Latino community and involve residents who haven't been engaged previously by partnering with organizations, community groups, and digital platforms. This effort includes working closely with the Santa Barbara County Promotores Network and utilizing paid advertising on Radio Bronco.

Furthermore, the survey conducted during the Together We Thrive event was successful. Building upon this survey could be beneficial for future events and may even become a focal point for City metrics as part of an environmental scan providing feedback about resident priorities, satisfaction with City services and interfaces, and opportunities for improvement in our services.

Media Communications

Media communications for the City of Carpinteria predominantly consist of press releases containing newsworthy content, initially drafted by staff and refined by our consultant before distribution to local traditional media (print, TV, and radio), including Carpinteria and Santa Barbara news outlets. Press releases have been issued in 2024 about the following topics: the Living Shoreline grant award, the Monte Vista Dog Park opening, Agewell Carpinteria programming, the FEMA National Flood Insurance Program, the Community Services Support Grants Program, and new staff announcements. Targeted advertisements are placed in the Coastal View News (CVN), typically funded by specific programs like CERT or the City's HOST Committee, although occasionally covered by the Community Promotions budget.

Engagement through traditional and digital media can be regarding workplan involvement, and public education on priorities identified by the City Manager, including initiatives related to emergency preparedness and regulations like those for e-bikes and

leash laws. Suggestions for themes requiring public engagement are welcome from both the council and the public.

Digital Media

In 2018, the City of Carpinteria entered into a contract with Two Trumpets Communications to enhance its digital outreach services and provide design support. This partnership saw the launch of the City's official Facebook and Nextdoor.com accounts. Building on this success, Two Trumpets further expanded the City's digital presence in 2020 by introducing a monthly digital newsletter titled "The Current" and launching the City's Instagram account.

As part of their services, and due to the need to keep residents informed during the COVID-19 pandemic, Two Trumpets increased the frequency of "The Current" distribution to twice a month and introduced a Spanish language version, catering to a diverse audience. They also began providing design services for various City materials, including signage, flyers, and advertisements. "The Current" newsletter has garnered an engaged audience, with 1,313 English language readers and 29 Spanish language readers, showcasing the effectiveness of Two Trumpets' communication strategies.

An agreement for public outreach services and communications support is expected to be approved by the Council at the May 13, 2024 meeting.

POLICY CONSISTENCY

As part of its 2024 adopted work plan the Council prioritized the goal to enhance public outreach, education and transparency.

The 2019 Work plan identified that the Neighborhood Preservation Committee (NPC) report dated July 2010, included recommendations concerning neighborhood services.

Additionally, public engagement supports the purpose of the City's Sustainability Policy (Resolution No.5500), which states, among other objectives: "Implement programs which promote interactions and communication between neighbors, including internet-based social programs and local community groups."

OPTIONS

Receive and file the 2024 Community Promotions and Communications Program Report and provide staff with direction and/or feedback for:

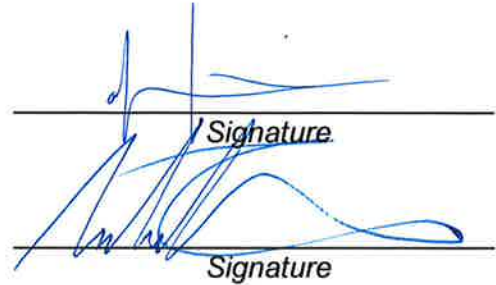
- Outreach event theme
- Date range
- Location
- Survey or other data to be collected.

ATTACHMENTS

Attachment A: City of Carpinteria Outreach Presentation by Two Trumpets principal Lea Boyd.

Staff contact: Olivia Uribe Mutal, Program Manager
(805) 755-4401, oliviau@carpinteriaca.gov

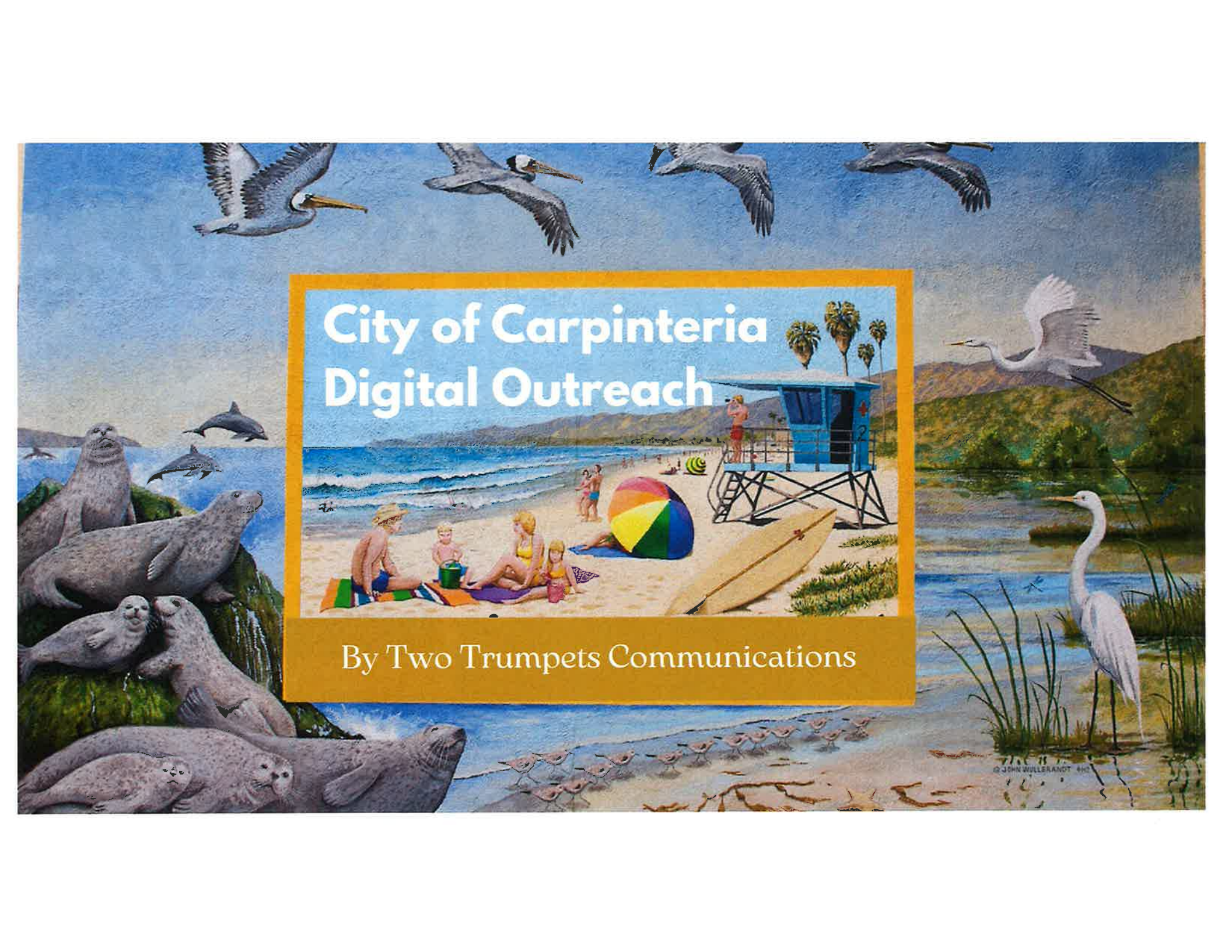
Reviewed by: Michael Ramirez, City Manager
(805) 755-4450, michaelr@carpinteriaca.gov



Signature

Signature

ATTACHMENT A

The background is a detailed painting of a coastal scene. On the left, several seals are resting on a rocky shore. In the center, a group of people are relaxing on a sandy beach with a colorful beach umbrella and a lifeguard stand. To the right, a large white egret stands in shallow water. The sky is filled with various birds, including pelicans and seagulls. The overall style is a classic, colorful illustration.

City of Carpinteria Digital Outreach

By Two Trumpets Communications



Timeline

Two Trumpets Communications contracts with the City of Carpinteria to build and manage digital outreach services and provide design support.

2018

- Launched City of Carpinteria Facebook & Nextdoor.com accounts.
- Developed monthly digital newsletter: "The Current"

2020

- Launched City of Carpinteria Instagram account.
- Increased frequency of "The Current" distribution to twice a month and introduced a Spanish language version.
- Began providing design services for City signage, flyers, advertising, etc.

2024

- Goal: Communicate to public on budget, economics, & tradeoffs.
- Goal: Assess communication tools & methods.
- Goal: Track & report on engagement efforts

Growth

Two Trumpets Communications contracts with the City of Carpinteria to build and manage digital outreach services and provide design support.

	2018	2020	2024
Facebook	0	658	2,579
Instagram	0	0	3,656
The Current			
English	98	368	1,313
Spanish	0	0	29



**WITH OUR
NEW APP**

you can

- Report Problems
- Request Services
- Receive Updates



**CARPINTERIA
COMMUNITY
POOL**

has expanded
its recreational
swim hours

**COME SWIM
WITH US!**

TUESDAY: 1:15 - 2:30 P.M.
THURSDAY: 1:15 - 2:30 P.M.
SATURDAY: 11 A.M. - 3 P.M.

For more information visit
<https://bit.ly/CarpinteriaPool>



ABOP

Antifreeze, Batteries, Oil, Paint

FREE COLLECTION EVENT

Saturday, Dec. 10
9 a.m. - 1 p.m.
City Hall
5775 Carpinteria Ave.

LAST ABOP OF 2022



**FLOOD
WATCH**

IN EFFECT AT 10 PM ON DECEMBER 19, 2023

READY SBC.org
SIGNUP · PLAN · UNDERSTAND



**we are
HIRING
an
AQUATICS
COORDINATOR**



**Grant
Applications
now open!**

Awarding grants
for 2023/24 and
2024/25

Deadline
to apply:
April 19, 2024.

Funding Categories

- COMMUNITY COLLABORATION
- SOCIAL SERVICES
- COMMUNITY EVENTS
- CITY COUNCIL INITIATIVES/EMERGENT NEEDS

Application: CarpinteriaCA.gov under Hot Topics



**Carpinteria
City Council
Meeting**

Monday,
Aug. 8
5:30 p.m.

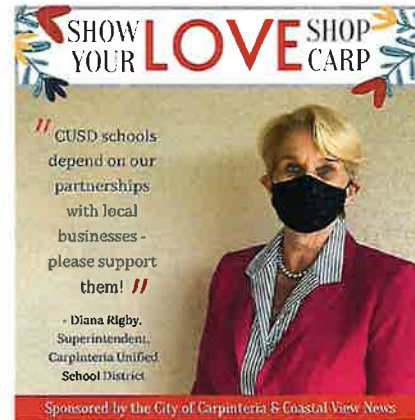


I'm Malibu!

I'm looking for my
forever family. I'm a
sweet Husky mix and
I'm ready to become
part of your active
home. I love to go on
runs and hikes. I am
kind and loyal, a true
family dog. Please
contact the City of
Carpinteria to
meet me.

Email DavidH@carpinteriaca.gov





2024 Top Post Performance

Highest reach on a post ⓘ



Facebook post

🚜. It's tractor time at City Beach! In preparation for ber...

Feb 27, 2024, 1:05 PM

This post's reach (12,097) is **1,926%** higher than your median post reach (597) on Facebook.

Highest reactions on a post ⓘ



Facebook post

👏👏 We are thrilled to introduce Francisco Morales,...

Mar 12, 2024, 2:08 PM

This post received **2,382%** more reactions (273 reactions) than your median post (11 reactions) on Facebook.

Highest comments on a post ⓘ



Facebook post

💳. Starting on Feb. 1, there will be a 4% surcharge applie...

Feb 1, 2024, 10:42 AM

This post received 61 comments compared to your median post (0 comments) on Facebook.

Highest reach on a post ⓘ



Instagram post

⚠️ EVACUATION ORDERS have been issued for the following...

Feb 3, 2024, 3:10 PM

This post's reach (2,414) is **244%** higher than your median post reach (701) on Instagram.

Highest likes on a post ⓘ



Instagram post

⭐ Our new Parks and Recreation Program...

Mar 6, 2024, 2:49 PM

This post received 213 likes.

Highest comments on a post ⓘ



Instagram post

⭐ Our new Parks and Recreation Program...

Mar 6, 2024, 2:49 PM

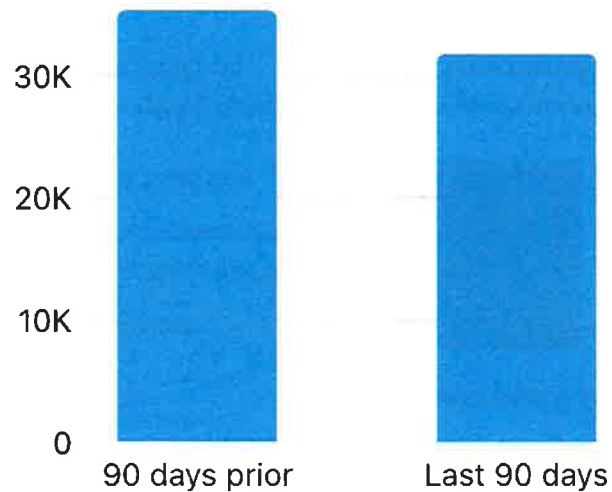
This post received 21 comments compared to your median post (0 comments) on Instagram.

Facebook Reach & Engagement (90 days)

Post reach ⓘ

31.9K ↓ 10%

Total from last 90 days vs 90 days prior

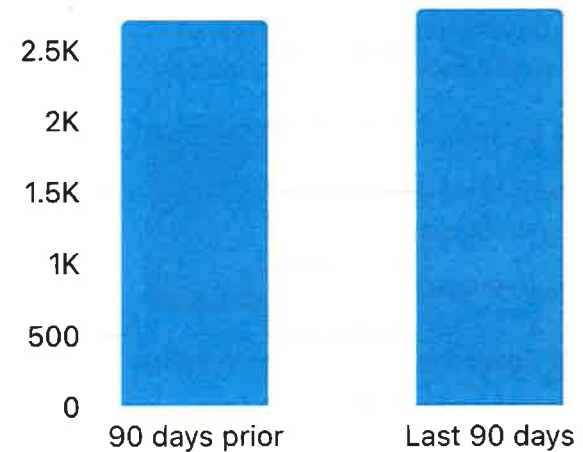


Engagement

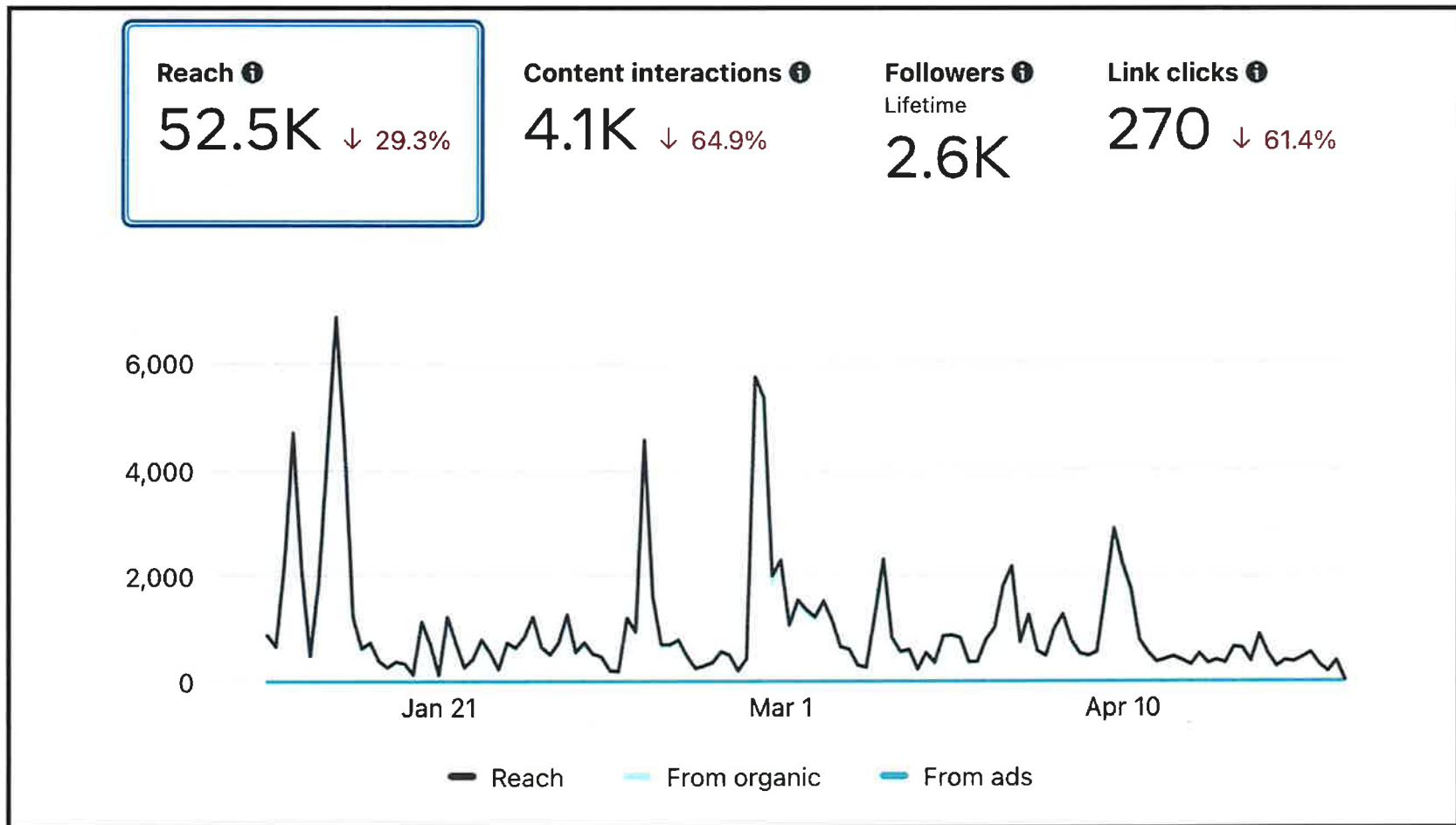
Post reactions, comments and shares ⓘ

2.8K ↑ 3%

Total from last 90 days vs 90 days prior



Facebook Reach & Engagement (year to date)

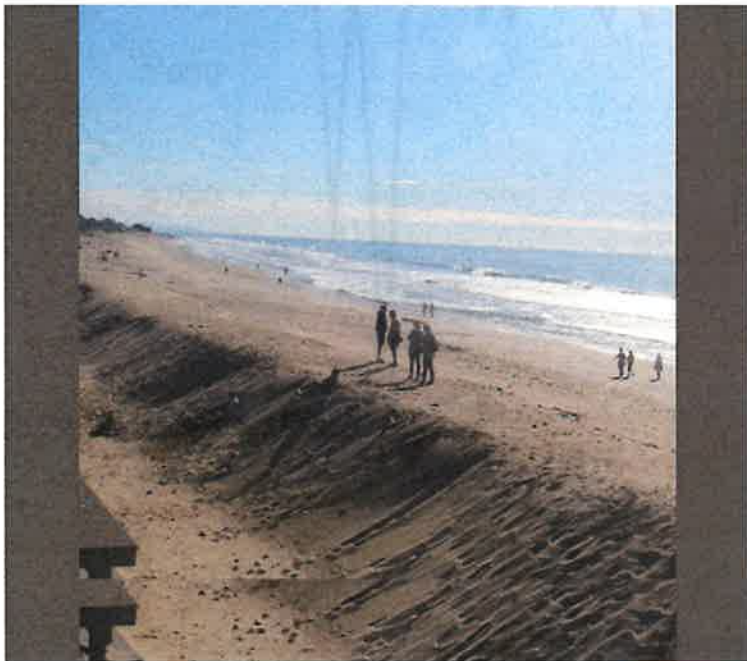




City of Carpinteria

Published by Lea Boyd · January 8 · 🌐

Surf checks, weather peeks and updated views of our City Beach are back now that the City beach camera is up and running again. Thank you for your patience as we worked to restore service over the last month. Images that are captured and posted online every 30 minutes can once again be viewed at <https://video-monitoring.com/beachcams/carpinteria/>. We also are researching a replacement of the existing aging equipment with the goal of increasing reliability and adding live streaming services.



See insights and ads

👍❤️ 31

Boost post

1 comment 13 shares



City of Carpinteria

Published by Instagram · February 29 · 🌐

When Little League athletes and fans take off their hats to salute the flag this season, they'll be paying their respects to an American flag flying on a brand new flagpole. Public Works crew members Anthony Vega and David Huff put up the new pole this week, just in time for Saturday's Little League Opening Day. Take a close look for the uniquely Carpinteria element on top!



See insights and ads

👍❤️ 67

Boost post

10 comments 6 shares

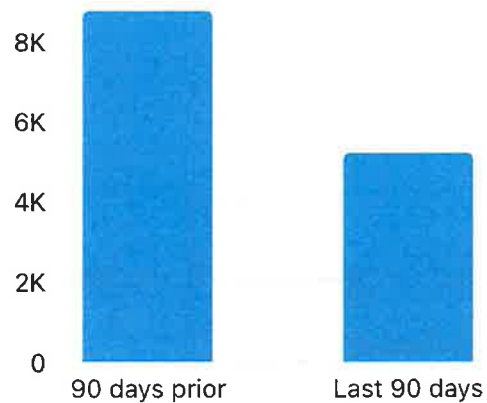
Instagram Reach & Engagement (90 days)

Reach

Post reach ⓘ

5.2K ↓ 40.6%

Total from last 90 days vs 90 days prior

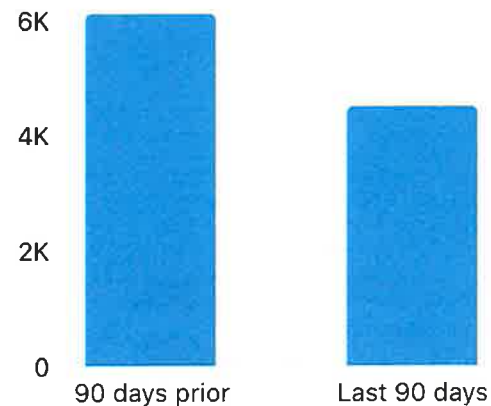


Engagement

Post likes, comments and shares ⓘ

4.5K ↓ 26.1%

Total from last 90 days vs 90 days prior



Instagram Reach & Engagement (year to date)

Reach ⓘ

6.5K ↓ 94.7%

Content interactions ⓘ

6.8K ↑ 28.1%

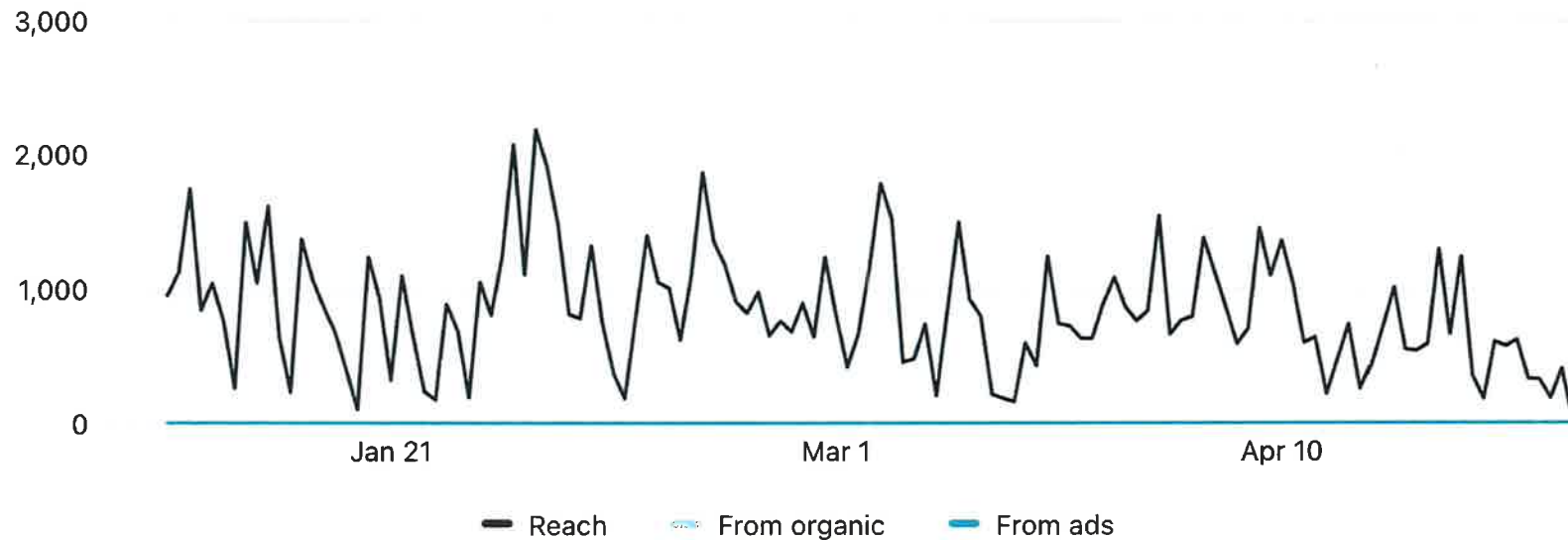
Followers ⓘ

Lifetime

3.7K

Link clicks ⓘ

145 ↑ 1.1K%





View insights

Boost post

87 likes

city_of_carpinteria 🚨 EVACUATION ORDERS have been issued for the following areas in Santa Barbara County... more

View all 2 comments

February 3



View insights

Boost post

69 likes

city_of_carpinteria The Planning Commission will meet on Monday, Feb. 5 at 5:30 p.m. to consider a proposed redevelopment of the property at 4745... more

View all 10 comments

February 3



View insights

Boost post

75 likes

city_of_carpinteria On Feb. 19, the Carpinteria Valley Water District will begin rehabilitation work on the El Carro Well to improve well performance and... more

View all 7 comments

February 18

The Current

Emailed every other week

English & Spanish Editions

72-74% open rate
(English)

55-70% open rate
(Spanish)



CITY OF
CARPINTERIA
e-newsletter

THE CURRENT

April 12, 2024

City News & More

Rain postpones April 13 City events



When the forecast calls for rain on a Saturday in April, the City of Carpinteria is forced to cancel plans! We apologize for any inconveniences caused by the cancellation and/or postponement of events scheduled for this Saturday, April 13. Please stay tuned for rescheduling information.

- **Dog Park Grand Opening:** This event has been rescheduled to Saturday, April 20 from 11 a.m. to 2 p.m. Join us at Monte Vista Park to cut the ribbon then celebrate our community's new dog park with a free hot dog lunch while supplies last. Titled The Dog Park Grand Opening, this event will be held in partnership with the Dog Park Group. Parking is limited.