

City of Carpinteria
City Council Regular Meeting Agenda
Monday, June 10, 2024
Council Chamber, 5775 Carpinteria Avenue, Carpinteria, CA 93013

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

AMENDED AGENDA – MODIFIED TITLE TO AGENDA ITEM NO. 9

Attendance/Viewing Options:

- Attend the in-person meeting in City Council Chambers at City Hall (5775 Carpinteria Ave.).
- View the meeting live through the City's website (<https://carpinteriaca.gov/city-hall/agendas-meetings/>).
- View the meeting on Government Access Television Channel 21 (broadcast live and rebroadcast on the Wednesday and the Saturday following the meeting at 8:00 p.m. and 5:00 p.m., respectively).
- Call 669-900-9128 (and enter Webinar ID 889 0390 2262) to listen to the meeting.
- Join the City's Zoom webinar by [CLICKING HERE](#). Alternatively, you can join the Zoom webinar by logging on to www.zoom.us, downloading the application, selecting "Join Meeting", and entering Webinar ID 889 0390 2262.
- Spanish interpretation will be available at the in-person meeting and through the City's Zoom webinar.

Public Comments

- Provide a live public comment in City Council Chambers at City Hall (5775 Carpinteria Ave.).
- Provide a live comment through the City's Zoom webinar platform (through the link provided above). To make public comments through this platform please use the "raise your hand" feature to notify staff that you would like to make a public comment during designated public comment times. Once it is your turn to provide a public comment, staff will unmute your microphone and you will be given a designated amount of time to provide your comment. At the end of your comment, staff will once again mute your microphone.
- Submit a written comment (as either a general public comment or on a specific agenda item) to be distributed to Council Members by **12:00 P.M. on the day of the meeting** by either submitting your comment via (1) email to PublicComment@carpinteriaca.gov, or (2) the **eComment** link on the City's agenda website available at <https://carpinteriaca.gov/city-hall/agendas-meetings/>.

Please reference the agenda item to which your comment pertains. Although written comments become part of the record, they will not be read aloud at the meeting.

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

Levine Act Warning

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

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

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

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

INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS:

1. Proclamation Recognizing June as Pride Month in Carpinteria. *(Requires approval prior to presentation of proclamation.)*
2. Proclamation Honoring June 19, 2024, “Juneteenth Independence Day”, in Recognition of June 19, 1865, When Enslaved Africans Learned of Their Freedom in the Southwestern States. *(Requires approval prior to presentation of proclamation.)*
3. Presentation by Our Neighborhood Voices.

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:

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.

4. Approve the minutes of the regular meeting held May 28, 2024.
5. Receive and file the Expenditures for the period beginning May 20, 2024 and ending May 31, 2024.
6. Direct staff to review the City's Conflict of Interest Code and prepare any necessary updates.
7. Adopt Ordinance No. 781 (second reading), amending Carpinteria Municipal Code Chapter 5.40 to permit outdoor live entertainment. *(Requires a roll call vote.)*

ADMINISTRATIVE MATTERS:

8. Approve and adopt Resolution No. 6324, amending the Franchise Agreement for Solid Waste Handling Services.

Recommendation: Approve and adopt Resolution No. 6324, amending the Franchise Agreement for Solid Waste Handling Services. *(Requires a roll call vote.)*

Staff Presenter: Erin Maker, Environmental Program Manager

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

PUBLIC HEARING:

9. Fiscal Year (FY) 2024-25 Operating Budget Study Session and Presentation, and Potential Program Reduction and Deferment Options to Address an Existing Deficit and Projected Future Revenue Shortfalls.

Recommendation: Receive the staff report and presentation, open the public hearing and receive public comment, provide staff with direction concerning Budget Funds, and continue the public hearing to the City Council Meeting on Monday, June 24, 2024.

Staff Presenter: Licette Maldonado, Administrative Services Director

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

10. Continuation of Public Hearing for Approval of Procurement Policy and Municipal Code Update.

Recommendation: Open the public hearing, receive public comment, keep public hearing open, and continue the public hearing of the Procurement Policy and Municipal Code Update to the June 24, 2024 Council meeting.

Staff Presenter: Licette Maldonado, Administrative Services Director

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

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: NONE

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 June 24, 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, June 6, 2024, in the City Clerk's Office, on the City Hall Public Notices Board, and on the Internet.



**A PROCLAMATION OF
THE CARPINTERIA CITY COUNCIL
RECOGNIZING JUNE AS
PRIDE MONTH IN CARPINTERIA**

WHEREAS, the month of June is recognized as Lesbian, Gay, Bisexual, Transgender, Queer, and more (LGBTQ+) individuals "Pride Month" commemorating the June 1969 Stonewall Riots, a catalyst in the fight for LGBTQ+ rights in the United States; and

WHEREAS, the City of Carpinteria recognizes and honors the struggle for liberation against discrimination threatening the rights of LGBTQ+ people to feel safe in their own community; and

WHEREAS, the City Council of Carpinteria supports the rights, lives, and values of the LGBTQ+ community in Carpinteria by recognizing the effort to organize a second annual Carp Pride Festival to celebrate the LGBTQ+ community; and

WHEREAS, the rainbow progress flag, as shown below, is widely recognized as a symbol of pride, inclusion, and support for social movements that advocate for LGBTQ+ people in society, and explicitly acknowledges racial justice as intertwined with sexuality and gender justice!



; and

WHEREAS, all human beings are born free and equal in dignity and rights; LGBTQ+ individuals have had immeasurable impact to the cultural, civic and economic successes of our country; and

WHEREAS, the City of Carpinteria is committed to ongoing support of the visibility, dignity, and equity of LGBTQ+ people in our community through partnership with organizations such as Pacific Pride Foundation and Carp PRIDE; and

WHEREAS, while society at large increasingly supports LGBTQ+ equity, it is essential to acknowledge that the need for education and awareness remains vital in order to end discrimination and prejudice and provide resources to our citizens, peers, educators, and community leaders; and

WHEREAS, this nation was founded on the principle that every individual has infinite dignity and worth, and the City Council of the City of Carpinteria calls upon the people of this municipality to embrace this principle and work to eliminate prejudice everywhere it exists; and

WHEREAS, celebrating Pride Month influences awareness and provides support and advocacy for the LGBTQ+ community, and is an opportunity to take action and engage in dialogue to strengthen alliances, build acceptance and advance equal rights.

NOW, THEREFORE, the City Council of the City of Carpinteria hereby designates June as "**PRIDE MONTH**" so that all future Junes will be recognized as PRIDE Month in Carpinteria, not just June 2024!

IN WITNESS THEREOF, the Mayor hereunto set their hand and caused the official seal of the City of Carpinteria, California, to be affixed this 10th day of June, 2024.

ATTEST:

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



Al Clark, Mayor
City of Carpinteria



**A PROCLAMATION OF
THE CARPINTERIA CITY COUNCIL
HONORING JUNE 19, 2024,
"JUNETEENTH INDEPENDENCE DAY",
IN RECOGNITION OF JUNE 19, 1865,
WHEN ENSLAVED AFRICANS LEARNED
OF THEIR FREEDOM IN THE
SOUTHWESTERN STATES**

WHEREAS, Union troops, led by General Gordon Granger, entered Galveston, Texas, on June 19, 1865, issuing General Order Number Three, which ordered enslaved African people in Texas to be free and stated that "this involves an absolute equality of personal rights and rights of property between former enslavers and enslaved"; and

WHEREAS, now in 2024, due to the horrors of chattel slavery, African-American / Black people have yet to achieve true equality and equity in American society; and

WHEREAS, racism and white supremacy have tainted the foundation of America, beginning with chattel slavery in 1619, and the denial of the humanity of those enslaved by the authors of the Declaration of Independence who declared, "all men are created equal," while holding men and women of African descent in slavery; and

WHEREAS, systemic racism negatively impacts the physical, mental, and emotional well-being of the over 10,000 Black residents of Santa Barbara County; and

WHEREAS, we must address the harsh reality of racism and anti-blackness in our communities, intentionally work toward solutions, be the beacon of hope shining light on how to mitigate the epidemic loss of Black lives in the United States, and condemn all actions carried out in the spirit of racism and all activities that sustain systemic racism; and

WHEREAS, Juneteenth allows us to remember the freeing of enslaved people, reflect on the condition of the lives of their descendants in our present day, and commit ourselves to being anti-racist as we work to end systemic racism in our communities; and

WHEREAS, the City Council of the City of Carpinteria formally recognized Juneteenth on January 9, 2023, by adoption of Resolution No. 6184, directing that Juneteenth be observed as a City holiday on June 19th of every year.

NOW, THEREFORE, the City Council of the City of Carpinteria hereby celebrates the Juneteenth Holiday on June 19, 2024, and encourages all residents to use this time to learn about the legacy of Black people, their contributions, and stand in an alliance to end racism, bigotry, and hate.

IN WITNESS THEREOF, the Mayor hereunto sets their hand and causes the official seal of the City of Carpinteria, California, to be affixed this 10th day of June, 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 June 10, 2024

ITEM FOR COUNCIL CONSIDERATION

Receive a presentation from the Our Neighborhood Voices Initiative.

STAFF RECOMMENDATION

Receive and file the presentation from the Our Neighborhood Voices Initiative.

Sample Motion: I move to receive and file the presentation from Our Neighborhood Voices.

BACKGROUND

Our Neighborhood Voices is a California-based coalition seeking to place a ballot initiative on a future statewide ballot to amend the California Constitution to authorize local land use planning and zoning law to override conflicting state laws (including affordable housing laws), unless such state laws address specified statewide concerns.

Referral to the Our Neighborhood Voices Initiative has been made by several public commenters during recent Council meetings concerning housing-related matters. This informational presentation has been placed on the agenda at the request of the Mayor.

More information about Our Neighborhood Voices, including the proposed ballot initiative language is available on their website at: www.ourneighborhoodvoices.com. A copy of the proposed ballot initiative is also included with this staff report as Attachment A.

DISCUSSION

Redondo Beach District 1 Council Member Nils Nehrenheim will provide a brief overview on behalf of the Our Neighborhood Voices Initiative and will be available to answer questions.

FINANCIAL CONSIDERATIONS

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

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

A minimum of 1 million valid signatures from California registered voters are required to qualify the initiative for the 2026 ballot.

OPTIONS

1. Receive and file the presentation (staff's recommendation).
2. Provide direction to staff to return to a future meeting for further discussion.

PRINCIPAL PARTIES EXPECTED AT MEETING

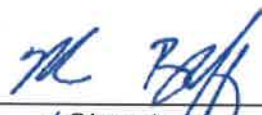
- Nils Nehrenheim on behalf of Our Neighborhood Voices
- Interested citizens

ATTACHMENTS

Attachment A. Our Neighborhood Voices Proposed Initiative

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

(Here set forth the unique numeric identifier provided by the Attorney General and circulating title and summary prepared by the Attorney General. Both the Attorney General's unique numeric identifier and the circulating title and summary must also be printed across the top of each page of the petition whereon signatures are to appear.)

We, the undersigned, registered, qualified voters of California, residents of _____ County , hereby propose amendments to the Constitution of California, and petition the Secretary of State to submit the same to the voters of California for their adoption or rejection at the next succeeding general election or at any special statewide election held prior to that general election or as otherwise provided by law. The proposed constitutional amendments read as follows:

SECTION 1. The people of the State of California find and declare all of the following:

(a) California's housing crisis is primarily due to a failure to provide enough housing (to own or rent) that is affordable for working class and lower income Californians, and this crisis has worsened due to massive reductions in available funding to help local governments encourage more affordable housing production. The involvement of large financial institutions and speculators in our housing markets and recent state laws that usurp the power of local government to exercise its constitutional authority to make local land use planning and zoning decisions have combined to further restrict affordable housing options and displace many working class families and people of color from their own historic communities.

(b) Local government is best able to consider all the requisite factors and make the difficult land use planning and zoning decisions to ensure that new development is supported by the infrastructure and utilities required to maintain appropriate levels of public services, including police and fire services, parklands and public open spaces, transportation, parking, and schools. The specific needs and challenges facing every California community vary greatly and therefore require significant input and leadership from local government to achieve best outcomes on land use planning and zoning issues, including the provision of affordable housing and protecting the environment.

(c) The State Legislature cannot adequately consider or address the unique impacts of land use planning and zoning laws on every local community, and recent state laws designed to require local governments to increase housing density and encourage the production of more market rate housing by minimizing public input and eliminating environmental review will not solve our affordable housing crisis. In fact, these state laws will harm communities by escalating housing costs and increasing property tax burdens instead of encouraging collaboration with local government to produce more affordable housing.

(d) The purpose of this measure is to protect the ability of local communities to make local land use planning and zoning decisions, and to clarify the process to resolve conflicts between current or future state and local land use planning and zoning laws. One size does not fit all, and recent statewide land use and zoning laws will do great harm without significant input and participation from local communities. The "home rule" doctrine is enshrined in Sections 4 and 5 of Article XI of the California Constitution, and local land use planning or zoning initiatives approved by voters shall not be nullified or superseded by state law.

(e) This constitutional amendment is expressly intended to authorize local land use planning and zoning law to override conflicting state law while ensuring that specified laws remain in full force and effect.

SEC. 2. Section 3.5 is added to Article XI of the California Constitution, to read:

SEC. 3.5. For purposes of this article:

(a) "Land use planning and zoning law" means any law, whether adopted or put into effect by charter, ordinance, regulation, local initiative, or other action that accomplishes any of the following:

(1) Eliminates or restricts a city or county's discretion to establish or change the zoning designation of any parcel within its jurisdiction.

(2) Requires a city or county to review, approve, or deny a development application on a streamlined, ministerial, or expedited basis if the project meets a specified criteria.

(3) Approves or denies a development or subdivision of a parcel.

(4) Imposes any restriction on the ability of a city or county to deny a development project or subdivision of a parcel.

(5) Establishes the procedure for establishing or changing the zoning designation of any parcel within its jurisdiction.

(6) Establishes the procedure or timing for reviewing and approving development applications.

(b) "Covered state statute" means a state law that addresses a matter of statewide concern rather than a municipal affair, as that term is used in Section 5 of this article, and relates to any of the following:

(1) The protection of the environment or natural resources, including, but not limited to any of the following:

(A) The California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code) and California Environmental Quality Act Guidelines (Chapter 3 (commencing with Section 15000) of Division 6 of Title 14 of the California Code of Regulations).

(B) The California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code).

(C) The California Coastal Act of 1976 (Division 20 (commencing with Section 30000) of the Public Resources Code).

(D) The Porter-Cologne Water Quality Act (Division 7 (commencing with Section 13000) of the Water Code).

(E) The Surface Mining and Reclamation Act of 1975 (Chapter 9 (commencing with Section 2710) of Division 2 of the Public Resources Code).

(F) Pollution control or environmental justice laws, rules, or regulations.

(2) The protection of health and safety, including but not limited to, the development of contaminated sites and regulation of hazardous material storage sites.

(3) Emergency response to natural disasters and disaster planning and recovery.

(4) The regulation of the physical structure and the construction of buildings.

(5) The regulation of residential or commercial rents and landlord-tenant relations, including the Ellis Act (Chapter 12.75 (commencing with Section 7060) of Division 7 of Title 1 of the Government Code) and Costa-Hawkins Rental Housing Act (Chapter 2.7 (commencing with Section 1954.50) of Title 5 of Part 4 of Division 3 of the Civil Code).

(6) The siting of a power generating facility capable of generating more than 50 megawatts of electricity and the California Public Utilities Commission has determined that a need exists at that location and that the facility addresses a matter of statewide concern.

(7) (A) The development or construction of a water, communication, or transportation infrastructure project for which the Legislature lists the specific reasons explaining how the project addresses the statewide concern and declares that the development is in the best interests of the state.

(B) For purposes of this paragraph, a transportation infrastructure project does not include a transit-oriented development project, whether residential, commercial, or mixed-use.

(8) Fair housing matters, including, but not limited to the California Fair Employment and Housing Act (Part 2.8 (commencing with Section 12900) of Division 3 of Title 2 of the Government Code), prohibitions against discrimination, or affirmatively furthering fair housing.

(9) Reporting and planning requirements, provided that the requirement does not otherwise impact the ability of a city or county to adopt, or put into effect, a land use planning and zoning law described in paragraph (1). Reporting and planning requirements imposed pursuant to this paragraph shall apply uniformly to all cities and counties and shall not discriminate amongst cities or counties based on voluntary compliance with any land use planning and zoning law adopted by the state.

SEC. 3. Section 5.5 is added to Article XI of the California Constitution, to read:

SEC. 5.5. (a) Except as provided in subdivision (b), in the event of a conflict with a state statute, a land use planning and zoning law within the boundaries of

the city shall be deemed a municipal affair within the meaning of Section 5 and shall prevail over a conflicting state statute.

(b) A covered state statute shall prevail over conflicting land use planning and zoning laws, provided that for a covered state statute enacted on or after January 1, 2016, the Legislature makes a finding that the covered state statute addresses a matter of statewide concern. A finding of statewide concern made pursuant to this subdivision shall list the specific goals, purposes, and objectives of the statute.

(c) (1) State funding appropriated before the effective date of this section shall not be modified due to a city preempting any state law pursuant to this section.

(2) State funding appropriated after the effective date of this section shall not discriminate in favor of, or give any preference to, a city that voluntarily complies with state-adopted land use planning and zoning laws.

(d) The provisions of this section are severable. If any provision of this section or its application is held invalid, that invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.

SEC. 4. Section 7 of Article XI of the California Constitution is amended to read:

SEC. 7. (a) (1) A county or city may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations ~~not in conflict with general laws~~ that are not, except as provided in subdivision (b), in conflict with general laws.

(2) A county or city shall not supersede or otherwise interfere with any voter approved local initiative.

(b) (1) Except as provided in paragraph (2), a land use planning and zoning law within the boundaries of the county or city shall prevail over conflicting general laws.

(2) A covered state statute shall prevail over conflicting land use planning and zoning laws, provided that for a covered state statute enacted on or after January 1, 2016, the Legislature makes a finding that the covered state statute addresses a matter of statewide concern. A finding of statewide concern made pursuant to this paragraph shall list the specific goals, purposes, and objectives of the statute.

(c) (1) State funding appropriated before the effective date of this section shall not be modified due to a city or county preempting any state law pursuant to this section.

(2) State funding appropriated after the effective date of this section shall not discriminate in favor of, or give any preference to, a city or county that voluntarily complies with state-adopted land use planning and zoning laws.

(d) The provisions of this section are severable. If any provision of this section or its application is held invalid, that invalidity shall not affect other provisions or applications that can be given effect without the invalid provision or application.

SEC. 5. Article XXXIV of the California Constitution is repealed.

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

REGULAR MEETING AGENDA
MONDAY, JUNE 10, 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 May 13, 2024.
5. June 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, June 6, 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 June 10, 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/>.

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

REGULAR MEETING MINUTES
MONDAY, MAY 13, 2024

1. Call to order and roll call.

President Clark called the meeting to order at 6:02 pm.

Boardmembers present:	Boardmember Roy Lee Boardmember Wade T. Nomura Boardmember Mónica J. Solórzano Vice President Natalia Alarcon President Al Clark
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Staff members present:	Michael Ramirez, Chief Executive Officer Jena Shoaf Acos, Legal Counsel Jody Thomas, City Librarian Eric Castro, Community Outreach Librarian Brian C. Barrett, Secretary
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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

Speakers in-person: Rogelio Delgado

Legal Counsel Acos clarified that the general public comment period was for matters not 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.

There was no public comment.

Motion by Vice President Alarcon, seconded by Boardmember Nomura, to approve the minutes of the regular meeting held April 8, 2024. Upon voice vote, the motion carried unanimously.

5. May 2024 Community Library Report.

Recommendation: Receive and file the report.

City Librarian Thomas and Community Outreach Librarian Castro presented the staff report.

There was no public comment.

The report was received and filed.

6. New Business & Discussion.

There was no new business nor discussion.

7. Adjournment.

President Clark adjourned the meeting at 6:17 pm.

Brian C. Barrett, CMC, CPMC, Secretary



City of Carpinteria

LIBRARY BOARD OF TRUSTEES AGENDA STAFF REPORT June 10, 2024

ITEM FOR LIBRARY BOARD OF TRUSTEES CONSIDERATION

June 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 June 2024 report includes updates on programs, outreach efforts, and staff changes.

Programs

Death Café: The Library is launching a new program for adults called Death Café, aimed at increasing awareness of death to help people make the most of their lives. This gathering, held in over 90 countries, involves discussions on topics such as advance care directives, green burial, grieving rituals, and obituaries, all while enjoying tea and cake. It is not a grief group, but rather a discussion group. The first meeting in Carpinteria is scheduled for Monday, June 24 at 3:00 pm, and will continue on the fourth Monday of each month if there is interest.

Nutrition for Longevity: This program, offered through Santa Barbara City College School of Extended Learning, began last Wednesday at 4:00 pm and will run until July 10. Taught by clinical nutritionist Gerri French, this tuition-free course is being offered at the Library for the second time.

Songwriters Group: Carpinteria songwriters meet on Tuesday afternoons at 4:00 pm. These sessions are open to all songwriters who wish to share their talent or learn from others, with a focus on acoustic music.

Zip Books Program: This popular program allowed the Library to purchase books for patrons not available through the Carpinteria Library or other Black Gold libraries. Funded by a \$5,200 grant from the California State Library, books are sent directly to patrons via Amazon, with the request that they return them to the Library, where they may be added to the collection. The next grant application period is open through June 12 for the next fiscal year, and awardees will be notified after the State of California budget is passed.

Outreach

Summer Reading Program: Carpinteria Community Outreach Librarian Eric Castro promoted the upcoming Summer Reading Program to hundreds of school children in early June. The program, which starts on June 10, 2024, runs through August 16 and will culminate with a grand finale children's music concert at the Vets Hall. The summer theme is insects, with each week highlighting a different bug, starting with caterpillars. Library staff are hoping there is a high level of interest thanks to the additions to the reading collection, science engagement through field work, themed art and craft projects, and a wide variety of fun and exciting programs scheduled.

Interactive Magic Show: A special event is scheduled for Friday evening, June 28 at the Vet's Hall. Magician Shawn McMaster, who performs at the Magic Castle, will host an interactive magic show for adults, teens, and older children. Additionally, McMaster will conduct a magic workshop for registered tweens in the afternoon.

Documentary Film Project: The Carpinteria Valley Museum of History received a \$50k Civil Liberties Grant from the California State Library to create a documentary titled *Voces: Civil Liberties Injustices in Carpinteria*. The film will explore the connections between the incarceration of Japanese Americans and the Mexican American community in Carpinteria during the 1940s. The film will feature archival photographs and sound bites taken from the museum's collection, in addition to new interviews with Carpinterians who experienced civil liberties injustices. California Civil Liberties funding will support the creation of the film, the digitization of relevant archival materials, technology to display the film in the Museum's galleries, and a corresponding series of events in partnership with the Carpinteria Community Library and the Carpinteria Cultural Foundation. Photographs and cassette tapes of oral histories must be digitized for the project. The film must be completed by June 2025.

Staff

A conditional offer of employment has been made for the part-time Library Technician position, with the new hire expected to start in June. An introduction of the new hire is anticipated at the next Board meeting.

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

Staff contact: Jeanette Gant, Director of Parks,
Recreation and Community Services
(805) 755-4449, jeanetteg@carpinteriaca.gov

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


Signature For

Signature Jeanette Gant

Signature For Michael Ramirez

MEMORANDUM



Council Meeting Date: June 10, 2024

To: Honorable Mayor and City Council

From: Michael Ramirez, City Manager

Subject: City Manager's Report

SENIOR SERVICES PROGRAMMING (AGEWELL)

Saturday Excursions

On Saturday, June 1, AgeWell coordinated a Saturday excursion to Carpinteria Creek where Christina Furio, Carpinteria State Park Interpreter, guided participants along the creek and through the tidepools. Participants had very positive feedback from the event, appreciating the opportunity to connect with nature and community.

Lecture Series: Exploring Generational Living

On Thursday, June 13, AgeWell's lecture series topic will be "Exploring Generational Living" where participants will discuss the trend of multi-generational family living arrangements and explore how to navigate its challenges and learn to embrace the positive aspects of multi-generational living.

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/>

- Library Technician
 - Selection pending background
 - Tentative start date June 17
- Parks and Facilities Attendant
 - Recruitment 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

Joint Conceptual Review Meeting for Lagunitas Mixed-Use Project

On Tuesday, June 18th, the Carpinteria City Council, Planning Commission and Architectural Review Board (ARB) will be holding a joint conceptual review of the proposed Lagunitas Mixed-Use Development located at 6380 Via Real. The project developer will be presenting several options for a mixed-use development containing approximately 6,718 square feet of office park, 2,224 square feet of café/deli space, and approximately 147 to 159 apartment units on a 8.63-acre lot. The meeting will take place at 5:30 p.m. in the City Hall Council Chambers. The meeting agenda and staff report will be posted to the City's website no later than Thursday, June 13th here: <https://carpinteriaca.gov/city-hall/agendas-meetings/>

OTHER CITY/COMMUNITY UPDATES

City Staff Complete Accessibility Training

City Chief Building Inspector/Plans Examiner, Dan Chepley, and Public Works Department Assistant Engineer, Josefina Arechiga, recently completed a two-day training on the disability access provisions of the California Building Code for public buildings, public accommodations, commercial facilities, and public housing. With training now completed, Dan will be sitting for his certification exams to become a Certified Accessibility Specialist (CAsp), helping to ensure new development and improvement projects are designed and function to meet current accessibility standards. Funding for the training and certifications was provided by the \$4.00 SB1186 surcharge collected on all Carpinteria Business Licenses, the proceeds of which are earmarked for accessibility-related trainings and to promote compliance with construction-related accessibility standards.

Summer Reading

The Carpinteria Community Library Summer reading program starts today, June 10. This year's theme is "I larv-a good book!" and is centered around the fascinating world of insects and their numerous benefits as vital components of the Earth's ecosystem. The program encourages reading as a means of exploring the intricate tiny universe of insects that surrounds us. Participants are encouraged to sign up online (carpinterialibrary.org) or at the Library and can receive goodies and prizes for logging their weekly reading!

Aquatics Staff Training

The Aquatics division is gearing up for summer with three back-to-back weekends of staff trainings lead by veteran staff. Training was held for Beach Lifeguards on May 25 and 26, and June 1 and 2, and Pool Lifeguard staff training was held on Tuesday May 28 and Saturday June 8.

Aquatics Programming

Evening swim lessons started May 28, morning lessons will start today, June 10, and Junior Lifeguards will start on Monday, June 17. The Aquatics team is looking forward to the very busy summer ahead!

Recreation Programming Closed for Juneteenth

As a reminder, all Recreational facilities and programming will be closed on Wednesday, June 19th, in honor of the Juneteenth holiday.

MEMORANDUM

Date: June 4, 2024
To: City Council
From: Nick Bobroff, Community Development Director
Subject: June 3, 2024 Planning Commission Action



On Monday, June 3rd, the Planning Commission considered the following hearing request with Commissioners Allen, Benefield, La Fevers, and Moyer in attendance (Salant absent):

- 1) **Updates to Density Bonus Regulations** **Planners: Megan Musolf and Mindy Fogg**
Project 21-2111-LCPA/ORD
Address: Citywide
Applicant: City of Carpinteria

Hearing at the request of the City of Carpinteria to consider Project No. 21-2111-LCPA/ORD, an ordinance proposing to repeal and replace Chapter 14.77 of the Carpinteria Municipal Code, part of the City's Local Coastal program, to implement changes to State density bonus law; and to approve a California Environmental Quality Act ("CEQA") exemption pursuant to CEQA Guidelines sections 15265 and 15061(b)(3). The ordinance would be applicable Citywide on any parcel that proposes a qualifying project under State density bonus law.

The Planning Commission voted 4-0 to recommend approval of the proposed Ordinance to the City Council with the following comments:

- Review and confirm that any City-specific terms or requirements for Density Bonus-related Affordable Housing Agreements (e.g., affordability terms; local preference policy, etc.) that are part of the existing Density Bonus ordinance are carried over into the proposed ordinance, as feasible under current state law;*
- Revise section 14.77.040- Application Requirements, in part to read:
"Any applicant requesting a density bonus and any incentive(s) or concession(s), waiver(s) or reduction(s) in development standards, parking reduction(s), or commercial development bonus(es) provided by State density bonus law and this chapter shall submit a density bonus report as described below concurrently with the filing of the planning application for the first discretionary permit required for the housing or commercial development. The requests contained in the density bonus report shall be processed concurrently with the planning application. The applicant shall be informed whether the application is complete consistent with the timeline and manner specified in Government Code Section 65943. ~~For the purposes of this~~*

~~section, “reasonable documentation” shall be interpreted consistent with State density bonus law and not require submittal of a pro forma,” and~~

- Amend section 14.77.070- Local Coastal Program Consistency, to include “visual resources” as a protected coastal resource and reference existing visual resource LCP policies and regulations.

The Planning Commission also expressed support for the Council to consider adoption of a Resolution establishing an affordability covenant term greater than 55 years for all Density Bonus-related Affordable Housing Agreements.

**City of Carpinteria
City Council Minutes
Regular Meeting
Monday, May 28, 2024**

In-Person and Virtual

CALL TO ORDER

Mayor Clark called the meeting to order at 5:31 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
Scott Toepfer, Parks & Facilities Attendant
Jeanette Gant, Parks, Recreation & Community
Services Director
John L. Ilasin, Public Works Director
Nick Bobroff, Community Development Director
Olivia Uribe Mutal, Program Manager
Mindy Fogg, Principal Planner
Teresa Ilasin, Management Analyst II

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 Celebrating the 160th Anniversary of Girls Inc. *(Requires approval prior to presentation of proclamation.)*

There was no public comment.

Motion by Councilmember Nomura, seconded by Councilmember Solórzano, to approve the Proclamation Celebrating the 160th Anniversary of Girls Inc. Upon voice vote, the motion carried unanimously.

Mayor Clark and the City Council presented the proclamation to Jamie Collins, Executive Director of Girls Inc. of Carpinteria, who provided remarks.

2. New Employee Introduction: Jeanette Gant, Parks, Recreation & Community Services Director; Josef Gottwald, Community Garden Coordinator; Francisco Morales, Parks & Facilities Attendant; and Scott Toepfer, Parks & Facilities Attendant.

City Manager Ramirez introduced Scott Toepfer, Parks & Facilities Attendant and Jeanette Gottwald, Parks, Recreation & Community Services Director. Josef Gottwald, Community Garden Coordinator and Francisco Morales, Parks & Facilities Attendant were not in attendance.

3. Southern California Gas Company Hydrostatic Testing Operation Presentation.

Public Works Director Ilasin introduced Tim Mahoney, Regional Manager for Southern California Gas Company who provided the PowerPoint presentation.

There was no public comment.

Presentation received and filed.

CITY MANAGER'S REPORT

- a. Senior Services Programming

City Manager Ramirez reported that AgeWell will take over the pickleball courts at the middle school in June during designated times.

- b. City Employee Updates

City Manager Ramirez provided updates on recruitment.

- c. Updates on Capital Improvement Projects

None.

d. Updates on Development Applications

Community Development Director Bobroff announced that the Palms Restaurant Renovations will be reviewed by the Architectural Review Board on May 30th.

e. Other City/Community Updates

Community Development Director Bobroff mentioned that the Draft Density Bonus Ordinance will be reviewed by the Planning Commission on June 3rd at 5:30 pm in the Council Chambers.

There was no public comment.

PUBLIC INFORMATION REPORTS AND ANNOUNCEMENTS

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

PLANNING COMMISSION ACTIONS: NONE

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA

Speakers in-person: Stephen Marcussen, Eileen Marcussen, and Julie Sigwart

CONSENT CALENDAR:

There was no public comment.

Motion by Councilmember Lee, seconded by Councilmember Nomura, to approve the Consent Calendar Item Nos. 4 through 8. 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.

4. Approve the minutes of the regular meeting held May 13, 2024.

5. Receive and file the Expenditures for the period beginning May 6, 2024 and ending May 17, 2024.

6. Receive and file the Report of Contracts Executed by the City Manager for the Period of April 16, 2024 through May 20, 2024.
7. Receive and file the Monthly Treasurer's Report on Compliance with Statement of Safekeeping and Investment of Public Funds for April 2024.
8. Adopt Ordinance No. 782, amending Chapter 2.37 of the Carpinteria Municipal Code to modify the composition of the Carpinteria Library Advisory Commission and align reporting requirements with State law. *(Requires a roll call vote.)*

ADMINISTRATIVE MATTERS:

9. Resolutions calling the November 5, 2024 General Municipal Election and requesting the Santa Barbara County Board of Supervisors to consolidate said election with the Presidential General Election to be held the same day, and adopting regulations for Candidate Statements.

Recommendation: Adopt the attached two resolutions relating to the November 5, 2024 election: (1) Resolution No. 6317, calling for the holding of a General Municipal Election to be held on Tuesday, November 5, 2024 and requesting the Board of Supervisors of the County of Santa Barbara to consolidate said election with the Presidential General Election; and (2) Resolution No. 6318, adopting regulations for Candidates' Statements.

City Clerk Barrett presented the staff report.

There was no public comment.

Motion by Councilmember Solórzano, seconded by Councilmember Nomura, to adopt Resolution Nos. 6317 and 6318, as read by title only. Upon voice vote, the motion carried unanimously.

10. Placement of a proposed measure to increase the rate of the City's Transient Occupancy Tax from twelve percent (12%) to fifteen percent (15%) on the November 2024 ballot.

Recommendation: (1) Adopt Resolution No. 6320, ordering the submission to the qualified electors of the City of a certain measure relating to increasing the rate of the City's Transient Occupancy Tax at the General Election to be held on Tuesday, November 5, 2024, as called by Resolution No. 6317; (2) Adopt Resolution No. 6321, requesting the Board of Supervisors of the County of Santa Barbara to consolidate a General Municipal Election to be held on November 5, 2024, with the Statewide General Election to be held on the date pursuant to § 10403 of the Elections Code; (3) Adopt Resolution No. 6322, setting priorities for filing written argument(s) regarding a City measure and directing the City Attorney to prepare an

impartial analysis; and (4) Adopt Resolution No. 6323, providing for the filing of rebuttal arguments for City measures submitted at municipal elections. *(Requires a two-thirds vote to pass.)*

Program Manager Uribe Mutal and City Clerk Barrett provided the staff report and PowerPoint presentation.

Speakers in-person: Stephen Marcussen, Julie Sigwart, and Morris Franklin

Motion by Councilmember Lee, seconded by Councilmember Solórzano, to adopt Resolution Nos. 6320 and 6323, as read by title only, all concerning the requisite actions associated with placing a proposed measure to increase the rate of the City's Transient Occupancy Tax on the ballot for the November 5, 2024 General Municipal Election.

Councilmember Nomura noted that the motion needed to be corrected to mention adoption of Resolution Nos. 6320 through 6323.

Councilmember Lee modified the motion to adopt Resolution Nos. 6320 through 6323, as read by title only, all concerning the requisite actions associated with placing a proposed measure to increase the rate of the City's Transient Occupancy Tax on the ballot for the November 5, 2024 General Municipal Election. Councilmember Solórzano seconded the modified motion.

City Clerk Barrett noted that the Council needed to select which City Councilmembers would be authorized to file an argument. All Councilmembers were interested in filing a written argument in favor of the measure.

Legal Counsel Acos rephrased the modified motion to adopt Resolution Nos. 6320 through 6323, as read by title only, all concerning the requisite actions associated with placing a proposed measure to increase the rate of the City's Transient Occupancy Tax on the ballot for the November 5, 2024 General Municipal Election and for Resolution No. 6322, adding all five Councilmembers' names onto that Resolution to write the argument in favor.

Councilmember Lee seconded the further modified motion as stated by Legal Counsel Acos. Councilmember Solórzano seconded the further modified motion as stated by Legal Counsel Acos. Upon voice vote, the further modified motion carried unanimously.

PUBLIC HEARING:

11. Introduction and first reading of Ordinance No. 781, an Ordinance of the City Council of the City of Carpinteria amending Carpinteria Municipal Code Chapter 5.40 to permit outdoor live entertainment. This ordinance would amend the definition of "place of entertainment" to include outdoor portions of premises open to the public.

Recommendation: Approve Ordinance No. 781, as read by title only (first reading).
(Requires reading of ordinance title and a roll call vote.)

Community Development Director Bobroff presented the staff report and PowerPoint presentation.

Mayor Clark opened the public hearing at 7:09 pm.

Speakers in-person: Stephen Marcussen, Paul Wright, Lorraine McIntire, Eileen Marcussen, and Morris Franklin

Mayor Clark closed the public hearing at 7:26 pm.

Motion by Councilmember Solórzano, seconded by Councilmember Lee, to approve Ordinance No. 781, on first reading, as read by title only, and continue second reading to the regular meeting of June 10, 2024.

City Clerk Barrett read aloud the title of Ordinance No. 781 into the record.

The roll call vote on the motion was as follows:

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

The motion carried unanimously.

Mayor Clark recessed to a break at 7:29 pm and reconvened the meeting at 7:41 pm.

12. Status Report on the City's 2023-2031 Housing Element certification and approach to rezoning candidate sites under Program 1 (Adequate Sites to Accommodate Regional Housing Needs).

Recommendation: Receive staff presentation and public testimony, and file status report.

Principal Planner Fogg provided the staff report and PowerPoint presentation.

Mayor Clark opened the public hearing at 8:00 pm.

Speakers in-person: Mike Wondolowski

Speakers via Zoom: Nathan Pitters

Emails distributed: Amrita Salm

Mayor Clark closed the public hearing at 8:06 pm.

Motion by Councilmember Solórzano, seconded by Councilmember Nomura, to receive and file this status report on the City's 2023-2031 Housing Element. Upon voice vote, the motion carried unanimously.

13. Resolution No. 6325, concerning the continuation of Street Lighting District No. 1 for Fiscal Year 2024-25.

Recommendation: Adopt Resolution No. 6325, concerning the continuation of Street Lighting District No. 1 for Fiscal Year 2024-25.

Public Works Director Ilasin presented the staff report.

Mayor Clark opened the public hearing at 8:10 pm and being there was no public comment, closed the public hearing at 8:10 pm.

Motion by Councilmember Lee, seconded by Councilmember Nomura, to adopt Resolution No. 6325, as read by title only. Upon voice vote, the motion carried unanimously.

14. Resolution No. 6326, concerning the continuation of Lighting, Landscaping and Right-of-Way Improvement District No. 3 for Fiscal Year 2024-25.

Recommendation: Adopt Resolution No. 6326, concerning the continuation of Lighting, Landscaping and Right-of-Way Improvement District No. 3 for Fiscal Year 2024-25.

Public Works Director Ilasin provided the staff report.

Mayor Clark opened the public hearing at 8:18 pm and being there was no public comment, closed the public hearing at 8:18 pm.

Motion by Vice Mayor Alarcon, seconded by Councilmember Nomura, to adopt Resolution No. 6326, as read by title only. Upon voice vote, the motion carried unanimously.

15. Resolution No. 6327, concerning the continuation of Parking and Business Improvement Area Assessment District No. 4 for Fiscal Year 2024-25.

Recommendation: Adopt Resolution No. 6327, concerning the continuation of the Parking and Business Improvement Area Assessment District No. 4 including establishing the annual general business assessment amount of \$122.64 for Fiscal Year 2024-25.

Public Works Director Ilasin presented the staff report.

Mayor Clark opened the public hearing at 8:21 pm and being there was no public comment, closed the public hearing at 8:21 pm.

Councilmember Solórzano requested a presentation by the Downtown “T” Business Advisory Board. The Council had no objection to her request.

Motion by Vice Mayor Alarcon, seconded by Councilmember Nomura, to adopt Resolution No. 6327, as read by title only. Upon voice vote, the motion carried unanimously.

16. Resolution No. 6328, concerning the continuation of Assessment District No. 5 for Fiscal Year 2024-25.

Recommendation: Adopt Resolution No. 6328, concerning the continuation of Assessment District No. 5 for Fiscal Year 2024-25.

Public Works Director Ilasin provided the staff report.

Mayor Clark opened the public hearing at 8:26 pm and being there was no public comment, closed the public hearing at 8:26 pm.

Motion by Councilmember Lee, seconded by Councilmember Nomura, to adopt Resolution No. 6328, as read by title only. Upon voice vote, the motion carried unanimously.

17. Ordinance No. 783, an Ordinance of the City Council of the City of Carpinteria, California, amending Chapter 2.04.620 of the Carpinteria Municipal Code to modify the compensation of the Carpinteria City Councilmembers pursuant to Government Code Section 36516.

Recommendation: Approve Ordinance No. 783, as read by title only, setting the new City Council compensation at the allowable amount per Senate Bill 329 (first reading). *(Requires reading of ordinance title and a roll call vote.)*

Management Analyst II Ilasin presented the staff report.

Mayor Clark opened the public hearing at 8:35 pm and being there was no public comment, closed the public hearing at 8:35 pm.

Motion by Councilmember Solórzano, seconded by Vice Mayor Alarcon, to approve Ordinance No. 783, on first reading, as read by title only, setting the new City Council compensation at the allowable amount per Senate Bill 329, which would be \$950 per month, and continue second reading for adoption to June 24, 2024.

City Clerk Barrett read aloud the title of Ordinance No. 783 into the record.

The roll call vote on the motion was as follows:

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

The motion carried.

**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:

18. Law Enforcement Services Budget Considerations, including Community Resource Deputy Position and Summer Augmentation Patrol.

Recommendation: Receive report and provide direction to the City Manager regarding inclusion of Community Resource Deputy Position and Summer Augmentation Patrol in draft fiscal year 2024/2025 budget.

City Manager Ramirez provided the staff report.

Speakers in-person: Rick Olmstead, Lisa Rader, Raquel Zick, and Julie Sigwart

Speakers via Zoom: Aja Forner and Haven Forner

Motion by Councilmember Lee, seconded by Councilmember Nomura, to keep the Community Resource Deputy position and explore financial law enforcement discussions with Carpinteria Unified School District and direct staff to bring back options for the Summer Augmentation Patrol.

Councilmember Solórzano suggested adding to the motion that if Carpinteria Unified School District decides not to put any funding into the position, then the City Council would discuss where the time and priorities are spent for the Community Resource Deputy position.

Councilmember Lee modified the motion to keep the Community Resource Deputy position, explore financial law enforcement discussions with Carpinteria Unified School District, direct staff to bring back options for the Summer Augmentation Patrol, and if

Carpinteria Unified School District decides not to put any funding into the position, then the City Council will reevaluate how the Community Resource Deputy position's time is allocated. Councilmember Nomura seconded the modified motion.

City Manager Ramirez restated the motion to retain the Community Resource Deputy position while exploring options with Carpinteria Unified School District for financial support and explore other options for Summer Augmentation Patrol, if Carpinteria Unified School District is unable to provide financial support, the matter of the Community Resource Deputy's time would be brought before the Council to consider how the position's time is distributed. The motion maker and seconder approved the restated motion.

The roll call vote on the restated motion was as follows:

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

The motion carried unanimously.

LEGISLATIVE UPDATE:

Legal Counsel Acos summarized Senate Bill 1037 and Assembly Bill 1886 provided in the Action Alert by the League of California Cities. In response to a question from Mayor Clark, she noted she would provide an update on Senate Bill 951 at the next meeting.

COMMITTEE REPORTS, INQUIRIES AND OTHER MATTERS PRESENTED BY COUNCILMEMBERS

Councilmember Solórzano reported on the following:

- BEACON met on May 17th and adopted an increase to voting member assessments by 3% for FY 24-25 which will provide an extra \$10,000 in revenue for BEACON; adopted a budget resolution; and appointed Brian Brennan as a special projects advisor.
- Harbor Seal Advisory Committee met last week and discussed updated sign design and code enforcement; the possibility of an extended beach closure which would require approval by the Coastal Commission; and received reports from its data collection and seal watch survey ad hoc committees.
- Sustainability Committee met and discussed increasing the solid waste franchise fees.

ATTENDANCE OF COUNCILMEMBERS FOR FUTURE MEETINGS

ADJOURNMENT

Mayor Clark adjourned the meeting at 9:57 pm.

Al Clark, Mayor

ATTEST:

Brian C. Barrett, CMC, CPMC
City Clerk



City of Carpinteria

COUNCIL AGENDA STAFF REPORT June 10, 2024

ITEM FOR COUNCIL CONSIDERATION

Expenditures for the period beginning May 20, 2024 and ending May 31, 2024.

STAFF RECOMMENDATION

Receive and file Warrant Register for the period of May 20, 2024, through May 31, 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.

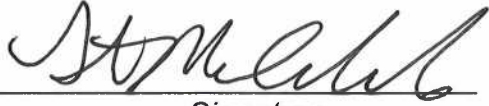
ATTACHMENTS

Attachment A: Warrant Register for the period beginning May 20, 2024 and ending May 31, 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: 05/20/2024 - 05/31/2024

Vendor Number Payable #	Vendor Name Payable Type	Payable Description	Payment Date	Payment Amount	Number
Bank Code: AP Bank-AP Bank Payment Type: Regular					
	MARGARET CONNORS		05/21/2024	\$ (30.00)	102816
	SAFeway CORPORATION		05/21/2024	\$ (25,070.83)	102823
	CARPINTERIA SANITARY DISTRICT		05/20/2024	\$ (2,391.22)	103566
	ACCESS CONTROL SECURITY INC.		05/23/2024	\$ 1,006.51	103672
0058887	Invoice	SECURITY: HUERTA 4/6/24, CAUDILLO 4/13/24			
0059187	Invoice	SECURITY: CARILLO 4/20/24, GRANADOS 4/27/24			
	ACE FENCE COMPANY		05/23/2024	\$ 29,004.30	103673
22077	Invoice	LINDEN BRIDGE REPAIR 101 OFF RAMP S BOUND 5/14/24			
	AFLAC		05/23/2024	\$ 179.85	103674
990676	Invoice	MAY 2024 EMPLOYEE PREMIUMS			
	AMAZON CAPITAL SERVICES INC		05/23/2024	\$ 2,211.72	103675
11D1-NKH6-HR31	Invoice	EXTRA LAMP FOR PROJECTOR			
13X4-PW36-6P4J	Invoice	LONG SLEEVE RASH GUARD SHIRTS FOR JG			
17YP-T6W7-67WD	Invoice	ZIP BOOKS-S. LUCICH			
19DH-FJC9-9DQT	Invoice	ADULT/CHILD CPR MASK KIT FOR POOL			
1C36-3YYG-3FT6	Invoice	PAPER FOR POOL			
1CDL-3RML-XLT1	Invoice	4CT WIRELESS MOUSE FOR STAFF			
1CFF-FDN6-7XMX	Invoice	ADDRESS LABELS FOR POOL			
1CKF-TMHK-643H	Invoice	SUPPLIES & MAT. FOR JUNIOR GUARDS-POOL			
1RMQ-KL7M-H4G7	Invoice	BINDERS, DUCT TAPE, MARKERS, PENS, DIVIDERS FOR POOL			
1V4L--GVC6-C764	Invoice	ZIP BOOKS-M. WINNEGUTH			
1W4L-K9HW-3R7D	Invoice	ZIP BOOKS-S. GURLAND			
1XH6-MJTL-CWLT	Invoice	WHISTLES FOR POOL LG			
1Y3Q-FFF7-XFQR	Invoice	GLOVES & APRONS DEDUCT FROM GRANADOS VET. DEPOSIT			
	AMERICAN SILKSCREEN INC		05/23/2024	\$ 3,124.59	103676
27816	Invoice	SHORT SLEEVE SHIRTS FOR JR LIFEGUARD			
27823	Invoice	MESH HATS FOR JR LIFEGUARD			
	ARTICIFIC SIGN GROUP INC		05/23/2024	\$ 109.86	103677
INV0005752	Invoice	PROJECT CLOSEOUT PL-23-2267			
	BURT SHORT		05/23/2024	\$ 130.13	103678
INV0005753	Invoice	PROJECT CLOSEOUT PL-23-2227			
	CA DEPT OF JUSTICE		05/23/2024	\$ 128.00	103679
733369	Invoice	APR24 FINGERPRINT APPLICATIONS			
	CALIFORNIA BUILDING STANDARDS COMMISSION		05/23/2024	\$ 86.40	103680
INV0005739	Invoice	FEE REMITTANCE FY24 (Q3 JAN-MAR 2024)			
	CANNON		05/23/2024	\$ 463.75	103681
88220	Invoice	APR24 DESIGN SERVICE-700 LINDEN AVE			
	CANON FINANCIAL SERVICES INC		05/23/2024	\$ 1,249.50	103682
32589579	Invoice	MAY24 MAINT & SERVICE CANON PRINTERS			
	CARPINTERIA SANITARY DISTRICT		05/23/2024	\$ 1,899.41	103683
INV0005769	Invoice	PROJECT CLOSEOUT PL-15-1766			
	CARPINTERIA VALLEY LUMBER CO		05/23/2024	\$ 192.58	103684
536397	Invoice	SOCKET ADAPTER, GLOVES, KEY & KEY ID CAPS FOR SHOP			
536406	Invoice	PAD LOCK FOR FENCE GATE FOR SKATE PARK			
536415	Invoice	2CT U BOLT FOR SHOP			
536665	Invoice	WOOD FOR FRAMING OF CONCRETE			
536666	Invoice	WOOD FOR FRAMING OF CONCRETE			

INV0005770	CARPINTERIA VALLEY WATER DISTRICT Invoice	05/23/2024	\$	491.81	103685
	PROJECT CLOSEOUT PL-15-1802				
778027	COAST AUTO PARTS INC Invoice	05/23/2024	\$	50.00	103686
	COOLANT FOR MOWER TRACTOR UNIT 326				
61168 61227 61228 61229 61231	COASTAL VIEW NEWS Invoice Invoice Invoice Invoice Invoice	05/23/2024	\$	936.00	103687
	HOST AD 5/9/24 SUMMARY OF PROPOSED ORDINANCE AD 5/28/24 LIVE ENTERTAINMENT AD 5/28/24 COUNCIL COMPENSATION AD 5/28/24 ASSESSMENT DIST. NOS 1,3,4,5 AD 5/16/24				
64534	COUNTY SANITATION COMPANY INC STEWARTS & SELZER F Invoice	05/23/2024	\$	460.00	103688
	PULL & RESET TOILET AT CITY HALL 5/3/24				
INV0005755	DAVE'S SIGNS Invoice	05/23/2024	\$	314.42	103689
	PROJECT CLOSEOUT PL-23-2266				
INV0005740	DEPARTMENT OF CONSERVATION Invoice	05/23/2024	\$	275.97	103690
	FEE REMITTANCE FY24 (Q3 JAN-MAR 2024)				
599914	DETROIT INDUSTRIAL TOOL Invoice	05/23/2024	\$	1,237.60	103691
	CONCRETE BLADES FOR SAW				
INV0005760	ELITE ROOTER Invoice	05/23/2024	\$	3,058.31	103692
	PROJECT CLOSEOUT EP-23-7176				
D172197-01	FORMS + SURFACES Invoice	05/23/2024	\$	16,340.67	103693
	NEW TRASH RECEPTACLES FOR DOWNTOWN				
9113745096	GRAINGER Invoice	05/23/2024	\$	416.84	103694
	AMTRAK STATION RAILING				
E5A077	HAAKER EQUIPMENT COMPANY Invoice	05/23/2024	\$	11,772.00	103695
	4/10/24-5/7/24 HAAKER STREET SWEEPER RENTAL				
INV0005756	HD THREADWAY CONTRUCTION LLC Invoice	05/23/2024	\$	58.31	103696
	PROJECT CLOSEOUT EP-23-7237				
275942 6534882 756142 7901418	HOME DEPOT CREDIT SERVICES Invoice Invoice Invoice Invoice	05/23/2024	\$	2,083.12	103697
	REPLACEMENT FILTER, O-RINGS FOR CITY HALL TOOLS FOR PUBLIC WORKS TRUCK FAUCET GREASE FOR CITY HALL FRIDGE FOR VETS HALL				
INV0005742	JAYNE DIAZ Invoice	05/23/2024	\$	712.14	103698
	JUN24 MEDICAL REIMBURSEMENT				
INV0005741	KYLE CROOKS Invoice	05/23/2024	\$	1,875.00	103699
	JUNIOR LIFEGUARD REFUND				
INV0005743	LARRY DRIGGERS Invoice	05/23/2024	\$	712.14	103700
	JUN24 MEDICAL REIMBURSEMENT				
INV0005746	LISA CAUDILLO Invoice	05/23/2024	\$	287.62	103701
	VETS HALL EVENT 4/13/24 REFUND				
INV0005749	LISA SMITH Invoice	05/23/2024	\$	625.00	103702
	JUNIOR LIFEGUARD REFUND				
INV0005745	MARCELA GRANADOS Invoice	05/23/2024	\$	274.64	103703
	VETS HALL EVENT 4/27/24 REFUND				
LAC Q4 2023.	MARGARET CONNORS Invoice	05/23/2024	\$	30.00	103704
	LIBRARY ADVISORY COMMISSION MEETINGS OCT-DEC 2023				
INV0005747	MARIA HUERTA Invoice	05/23/2024	\$	349.50	103705
	VETS HALL EVENT 4/6/24 REFUND				
INV0005744	MARY ANN COLSON Invoice	05/23/2024	\$	712.14	103706
	JUN24 MEDICAL REIMBURSEMENT				
	MELINDA BIE	05/23/2024	\$	200.00	103707

405	Invoice	DTBAB MAP - CITY PORTION - APR 24			
	MISSION UNIFORM SERVICE	05/23/2024	\$	82.82	103708
521541463	Invoice	TOWEL & MAT REPLACEMENT-POOL 5/6/24			
521633206	Invoice	TOWEL & MAT REPLACEMENT-POOL 5/17/24			
	MOLLY MITCHELL-HARDT	05/23/2024	\$	100.00	103709
INV0005750	Invoice	SWIM LESSONS REFUND			
	RINCON CONSULTANTS INC	05/23/2024	\$	1,848.23	103710
INV0005771	Invoice	PROJECT CLOSEOUT EP-16-5902			
	ROCKWELL PRINTING	05/23/2024	\$	30.26	103711
44433	Invoice	ENGRAVED NAMEPLATE FOR SHAY DARRINGTON			
	RRM DESIGN GROUP	05/23/2024	\$	7,726.25	103712
2911-01-0424	Invoice	MAY24 FRANKLIN CREEK TRAIL IMPROVEMENT			
	SAFeway CORPORATION	05/23/2024	\$	25,070.83	103713
INV0005222	Invoice	RELEASE OF CASH BOND-CACTUS LANE			
	SANTA BARBARA COUNTY SHERIFFS DEPT	05/23/2024	\$	522,357.00	103714
2127	Invoice	MAY24 CONTRACTED LAW ENFORCEMENT SERVICES			
	SANTA BARBARA PEST CONTROL	05/23/2024	\$	95.00	103715
28847	Invoice	MAY24 PEST CONTROL AT POOL			
	SATICOY DEVELOPMENT LLC	05/23/2024	\$	5,392.14	103716
INV0005758	Invoice	PROJECT CLOSEOUT PL-22-2175			
	SHOWSCAPES	05/23/2024	\$	409.00	103717
388335998	Invoice	IRRIGATIONS REPAIRS AT EL CARRO PARK 5/6/24			
	SITONE LANDSCAPE SUPPLY (ALL AROUND)	05/23/2024	\$	122.90	103718
140900935-001	Invoice	MARKING FLAGS FOR BLUFFS RESTORATION			
141320244-001	Invoice	PVC PARTS TO REPAIR POOL BACKFLOW			
141376039-001	Invoice	PVC CONDUIT & CEMENT FOR SHOP			
141379072-001	Invoice	PVC & EAGLE CONDUIT FOR SHOP			
	SONIA CARRILLO	05/23/2024	\$	287.62	103719
INV0005748	Invoice	VETS HALL EVENT 4/20/24 REFUND			
	SUN COAST RENTALS	05/23/2024	\$	318.50	103720
59372	Invoice	EXCAVATOR RENTAL 5/9/24			
	TIERRA CONTRACTING INC	05/23/2024	\$	1,093.31	103721
INV0005759	Invoice	PROJECT CLOSEOUT EP-23-7195			
	TORO ENTERPRISES INC	05/23/2024	\$	276,526.69	103722
17576-R	Invoice	FEB24 CITY HALL CAMPUS IMPROVEMENTS JOB #13871UPA			
	TRI-CO REPROGRAPHICS	05/23/2024	\$	29.83	103723
200517	Invoice	SCANNING SMALL FORMAT,FILE RENAME 5/15/24			
200519	Invoice	SCANNING SMALL FORMAT, FILE RENAME 5/15/24			
200520	Invoice	SCANNING SMALL FORMAT 5/15/24			
200521	Invoice	SCANNING SMALL FORMAT 5/15/24			
	TRI-COUNTY OFFICE FURNITURE	05/23/2024	\$	13,464.82	103724
161531	Invoice	OFFICE CUBICLE PANELS FOR CITY HALL 1/9/24			
	TRI-VALLEY TROPHIES & SPECIALTIES CO	05/23/2024	\$	882.35	103725
43787	Invoice	TRAVEL CUTLERY UTENSILS FRO STAFF 3/18/24			
	UNITED VOLLEYBALL SUPPLY	05/23/2024	\$	650.68	103726
273248	Invoice	VOLLEYBALL NET FOR BEACH 5/20/24			
	LICETTE MALDONADO	05/22/2024	\$	209.57	103727
INV0005751	Invoice	TRAVEL REIMBURSEMENT- CMTA ANNUAL CONFERENCE MAY24			
	ALYSSA GONZALEZ	05/30/2024	\$	240.00	103728
INV0005792	Invoice	MEMBERSHIP-CAC WATER POLO 12U REFUND 5/1/24			
	AMAZON CAPITAL SERVICES INC	05/30/2024	\$	1,426.81	103729
14PH-9KFW-H6YR	Invoice	BOOKS FOR LIBRARY			

17PL-GXGR-67WL	Invoice	ZIP BOOKS-T. BRYAN				
1DW9-MLPC-V1JQ	Invoice	BOOKS FOR LIBRARY				
1FTM-4YC6-NDHD	Invoice	BOOKS FOR LIBRARY				
1JT4-HTWN-NG9Q	Invoice	BOOKS FOR LIBRARY				
1N43-HMDC-46C6	Invoice	SPEAKERS, HEADSET, WEBCAM, MONITOR FOR RYAN				
1P7C-T4N7-CF6K	Invoice	BOOKS FOR LIBRARY				
1PLL-D94L-PJ9X	Credit Memo	BOOKS FOR LIBRARY				
1QFG-R73H-C13J	Invoice	ZIP BOOKS-L. FARRELL				
1RML-N1RL-H1L7	Invoice	ZIP BOOKS-N. SZOLD				
1TXX-WY31-FWLX	Invoice	BOOKS FOR LIBRARY				
1WL9-4KQF-9J1J	Invoice	BOOKS FOR LIBRARY				
	BLUESTUDIO INC		05/30/2024	\$	2,500.00	103730
1396	Invoice	PROFESSIONAL SERVICES-LINDEN S DESIGN THRU 5/15/24				
	BRIAN BARRETT		05/30/2024	\$	258.00	103731
INV0005775	Invoice	TRAVEL CASH ADVANCE-MUNICIPAL CLERK ACADEMY MAY24				
	BROWNSTEIN HYATT FARBER SCHRECK		05/30/2024	\$	70,581.00	103732
283650	Invoice	PROFESSIONAL LEGAL SERVICES THROUGH 3/31/24				
983651	Invoice	PROFESSIONAL LEGAL SERVICES THROUGH 3/31/24				
983652	Invoice	PROFESSIONAL LEGAL SERVICES THROUGH 3/31/24				
983653	Invoice	PROFESSIONAL LEGAL SERVICES THROUGH 3/31/24				
983654	Invoice	PROFESSIONAL LEGAL SERVICES THROUGH 3/31/24				
983720	Invoice	PROFESSIONAL LEGAL SERVICES THROUGH 3/31/24				
	BUREAU VERITAS NORTH AMERICA INC		05/30/2024	\$	5,281.57	103733
RI 24020007	Invoice	APR24 PLAN CHECK SERVICES				
RI 24020075	Invoice	MAY24 PLAN CHECK SERVICES				
	CANNON		05/30/2024	\$	9,287.25	103734
88239	Invoice	APR24 VENOCO PIPELINE ABANDONMENT				
88298	Invoice	APR24 CARPINTERIA LIBRARY IMPROVEMENT PROJECT				
88299	Invoice	APR24 4675 CARPINTERIA AVE				
88412	Invoice	MAY24 2022 PAVEMENT REHABILITATION				
	CAPITAL INDUSTRIAL MEDICAL SUPPLY CO		05/30/2024	\$	1,135.88	103735
34-158895	Invoice	MEDICAL SUPPLIES FOR CITY HALL				
	CARPINTERIA VALLEY LUMBER CO		05/30/2024	\$	52.72	103736
536802	Invoice	BATTERIES & SILICONE SEAL FOR CITY HALL DOOR				
537279	Invoice	PADLOCK FOR VETS HALL CLOSET				
	COASTAL VIEW NEWS		05/30/2024	\$	135.00	103737
61230	Invoice	MEETING OF THE CARP. PLANNING COMMISSION AD 6/3/24				
	DEMCO INC		05/30/2024	\$	528.22	103738
7483106	Invoice	CHARGING STATION & BOOK COVERS FOR PROCESSING				
	GEOSYNTEC CONSULTANTS		05/30/2024	\$	5,360.12	103739
563232	Invoice	CARP VIA REAL DESIGN SERVICES THROUGH 4/30/24				
	GRAINGER		05/30/2024	\$	81.73	103740
9117155078	Invoice	BASIN NUT WRENCH FOR VETS HALL				
	JOY EQUIPMENT PROTECTION INC		05/30/2024	\$	225.00	103741
3506	Invoice	SEMI-ANNUAL TEST/INSPECTION OF HAZMAT SYSTEM				
	LESLIE'S POOL SUPPLIES INC		05/30/2024	\$	477.22	103742
00308-01-056768	Invoice	CHEMICALS FOR POOL 5/16/24				
	MARBORG INDUSTRIES		05/30/2024	\$	145.00	103743
6127205	Invoice	MAY24 RENT PORTABLE RESTROOM @ HAZARD WASTE EVENT				
	MELINDA BIE		05/30/2024	\$	200.00	103744
407	Invoice	DTAB MAP - CITY PORTION - MAY24				
	MISSION UNIFORM SERVICE		05/30/2024	\$	158.57	103745
521586634	Invoice	TOWEL & MAT REPLACEMENT FOR CITY HALL 5/17/24				
521633208	Invoice	TOWEL & MAT REPLACEMENT AT LIBRARY 5/17/24				
521633209	Invoice	TOWEL & MAT REPLACEMENT FOR CITY HALL 5/17/24				
521633210	Invoice	TOWEL & MAT. REPLACEMENT- VETS HALL 5/17/24				

600-2024-04	MRS ENVIRONMENTAL INC	05/30/2024	\$	14,100.00	103746
	Invoice	APR24 OIL & GAS ON CALL ENVIROMENTAL SERVICES			
01352CO24145874	OVERDRIVE INC.	05/30/2024	\$	3,143.29	103747
01352DA24142170	Invoice	MAY24 EBOOK/AUDIOBOOK FOR LIBRARY			
01352DA24142171	Invoice	MAY24 EBOOK/AUDIOBOOK FOR LIBRARY			
40331	POLICORE INC.	05/30/2024	\$	6,963.25	103748
	Invoice	IT SERVICES-CITY HALL APR24			
Q1342450	QUADIENT LEASING USA INC.	05/30/2024	\$	622.44	103749
	Invoice	JUN24-SEP24 LEASE PAYMENT FOR C.H. POSTAGE MACHINE			
2023-20231000506-2	SANTA BARBARA COUNTY TREAS/TAX COLLECTOR	05/30/2024	\$	202.98	103750
	Invoice	001-210-020 RINCON BLUFFS			
INV0005777	SANTA BARBARA SWIM CLUB	05/30/2024	\$	1,470.00	103751
	Invoice	JUN24 SBSC NOVICE MEET			
141349266-001	SITEONE LANDSCAPE SUPPLY (ALL AROUND)	05/30/2024	\$	406.98	103752
141381536-001	Invoice	PVC & EAGLE CONDUIT FOR SHOP			
	Invoice	IRRIGATION PARTS FOR FRANKLIN PARK			
APR24 700163777874	SO CA EDISON	05/30/2024	\$	61.62	103753
	Invoice	APR24 ELECTRICITY-6145 CARPINTERIA AVE			
24038	TAFT ELECTRIC	05/30/2024	\$	35,847.83	103754
	Invoice	MAR24 CARP & PALM AVE PROJECT			
2505379693	TRANSAMERICA EMPLOYEE BENEFITS	05/30/2024	\$	487.43	103755
	Invoice	MAY24 EMPLOYEE PREMIUMS			
200597	TRI-CO REPROGRAPHICS	05/30/2024	\$	7.89	103756
	Invoice	COLOR B 5/16/24			
60618559	WESTERN EXTERMINATOR COMPANY	05/30/2024	\$	82.05	103757
	Invoice	MAY24 PEST CONTROL AT VETS HALL 5/6/24			
40011986	WSP USA ENVIRONMENT & INFRASTRUCTURE INC.	05/30/2024	\$	49,815.56	103758
40023132	Invoice	GENERAL PLAN/COASTAL PLAN UPDATE THROUGH 3/1/24			
40028182	Invoice	GENERAL PLAN/COASTAL PLAN UPDATE THROUGH 3/29/24			
S55700128	Invoice	GENERAL PLAN/COASTAL PLAN UPDATE THROUGH 5/6/24			
	Invoice	GENERAL PLAN/COASTAL PLAN UPDATE THROUGH 1/16/24			
INV0005793	MISSIONSQUARE	05/30/2024	\$	10,139.17	103759
INV0005794	Invoice	MISSIONSQUARE Employee Contributions			
INV0005795	Invoice	Deferred Compensation Contribution-Part Time Emp			
INV0005796	Invoice	MissionSquareEmployee Contributions			
	Invoice	MISSIONSQUARE Employee Contributions			
INV0005797	SEIU LOCAL 620	05/30/2024	\$	256.90	103760
	Invoice	Employee Union Dues Contribution			
PR11 05/30/24	INTERNAL REVENUE SERVICE	05/30/2024	\$	19,772.85	DFT0003276
	Invoice	PR11 5/30/24 FEDERAL TAX PAYMENT			
PR11 5/30/24	EDD-SIT	05/30/2024	\$	6,339.05	DFT0003277
	Invoice	PR11 5/30/24 SIT TAX PAYMENT			
PR11 5/30/24	EDD-SDI	05/30/2024	\$	1,931.53	DFT0003278
	Invoice	PR11 5/30/24 SDI TAX PAYMENT			
4/11/24-5/24/24 CLASSIC	CalPERS	05/30/2024	\$	14,174.05	DFT0003279
	Invoice	CLASSIC RETIREMENT CONTRIBUTION 5/11/24-5/24/24			
5/11/24-5/24/24 PEPRA	CalPERS	05/30/2024	\$	12,732.71	DFT0003280
	Invoice	PEPRA RETIREMENT CONTRIBUTION 5/11/24-5/24/24			



City of Carpinteria

COUNCIL AGENDA STAFF REPORT June 10, 2024

ITEM FOR COUNCIL CONSIDERATION

Review of Conflict of Interest Code

STAFF RECOMMENDATION

Direct staff to review the City's Conflict of Interest Code and prepare any necessary updates.

Sample Motion: I move to direct staff to review the City's Conflict of Interest Code and prepare any necessary updates.

BACKGROUND/DISCUSSION

The Political Reform Act requires each local government agency to review its Conflict of Interest Code biennially (every two years) to incorporate any new regulations, requirements, or designated positions (Government Code Section 81000 et seq.). The City Council as the code reviewing body for the City must, if needed, initiate the review of the City's Conflict of Interest Code by July 1, 2024. Local government agencies must complete the Local Agency Biennial Notice stating that an amendment is required, the code is currently under review by the code reviewing body, or no amendment is required. The form must be submitted to the City Council no later than October 1, 2024 (Government Code Section 87306.5).

The purpose of this agenda item is to allow the City Council to initiate the update process by directing staff to review the City's Conflict of Interest Code and determine if an amendment is required. The purpose of the review includes updating the list of positions that are subject to the City's Conflict of Interest policies and regulations. The City's most recent update is attached as an exhibit to Resolution No. 6161 (Attachment A).

FINANCIAL CONSIDERATIONS

There are no financial considerations.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

State law requires all local agencies to conduct a biennial review of its Conflict of Interest Code.

OPTIONS

The Political Reform Act requires each local government agency to review its Conflict of Interest Code biennially, therefore there are no alternatives to the staff recommendation.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting.

ATTACHMENTS

Attachment A: Resolution No. 6161

Staff contact: Brian C. Barrett, City Clerk
(805) 755-4403; brianb@ci.carpinteria.ca.us


Signature

Reviewed by: Ryan Kintz, Assistant City Manager
(805) 755-4400, ryank@ci.carpinteria.ca.us


Signature

ATTACHMENT A

Resolution No. 6161

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RESOLUTION NO. 6161

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA APPROVING AN AMENDMENT OF ITS CONFLICT OF INTEREST CODE

WHEREAS, the Political Reform Act, Government Code section 81000 *et seq.*, requires each state and local government agency to adopt and promulgate a conflict of interest code; and,

WHEREAS, the City may amend its conflict of interest code pursuant to sections 87303 and 87306 of the Government Code; and,

WHEREAS, the Fair Political Practices Commission has adopted a regulation, 2 California Code of Regulations section 18730, which contains the terms of a standard conflict of interest code; and,

WHEREAS, 2 C.C.R. section 18730 may be incorporated by reference to constitute the amendment of a conflict of interest code within the meaning of Government Code section 87306; and,

WHEREAS, 2 C.C.R. section 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearings; and,

WHEREAS, the Fair Political Practices Commission requires that the City review its conflict of interest code every other year and make amendments as are necessary; and,

WHEREAS, the City has reviewed its conflict of interest code and desires to update the list of designated employees, whose positions involve the making or participation in the making of decisions which may foreseeably have a material effect on any financial interest.

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1. The Carpinteria City Council adopts as its conflict of interest code (i) the terms of 2 California Code of Regulations section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission, which are hereby incorporated by reference, (ii) the attached Appendix A-1 (designated officials and employees), and (iii) the attached Appendix A-2 (disclosure categories).

SECTION 2. Designated employees shall file statements of economic interests with the City of Carpinteria, which shall make the statements available for public inspection and reproduction in accordance with Government Code section 81008. The term "designated employee" does not include public officials specified in Government

Code section 87200, e.g. City Councilmembers, Planning Commissioners, City Manager, City Treasurer, etc., who are already required by law to file Statements of Economic Interests, nor does it include a position which is solely clerical, ministerial, or manual.

SECTION 3. The Carpinteria City Council authorizes the City Manager, Dave Durflinger, to sign and submit the 2022 Local Agency Biennial Notice, attached hereto as Appendix A-3.

SECTION 4. Upon the effective date of this Resolution, Resolution No. 6003 is hereby repealed and superseded by this Resolution and the attached Appendices.

PASSED, APPROVED AND ADOPTED this 26th day of September, 2022, by the following vote:

AYES:	COUNCILMEMBER:	Alarcon, Carty, Lee, Clark, Nomura
NOES:	COUNCILMEMBER:	None
ABSENT:	COUNCILMEMBER:	None
ABSTAIN:	COUNCILMEMBER:	None



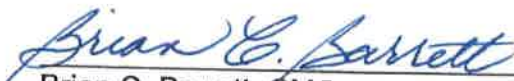
Mayor, City of Carpinteria

ATTEST:



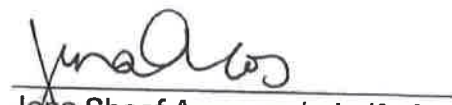
Brian C. Barrett, CMC, City Clerk
City of Carpinteria

I hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Carpinteria held on September 26, 2022.



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

APPROVED AS TO FORM:



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

APPENDIX A – 1

DESIGNATED OFFICIALS AND EMPLOYEES

General Government	Categories
City Clerk	1, 2, 3, 4, 5, 6
Assistant ~~to the~~ City Manager	1, 2, 3, 4, 5, 6
~~Volunteer and Emergency Services~~ Program Manager	1, 2, 3, 4, 5, 6
Human Resources Administrator/Risk Manager	1, 2, 3, 4, 5, 6
<u>Executive Assistant/Deputy City Clerk</u>	<u>1, 2, 3, 4, 5, 6</u>
Public Works	Categories
Public Works Director/City Engineer	1, 2, 3, 4, 5, 6
Civil Engineer	1, 2, 3, 4, 5, 6
<u>Management Analyst I/II</u> <u>Assistant to the Public Works Director</u>	1, 2, 3, 4, 5, 6
Public Works Supervisor	1, 2, 3, 4, 5, 6
Environmental Program Manager	1, 2, 3, 4, 5, 6
Engineering Technician	1, 2, 3, 4, 5, 6
Administrative Services	Categories
Administrative Services Director	1, 2, 3, 4, 5, 6
<u>Senior Financial Analyst</u> <u>Finance Manager</u>	1, 2, 4, 5, 6
Accounting Technician	1, 2, 3, 4, 5, 6
<u>Accounting Specialist</u>	<u>1, 2, 3, 4, 5, 6</u>
Parks, Recreation and Public Facilities	Categories
Parks, Recreation and Public Facilities Director	1, 2, 3, 4, 5, 6
Parks and Facilities Maintenance Supervisor	1, 2, 3, 4, 5, 6
<u>Pool/Aquatics Superintendent</u>	1, 2, 3, 4, 5, 6
<u>Management Analyst I/II</u>	<u>1, 2, 3, 4, 5, 6</u>
<u>City Librarian</u>	<u>1, 2, 3, 4, 5, 6</u>
<u>Library Specialist</u>	<u>1, 2, 3, 4, 5, 6</u>
Community Development	Categories
Community Development Director	1, 2, 3, 4, 5, 6
Chief Building Inspector/Plans Examiner	1, 2, 3, 4, 5, 6
Code Compliance Supervisor	1, 2, 3, 4, 5, 6
Code Compliance Officer I	1, 2, 3, 4, 5, 6
Code Compliance Officer II	1, 2, 3, 4, 5, 6
Principal Planner	1, 2, 3, 4, 5, 6
Senior Planner	1, 2, 3, 4, 5, 6
Associate Planner	1, 2, 3, 4, 5, 6
Assistant Planner	1, 2, 3, 4, 5, 6
Consultants	
City Attorney's Office	1, 2, 3, 4, 5, 6

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Other Consultants¹ 1, 2, 3, 4, 5, 6

Other

Mobile Home Park Rent Stabilization Board Members 1, 2, 3, 4, 5, 6

Architectural Review Board Members 1, 2, 3, 4, 5, 6

Downtown Business Advisory Board Members 1, 2, 3, 4, 5, 6

Library Advisory Commission 1, 2, 3, 4, 5, 6

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Library Advisory Commission

1, 2, 3, 4, 5, 6

NOTE: *City Council Members, City Manager, City Treasurer and the Planning Commissioners are required to file Conflict of Interest Statements pursuant to Government Code Section 87200, et seq.*

APPENDIX A – 2

DISCLOSURE CATEGORIES

Category 1: Interests in real property located within the jurisdiction of the City,² including any leasehold, beneficial or ownership interest or option to acquire such interest in real property.

Category 2: Business positions or investments in or income from persons or businesses which have an interest in real property in the City or which are engaged in the appraisal, acquisition, or disposal of real property within the jurisdiction of the City.

Category 3: Business positions or investments in business entities and income from any source doing business within the City or having done business within the City during the two years prior to the date of the disclosure statement.

Category 4: Business positions or investments in business entities or income from any source, if the business entities or sources of income are of the type which are subject to

¹Consultants are considered to be "designated employees." However, consistent with FPPC Regulations 18734 and 18790.3, the City Manager may determine in writing that a particular consultant, although in a "designated position," performs a limited range of duties and should not be required to fully comply with the disclosure requirements described in this section. Such written determination shall include a written description of the consultant's duties and, based upon that description, a statement of the extent of the disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

²Real property is located within the jurisdiction of the City if any part of the property is located within or not more than two miles outside the boundaries of the City, or within two miles of any land owned or used by the City.

the regulation or supervision of the City, including, but not limited to, the issuance or granting of franchises, building permits or other use or business permits or any other land use control or regulation.

Category 5: Business positions or investments in business entities contracting with, or selling to, the City, or which foreseeably will contract with or sell to the City.

Category 6: Business positions or investments in business entities and income from any sources, if:

- a) The business entities or sources of income have filed a claim, or have a claim pending against the City; and
- b) The designated employee's duties involve the handling or processing of such claim.

2022 Local Agency Biennial Notice

Name of Agency: City of Carpinteria
Mailing Address: 5775 Carpinteria Avenue, Carpinteria, CA 93013
Contact Person: Brian C. Barrett Phone No. (805) 755-4403
Email: brianb@carpinteriaca.gov Alternate Email: _____

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that (check one BOX):

☒ **An amendment is required. The following amendments are necessary:**

(Check all that apply.)

- ☒ Include new positions
- ☐ Revise disclosure categories
- ☒ Revise the titles of existing positions
- ☒ Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- ☐ Other (describe) _____

☐ **The code is currently under review by the code reviewing body.**

☐ **No amendment is required.** (If your code is over five years old, amendments may be necessary.)

Verification (to be completed if no amendment is required)

This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

Signature of Chief Executive Officer

Date

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 3, 2022**, or by the date specified by your agency, if earlier, to:

(PLACE RETURN ADDRESS OF CODE REVIEWING BODY HERE)

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.



City of Carpinteria

COUNCIL AGENDA STAFF REPORT June 10, 2024

ITEM FOR COUNCIL CONSIDERATION

Adoption of Ordinance No. 781, an Ordinance of the City Council of the City of Carpinteria amending Carpinteria Municipal Code Chapter 5.40 to permit outdoor live entertainment. This ordinance would amend the definition of “place of entertainment” to include outdoor portions of premises open to the public.

STAFF RECOMMENDATION

Adopt Ordinance No. 781 (second reading), amending Carpinteria Municipal Code Chapter 5.40 to permit outdoor live entertainment.

Sample Motion: I move to adopt Ordinance No. 781, amending Chapter 5.40, Live Entertainment, of the Carpinteria Municipal Code. *(This motion requires a roll call vote)*

BACKGROUND

Pursuant to Carpinteria Municipal Code (“CMC”) Chapter 5.40, Live Entertainment, the City has the responsibility and authority to regulate live entertainment, including but not limited to live music, conducted at businesses throughout the City. The purpose for the regulation and licensing of live entertainment is to ensure businesses hosting live entertainment are operated in a safe and orderly manner, and do not pose undue public nuisance impacts to surrounding land uses or unreasonably interfere with the reasonable enjoyment of life or property of others.

Pursuant to the current definition of “place of entertainment” under CMC Chapter 5.40.010(B), licensed live entertainment has historically only been allowed to be conducted within a building. Periodic special events, such as those approved through a Temporary Use Permit (Chapter 14.64), a Special Event Permit (such as the annual Avocado Festival; Chapter 10.68), or via one of six annual “promotional” events which a licensed Carpinteria business can hold in a given year, subject to City and public safety consent (Section 14.64.050(1)), have been allowed to include periodic outdoor live entertainment. However, in response to the COVID-19 pandemic, the City Council passed Urgency Ordinance No. 744 in May 2020 to allow many business activities to be temporarily relocated outdoors, including “live music and amplified sound permitted

through an Entertainment License as described in CMC Chapter 5.40.”¹ The temporary outdoor business program, including the allowances for outdoor live music subject to Entertainment Licensing requirements and conditions, has been granted several extensions by the City Council, most recently via Ordinance No. 775 in December 2023, which extended these temporary allowances through June 30, 2024.

On March 25, 2024, Community Development Department staff presented a report to the Council on how live music is currently regulated in the City, and described the current status of licensed live music entertainment venues as it relates to compliance and enforcement activities.² Noting the upcoming expiration of Ordinance No. 775, the Council directed staff to amend CMC Chapter 5.40 to accommodate outdoor music on a permanent basis.

Staff returned to the City Council on May 28, 2024 to introduce the proposed Ordinance amendment upon a first reading. The Council unanimously supported the proposed amendment to create an ongoing allowance for (licensed) outdoor live entertainment and voted to approve proposed Ordinance No. 781 (Attachment A) as presented (vote 5-0).

DISCUSSION

The hosting of live entertainment within the City of Carpinteria is regulated by CMC Chapter 5.40, Live Entertainment. As noted above, any business that wishes to host live entertainment must obtain an Entertainment License from the City unless the specific live entertainment is permitted under other provisions of the CMC (e.g., a promotional event or temporary use permit).

In section 5.40.010 - Definitions, the following terms are defined for Chapter 5.40:

- “Entertainment” is defined, in part, as “any live performance including but not limited to any act, play, review, pantomime, scene, dance act, song and dance act, or instrumental or other musical performance.”
- “Place of entertainment” is defined as “a building, room or hall open to the public, with or without charge, which building, room or hall does not have permanently fixed seats so arranged that a body of spectators can have an unobstructed view of the stage or area where the entertainment is performed, and in which the entertainment is ancillary to the serving of food and/or other refreshment and/or merchandise.”

Historically, the definition of “place of entertainment” has been enforced such that live music is only permitted indoors. Per the Council’s direction, Ordinance No. 781 would

¹ Adopted Ordinance No. 744 is available in its entirety here:
https://library.municode.com/ca/carpinteria/ordinances/code_of_ordinances?nodeId=1023151

² The staff report, which contains detailed information on live entertainment regulation, is available here:
https://carpinteria.granicus.com/MetaViewer.php?view_id=2&clip_id=1412&meta_id=90130

amend the definition of “place of entertainment” to specifically include outdoor areas of licensed premises. The proposed definition reads:

“‘Place of entertainment’ means a premises, indoor or outdoor, ~~a building, room or hall~~, open to the public, with or without charge, which ~~building, room or hall~~ does not have permanently fixed seats so arranged that a body of spectators can have an unobstructed view of the stage or area where the entertainment is performed, and in which the entertainment is ancillary to the serving of food and/or other refreshment and/or merchandise.”

Ordinance No. 781 does not propose any changes to other aspects of Entertainment Licenses. Businesses with an Entertainment License would still need to conform to all conditions in Chapter 5.40 and any Administrative Conditions placed on the license by the Community Development Director.³ Such Administrative Conditions may include limited hours during which live entertainment is permitted to occur. At the March 25, 2024 meeting, the Council determined that Administrative License Conditions shall include a 9:00 p.m. live music curfew on weekdays, and 10:00 p.m. curfew on weekends and holidays. While other conditions are generally imposed on all businesses conducting live entertainment, the license permits staff to tailor conditions to individual businesses as necessary.

POLICY CONSISTENCY

The following General Plan/Coastal Land Use Plan (GP/CLUP) objectives and policies are relevant to the discussion at hand:

Policy LU-3d: *Establish a commercial sector that balances the retail and service needs of citizens and visitors.*

Policy LU-3g: *Provide for a range of business activities that bring vitality, revenue, and employment to Carpinteria and are compatible with its small town character.*

Objective CDS2-3: *Preserve and enhance the downtown’s historic status as the center of commercial activity by encouraging a range of uses that serve both residents and visitors.*

Policy CDS2-a: *Ensure that new intensified land uses within the Downtown remain consistent with the City’s “small beach town” image.*

Policy CDS2A-b: *Ensure that intensified land uses within the subarea support a lively place to visit, live, work, and shop, and that the scale and character of the District remain consistent with the City’s “small beach town” image.*

³ The Community Development Director is authorized to establish and place additional conditions or regulations on Entertainment Licenses pursuant to CMC § 5.40.080(l).

The Land Use and Community Design Elements of the City's GP/CLUP contain several objectives and policies that generally encourage and promote efforts to establish a diverse and vibrant commercial core that can meet the needs of both citizens and visitors alike. Providing opportunities for local businesses to host live entertainment helps to not only support the economic success of those businesses, but helps contribute to a livelier and engaging commercial core that draws citizens and visitors to the City's downtown areas. The continuing appeal of outdoor live music for residents and visitors presents an opportunity to permit activities that further boost businesses in Carpinteria.

Objective N-5: *The City will minimize the effects of nuisance noise effects on sensitive land uses.*

Policy N-5a: *The City will address nuisance noise on a case-by-case basis and develop appropriate mitigation measures such as scheduling of events or activities during hours when effects would be minimal.*

The Noise Element of the GP/CLUP addresses nuisance noise impacts. While the most common source of nuisance noise impact anticipated by the GP/CLUP relates to construction activities, other types of nuisance noise impacts also occur throughout the City and remain subject to regulation. Consistent with the above Objective and Policy, the City can enforce nuisance noise impacts, including but not limited to those generated by live music entertainment, through appropriate regulation and mitigation to minimize impacts to more sensitive land uses. The Community Development Director will continue to condition Live Entertainment Licenses to avoid or reduce the severity of such impacts to be consistent with these General Plan/Coastal Land Use Plan policies.

FINANCIAL CONSIDERATIONS

No Additional Funding Requested at this time. Staff time to prepare the report is included in the Adopted FY 2023-24 General Fund Budget. Businesses wishing to obtain an Entertainment License are subject to the applicable fees in the City's Master Fee Schedule.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

It is a well-established legal principle that a public agency's police power has broad application to protect the public health, safety, and welfare of its residents which has been interpreted to include regulating live entertainment.

The City Attorney's Office assisted in the preparation and review of this staff report, and will be present at the City Council meeting to assist in answering questions.

OPTIONS

1. Adopt Ordinance No. 781 (second reading), amending Chapter 5.40 to amend the definition of "place of entertainment" to allow for outdoor live entertainment. (*Staff recommendation*)
2. Direct staff to revise Ordinance No. 781 and bring the matter back at a later date for further consideration.
3. Elect not to adopt the recommended amendment to CMC Chapter 5.40.

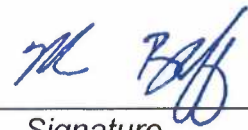
PRINCIPAL PARTIES EXPECTED AT MEETING

- Representatives from licensed Live Entertainment businesses
- Supporters of live music entertainment
- Residents affected by live music entertainment

ATTACHMENTS

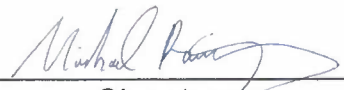
Attachment A. Ordinance No. 781, amending CMC Chapter 5.40- Live Entertainment

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



Signature

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



Signature

Attachment A.

Proposed Ordinance No. 781

Amending Chapter 5.40 of the Carpinteria Municipal Code
to Allow Outdoor Live Entertainment

Entertainment License Provisions
June 10, 2024 City Council Meeting

ORDINANCE NO. 781

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA, CALIFORNIA, AMENDING CHAPTER 5.40 OF THE MUNICIPAL CODE TO ALLOW OUTDOOR LIVE ENTERTAINMENT

WHEREAS, Carpinteria Municipal Code (“CMC”) Chapter 5.40 establishes the City of Carpinteria’s (“City”) Live Entertainment regulations; and

WHEREAS, per CMC Chapter 5.40, businesses that wish to host live entertainment events open to the public must obtain an Entertainment License from the City; and

WHEREAS, the definition of “place of entertainment” has historically been interpreted and enforced such that live entertainment was only permitted indoors; and

WHEREAS, in response to the COVID-19 pandemic, the City Council passed Urgency Ordinance No. 744 in May 2020, which allowed many business activities to temporarily relocate outdoors, including live music and amplified sound permitted through an Entertainment License; and

WHEREAS, the provisions of Urgency Ordinance No. 744 were extended six times by the City Council, most recently by Urgency Ordinance No. 775, passed on December 11, 2023, which extends the outdoor allowances until June 30, 2024; and

WHEREAS, the City wishes to maintain a lively and economically productive downtown, and it is evident that outdoor live music events continue to be popular in the City and help draw local residents and visitors to businesses; and

WHEREAS, at the City Council meeting of March 25, 2024, the City Council directed City staff to amend Chapter 5.40 to allow outdoor live entertainment, when permitted via an Entertainment License, to continue on a permanent basis; and

WHEREAS, under its police powers, the City has the authority to protect the public health, safety, and welfare of its residents which has been interpreted to include regulating live entertainment; and

WHEREAS, at their May 28, 2024 meeting, proposed Ordinance No. 781 was introduced and unanimously approved as presented by the City Council upon a first reading.

**THE CITY COUNCIL OF THE CITY OF CARPINTERIA DOES ORDAIN AS
FOLLOWS:**

Section 1. Incorporation of Recitals. All the recitals set forth above are true, correct, and valid, and are hereby incorporated and adopted as findings of the City Council as though fully set forth herein.

Section 2. Amending Chapter 5.40 (Live Entertainment) of Title 5 of the Carpinteria Municipal Code. Section 5.40.010 titled “Definitions” shall be amended as follows:

A. "Entertainment" means:

1. Any live performance including but not limited to any act, play, review, pantomime, scene, dance act, song and dance act, or instrumental or other musical performance; or
2. Any form of dancing by employees of the establishment.

B. "Place of entertainment" means a premises, indoor or outdoor, building, room or hall open to the public, with or without charge, which ~~building, room or hall~~ does not have permanently fixed seats so arranged that a body of spectators can have an unobstructed view of the stage or area where the entertainment is performed, and in which the entertainment is ancillary to the serving of food and/or other refreshment and/or merchandise.

Section 3. Effective Date. This Ordinance shall be in full force and effect thirty (30) days following the second reading of the Ordinance. Before the expiration of fifteen (15) days following passage, this Ordinance shall be published once with the names of the members of the City Council voting for and against the same in the Coastal View News, a newspaper of general circulation, published in the City.

Section 4. Severability. If any section, subsection, sentence, clause, phrase, or word of this Ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed and adopted this Ordinance, and each and all provisions hereof, irrespective of the fact that one or more provisions may be declared invalid.

Section 5. CEQA Exemption. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15060(c)(3), as this activity is not a "project" under CEQA as defined in CEQA Guidelines Section 15378.

PASSED, APPROVED, AND ADOPTED this 10th day of June, 2024, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

Mayor, City of Carpinteria

ATTEST:

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

I hereby certify that the foregoing Ordinance was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of Carpinteria held this 10th day of June, 2024.

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

APPROVED AS TO FORM:

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



City of Carpinteria

COUNCIL AGENDA STAFF REPORT June 10, 2024

ITEM FOR COUNCIL CONSIDERATION

Approve and adopt Resolution No. 6324, amending the Franchise Agreement for Solid Waste Handling Services.

STAFF RECOMMENDATION

Approve and adopt Resolution No. 6324, amending the Franchise Agreement for Solid Waste Handling Services.

Sample Motion: I move to approve and adopt Resolution No. 6324, amending the Franchise Agreement for Solid Waste Handling Services (*motion requires a roll call vote*).

BACKGROUND

Since 1993, the City of Carpinteria has contracted with E.J. Harrison & Sons, Inc., under franchise agreements for comprehensive solid waste management services. In addition to regular solid waste handling services such as trash, recycling, and organic waste, the City's franchise agreements have included local programs such as the annual household goods disposal day, bulky item pickups for all residents, servicing public battery drop-off locations, and a free sharps container mail back program.

On May 23, 2022, the City Council adopted Resolution No. 6131, authorizing execution of the current Franchise Agreement for Solid Waste Handling Services (Franchise Agreement), which incorporated expanded organic waste disposal programs, assistance meeting procurement targets related to Senate Bill 1383 ("Short Lived Climate Pollutants"), and incorporated bulky item pickup for multifamily residential properties.

E.J. Harrison & Sons, Inc., historically, subsidized single-family and multifamily recycling services with revenue from recycling commodities. In recent years, the recycling commodities revenue stream has continued to decrease while the costs associated with providing recycling services has increased, particularly with respect to multifamily recycling services due to high rates of contamination. Effective as part of the 2022 Franchise Agreement, multifamily residential properties were no longer eligible for free

recycling due to increasing operational expenses and high rates of contamination, along with decreased revenue streams from recycling commodities.

The purpose of this agenda item is for the City Council to consider approval and adoption of Resolution No. 6234 (Attachment A), authorizing amending the Franchise Agreement for solid waste handling services with E.J. Harrison & Sons, Inc., as summarized below.

DISCUSSION

Proposed Amendments to the Franchise Agreement

The proposed amendments to the Franchise Agreement, discussed in more detail below, include expansion of some programs and clarification on certain programs and services offered, as well as increasing rates to recover ongoing expenses for both the E.J. Harrison & Sons, Inc. and the City.

Multifamily Recycling Fixed Increase

Under the current Franchise Agreement, E.J. Harrison & Sons, Inc. is eligible to request Consumer Price Index (CPI) increases, not to exceed four percent (4%) annually. However, under the proposed amended agreement, E.J. Harrison & Sons, Inc. has proposed a fixed increase over the course of the next three years, exceeding the four percent (4%) maximum CPI increase, as substantiated by E.J. Harrison & Sons to maintain service quality and address operational expenses.

The Multifamily Recycling Maximum Rates effective July 1, 2024, as shown in Schedule 2, Exhibit B of the attached agreement (Exhibit 1 of the Resolution), reflects a 20% increase over existing Maximum Rates. To protect public health and safety, the Multifamily Recycling Maximum Rates shall increase by 20 percent (exclusive of any CPI increase) on July 1 annually over the following three years. By July 1, 2027, the Maximum Rates for Multifamily Recycling shall be equivalent to the Maximum Rates for Commercial Recycling. The proposed amendments to the Franchise Agreement would increase the maximum rate to accommodate full cost recovery, as established by E.J. Harrison & Sons, Inc. This is reflected in Article 12 and Exhibit B of Exhibit 1.

It is important to note that these annual increases in Maximum Rates do not require E.J. Harrison & Sons, Inc. to increase Customer Rates. Any increases to Multifamily Recycling Customer Rates up to the applicable Multifamily Recycling Maximum Rates are at the sole discretion of E.J. Harrison & Sons, Inc.

Removing Exception for State Parks

Currently, the Franchise Agreement includes an exception for State facilities, which has caused some confusion about whether Carpinteria State Beach can participate in the City's Franchise Agreement. The proposed change removes this exception, granting the franchised waste hauler exclusive rights to service State facilities within city limits.

Compliance and Enforcement

In addition to the above changes, the proposed amendments include the following:

- Amending the transfer fee, a fee that the waste hauler would pay should they transfer ownership to another company. This amendment changes the transfer fee from one that varies every two years depending on years of service to one that is fixed the first through fifth year, sixth through tenth year, and eleventh through final year of the agreement. This fee is intended to compensate the City for the administrative costs of managing the transfer.
- Streamlining of language regarding regular services to improve clarity and eliminate redundancies.
- Including requirements for customers who regularly have overflowing carts or bins to increase their service level. Currently, the language in the Franchise Agreement states that E.J. Harrison & Sons, Inc. will work with any customer who routinely leaves waste outside of their bins. This change, as proposed, will require customers who regularly have more waste than their level of service can handle to increase their level of service. This change enables E.J. Harrison & Sons, Inc., in addition to the City, to take enforcement actions when necessary.

These changes, while not diminishing service levels, establish clear guidelines for enforcement actions against customers failing to meet the terms of Carpinteria Municipal Code Chapter 8.08 and the Franchise Agreement.

Consumer Price Index Maximum Rate Increase

As stated above, per the Franchise Agreement, E.J. Harrison & Sons, Inc. is eligible to request consumer price index (CPI) increases, not to exceed four percent (4%) annually. Exhibit B to the proposed amended agreement (Exhibit 1 to Attachment A) includes the updated rate schedule and reflects a CPI increase of 3.48%. Even at the new proposed maximum rate, rates within the City of Carpinteria would continue to be lower than other nearby jurisdictions, as shown in Table 1.

Table 1: Neighboring Jurisdictions Solid Waste Rate Comparison

Jurisdiction	Basic Rate for 64-gallon Service
City of Carpinteria	\$38.28 (proposed maximum rate)
City of Ojai	\$41.43 (existing)
City of Goleta	\$41.88 (existing)
County of Santa Barbara	\$59.48 (existing)
County of Ventura	\$41.40 (existing)

The proposed amendments detailed above were presented to the Sustainability Subcommittee on May 14, 2024, and May 28, 2024, and the Subcommittee recommended staff bring this matter before the City Council for approval.

Staff recommends approving and adopting Resolution No. 6324, incorporating the above changes into the Franchise Agreement for Solid Waste Handling Service between the City and E.J. Harrison & Sons, Inc.

POLICY CONSISTENCY

The recommendations are consistent with the solid waste management objectives and policies in the Public Facilities and Services Element of the General Plan and Local Coastal Plan, including:

PF-2c. The City shall maintain a waste hauling contract that includes provisions sufficient to comply with State law concerning waste stream reduction and shall ensure through the development review process that adequate on-site waste facilities are established and maintained.

FINANCIAL CONSIDERATIONS

No Additional Funding Requested. Minimal staff time to prepare the report is included in the Adopted FY 202X3-2X4 General Fund Budget. Projected revenue increases will be budgeted as part of the FY 2024-25 Budget Process.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

California Public Resources Code Section 49300 grants local jurisdictions the right to contract out services for the collection and disposal of solid waste, which includes refuse, recyclables, and organic waste. Carpinteria Municipal Code Section 8.08.020 authorizes the City to provide solid waste handling services through one or more exclusive solid waste franchises, permits, or licenses granted to one or more solid waste service providers. The purpose of a franchise agreement is to limit the number of solid waste haulers servicing a community and to reimburse the City for the cost associated with impacts to public infrastructure and to administer oversight of solid waste collection.

California Public Resources Code Section 40059 grants local jurisdictions maximum flexibility for procuring solid waste management services including type of service, method of procurement, and sole-source negotiation or open market competition.

In 1989, Assembly Bill (AB) 939 ("Integrated Waste Management Act"; Public Resources Code Section 40000 et seq.) established the Integrated Waste Management Board, which is now the California Department of Resources Recycling and Recovery (CalRecycle). Through AB 939, the state created waste diversion mandates, established permitting and enforcement mechanisms, and authorized local jurisdictions to impose fees to establish, implement, and administer solid waste programs. AB 939 was aimed at reducing the amount of material that is deposited in landfills.

Since the passage of AB 939, additional state assembly and senate bills were passed with the intention of increasing diversion rates and reducing greenhouse gas (GHG)

emissions, including those described in the background section of this report that establish new requirements that cities must comply with.

Staff's recommendation to approve the proposed amendments to the Franchise Agreement is consistent with California Public Resources Code Section 49300, which grants jurisdictions the right to contract out services for the collection and disposal of refuse, which includes recyclables and organic waste. The recommendation is also consistent with Carpinteria Municipal Code Chapter 8.08.020, which authorizes the City to provide solid waste collection services through one or more exclusive solid waste franchises, permits or licenses granted to one or more solid waste service providers.

Jurisdictions failing to comply with the regulations of SB 1383 would be issued penalties by the California Office of Administrative Law should CalRecycle recommend enforcement.

OPTIONS

1. Approve and adopt Resolution No. 6342, authorizing the execution of the Amended and Restated Franchise Agreement for solid waste handling services with E.J. Harrison & Sons, Inc. (Staff recommendation)
2. Approve and adopt Resolution No. 6342, with amendments, authorizing the execution of the Amended and Restated Franchise Agreement for solid waste handling services with E.J. Harrison & Sons, Inc.
3. The City Council could choose not to approve the recommendation and provide further direction to staff.

PRINCIPAL PARTIES EXPECTED AT MEETING

Staff and a representative from E.J. Harrison & Sons will be present to answer any questions the Council may have.

ATTACHMENTS

- A. Resolution No. 6234 - A Resolution of The City of Carpinteria City Council Approving and Authorizing The Execution Of An Amendment To The Agreement Between The City Of Carpinteria And E.J. Harrison & Sons, Inc. For The Collection, Diversion, And Disposal of Solid Waste and the Collection and Transport For Processing Of Organic Waste And Recyclable Materials
 - Exhibit 1 to Attachment A - 2024 Solid Waste Franchise Agreement with E.J. Harrison and Sons, Inc.

Staff contact: Erin Maker, Environmental Program Manager
(805) 880.3415, erinm@carpinteriaca.gov


Signature

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


Signature

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


Signature

ATTACHMENT A

Resolution No. 6234 - A Resolution of The City of Carpinteria City Council Approving and Authorizing The Execution Of An Amendment To The Agreement Between The City Of Carpinteria And E.J. Harrison & Sons, Inc. For The Collection, Diversion, And Disposal of Solid Waste and the Collection and Transport For Processing Of Organic Waste And Recyclable Materials

RESOLUTION NO. 6324

A RESOLUTION OF THE CITY OF CARPINTERIA CITY COUNCIL APPROVING AND AUTHORIZING THE EXECUTION OF AN AMENDED AND RESTATED AGREEMENT BETWEEN THE CITY OF CARPINTERIA AND E.J. HARRISON & SONS, INC. FOR THE COLLECTION, DIVERSION, AND DISPOSAL OF SOLID WASTE AND THE COLLECTION AND TRANSPORT FOR PROCESSING OF ORGANIC WASTE AND RECYCLABLE MATERIALS

This AMENDED AND RESTATED FRANCHISE AGREEMENT FOR SOLID WASTE HANDLING SERVICES ("Amended Agreement") is entered into by and between the City of Carpinteria ("City"), a California municipal corporation; and E.J. Harrison & Sons, Inc. ("Contractor"), a California corporation.

WHEREAS, Article XI, Section 7 of the California Constitution authorizes cities to protect the public health and safety by taking measures in furtherance of their authority over police and sanitary matters; and

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (the "Act"), California Public Resources Code Section 40000, et seq., established a solid waste management process requiring local jurisdictions to implement integrated waste management programs, which maximize the use of all feasible source reduction, recycling, and composting options in order to reduce the amount of solid waste that must be disposed of in landfills; and

WHEREAS, the Act provides that certain aspects of solid waste handling are of local concern including, but not limited to, frequency of collection, means of collection and transportation, level of services, charges and fees, and nature, location and extent of providing solid waste handling services; and

WHEREAS, the Act grants local jurisdictions the authority to provide solid waste handling services, whether the services are to be provided by means of nonexclusive, partially exclusive or wholly exclusive franchise, contract, license or otherwise, which may be granted, with or without competitive bidding, under terms and conditions prescribed by resolution or ordinance of the governing body of the local jurisdiction; and

WHEREAS, City is obligated to protect the public health and safety of the Carpinteria community, and solid waste handling services shall be provided in a manner consistent with the exercise of City's obligations for the protection of public health and safety; and

WHEREAS, Chapter 8.08 of Title 8 of the Carpinteria Municipal Code implements Article XI, Section 7 of the California Constitution and the Act; and

WHEREAS, City adopted Resolution No. 6131 on May 23, 2022, granting Contractor an exclusive franchise to provide solid waste hauling services within the City boundaries, effective July 1, 2022; and

WHEREAS, the terms of this Amended Agreement are in accordance with Chapter 8.08 of Title 8 of the Carpinteria Municipal Code; and

WHEREAS, City and Contractor are mindful of the provisions of the laws governing the safe collection, transport, recycling, and disposal of solid waste including California Public Resources Code Section 40000, et seq., RCRA, CERCLA, and the Carpenter-Presley-Tanner Hazardous Substance Account Act ("HSAA"), California Health and Safety Code Sections 25300, et seq.; and

WHEREAS, City and Contractor desire to leave no doubts as to their respective roles and to make it clear that by entering into this Amended Agreement, City is not thereby becoming a "generator" or an "arranger" as those terms are used in the context of CERCLA § 107(a)(3) and that it is Contractor, an independent entity, and not City, which will collect, transport and dispose of solid waste which may contain small amounts of consumer products with the characteristics of hazardous substances; and collect, transport, and recycle and/or compost organic waste and recyclable solid waste collected; and

WHEREAS, City, by this Amended Agreement, does not instruct Contractor on its collection methods nor supervise the collection of solid waste; and

WHEREAS, there are no places within City limits where landfills are located or which are suitable for the siting of a landfill, and therefore solid waste must be exported from City limits; and

WHEREAS, City may have opportunities to cooperate regionally with other local jurisdictions to seek environmentally superior methodologies for disposal of solid waste generated in the region; and

WHEREAS, in order to assure a sufficiently significant and steady stream of solid waste to make such methodologies economically viable, it may be necessary for local jurisdictions including City to commit their respective solid waste streams to be transported to a designated disposal site; and

WHEREAS, City shall retain the right to direct the disposal site of the solid waste stream to maintain the flexibility in order to achieve these significant regional environmental benefits, but such right does not put City in control of Contractor for purposes of performing this Amended Agreement; and

WHEREAS, pursuant to the direction of the City Council, City staff has met with Contractor regularly to negotiate the terms of this Agreement and City and Contractor have negotiated this Amended Agreement in good faith; and

WHEREAS, Contractor represents and warrants to City that it has the experience, responsibility, and qualifications to provide consistent and reliable solid waste handling services, conduct recycling programs to achieve diversion rates sufficient in order to achieve diversion goals of City, to provide City with information sufficient to meet City's reporting requirements under the Act, to assist City in meeting its other requirements under the Act, to collect, transport, and dispose of solid waste in a safe manner which will minimize the adverse effects of collection vehicles on air quality and traffic and has the ability to indemnify City against liability under CERCLA; and

WHEREAS, pursuant to the Act, specifically California Public Resources Code Section 40059(a)(2) and Chapter 8.08 of Title 8 of the Carpinteria Municipal Code, City has determined that, pursuant to the foregoing recital, the public health, safety, and wellbeing require that an exclusive franchise, including the right to use or access certain City property, be awarded to Contractor for the provision of solid waste handling services; and

WHEREAS, an exclusive franchise benefits ratepayers by increasing efficiencies and cost savings due to the economy of scale and collective bargaining, resulting in lower customer rates than neighboring jurisdictions; and

WHEREAS, Contractor is ready, willing, and able to perform the services which this Amended Agreement requires, and City and Contractor desire Contractor to provide solid waste handling services to the entire service area within City limits.

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1. The above recitals are true and correct.

SECTION 2. It is in the best interest of the public health, safety and well-being to enter into this Amended Agreement without competitive bidding for the collection, transportation and recycling or disposal of solid waste.

SECTION 3. The Amended Agreement, attached to this Resolution as Exhibit 1, is hereby approved, effective July 1, 2024.

PASSED, APPROVED AND ADOPTED on June 10, 2024, by the following vote:

AYES: COUNCILMEMBER(S):

NOES: COUNCILMEMBER(S):

ABSENT: COUNCILMEMBER(S):

ABSTAIN: COUNCILMEMBER(S):

ATTEST:

Mayor, City of Carpinteria

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

I hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Carpinteria held on June 10, 2024.

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

APPROVED AS TO FORM:

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

Exhibit 1
Amended Franchise Agreement for Solid Waste Handling Services
Between City of Carpinteria and E.J. Harrison & Sons, Inc.

**AMENDED AND RESTATED
FRANCHISE AGREEMENT
FOR SOLID WASTE HANDLING
SERVICES**

**BETWEEN
CITY OF CARPINTERIA
AND
E.J. HARRISON & SONS, INC.**



**CITY OF CARPINTERIA
May 2024**

Agreement Effective Date: July 1, 2022

Amended and Restated Agreement Effective Date: July 1, 2024

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ARTICLE 1 DEFINITIONS AND CONTRACT INTERPRETATION

Section 1.1 Definitions.

Unless the context otherwise requires, capitalized terms used in this Agreement shall have the meanings set forth in the definitions contained in Exhibit A.

Section 1.2 Interpretation.

1.2.1 Conflict of Definitions.

Whenever any term used in this Agreement has been defined by Chapter 8.08 of Title 8 of the Carpinteria Municipal Code and/or the Act, specifically California Public Resources Code Sections 40100, *et seq.*, the definitions in the Carpinteria Municipal Code and the Act shall apply unless the term is otherwise defined in Exhibit A. In the event of a conflict between the definition of a term in the Carpinteria Municipal Code and/or the Act and in this Agreement, the definition in this Agreement shall prevail.

1.2.2 Gender.

Words importing the masculine gender include correlative words of the feminine and neuter genders and vice versa.

1.2.3 Headings, Font.

Any captions or headings are for convenience of reference only and do not control or affect scope, intent, meaning, construction, interpretation or effect of this Agreement. Any underlined, italicized, bold-faced, upper captioned or other font styles are for ease of reading and contract administration only and do not in any way imply relative importance or unimportance of any provision of this Agreement.

1.2.4 References to this Agreement.

References to Articles, Sections, Subsections and Exhibits refer to this Agreement, unless otherwise specified. All programs, policies, and protocols that are to be submitted by Contractor and referred to in this Agreement are incorporated by reference as though fully set forth herein.

1.2.5 Specific Not Limitation on Generalities.

The mention of any specific obligation under this Agreement may not be construed to limit or restrict any general liability or duty imposed upon Contractor elsewhere in this Agreement or under law.

1.2.6 Inconsistent or Conflicting Terms.

In the event of any contradictions or inconsistencies between any attached documents or exhibits incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control. Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement.

ARTICLE 2 GRANT OF FRANCHISE; SCOPE OF AGREEMENT

Section 2.1 Binding Agreement.

In consideration of the mutual promises contained herein, City and Contractor agree to be bound by and comply with all of the obligations and requirements of this Agreement.

Section 2.2 Grant of Franchise; Scope.

2.2.1 Exclusive Franchise.

Through this Agreement, City grants to E.J. Harrison & Sons, Inc. ("Contractor") the exclusive right and privilege, except as provided in Section 2.3, to collect the following materials within the Service Area, as set forth in Article 5:

- a. Solid Waste generated at Residential Premises, Commercial Premises and City Facilities Premises.
- b. Source Separated Recyclables generated at Residential Premises, Commercial Premises and City Facilities Premises.
- c. Organic Waste generated at Residential Premises, Commercial Premises, and City Facility Premises
- d. Source Separated Food Waste generated at Residential Premises and Commercial Premises.
- e. Unscheduled roll off and bin rental located at Residential Premises and Commercial Premises.
- f. Materials generated by State facilities such as the Carpinteria State Beach Park

2.2.2 Franchise for Access to and Use of City Property.

Through this Agreement, City also grants to Contractor the right to access and use certain City-owned property necessary for collecting materials described in section 2.2.1 pursuant to Article 5. These rights exceed the scope, intensity, duration, type of authorized activity, or other form of extent of the rights of the general public and include, but are not limited to:

- a. Regular use of City streets by heavy duty waste hauling vehicles, excluding damage greater than ordinary wear and tear as described in article 10.4.1.
- b. Keys or combinations to access locked gates owned by the City.
- c. Ability to remove solid waste from City property pursuant to this Agreement.
- d. Ability to place trash bins or other receptacles within the public right-of-way or on City property.
- e. Ability to access City buildings and yards for services detailed within this Agreement.

Section 2.3 Limitations on Scope of Exclusive Franchise.

2.3.1 Contractor Approval Not Required.

City may permit the Collection, Recycling and/or Disposal of any of the following by Persons other than Contractor without seeking or securing approval from Contractor:

- a. Solid Waste, Recyclables, and Organic Waste which are transported personally by the Owner or Occupant of the Residential Premises or Commercial Premises at which they are generated to a Disposal Site or a Transfer and Processing Facility; and

- b. Recyclables and Organic Wastes which are Source Separated by the Generator and sold or donated, including donations to youth, civic, or charitable organizations; and
- c. Recyclable beverage containers delivered for Recycling under the California Beverage Container Recycling Litter Reduction Act, California Public Resources Code Sections 14500, *et seq.*; and
- d. Animal waste and remains from slaughterhouse or butcher shops, grease waste, and used cooking oil; and
- e. By-products of sewage treatment including sludge, sludge ash, grit, and screenings; and
- f. Hazardous Waste and Household Hazardous Waste; and
- g. Source Separated E-Waste and Source Separated U-Waste; and
- h. Organic Waste composted at Residential Premises and Commercial Premises; and
- i. Unscheduled roll off and bin rental services offered by another approved contractor; and
- j. Unscheduled roll off and bin rental services offered by another approved contractor; and
- k. The incidental removal of Solid Waste when the primary service performed is either of the following:
 - i. Landscaping, gardening, weed or refuse abatement, yard clean-up, or grading of a lot; or
 - ii. Construction, remodeling or demolition of a building or structure; and
- l. Self-hauling is only permitted if an exemption of services letter from the property owner is on file with the Contractor and meets criteria defined by the Director, and pursuant to Section 16.3 of this Agreement. The letters shall be submitted annually to the Contractor to remain in effect.

Section 2.4 Enforcement of Exclusivity.

2.4.1 Enforcement by Contractor.

Contractor shall be responsible for enforcing the exclusivity of this Agreement.

2.4.2 Enforcement by City.

City shall reasonably assist Contractor in any efforts to enforce the exclusivity herein. City shall adopt such ordinances or other regulations as City deems to be necessary or desirable to protect the exclusive rights granted herein. City shall have the right, but not the obligation, to enforce the exclusivity herein, including by instituting appropriate legal proceedings and/or to request that Contractor do so. Contractor shall have an affirmative obligation to enforce such exclusivity provisions when requested to do so by City. Contractor shall reimburse City for its reasonable legal costs, extraordinary administrative costs, including staff time, or other expenses incurred in connection with City's actions to either enforce the exclusivity herein, or to assist Contractor in doing so.

Section 2.5 Boundary Changes.

Territory that is annexed into or detached from City boundaries shall be added to or removed from the Service Area covered by this Agreement.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF CONTRACTOR AND CITY

Section 3.1 Contractor Representations and Warranties.

Contractor hereby covenants, represents, and warrants the following to City for the purpose of inducing City to enter into this Agreement, all of which shall be true as of the Effective Date of this Agreement:

3.1.1 Corporate Status.

Contractor is a corporation, duly organized, validly existing and in good standing under the laws of the State of California, and is qualified to do business in the State of California.

3.1.2 Corporate Authorization.

Contractor has the authority to enter into and perform its obligations under this Agreement. The directors of Contractor have taken all actions required by law, the articles of incorporation and bylaws or otherwise to authorize the execution of this Agreement.

3.1.3 Agreement Duly Executed.

The Persons signing this Agreement on behalf of Contractor have been authorized to do so and this Agreement constitutes a legal, valid and binding obligation of Contractor.

3.1.4 No Conflict with Applicable Law or Other Documents.

Neither the execution of this Agreement nor the delivery by Contractor of services nor the performance by Contractor of its obligations hereunder:

- a. Conflicts with, violates or results in a breach of any existing Applicable Law;
- b. Conflicts with, violates or results in a breach or constitutes a default under any term or condition of any existing judgment, order or decree of any court, administrative agency or other governmental authority, or of any existing agreement (including, without limitation, the certificate of incorporation of Contractor) or instrument to which Contractor is a party or by which Contractor or any of its properties or assets are bound; or
- c. Will result in the creation or imposition of any encumbrance of any nature whatsoever upon any of the properties or assets of Contractor.

3.1.5 No Litigation.

There is no action, suit or other proceeding as of the Effective Date of this Agreement, at law or in equity, or to the best of Contractor's knowledge, any investigation, before or by any court or governmental authority, pending or threatened against Contractor, or otherwise affecting Contractor, which is likely to result in an unfavorable decision, ruling or finding, in any single case or in the aggregate, which would materially and adversely affect the validity or enforceability of this Agreement or any such agreement or instrument entered into by Contractor in connection with the transactions contemplated hereby, or which could materially and adversely affect the ability of Contractor to perform its obligations hereunder or which would have a material adverse effect on the financial condition of Contractor or the entity providing the guaranty of Contractor's performance.

3.1.6 Financial Condition.

Contractor has made available to City information on its financial condition. Contractor recognizes that City has relied on this information in evaluating the sufficiency of Contractor's financial resources to perform this Agreement. To the best of Contractor's knowledge, this information is complete and accurate, does not contain any material misstatement of fact and does not omit any fact necessary to prevent the information provided from being materially misleading.

3.1.7 Insurance and Bonds.

Contractor has the ability to procure all insurance policies and bonds or other security of performance required and as described in Article 17 and shall have procured all such insurance policies and bonds or other security of performance, which shall be in full force and effect on and as of the Services Initiation Date.

3.1.8 Ability to Perform.

Contractor has the expertise and professional and technical capability to perform all of its obligations under this Agreement.

3.1.9 Contractor's Investigation.

Contractor has made an independent investigation and analysis, the results of which are satisfactory to Contractor, of the conditions and circumstances surrounding this Agreement, its content and preparation, and the work to be performed by Contractor under this Agreement. Contractor is satisfied that those conditions and circumstances will not impair Contractor's ability to perform the work and satisfy the obligations required by this Agreement. This Agreement accurately and fairly represents the intentions of Contractor and Contractor enters into this Agreement on the basis of that independent investigation and analysis.

3.1.10 Statements and Information Submitted by Contractor.

The information supplied by Contractor in all submittals made in connection with negotiation and execution of this Agreement, including all materials in Exhibits of this Agreement, and all representations and warranties made by Contractor throughout this Agreement are true, accurate, correct and complete in all material respects on and as of the Effective Date of this Agreement.

Section 3.2 City Representations and Warranties.

City hereby covenants, represents, and warrants the following to Contractor for the purpose of inducing Contractor to enter into this Agreement, all of which shall be true as of the Effective Date of this Agreement:

3.2.1 City Status.

City is a municipal corporation, duly organized and validly existing under the Constitution and laws of the State.

3.2.2 City Authorization.

City has full legal right, power and authority to execute, deliver and perform its obligations under this Agreement.

3.2.3 Agreement Duly Executed.

The Persons signing this Agreement on behalf of City have been duly authorized to do so and this Agreement constitutes a legal, valid and binding obligation of City.

ARTICLE 4 EFFECTIVE DATE AND TERM

Section 4.1. Effective Date of Agreement.

The Effective Date of this Agreement shall be July 1, 2022 subject to the conditions set forth in Section 4.2.

4.1.1 Effective Date of Amendments.

The amendments incorporated into this Amended and Restated Agreement, as agreed to by Contractor and City on the date of execution and adopted by City's Resolution No. 6234 shall be effective July 1, 2024.

Section 4.2 Conditions to Effectiveness of Agreement.

The satisfaction of each and all of the conditions set out below, each of which may be waived in whole or in part by City in writing, is a condition precedent to the effectiveness of this Agreement, and a condition of Contractor's continued right to the benefits conveyed herein:

4.2.1 Accuracy of Representation.

All representations and warranties made by Contractor and set forth in this Agreement shall be accurate, true, and correct.

4.2.2 Absence of Litigation.

There shall be no litigation pending in any court challenging the award of this Agreement to Contractor or the execution of this Agreement or seeking to restrain or enjoin its performance.

4.2.3 Effectiveness of City Council Action.

City Council's Resolution approving this Agreement shall have become effective pursuant to California law on or before the Effective Date.

Section 4.3 Notice of Failure to Satisfy Condition.

If either Party asserts that a condition precedent to the effectiveness of this Agreement set forth in Section 4.2 has not been satisfied and has not been waived, it must deliver written notice to that effect to the other Party immediately.

Section 4.4 Term.

The Term of this Agreement shall begin on the Services Initiation Date and shall end at midnight on June 30th, 2038 unless this Agreement is terminated sooner pursuant to Article 19 or extended pursuant to Section 4.5.

Section 4.5 Extension of Term.

No later than two years prior to the expiration of the Term or extended term, Contractor may submit to City a written request for an extension of the Term of up to five (5) years, along with the information, data, records and reports documenting to satisfaction of City that Contractor has met each of the conditions set forth in this Section during the Term (or the portion thereof if less than the entire Term). Contractor is required to include with its request full information, data, records and reports documenting satisfaction of the conditions set forth in sections 4.5.1 through 4.5.5, inclusive: Only two (2) five (5) year extensions are allowed under this agreement. Within one hundred twenty (120) Days of the date the request for an extension of the Term is received, City shall provide written notice to Contractor as to whether City accepts or rejects Contractor's request. If City determines that Contractor has satisfied the conditions set forth in this Section, City may accept Contractor's request and may extend the Term by a period of not to exceed five (5) years as requested by Contractor. If City fails to provide such notice within said time period, Contractor's request shall be deemed accepted and City shall extend the Term by a period not to exceed five (5) years as requested by Contractor.

4.5.1 Satisfactory Performance.

Contractor has performed the terms and obligations of this Agreement to the satisfaction of City. A performance review prior to any five (5) year extension may be conducted two (2) years prior to the end of the initial term of the contract as described in Section 13.15. Cost of the review shall be paid as specified in that section.

4.5.2 Diversion Compliance.

Contractor has complied with the Diversion requirements set forth in Section 8.

4.5.3 Customer Satisfaction.

Pursuant to Customer satisfaction surveys conducted according to Subsection 10.8.4, City must determine that Customers are generally satisfied with Collection services provided by Contractor under this Agreement.

4.5.4 Timely Payment of Fees.

Contractor has not been delinquent in the payment of any money due to City under this Agreement more than once each Fiscal Year or at any time longer than five (5) calendar days. City has not received written notice that Contractor has been delinquent in the payment of any sums or amounts due third parties with respect to Solid Waste Disposal and processing fees.

4.5.5 No Transfer.

This Agreement has not been transferred pursuant to Article 22.

Section 4.6 Survival of Certain Provisions.

The following provisions shall survive the Term of this Agreement: the Parties' representations and warranties set forth in Article 13; the Indemnification provisions set forth in Article 16; any and all outstanding payments that Contractor owes City as set forth in Article 12; the reporting requirements set forth in Article 14; and any other rights or obligations of the Parties expressly state to survive the Term of this Agreement.

ARTICLE 5 FRANCHISED SERVICES

Section 5.1 General.

Through the terms of this Agreement and to protect public health and safety, City regulates certain aspects of how Contractor must provide franchised services and conduct related activities. Except as otherwise specified in this Agreement, Contractor retains full discretion in providing franchised services and conducting related activities

To protect the public health and safety, Contractor shall provide all labor, equipment, material, supplies, supervision and all other items necessary to perform the work and provide the services described at the times and in the manner required by this Agreement (including, but not limited to, this Article), including the Collection of all Solid Waste generated or accumulated within City from Residential Premises, Commercial Premises and City Facilities Premises covered by this Agreement not less often than once per week. The enumeration of, and specification of requirements for, particular items of labor, equipment, material, supplies or supervision shall not relieve Contractor of the duty to furnish all others, as may be required, whether enumerated elsewhere in this Agreement or not.

To protect the public health, safety and welfare all regular Solid Waste handling services shall be provided at a frequency of not less than once per week. Contractor shall provide Bin Collection Service on the Customer's Collection Day not less than once and up to six (6) times per week, except that the Customer may schedule additional Bin Collections. All services are to be provided at the Maximum Rates according to Article 12, based on frequency and level of service, unless otherwise noted.

The work performed and the services provided by Contractor under this Agreement shall be in a thorough and professional manner so that all Customers are provided at all times with reliable, courteous and high-quality Solid Waste Handling Services.

Contractor shall provide all Customers with Collection Containers that comply with the Container color requirements specified in this Section and as otherwise specified in 14 CCR Section 18982; 14 CCR, Division 7, Chapter 12, Article 3; or other Applicable Law.

Section 5.2 Single Family Dwelling (SFD) Residential Cart Collection.

5.2.1 SFD Solid Waste Cart Service.

Contractor shall Collect Solid Waste from SFD Customers according to the following:

- a. Contractor shall provide each Customer with one (1) Solid Waste Cart with the choice of the following Cart capacities: thirty-two (32), sixty-four (64) or ninety-six (96) gallons, with additional carts available upon request; and

- b. Contractor shall Collect all Solid Waste placed for Collection at Curbside using automated Collection vehicles, unless Backyard Cart Service is provided pursuant to Subsection 5.2.4 or the Customer has a Permitted Set-Out Site.
- c. Customers who routinely place Solid Waste outside of the cart will be required to increase their service level.

5.2.2 SFD Recyclables Cart Service.

Contractor shall Collect Source Separated Recyclables from SFD Customers according to the following:

- a. Contractor shall provide each Customer with one (1) Recyclables Cart of a capacity of ninety-six (96) gallons, unless customer requests Cart with a capacity of sixty-four (64) gallons; and
- b. Customer may call for one (1) additional container at no cost to the customer; and
- c. Contractor shall Collect all Source Separated Recyclables placed for Collection at Curbside using automated Collection vehicles, unless Backyard Cart Service is provided pursuant to Subsection 5.2.4 or the Customer has a Permitted Set-Out Site.
- d. Customers who routinely place Recyclables outside of the cart will be required to increase their service level.

5.2.3 SFD Organic Waste Cart Service.

Contractor shall Collect Organic Waste from SFD Customers according to the following:

- a. Contractor shall provide each Customer with one (1) Organic Waste Cart of a capacity of ninety-six (96) gallons, with additional carts available upon request; and
- b. Contractor shall Collect all Source Separated Green Waste and other Organic Waste placed for Collection at Curbside using automated Collection vehicles, unless Backyard Cart Service is provided pursuant to Subsection 5.2.4 or the Customer has a Permitted Set-Out Site.
- c. Customers who routinely place Organic Waste outside of the cart will be required to increase their service level.
- d. Contractor shall provide SFD Organic Waste Collection Service to Customers at no additional charge to City or Customers according to Article 12.

5.2.4 SFD Backyard Cart Service/Pull-out or Valet Service.

Upon request by any eligible SFD Customer, Contractor shall provide Backyard Cart Service at no additional charge to City or Customers according to Article 12. SFD Customers eligible for Backyard Cart Service at no additional charge include only those SFD Customers that are receiving Cart services under this Section and that:

- a. Submit documentation (e.g., a form signed by a doctor or documentation of qualification for or issuance of a Disabled Person (DP) or Disabled Veteran (DV) parking placard or license plate by the California Department of Motor Vehicles) of their inability to perform the generally applicable Curbside set-out requirements for Collection; and/or
- b. Are eighty (80) years of age or older.

Upon request by any other (ineligible) SFD Customer, Contractor shall provide Backyard Cart Service for compensation paid by the Customer up to the Maximum Rates according to Article 12 based on the Cart capacity and number of Carts.

Section 5.3 Multi-Family Dwellings (MFD) Residential Cart Collection.

5.3.1 MFD Solid Waste Cart Service.

For MFD Customers that do not have space for or do not generate enough Solid Waste to require the use of Bins for Collection, Contractor shall Collect Solid Waste from MFD Customers according to the following:

- a. Contractor shall provide each Customer with one (1) Solid Waste Cart. Contractor shall provide each Customer with the choice of the following Cart capacities: thirty-two (32), sixty-four (64) or ninety-six (96) gallons, with additional carts available upon request; and
- b. Contractor shall Collect all Solid Waste placed for Collection at Curbside using automated Collection vehicles, unless the Customer has a Permitted Set-Out Site. In the event that a Customer has additional waste that does not fit in the cart, Customer shall call Contractor to request an additional pick-up.
- c. Customers who routinely place Solid Waste outside of the cart will be required to increase their service level.

5.3.2 MFD Recyclables Cart Service.

For MFD Customers that do not have space for or do not generate enough Recyclables to require the use of Bins for Collection, Contractor shall Collect Source Separated Recyclables from MFD Customers according to the following:

- a. Contractor shall provide each Customer with one (1) Recyclables Cart of a capacity of ninety-six (96) gallons; and
- b. Contractor shall Collect all Source Separated Recyclables placed for Collection at Curbside using automated Collection vehicles, unless the Customer has a Permitted Set-Out Site. In the event that a Customer occasionally places Source Separated Recyclables adjacent to Carts, Contractor shall also Collect that Recyclables.
- c. Customers who routinely place Recyclables outside of the cart will be required to increase their service level.

5.3.3 MFD Organic Waste Cart Service.

Contractor shall Collect Organic Waste from MFD Customers according to the following:

- a. Contractor shall provide the Customer with Organic Waste Carts at the capacity of ninety-six (96) gallons, unless the Customer requests Carts at a capacity of sixty-four (64) gallons. Customers with space constraints are eligible for thirty-two (32) gallon containers following approval by the Contractor; and
- b. Contractor shall collect all Organic Waste placed for Collection at Curbside or at set-out site using automated Collection vehicles. In the event that a Customer occasionally needs additional Organic Waste service, Customer shall call Contractor to request an additional pick-up.
- c. Customers who routinely place Organic Waste outside of the cart will be required to increase their service level.

Section 5.4. Additional Residential Cart Services.

5.4.1 Go-Back Service.

In the event that a Residential Customer has forgotten or otherwise missed the designated time on Customer's Collection Day to place a Cart at Curbside or a Permitted Set-Out Site for Collection, Contractor shall provide a Go-Back Service to return to the Residential Premises the same Day, if the Customer contacts Contractor pursuant to Section 10.7 before noon on the Customer's Collection Day, or the following Business Day, if the Customer contacts Contractor pursuant to Section 10.7 after noon on the Customer's Collection Day, to provide Collection services. Contractor shall provide the Go-Back Service for compensation up to the Maximum Rates according to Article 12 paid by the Customer for each occurrence.

Section 5.5 Residential Bin Collection Services – Single-Family Dwellings.

5.5.1 SFD Solid Waste, Recyclables and Organic Waste Bin Service.

Upon request by any SFD Customer, Contractor shall Collect Solid Waste, Source Separated Recyclables and Organic Waste from SFD Customers according to the following:

- a. Contractor shall provide each Customer with one (1) Solid Waste Bin. Contractor shall provide each Customer with the choice of the following Bin capacities: 1.5, 2, or 3 cubic yards; and
- b. Customers who routinely have Solid Waste, Recyclables, and/or Organic Waste that exceeds the capacity of their bin shall be required to increase their level of service.
- c. Customers shall have adequate space for a Bin on the Customer's premises and not within the public right-of-way; and
- d. Contractor shall Collect all Solid Waste placed for Collection at a Permitted Set-Out Site; and
- e. In addition to the provision of bins for Solid Waste Collection, Contractor shall provide Carts for Source Separated Recyclables and Organic Waste and shall Collect Source Separated Recyclables and Organic Waste as provided under SFD Cart services pursuant to Subsections 5.3.2 and 5.3.3, respectively.

Section 5.6 Residential Bin Collection Services – Multi-Family Dwellings.

5.6.1 MFD Solid Waste Bin Service.

Contractor shall Collect Solid Waste from MFD Customers according to the following:

- a. Contractor shall provide each Customer with one (1) Solid Waste Bin. Contractor shall provide each Customer with the choice of the following bin capacities: 1.5, 2, or 3 cubic yards; and
- b. Customers who routinely have Solid Waste that exceeds the capacity of their bin shall be required to increase their level of service.
- c. Customers shall have adequate space for a Bin on the Customer's premises and not within the public right-of-way; and
- d. Contractor shall Collect all Solid Waste placed for Collection at a Permitted Set-Out Site; and

5.6.2 MFD Recyclables Bin Service.

Contractor shall Collect Source Separated Recyclables from MFD Customers according to the following:

- a. Contractor shall provide each Customer at a minimum thirty percent (30%) of the Customer's Solid Waste Bin capacity for Source Separated Recyclables, with the choice of the following: 1.5, 2, or 3 cubic yards; and,; and
- b. Customers who routinely have Recyclables that exceeds the capacity of their bin shall be required to increase their level of service.
- c. Customers shall have adequate space for a Bin on the Customer's premises and not within the public right-of-way; and
- d. Contractor shall Collect all Source Separated Recyclables placed for Collection at a Permitted Set-Out Site.

5.6.3 MFD Organic Waste Bin Service.

Contractor shall Collect Organic Waste and/or Source Separated Green Waste from MFD Customers according to the following:

- a. Contractor shall provide each Customer with one (1) Organic Waste Cart or bin of an adequate size for organic waste generated on site; and
- b. Contractor shall Collect all Organic Waste placed for Collection at Curbside or at set-out site using automated Collection vehicles; and
- c. Customers who routinely have Recyclables that exceeds the capacity of their bin shall be required to increase their level of service; and

Section 5.7 Additional Residential Bin Services.

5.7.1 Padlock Rental and Padlock or Bar Lock Installation Service.

Upon request by a Residential Customer, Contractor shall provide a padlock or bar lock installation service, which includes providing a Bin with lockable lids and a padlock or bar lock, and unlocking and re-locking the Bin each time it is serviced. Contractor shall provide the padlock or bar lock installation service for compensation up to the Maximum Rates according to Article 12 paid by the Customer for each Bin. Contractor shall provide padlocks for rental on a monthly basis for compensation up to the Maximum Rates according to Article 12.

5.7.2 Overloaded Bin Collection Service.

Contractor shall provide Collection services of Overloaded Bins for compensation up to the Maximum Rates according to Article 12 paid by the Customer for each Bin.

5.7.3 Bin Steam Cleaning Services.

Upon request by a Residential Customer, Contractor shall provide steam cleaning services of Bins. All Bin steam cleaning services shall be provided on Contractor-owned or -leased premises. Contractor shall provide Bin steam cleaning services once per Fiscal Year at no additional charge to City or Customers and for two more times per Fiscal Year for compensation up to the Maximum Rates according to Article 12 paid by the Customer for each Bin.

Section 5.8 Additional Residential Collection Services.

5.8.1 Bulky Items Collection.

Contractor shall provide on-Call Bulky Item Collection Services as defined below:

- a. Two (2) free on-call bulky item collection services per calendar for single family homes, and;
- b. Free on-call bulky items collection services for Multi-Family Dwelling Customers based on 50% of the units in a Multi-Family Dwelling Complex. For example, if a complex has ten (10) units, they will receive five (5) free on-call pickups.

These pickups will be provided at no additional charge to City or Customers. Upon receiving a request from a Customer, Contractor shall collect Bulky Items on a Day and at a time designated by Contractor. Requests must be made a week in advance. Additional pickups and specialty items may be subject to an additional fee according to Article 12. Note: charges will apply to any item containing Freon and tires are not accepted.

Bulky waste collected by the Contractor may not be landfilled or disposed of until the following Hierarchy has been followed by the Contractor:

- a. Reuse as is (if energy efficient)
- b. Disassemble for reuse and recycling.
- c. Recycle (through participation of charitable organizations).
- d. Disposal.

5.8.2 Electronic Waste.

Contractor shall provide unlimited Electronic Waste (e-waste) Collections from the City Hall ABOP Facility. Upon receiving a request from City, Contractor shall Collect E-Waste within seven (7) Days on a Day and at a time designated by Contractor. Contractor shall provide E-Waste Collection to the City at no additional charge to City according to Article 12.

5.8.3 Holiday (Christmas) Trees Collection.

Contractor shall Collect Holiday (Christmas) Trees from Residential Premises and multi-family dwellings placed Curbside or at a Permitted Set-Out Site for Collection on the Customer's Collection Day. The holiday tree collection shall commence on the first collection after December 25 and will conclude the end of the second (2nd) week of January. Holiday (Christmas) Trees shall be free of all ornamentation and the stands shall be removed. Contractor shall provide Holiday (Christmas) Trees Collection to Residential Customers at no additional charge to City or Customers according to Article 12. Contractor shall work with the City for the promotion of this program.

5.8.4 Household Battery Collection.

Contractor shall, at no additional cost to the City, collect household batteries, including but not limited to, nicad, alkaline, lead acid, lithium, button, rechargeable, and other non-alkaline batteries at 2 (two) drop-off sites, not including the City-operated ABOP facility, within city limits. One site shall be the Carpinteria Library and the other to be approved by City. All batteries collected shall be recycled or disposed of in a manner approved by the City. Contractor shall be responsible for collection and processing of batteries and disposal of incidental Solid Waste deposited at each site at least bi-weekly. Contractor shall be

responsible for maintaining and servicing each location, including but not limited to application of container content information and prompt removal of graffiti.

5.8.5 Sharps Waste Collection.

Contractor shall provide for Collection of Sharps Waste from Residential and Multi-Family Premises by mail. Upon a Residential Customer request, Contractor shall deliver to the Customer mail-in Sharps Waste containers on the next Business Day. The mail-in Sharps Waste containers shall be one-gallon containers with postage-paid return packaging. Contractor shall provide Sharps Waste Collection to Residential Customers at no additional charge to City or Customers according to Article 12. Contractor shall work with the City for the promotion of this program.

5.8.6 Annual Household Goods Collection

Contractor shall provide and assist with the annual Household Goods Collection event held in the spring. Tasks include the coordination with the City Public Works Department for the collection of hazardous wastes, bulky items, e-waste, etc. from the residents of the City. This program must comply with all applicable regulatory and permitting requirements, be scheduled on a date mutually acceptable to Contractor and City, and impose no additional cost upon the City or service recipients. Contractor will be responsible for assisting the City with all aspects of the program, including but not limited to selecting the location, obtaining all applicable permits, traffic control, on-site security, and public information, as well as collection, packing, transportation, and safe disposal of all household goods and hazardous waste collected. Neither City nor City residents will be designated as the generator. A detailed report shall be provided of materials collected.

Section 5.9 Commercial Cart Collection Services.

5.9.1 Commercial Solid Waste Cart Service.

For Commercial Customers that do not have space for or do not generate enough Solid Waste to require the use of Bins for Collection, Contractor shall provide Commercial Solid Waste Collection Service according to the same Solid Waste Cart Collection services provided for MFD Customers in Subsection 5.3.1. Contractor shall provide Commercial Solid Waste Collection Service to Customers for compensation paid by the Customers up to the Maximum Rates according to Article 12 based on the Cart capacity and number of Carts.

5.9.2 Commercial Recyclables Cart Service.

For Commercial Customers that do not have space for or do not generate enough Recyclables to require the use of Bins for Collection, Contractor shall provide Commercial Recyclables Collection Service according to the same Recyclables Cart Collection services provided for MFD Customers in Subsection 5.3.2, except that Contractor shall provide Commercial Recyclables Collection Service on the Customer's Collection Day not less than once per week. Contractor shall provide Commercial Recyclables Collection Service to Customers for compensation paid by the Customers up to the Maximum Rates according to Article 12, except that Contractor shall provide additional Recyclables Carts at no additional charge to City or Customers according to Article 12.

5.9.3 Commercial Organic Waste Cart Service.

Contractor shall Collect Organic Waste from Commercial Customers who do not have enough material for a bin. This service shall be provided according to Organic Waste cart services provided for MFD customers in Subsection 5.3.3, except that Contractor shall provide Commercial Organic Waste Collection Service on the Customer's Collection Day not less than once per week. The City may increase this service level if problems are encountered. Contractor shall provide Commercial Organic Waste Collection Service to Customers for compensation paid by the Customers up to the Maximum Rates according to Article 12, except that Contractor shall provide additional Organic Waste Carts at no additional charge to City or Customers according to Article 12.

Section 5.10 Additional Commercial Cart Services.

5.10.1 Padlock Rental and Installation Service.

Upon request by a Commercial Customer, Contractor shall provide a padlock installation service, which includes providing a Cart with lockable lids and a lock, and unlocking and re-locking the Cart each time it is serviced. Contractor shall provide the padlock installation service for compensation up to the Maximum Rates according to Article 12 paid by the Customer for each Cart. Contractor shall also rent padlocks on a monthly basis for compensation up to the Maximum Rates according to Article 12.

5.10.2 Go-Back Service.

In the event that a Commercial Customer has forgotten or otherwise missed the designated time on Customer's Collection Day to place a Cart at Curbside or a Permitted Set-Out Site for Collection, Contractor shall provide a Go-Back Service to return to the Commercial Premises the same Day, if the Customer contacts Contractor pursuant to Section 10.7 before noon on the Customer's Collection Day, or the following Business Day, if the Customer contacts Contractor pursuant to Section 10.7 after noon on the Customer's Collection Day, to provide Collection services. Contractor shall provide the Go-Back Service for compensation up to the Maximum Rates according to Article 12 paid by the Customer for each occurrence.

Section 5.11 Commercial Bin Collection Services.

5.11.1 Commercial Solid Waste Bin Service.

Contractor shall provide Commercial Solid Waste Collection Service to Commercial Customers according to the same Solid Waste Bin Collection services provided for MFD Customers in Subsection 5.6.1.

5.11.2 Commercial Recyclables Bin Service.

Contractor shall Collect Source Separated Recyclables from Commercial Customers according to the same Recyclable Bin Services provided for MFD customers in Subsection 5.6.2.

5.11.3 Commercial Organic Waste Bin Service.

Contractor shall provide Commercial Organic Waste Collection Service to Commercial Customers according to the same Organic Waste Bin Collection services provided for MFD Customers in Subsection 5.6.3.

Section 5.12 Additional Commercial Bin Services.

5.12.1 Padlock Rental and Padlock or Bar Lock Installation Service.

Upon request by a Commercial Customer, Contractor shall provide a padlock or bar lock installation service, which includes providing a Bin with lockable lids and a padlock or bar lock, and unlocking and re-locking the Bin each time it is serviced. Contractor shall provide the padlock or bar lock installation service for compensation up to the Maximum Rates according to Article 12 paid by the Customer for each Bin. Contractor shall provide padlocks for rental on a monthly basis for compensation up to the Maximum Rates according to Article 12.

5.12.2 Overloaded Bin Collection Service.

Contractor shall provide Collection services of Overloaded Bins for compensation up to the Maximum Rates according to Article 12 paid by the Customer for each Bin.

5.12.3 On-Call Recycling Bin Collection Service.

Contractor shall provide On-Call Services for the Collection of Source Separated Recyclables Bins from Commercial Premises. On-Call Services for Bin Collection may be requested by the Customer for any Business Day. Contractor shall provide On-Call Services for Bin Collection for compensation up to the Maximum Rates according to Article 12 paid by the Customer for each Collection.

5.12.4 Bin Steam Cleaning Services.

Upon request by a Commercial Customer, Contractor shall provide steam cleaning services of Bins. All Bin steam cleaning services shall be provided on Contractor-owned or -leased premises. Contractor shall provide Bin steam cleaning services once per Fiscal Year at no additional charge to City or Customers and for two more times per Fiscal Year for compensation up to the Maximum Rates according to Article 12 paid by the Customer for each Bin.

Section 5.13 Commercial Roll-Off Collection Services.

Upon request by a Commercial Customer, Contractor shall provide Roll-Off Collection services according to this Section. Contractor shall provide Roll-Off Boxes at capacities of 3, 10, 25 or 40 cubic yards for rental on a monthly basis for compensation up to the Maximum Rates according to Article 12. Contractor shall provide Collection services to the Designated Transfer and Processing Facility, Contractor's Facilities and the Designated Disposal Site for compensation up to the Maximum Rates according to Article 12 on the basis of the capacity of the Roll-Off Box, the destination of the Collected load and whether the load is compacted or non-compacted. Roll-Off Collection services include Disposal services for compensation up to the Maximum Rates according to Article 12, which such compensation shall be the same regardless of whether the load is compacted or non-compacted.

Section 5.14 Additional Commercial Roll-Off Services.

5.14.1 Compactor Steam Cleaning Services.

Upon request by a Commercial Customer, Contractor shall provide steam cleaning services of Contractor owned compactors. All compactor steam cleaning services shall be provided on Contractor-owned or -leased premises. Contractor shall provide compactor steam cleaning services once per Fiscal Year at no additional charge to City or Customers and for two or more times per Fiscal Year for compensation up to the Maximum Rates according to Article 12 paid by the Customer for each compactor.

Section 5.15 City Owned and/or Operated Facilities Services (Not for private service).

Contractor shall Collect all Solid Waste, Source Separated Recyclables and Source Separated Green Waste and other Organic Waste put in Containers for Collection at City Facilities Premises. Contractor shall provide Collection services at City Facilities, Parks and Open Spaces and Public Receptacles within the City Service Area as are identified in Exhibit D at no charge to City. Contractor shall provide service to all City Barrels. All materials collected from the City barrels shall be processed at Contractor's designated processing facility. Contractor shall provide Collection services at least at service levels, based on quantity and capacity of Containers and number of Collections, as provided in Exhibit D. If service levels are not sufficient to ensure Containers do not become full, service levels shall be increased at no charge to City. The Director may change the level of service, and may revise the list of City Owned or otherwise identified Public Facilities, Parks and Open Spaces, or Public Receptacles, as identified within Exhibit D, during the Term at no charge to City. The Director shall provide any such changes to Contractor in writing. Collections shall be scheduled on Days and at times mutually agreed upon by Contractor and the Director.

Section 5.16 Other Services.

Should Contractor expand the services available to Carpinteria customers to include services such as portable toilets, temporary fencing, or portable generators, the City may choose at that time to amend this section of the Agreement to include such services. This shall in no way affect other sections of the Agreement. Upon the direction of the Director, if program is started, the Contractor shall provide Collection of any liquid waste and Solid Waste at the portable toilets no less than once per week. All portable toilets shall be wheelchair accessible and shall be maintained to the satisfaction of City. The Director may change the service levels after the program is started and may add or change the location of equipment serviced during the Term at no charge to City. The Director shall provide any such changes to Contractor in writing. Collections shall be scheduled on Days and at times mutually agreed upon by Contractor and the Director.

Section 5.17 City-Sponsored Events, Programs and Construction Projects.

Contractor shall provide Solid Waste, Source Separated Recyclables and liquid waste (future) Collection for those City-sponsored events set forth in Exhibit E. Contractor shall provide Containers (Bins, Roll-off Boxes, clearly labeled Recyclables Containers and Organics Containers and cardboard waste boxes with liners) to Collect all Solid Waste, Source Separated Recyclables and Organics. Contractor and the Director shall mutually agree upon the number and location of Containers necessary for each City-sponsored event prior to the event. Contractor shall provide these services at City-sponsored events at no charge to City. The Director may

replace any City-sponsored events set forth in Exhibit E that are discontinued with events requiring comparable levels of service.

At the request of the City, Contractor shall, in addition to the events set forth in Exhibit D, provide solid waste containers for City programs and construction projects not to exceed ten (10) forty-yard boxes in a given year. Boxes can be used either separately or as a onetime combination and cannot exceed four (4) tons in weight.

For commercial customers enrolled in a City sponsored New Business Incentive Program, Contractor shall provide, free of charge, Commercial Solid Waste Collection services for the first 6 months of the businesses operation, at which time customer will be expected to begin paying current commercial rates for Solid Waste Service.

Section 5.18 Community Cleanup Projects.

Contractor shall provide Solid Waste Collection service for up to six (6) community cleanup projects per Fiscal Year. A community cleanup project shall consist of City employees and/or volunteers working to pick up Solid Waste from public places over a one- or two-Day period. Community cleanup projects shall be determined by the Director. Contractor shall deliver Roll-Off Boxes and/or Bins to locations determined by the Director for the community cleanup projects upon two (2) Business Days' notice from the Director. Contractor shall Collect all Roll-Off Boxes and Bins within one (1) Business Day of completion of the community cleanup project.

Section 5.19 Abandoned Items.

Upon request by the Director, Contractor shall Collect no more than forty-five (45) times per Fiscal Year up to a Fiscal Year total of fifteen (15) tons of all Bulky Items and/or other Solid Waste discarded legally or illegally in the public right-of-way or on other City-owned property. The public right-of-way shall include highways, streets, alleys, sidewalks or any other public right-of-way owned, operated or maintained by City, the County, or the State of California. If the Director contacts Contractor before noon on a Business Day, Contractor shall Collect the abandoned item(s) that same Business Day. If the Director contacts Contractor after noon on a Business Day or on a Day that is not a Business Day, Contractor shall Collect the abandoned item(s) by the end of the following Business Day. Contractor shall provide this service at no charge to City for the first 45 requests. For requests beyond this, an estimate is required to be provided to the Director before collecting.

Section 5.20 Mulch Give-Away.

Upon request from the Director, Contractor shall provide mulch (i.e. recovered organic material) for the use and benefit of City and/or its residents at a volume to allow the City to comply with SB 1383 (14 CCR 18993.1). Mulch material shall meet the requirements of SB 1383 Regulations 14 CCR Section 19003.1(f)(40). Volume of mulch provided to be tracked by Contractor to comply with SB 1383 requirements. The Director shall provide the location for the placement of the Roll-Off Boxes and will establish limits for the residents. Contractor shall provide this service at no charge to City.

Section 5.21 Community Development Review Services.

Upon request from the Director, Contractor shall review building permit applicants' plans and advise applicants regarding adequacy of Container storage space and access, particularly to

accommodate the Collection of Refuse and Source Separated Recyclables. Contractor shall provide this service at no charge to City.

Section 5.22 Street Sweeping Debris.

Contractor shall continually provide a Roll-Off Box at the Carpinteria Maintenance Yard for the Collection of street sweeping debris at no charge to City. Contractor shall Collect all street sweeping debris from the Roll-Off Box no less than once every other week. Collections shall be scheduled on days and at times mutually agreed upon by Contractor and the Director.

Section 5.23 Meet and Confer Regarding Additional Recycling Programs.

Upon City request, Contractor shall meet and confer with City regarding additional solid waste, recycling and organics service programs, including, but not limited to, mandatory commercial recycling, composting program, sharps program, organic waste diversion program, etc. Contractor shall meet and confer with City at any time and as often as City requests during the Term of this Agreement. Contractor and City shall consider the following: the design and implementation of an outreach and education program to communicate with businesses, restaurant establishments and other Customers and the potential Recycled uses of the materials collected as part of these programs, including composting, biomass, for use as animal feed, or some other beneficial use.

The City may direct the Contractor to perform additional services (including new diversion programs, etc.), or to modify the manner in which it performs existing services or bills for services. Pilot programs and innovative services that may entail new collection methods, different kinds of services or new requirements for customers, are included among the kinds of changes that the City may direct. The Contractor may be entitled to an adjustment in its compensation for providing those additional or modified services provided the need for such compensation is demonstrated to the City's satisfaction.

In conjunction with the requirements above, the Contractor must present, within 30 days of a request from the City, a proposal to provide additional or expanded diversion services. The proposal must contain a complete description of the following:

- a. Collection methodology to be employed (equipment, manpower, etc.).
- b. Equipment to be used (vehicle number, types, capacity, age, etc.).
- c. Labor requirements (number of employees by classification).
- d. Type of containers to be used.
- e. Program publicity, education, and marketing.
- f. Three-year projection of the financial results of the program's operations in an operating statement format, including documentation of the key assumptions underlying the projections and the support for those assumptions.

Section 5.24 Recovered Organics Procurement

In accordance with SB 1383, City is required to procure a defined tonnage of Recovered Organic Material. This amount is provided to the City by CalRecycle. Contractor shall assist the City in meeting the procurement goal and the tracking of any SB 1383 organics materials procured.

Section 5.25 Designated Approved Facilities

All facilities shall be identified to the City as any one or combination of processing services provided for approval. This includes but is not limited to: Solid Waste Disposal, Construction & Demolition Debris Recycling, Recyclable Material and Organic Material processing facilities and transfer facilities. Any changes in facility use to be approved by the City.

ARTICLE 6 OPERATIONS

Section 6.1 Collection Hours and Collection Schedule.

6.1.1 Residential Collection Regular Hours of Collection.

Solid Waste, Source Separated Recyclables and Source Organic Waste, including all additional services provided to Residential Premises, shall be Collected from Residential Premises on Business Days between 7:00 a.m. and 6:00 p.m. on Monday through Saturday.

6.1.2 Commercial and City Facilities Collection Regular Hours of Collection.

Solid Waste, Source Separated Recyclables and Organic Waste, including all additional services provided to Commercial Premises, shall be Collected from Commercial Premises and City Facilities Premises on Business Days between 6:00 a.m. and 6:00 p.m.

6.1.3 Holiday Schedule.

Contractor shall provide Collection services scheduled for a Holiday on the Business Day immediately following the Holiday. Contractor shall provide affected Customers advance written notice of that change in the following manners:

- a. An insert in the Bill immediately preceding the Holiday; and
- b. By email to Customers that have provided an email address; and
- c. In a newsletter sent to Customers before the Holiday; and
- d. Notice in the local newspaper.

6.1.4 Noise Exceptions to Regular Hours of Collection.

City may restrict or require modifications to hours for Collection from Commercial Premises and City Facilities Premises to resolve noise Complaints. If any City ordinances, resolutions or other regulations that regulate noise limits or limit the hours of Collection more restrictively than the preceding Subsections, the terms of the City ordinance, resolution or other regulation shall govern.

6.1.5 Emergency Exception to Regular Hours of Collection.

In the event of an emergency in which City may request the assistance of Contractor pursuant to Article 18, Contractor shall provide Collection service that may or may not be within the regular hours of Collection.

Contractor shall coordinate all emergency requests using site specific work orders and/or details provided by the City. All work shall be itemized, and billed by work order using approved hourly rates and rate structure, in order that all expenses are eligible for reimbursement by state or federal emergency management agencies.

6.1.6 Collection Schedule Changes.

Contractor shall notify each Customer of any change in that Customer's Collection Day in each of the following manners:

- a. On a tag attached to each Residential Customer's Container on that Customer's Collection Day immediately preceding the change; and
- b. By phone or in person to each Commercial Customer the week preceding the change; and
- c. By email to Customers who have provided an email address; and
- d. Notice in the local newspaper; and
- e. By any other manner and time requested by City.

Section 6.2 Service Exceptions and Non-Collection Notices.

Contractor shall not be required to provide Collection services in the following events when Contractor shall take the following action:

6.2.1 Contaminated Materials.

Customer has discarded other than Recyclables in the Recyclables Container and other than Organic Waste in the Organic Waste Container. Contractor shall attach a non-Collection notice to the Container. The notice shall explain the reason for the non-Collection and provide information listing examples of Recyclables and Organic Waste and how to discard these materials. Contractor may also issue fees for contamination according to the fee schedule in Exhibit B.

6.2.2 Uncontainerized Solid Waste.

Customer discards Solid Waste outside a Container, unless otherwise allowed under this Agreement, such as Bulky Items, e-waste, white goods and Holiday (Christmas) Trees. Contractor shall attach a non-Collection notice to the uncontainerized Solid Waste or Customer's adjacent Container. The notice shall explain the reason for the non-Collection and explain when, where and what uncontainerized Solid Waste the Customer may discard for Collection. Contractor may also issue fees for contamination according to the fee schedule in Exhibit B.

6.2.3 Excess Weight.

Customer's Container is in excess of weight limits posted on the Container. Contractor shall attach a non-Collection notice to the Container. The notice shall explain the reason for the non-Collection. Contractor may also issue fees for contamination according to the fee schedule in Exhibit B.

6.2.4 Hazardous Waste.

In the event Contractor determines that Containers contain Hazardous Waste, other than Household Hazardous Waste not discovered and identified by Contractor acting under its Hazardous Waste Handling Protocol submitted to City pursuant to Section 6.7. Contractor shall implement its Hazardous Waste Handling Protocol. Contractor shall attach a non-Collection notice to the Container if Contractor determines that it is safe to not Collect the Hazardous Waste. The notice shall explain the reason for non-Collection and shall provide

the Customer with written information about the proper Disposal of Hazardous Waste. Contractor shall report such non-Collection to City in the Quarterly Report provided to City pursuant to Section 13.4.

6.2.5 Improper Set-Out Site.

Customer has not set out the Container Curbside or at a Permitted Set-Out Site, excluding Customers provided Backyard Cart Service. Contractor shall attach a non-Collection notice to the Container. The notice shall explain the reason for non-Collection.

6.2.6 Health or Safety Threat.

Contractor determines that any condition at or near any Set-Out Site presents a health or safety threat to Contractor's employees or the public. Contractor shall immediately notify the Customer in person, by phone, email or other means available to Contractor. Upon authorization by the Director, Contractor shall discontinue Collection until the threat is eliminated.

Section 6.3 Route Maps, Schedules and Audits.

6.3.1 Route Maps and Schedules.

Contractor shall provide route maps to the City upon request by the City.

Within seven (7) Days of City request, Contractor shall provide City any or all of the following:

- a. Maps showing Contractor's Solid Waste, Recyclables and Organic Waste Collection routes; and
- b. Route sheets listing the Customers' names, addresses, levels of service, day and approximate time of Collection.

At least thirty (30) Days prior to any route changes, Contractor shall give City revised maps and route sheets.

6.3.2 Route Audits/Route Reviews.

Contractor shall cooperate with City route audits of vehicles that Collect Solid Waste, Source Separated Recyclables and Organic Waste in City, including allowing City to follow the vehicles and, with Contractor's consent, ride in the vehicles.

Contractor shall perform route reviews in accordance with 14 CCR 18982(a)(65). This includes detailed tracking of the audit, issues encountered, actions taken etc. Route reviews are a visual inspection along a hauler route for the purpose of evaluation of container contamination.

Section 6.4 Collection Vehicles.

Contractor warrants that it shall provide an adequate number of collection vehicles and equipment for the Collection, Disposal and transportation services for which it is responsible under this Agreement.

6.4.1 Air Emissions.

All Contractor's collection vehicles operating in the City shall meet the current California Air Resources Board's emission standards. If a vehicle that meets the current California Air Resources Board (CARB) standards is unavailable due to unscheduled or non-routine maintenance, another vehicle from the Contractors fleet may be used. Contractor shall document and report all cases in which collection vehicles that do not meet the current CARB standards are used in the City.

6.4.2 Vehicles.

Identification: Contractor shall place the following information on every Collection vehicle in letters and figures at least three inches (3") high in colors that contrast with the background:

- a. Contractor's name, unless Contractor immediately notifies the Director that Contractor has substituted another vehicle without Contractor's name to temporarily provide Collection services when the vehicle that Contractor usually uses for Collection is undergoing service and/or repair; and
- b. Contractor's toll-free telephone number; and
- c. A unique vehicle number.

Contractor may place safety instructions on Collection vehicles. Contractor shall not place any other words or pictures, except as provided herein, on Collection vehicles without City consent.

6.4.3 Leak Containment.

All collection vehicles, carts, and bins shall be leak-proof. Contractor shall not allow any hazardous or non-hazardous liquids or other materials to leak from any vehicle. If leaks do occur, clean-up shall be in accordance with the City of Carpinteria's Watershed Management Program policies. Contractor shall ensure that spill containment kits are provided to all collection vehicles operating in the City and operators are trained on how to use them. This includes protecting nearby storm drains immediately to prevent materials entering the storm drain system and properly disposing of the cleanup materials. At City's request, Contractor shall provide other cleaning services, such as steam cleaning sidewalks where Contractor's cart has leaked, pursuant to Section 10.3.3.

Contractor shall keep a record of leaks including type, amount, action taken to clean it up, employee(s) responsible for clean-up, date and time. Contractor shall report such leaks to City within twenty four (24) hours of any occurrence and also indicate incidents in the Quarterly Report provided to City pursuant to Section 13.4.

6.4.4 Maintenance and Safety.

Contractor shall maintain Collection vehicles in clean condition and good repair to ensure that Collection vehicles operate properly and safely according to the following.

- a. **Leaks.** Contractor shall not allow hydraulic fluid or other liquid to leak from any vehicle and shall immediately clean up any leaks. Contractor shall have a spill remediation kit on board all vehicles operating within the city. Contractor shall immediately protect any storm drain inlet from receiving hydraulic fluid or other liquids. Contractor shall photograph any incident.

Contractor shall keep a record of leaks including type, amount, action taken to clean it up, employee(s) responsible for clean-up, date and time. Contractor shall report such leaks to City within twenty four (24) hours of any occurrence and also indicate incidents in the Quarterly Report provided to City pursuant to Section 13.4.

- b. **Inspections.** Contractor shall have the California Highway Patrol inspect each vehicle under law. Contractor shall conduct additional inspections, such as brake testing, within seven (7) Days of a request from the Director. Contractor acknowledges that City may inspect any vehicle.
- c. **Maintenance Log and Safety Compliance Report.** Within two (2) Business Days of a request from the Director, Contractor shall provide City a copy of its vehicle maintenance log and any safety compliance report, including, but not limited to, any report issued under California Vehicle Code Sections 34500, *et seq.* and the biennial "BIT" inspections conducted by the California Highway Patrol.
- d. **Oil Recycling, Re-refined Oil.** Contractor shall Recycle all used oil from its vehicle maintenance operations and make reasonable business efforts to use re-refined oil.

6.4.5 Appearance.

Contractor acknowledges that it is important to City that Contractor presents a professional and well-maintained image. Contractor shall wash vehicles as often as necessary to preserve and maintain a professional and pleasing image, and within two (2) Days of a request from the Director. Contractor shall paint vehicles within thirty (30) Days of a request from the Director.

6.4.6 Spare Vehicles.

Contractor shall maintain a sufficient number of vehicles, fully fueled and ready to dispatch, to replace any vehicle that breaks down enroute so that Customer service is minimally delayed.

6.4.7 Sanitary Operation.

Contractor shall comply with all laws, regulations and procedures promulgated by all agencies having jurisdiction over the safe and sanitary operation of Contractor's equipment.

Section 6.5 Personnel.

6.5.1 Key Personnel.

Contractor acknowledges that providing services under this Agreement is personal in nature because it requires continuous and extensive communication between Contractor's personnel and City staff, and knowledge of City streets, terrain and requirements under this Agreement. Contractor shall use reasonable business efforts to provide City with thirty (30) Days' notice of a change in the following personnel:

- a. Route supervisor, and
- b. City liaison in Contractor's financial accounting department responsible for submitting reports with respect to Franchisee Quarterly Fees; and
- c. City liaison in any Contractor department responsible for submitting reports with respect to Contractor's Diversion of Solid Waste in City.

In its notice to City, Contractor shall include the name and professional qualifications of the replacement personnel. The Director may request, upon thirty (30) Days prior notice, that Contractor use reasonable business efforts to appoint an alternative individual as the City liaison in any Contractor department responsible for submitting reports with respect to Contractor's Diversion of Solid Waste in City

6.5.2 Workers' Compensation Modification Factor Documentation.

Within two (2) Business Days of a request from the Director, Contractor shall provide City with Contractor's Workers' Compensation Experience Modification Factor documentation.

6.5.3 Drivers.

Contractor shall provide appropriate and applicable operational and safety training, including on-job-training by supervisors, to all employees that drive Collection vehicles and/or operate equipment for Collection. Contractor shall train a sufficient number of employees to drive all Collection routes to ensure there is no lapse of Solid Waste Handling Services under this Agreement. Contractor shall keep complete training records. Contractor shall use reasonable business efforts to assign the same employees to drive identified routes in order to encourage accountability and enhance Customer relations. Contractor shall provide a cell phone or an equivalent communication device to each employee that drives a Collection vehicle to keep in contact with Contractor's Customer service representatives, operation and maintenance personnel and the route supervisor. Contractor shall carry out drug and alcohol testing of employees that drive Collection vehicles in compliance with Department of Transportation 49 CFR Part 40 and shall keep complete testing records. Contractor shall make certain that all employees that drive Collection vehicles have in full force and effect a valid driver's license of the appropriate class issued by the California Department of Motor Vehicles and keep copies of such licenses.

6.5.4 Route Supervisor.

Contractor shall assign qualified personnel to supervise field operations in the Service Area, including:

- a. Checking that Collection meets specifications under this Agreement; and
- b. Making Collection improvements; and
- c. Resolving field problems, such as reports of commingling Organic Waste or Recyclables with Solid Waste; and
- d. Responding to Complaints of Customers in person or by telephone, such as missed pickups, noise, litter, etc.

Contractor shall provide the route supervisor a cell phone or an equivalent communication device to keep in contact with Contractor's Customer service representatives, operation and maintenance personnel, City and drivers.

6.5.5 Identification, Appearance and Conduct.

Contractor shall ensure that all of its employees who come into contact with the public present a neat, tidy and orderly appearance and clear identification as an employee of Contractor.

6.5.6 Gratuities.

Contractor shall not, nor shall it permit any officer, agent or employee to, request, solicit, or demand, either directly or indirectly, any gratuity from Customers for the Collection of Solid Waste required to be Collected under this Agreement.

6.5.7 Nondiscrimination and Compliance with Law.

Contractor shall comply with all applicable nondiscrimination laws and shall not discriminate against any Person as an employee or potential employee on the basis of his or her race, color, national origin, ancestry, religion, creed, physical handicap, medical condition, marital status or sexual orientation. Contractor shall comply with all applicable labor laws and other applicable laws relating to Contractor as an employer.

Section 6.6 Interruption of Service.

Contractor shall maintain a Back-Up Plan for interruption of service and provide to the City no less than two (2) business days following a request. The Back-Up Plan shall set forth the procedures that Contractor shall follow in the event of an interruption of services provided under this Agreement. In the event that an interruption of services provided under this Agreement occurs, within twenty-four (24) hours of a request from the Director, Contractor shall implement the Back-Up Plan.

Section 6.7 Hazardous Waste Handling.

Contractor shall maintain a Hazardous Waste Handling Protocol, to be submitted to the City upon request. The Hazardous Waste Handling Protocol shall set forth procedures that Contractor shall follow to identify and Collect Hazardous Waste for proper Disposal. The Hazardous Waste Handling Protocol shall include the manner in which Contractor shall use reasonable business efforts to screen all Solid Waste for Hazardous Waste when tipping Containers into vehicles, such as using driver observation in mirrors when tipping Carts in front of the vehicle. In the event Contractor inadvertently delivers Solid Waste to any Disposal Site or Transfer and Processing Facility that includes Hazardous Waste, Contractor shall make a good faith effort to identify and contact the Customer that discarded the Hazardous Waste and recover the Hazardous Waste handling costs and cooperate with the Disposal Site or Transfer and Processing Facility owners or operators to arrange for proper Disposal under law.

ARTICLE 7 CITY'S ABILITY TO CONTROL FLOW OF SOLID WASTE

Section 7.1 Flow Control Option.

City shall have the absolute ability to choose the location for the delivery and/or Disposal of all Solid Waste (including Recyclables and Organic waste) Collected pursuant to this Agreement. Contractor expressly consents to City's ability to direct the location for Disposal of Solid Waste hereunder and waives any and all rights to challenge City's ability to do so, including without limitation any rights under the Commerce Clause of the United States Constitution.

At any time during the Term of this Agreement, the Director may notify Contractor in writing that City desires to invoke its flow control option. In the event that the Director so notifies Contractor of the desire to change the City's flow control option, the written notification shall include the change, including whether the change is to Solid Waste, Source Separated Recyclables and/or

Source Separated Organic Waste and whether the change involves the Designated Disposal Site, the Designated Transfer and Processing Facility and/or any specific one of Contractor's Facilities. In the event the Director so notifies Contractor of the desire to cease exercising the City's flow control option, Contractor shall have the absolute discretion to utilize any Disposal Site, Transfer and Processing Facility, Material Recovery Facility, or other facility of its choosing to retain, Recycle, process, and Dispose of Solid Waste, Source Separated Recyclables and/or Source Separated Organic Waste generated within City, provided the use of such facility by Contractor enables it to meet all other requirements of this Agreement.

ARTICLE 8 DIVERSION

- a. Contractor shall ensure through the delivery of its programs and services under this contract that City's overall diversion rate meets or exceeds the State mandated minimum requirement, currently set at 50%.
- b. Contractors compliance with the diversion requirements and goals above shall be reported by sector through the Quarterly reports to the City.

ARTICLE 9 HAZARDOUS WASTE NOTIFICATIONS

Section 9.1 Hazardous Waste Inspection and Notifications.

Contractor reserves the right and has the duty under law to inspect Solid Waste put out for Collection and to reject Solid Waste observed to be contaminated with Household Hazardous Waste and the right not to Collect Household Hazardous Waste put out with Solid Waste. Contractor shall notify all agencies with jurisdiction, if appropriate, including the California Department of Toxic Substances Control and Local Emergency Response Providers and the National Response Center of reportable quantities of Household Hazardous Waste, found or observed in Solid Waste anywhere within City. In addition to other required notifications, if Contractor observes any substances which it or its employees reasonably believe or suspect to contain Household Hazardous Waste unlawfully Disposed of or released on any City property, including storm drains, streets or other public rights-of-way, Contractor shall immediately notify the Director.

Section 9.2 Hazardous Waste Diversion Records.

Contractor shall maintain records showing the types and quantities, if any, of Household Hazardous Waste found in Solid Waste, which was inadvertently Collected from Customers within City, but Diverted from the Designated Disposal Site or other Disposal Sites.

ARTICLE 10 CUSTOMER SERVICE

Section 10.1 Customer Service Policy.

Contractor shall provide a Customer Service Policy to City upon request. The Customer Service Policy shall include procedures, to the satisfaction of the Director, for communicating with Customers and taking, responding to and resolving Customers' questions, Complaints and disputes. Notwithstanding the Customer Service Policy, Contractor shall be subject to the Customer service requirements set forth in this Article.

Section 10.2 Container Service.

10.2.1 Containers Provided by Contractor.

Contractor shall provide Customers with the following Containers meeting the requirements of SB 1383 and the industry quality standards for storage of discarded Solid Waste, Source Separated Recyclables and Organic Waste pending Collection by Contractor:

- a. All Carts, Bins and Roll-Off Boxes (not compactors) for City and all Customers consistent with Article 5; and
- b. Sharps Waste Containers for Residential Customers consistent with Subsection 5.8.5.

10.2.2 Container Inventory.

Contractor shall store unused Containers in a secure location. Contractor shall update its Container inventory within seven (7) Days of a request by the Director.

10.2.3 Delivery of Containers.

Upon a Customer request, for reasons of service commencement or lost or stolen Containers, Contractor shall deliver Containers to the Set-Out Site no later than the day following Customer's Collection Day. Delivery of Containers pursuant to this Subsection shall be provided by Contractor at no charge to City or the Customers.

10.2.4 Pick-Up, Exchange, Decrease or Increase Number of Containers.

Upon a Customer request, for reasons of service termination or change in service, Contractor shall pick-up, exchange, increase or decrease the number of Containers at the Set-Out Site no later than the day following Customer's Collection Day. Pick-up, exchange, increase or decrease the number of Containers pursuant to this Subsection shall be provided by Contractor at no charge to City or the Customers.

10.2.5 Maintenance, Repair or Replacement of Containers.

Contractor shall maintain and repair all Containers. Upon a Customer request or request by the Director, Contractor shall repair or replace Containers that are damaged or constitute a threat to public health and safety, including keeping out rodents, flies and other vectors. A determination by the Director that a Container shall be repaired or replaced shall bind Contractor to do so. Contractor agrees to maintain its Solid Waste containers in City free of graffiti. In addition, any emergency Containers placed at schools and at City Hall or other City Facilities Premises pursuant to Article 18 must likewise be kept free of graffiti.

10.2.6 Collection and Emptying of Containers.

After emptying each Container as part of the Collection services provided by Contractor under this Agreement, Contractor shall replace it in its Set-Out Site.

Contractor may not randomly place bins in public areas unless they are preapproved for the location and delineated by safety cones as approved by the director.

Section 10.3 Contractor Service Standards.

10.3.1 General Service Requirements.

Contractor shall perform all services provided under this Agreement in a prompt, thorough, comprehensive, reliable, courteous and professional manner so that Customers receive high-quality Collection services at all times. Contractor shall perform all services under this Agreement regardless of weather conditions and difficulty of Collection, subject to the exceptions set forth in Sections 6.2 and 23.2.

10.3.2 Customer Litter.

In the event Contractor repeatedly observes littered Solid Waste outside a Container set out by a Customer for Collection, Contractor shall discuss ways to prevent littered Solid Waste directly with the Customer. In the event that this situation persists, Contractor shall report its discussion with the Customer to City.

10.3.3 Contractor Litter.

Contractor shall immediately clean up and Collect all Solid Waste spilled, scattered or littered while performing the services under this Agreement and pursuant to Section 6.4.4, including, but not limited to, lifting and emptying Containers and driving from or between Collection stops and tracking Solid Waste onto any alley, street or public place. Contractor shall equip each Collection vehicle with a broom, shovel and absorbent material.

Section 10.4 Respect for Property.

10.4.1 Property Damage.

Contractor shall use due care in entering and exiting Residential Premises, Commercial Premises and City Facilities Premises. Contractor shall use paved surfaces where practicable and avoid crossing landscaped areas. Contractor shall not jump over hedges and fences. Contractor shall close all gates it opened after making Collections. In the event a Customer specifically directs Contractor to drive on private driveways or pavement in the course of providing Solid Waste Handling Services under this Agreement, Contractor may request that the Customer provide Contractor a waiver of damage liability and/or indemnification. Any physical damage caused by the negligent or willful acts or omissions of Contractor to public or private property shall be repaired or replaced by Contractor at Contractor's sole expense. Disputes between Contractor and its Customers as to damage to private property are civil matters and Complaints of damage shall be referred to Contractor as a matter within its sole responsibility and as a matter within the scope of Section 16.1.

Contractor shall include a description of any Customer notice of damage, including status of resolution, in its Quarterly Report set forth in Section 13.4. Except as provided in Article 16 and Subsection 10.4.2, this Agreement does not purport to affect, in any way, Contractor's civil liability to any third parties.

10.4.2 Pavement Damage.

Except for normal wear and tear on City streets resulting from the Contractor's reasonable operation of its collection vehicles, all damage to the City's driving surfaces, whether or not

paved, which is caused by the operation of the Contractor's vehicles while providing services within the City under this Agreement will be repaired or replaced by Contractor at Contractor's Sole expense. Contractor shall understand that the exercise of this Agreement may involve the operation of its collection vehicles over privately owned roads and streets. Contractor is authorized to require releases from the owner(s) of such private roads or streets as a condition precedent to the provision of curbside service to adjoining customers. Any disputes between Contractor and its Customers as to damages to private pavement are civil matters and complaints of damage will be referred to Contractor as a matter of sole responsibility and as a matter within the Scope of Section 16.1.

10.4.3 Utilities.

Any damage to any utilities, whether located on public or private property, resulting from the negligence of Contractor shall be repaired or replaced by Contractor at Contractor's sole expense.

Section 10.5 Customer Service Complaints, Standards and Violations.

10.5.1 Customer Service Complaints.

- a. All service complaints must be directed to the Contractor. Daily logs of complaints concerning collection of solid waste must be retained for a minimum of 24 months and must be available to the City at all times upon request.
- b. The Contractor must log all complaints. This log must include the date and time the complaint was received, name, address and telephone number of caller, description of complaint, employee recording complaint, and the action taken by the Contractor to respond to and remedy complaint. All written customer complaints and inquiries must be date-stamped when received. All complaints must be initially responded to within one business day of receipt. The Contractor must log action taken by the Contractor to respond to and remedy all complaints.
- c. All customer service records and logs kept by the Contractor will be available to the City upon request and at no cost to the City. The City shall, at any time during regular Contractor business hours, have access to the Contractor's customer service department for purposes that may include monitoring the quality of customer service or researching customer complaints.

10.5.2 Resolution of Customer Complaints

- a. Disputes between the Contractor and its customers regarding the services provided under this Agreement may be resolved by the City Manager. The decision of the City Manager shall be final and binding.
- b. Intervention by the City is not a condition precedent to any rights or remedies third parties might otherwise have in any dispute with Contractor. Nothing in this section is intended to affect the remedies of third parties against the Contractor.

10.5.3 Reimbursement of City Cost.

Contractor acknowledges that City is not responsible for taking, responding to or resolving Customers' questions, Complaints and disputes.

Section 10.6 Customer Privacy and Customer Mailings.

Contractor shall strictly observe and protect the rights of privacy of Customers. Information identifying individual Customers, or the composition or contents of a Customer's Solid Waste or Source Separated Recyclables shall not be revealed to any Person, governmental unit, private agency or Contractor, unless required by law or upon authorization of the Customer.

This provision shall not be construed to preclude Contractor from preparing, participating in, or assisting in the preparation of Solid Waste characterization studies or waste stream analyses that may be required by the Act.

Contractor shall not market or distribute mailing lists with the names and addresses of Customers.

The rights accorded Customers pursuant to this Section shall be in addition to any other privacy rights accorded Customers pursuant to federal and state law.

Section 10.7 Means of Communicating with Customers and City.

10.7.1 Office Hours.

Contractor shall maintain an office with assigned personnel. Contractor's office hours shall be from 8:00 a.m. to 5:00 p.m. Monday-Friday and 8:00 a.m. to 12:00 p.m. on Saturdays when Collection is occurring, excluding Holidays.

10.7.2 Telephone Numbers.

Contractor's office shall be accessible by a local phone number and a toll-free number. Contractor shall ensure that assigned personnel will answer the telephone during office hours. Contractor shall provide an answering or call-forwarding service system to take Customer messages outside of office hours. Contractor shall answer Customer messages no later than the following Business Day.

Contractor shall maintain an emergency telephone number for use by City personnel only outside office hours. Contractor shall have a representative, or an answering or call-forwarding service system to contact such representative, available at the emergency telephone number during all hours other than office hours.

At Contractor's expense, its regular and emergency telephone numbers shall be listed in City telephone directories under both Contractor's name and City's name. Contractor shall have the capability of responding to Customers in English, Spanish dialects and other languages necessary for communication between Contractor and its Customers.

10.7.3 Posting Contact Information.

Contractor shall post its contact information on all of its written communications with Customers, including, but not limited to Bills, non-Collection notices and newsletters.

10.7.4 Web Site.

Contractor shall maintain a web site with content acceptable to City. Contractor shall post all of the following information on its web site:

- a. Explanation of the Solid Waste Handling Services provided under this Agreement; and
- b. A link to City's web site; and
- c. A link to programs or facilities where Customers can legally discard different wastes; and
- d. Contractor's contact information; and
- e. Other information related to Solid Waste management upon City request.

Section 10.8 Education and Public Relations.

All written documents, notices and other printed materials provided to Customers pursuant to this Section shall be submitted to City for approval no less than five (5) business days prior to submission of the materials to Customers.

10.8.1 Customer Orientation Packet.

Contractor shall develop and provide each Customer with a Customer Orientation Packet at the start of services under this Agreement, including the restart of service that has been terminated. The Customer Orientation Packet shall include an explanation of the Customer's current services, an explanation of the Solid Waste Handling Services provided under this Agreement and an explanation of set-out instructions.

10.8.2 Customer Service Summary.

Contractor shall provide Customers a Customer service summary annually explaining the Customer's current services provided under this Agreement and notice that an explanation of the Solid Waste Handling Services provided under this Agreement are available on Contractor's web site or upon request.

10.8.3 Quarterly Newsletter.

Contractor shall produce a quarterly newsletter designed to promote safe Solid Waste handling, Recycling and Diversion. Contractor shall email the newsletter to Customers that receive Bills on-line and/or request electronic communication; otherwise, the newsletter shall be distributed via United States Postal service mail as bill inserts, and/or download from the City-dedicated webpage on Contractor's website.

10.8.4 Customer Satisfaction Survey.

City may conduct Customer service satisfaction surveys. Contractor may review and comment upon the survey form and content. Contractor shall cooperate with City in conducting the survey. Contractor may obtain a copy of the survey results.

10.8.5 Additional Information.

Contractor shall produce and distribute additional education materials upon City request at Contractor's expense up to the Contractor monetary contribution set forth in this Section and at City's expense thereafter. Contractor may produce and distribute additional materials subject to approval by City pursuant to this Section.

10.8.6 Program Outreach and Tracking

Contractor shall provide detailed outreach material and tracking data for all sectors serviced in accordance with SB 13811383, other state mandate programs and Carpinteria Municipal Code Chapter 8.08, Article V.

ARTICLE 11 OWNERSHIP OF SOLID WASTE

Except as otherwise provided under State law, ownership and the right to possession of Solid Waste, including Organic Waste and Recyclables, shall transfer directly from the Customer to Contractor upon Collection by Contractor. At no time shall City obtain any right of ownership or possession of Solid Waste or Hazardous Waste placed for Collection and nothing in this Agreement shall be construed as giving rise to any inference that City has any such rights.

ARTICLE 12 RATES, FEES AND BILLING

Section 12.1 Maximum Rates.

In consideration of and as compensation for the performance of Solid Waste Handling Services, Contractor shall, in its sole discretion, establish, charge and collect Customer Rates, which shall not exceed the Maximum Rates. The Maximum Rates shall be the maximum amount Contractor may charge Customers as full, entire and complete compensation due to Contractor pursuant to this Agreement for performance of all Solid Waste Handling Services required by this Agreement. The Maximum Rate Schedules as of the Services Initiation Date are provided in Exhibit B. Contractor is under no obligation to charge the Maximum Rates. Contractor shall impose no other charges for any services provided to Customers, unless approved in writing by City, except for those charges provided in Exhibit C: Administrative Charges pursuant to this Article.

12.1.1 Multifamily Recycling Maximum Rates.

The Multifamily Recycling Maximum Rates effective July 1, 2024 are shown in Schedule 2 of Exhibit B. To protect public health and safety, the Multifamily Recycling Maximum Rates shall increase by 20 percent (exclusive of any increase pursuant to section 12.3 of this Agreement) on July 1 annually over the following three years. By July 1, 2027, the Maximum Rates for Multifamily Recycling shall be equivalent to the Maximum Rates for Commercial Recycling.

These annual increases in Maximum Rates do not obligate Contractor to increase Customer Rates. Any increases to Multifamily Recycling Customer Rates up to the applicable Multifamily Recycling Maximum Rates are at Contractor's sole discretion.

Section 12.2 Residential and Commercial AB 939 Fees

In addition to the amount billed by the Contractor for services rendered hereunder, each quarterly billing shall include the surcharge in the amount of 8% of gross receipts for all residential container service and 6% of gross receipts for all commercial bin services per month. This fee shall be collected by the Contractor and paid to the City quarterly in addition to the fees paid pursuant to Section 12.8.2. The fees shall be deposited by the City into the City's Solid Waste Fund.

Section 12.3 Escalation.

All maximum rates shall be subject to escalation beginning on July 1, 2023. The rate shall be escalated only if the Contractor is in full and complete compliance with the obligations of this Agreement.

Such escalation shall be calculated by computing the percentage change in the CPI index for the twelve month annual average period ending June 30 of each year, and multiplying the applicable amount to be escalated by 100% (one hundred) of that percentage change in the CPI. The maximum annual CPI request shall not exceed 4% with a base of 0.0%.

The Consumer Price Index (CPI) used shall be the Consumer Price Index-All Urban Consumers (CPI-U) for the Los Angeles-Long Beach-Anaheim, CA, not seasonally adjusted, all items index, annual average, as published by the United States Department of Labor, Bureau of Labor Statistics.

The calculation to determine the CPI multiplier is as follows: (Example only)

a. Current year CPI, Annual Average	224.6
b. Previous Year CPI, Annual Average	221.4
c. Change in Index (Line 1 minus Line 2)	3.2
d. % Increase	$(3.2/221.4) \times 100 = 1.44\%$

As defined, an annual average is comparing 1(one) 12 month period against another 12 month period.

The Contractor shall deliver to the City notification of the rate escalation, with supporting data and calculations, by April 1 prior to the rate increase becoming effective. Failure of the Contractor to escalate its rates pursuant this subsection in any one year shall result in the Contractor waiving its right to escalate the rates for that year.

Section 12.4 Adjustment of Rates.

In addition to the annual escalation provided in Section 12.3, commencing on July 1, 2024, the Contractor may apply for an increase in the maximum rates, if the Contractor can demonstrate that the Contractor's operational costs have substantially increased or there has been a material change in the law. For the purpose of this section, operational costs shall be defined as: Motor vehicle fuel, Insurance, Contractor's personnel costs (salaries and benefits), equipment repair costs, processing fees, tipping fees, and equipment purchases. When applying for an increase, the Contractor shall submit to the City, by April 1 of each year, information in support of the adjustment. Additional factors to be taken into consideration in connection with the adjustment request will include, but are not limited to:

- a. Overall customer satisfaction
- b. Satisfactory compliance with all provisions of this Agreement
- c. Contractor has complied with solid waste diversion requirements in all sectors as defined and mandated by the state of California and implemented by the City of Carpinteria.

Contractor shall submit any and all data requested in the format prescribed by the City Manager. The City Manager shall review the information submitted by Contractor and, in the City Manager's

reasonable judgment, make the final determination on the appropriate amount of the adjustment, if any. A requested adjustment may not be denied in the case of changed or additional services requested by the City, additional reporting required by the City, the City's designation of a disposal site or processing facility, any change in the Municipal Code affecting the Contractor's operations, or changes in state or local government solid waste fees and charges. Any such rate adjustment approved by the City Manager shall become effective on July 1.

Any change in in facility tipping fee or processing fee shall result in an automatic rate adjustment in an amount of the change plus applicable governmental fees. The tip fee shall be apportioned to the residential and commercial customers in accordance with the volume and frequency of their service.

Any change in governmental fees shall result in an automatic rate adjustment in the amount of the change in said governmental fee.

Contractor shall give a minimum of 15 (fifteen) days written notice to all customers as approved by the city of any such change in rates to the customers under Section 12.

Section 12.5 Rate Adjustment Dispute.

Any dispute regarding the computation of a rate adjustment shall be decided by City. A rate adjustment computation decision may be appealed by Contractor in accordance with the procedures provided in Article 19. The Maximum Rates in effect at the time a rate adjustment dispute is submitted to City shall remain in effect pending resolution of that dispute. The date a Maximum Rate is determined to be effective through the dispute resolution procedures provided in Article 19, shall be the next immediate Billing cycle of Contractor after the date of dispute resolution.

Section 12.6 Competitive Rate Guarantee.

Contractor guarantees that upon the Services Initiation Date of this Agreement that the Customer Rates and/or the Maximum Rates shall not be greater than the Comparable Rates charged for Similar Service to Residential and Commercial Customers in the Local area.

In the event that, as of the Services Initiation Date, the Customer Rates set by Contractor and/or the Maximum Rates provided in Exhibit B are greater than any of the Comparable Rates for Similar Service, City shall notify Contractor of its obligations under this Section. Such notification shall specify the Customer Rates and/or the Maximum Rates that are greater and are subject to adjustment under this Section. Within sixty (60) Days of receipt of such notice, Contractor shall ensure that any Customer Rates are not greater than the Comparable Rates for Similar Service Area.

Section 12.7 Franchisee Quarterly Fees.

Contractor shall pay to City the Franchisee Quarterly Fees as set forth in this Section.

12.7.1 Calculation of Franchisee Quarterly Fees.

The Franchisee Quarterly Fees shall be comprised of the Franchise Fee for the Residential and Commercial sectors. Contractor shall calculate the Franchisee Quarterly Fees as follows:

- a. Calculate the Total Billings for the preceding quarter broken out into Residential Container Service and Commercial Bin Service; and
- b. Multiply the Residential Gross Receipts by 0.08 (Franchise Fee); and
- c. Multiply the Commercial Gross Receipts by 0.08 (Franchise Fee);

12.7.2 Payment of Franchisee Quarterly Fees.

Contractor shall pay the Franchisee Quarterly Fees for the prior quarter to City on or before the thirtieth (30th) Day of the following month. Should any such due date fall on a weekend or Holiday in which City Hall is closed, payment shall be due on the first business Day thereafter. Franchisee Quarterly Fees shall be submitted to City with the calculation form provided in Exhibit F, which includes a statement certified by an officer of Contractor attesting to the accuracy of the amounts paid.

Section 12.8 Customer Billing.

12.8.1 Contractor to Bill.

Contractor shall prepare and mail Bills for services provided by Contractor and shall receive Customer payments according to this Section.

12.8.2 Frequency.

Contractor shall Bill Residential Customers for Cart services bi-monthly in advance of services provided. Contractor shall Bill Residential Customers for Bin services and Commercial Customers for all services monthly in arrears of services provided. Contractor shall submit Bills to Customers no sooner than the first day of the Billing period.

12.8.3 Automated Billing and Payment.

Contractor shall make available to all Customers a web site-based electronic Billing and payment system. This system should allow Customers to view and pay Bills through Contractor's web site. Contractor shall ensure that Customers may choose to cease receiving paper Bills and receive all Bills through email and/or Contractor's web site. Contractor shall ensure that the web site-based electronic Billing and payment system conforms to industry-standard practice for electronic commerce security.

12.8.4 Bill Format.

Contractor shall Bill Customers using a Bill format approved by City, if Customer does not choose to cease receiving paper Bills. Bills shall be payable solely to Contractor and no other Person, including any Affiliate. Contractor shall provide City a sample Bill upon request from City. Contractor shall include inserts, announcements or other written materials with Bills according to Section 10.8.

12.8.5 Refunds.

Contractor shall refund to Customers any overcharges, including advance payments for services that Customer subsequently canceled, within thirty (30) Days of Contractor's receipt of Customer payment or Contractor's discovery of the overcharge. Contractor shall pay interest at ten percent (10%) per annum from the date originally overcharged until the date refunded, or lesser amount acceptable to City.

12.8.6 Returned Check.

Contractor may charge a Customer a return check charge as set forth in Exhibit C for any payment made in the form of a check and the check could not be processed for any reason, including, but not limited to insufficient funds available, by the Customer's financial institution and, therefore, is returned to Contractor unpaid.

12.8.7 Termination of Service; Restart Service.

Contractor may send a notice of termination of service for non-payment upon sixty (60) Days of non-payment of the Bill. Contractor may terminate Collection service no sooner than five (5) Days after sending the sixty (60) Day termination notice and may discontinue service until payment in full has been received. Contractor shall provide City a list of delinquent accounts upon request. After a Customer's service is terminated for non-payment, Contractor may charge the Customer a restart service charge as set forth in Exhibit C to resume services.

ARTICLE 13 RECORDS AND REPORTING

Section 13.1 Record Retention.

In addition to the record retention requirements of Sections 9.2, 13.13 and 17.4, Contractor shall maintain, in electronic form at a minimum, all records relating to the services provided hereunder, including, but not limited to, route maps, customer lists, Billing records, weight tickets, maps, the Act records, and Customer Complaints, for the period during which Collection services are provided pursuant to this Agreement, and an additional period of not less than three (3) years after expiration or termination of this Agreement, or any longer period required by law. In addition, summaries of weight tickets identifying the disposition of Solid Waste Collected in City shall be kept for a period of thirty (30) years.

Section 13.2 Audits.

City shall have the right, upon reasonable advance notice, to inspect, audit and copy all of Contractor's records relating to Contractor's provision of services pursuant to this Agreement, including, but not limited to, route maps, customer lists, billing records, weight tickets, the Act records and Customer Complaints, Contractor's payment of fees to City and records which may be relevant in the event of an action under CERCLA or related Claims. In the absence of extraordinary circumstances, five (5) Business Days' notice shall be considered reasonable. Such records shall be made available to City (or City's designated representative) at Contractor's regular place of business. City shall maintain any confidential or proprietary records of Contractor in confidence and shall not disclose such records except as required by any applicable public records disclosure law. Prior to destruction of records relating to the services provided pursuant to this Agreement, Contractor shall provide copies or originals of such records to City.

Section 13.3 Overpayment or Underpayment.

Should any examination or audit of Contractor's records reveal an overpayment or underpayment by Contractor, the amount of underpayment, plus interest compounded monthly at the maximum lawful rate, shall be paid by Contractor to City within thirty (30) Days. The amount of any overpayment shall be paid by City to Contractor in the ordinary course of business.

Section 13.4 Quarterly Reports.

The following information is the minimum required to be reported quarterly: Tons of solid waste collected by the Contractor for the previous quarter, sorted by type of service (solid waste, recycling, organic waste, roll-off) and type of account, and itemized by percentage in the total tonnage collected, and the facilities where the tonnage was processed or disposed. Quarterly reports shall include the following information:

- a. Number of residential accounts billed by the Contractor, including the number of residential accounts participating in the recycling program.
- b. Number of multi-family residential accounts billed by the Contractor, including the number of multi-family residential accounts participating in the recycling program
- c. Number of commercial accounts billed by the Contractor, including the number of commercial accounts participating in the recycling program
- d. Identify any residential, multi-family or commercial establishment that does not subscribe for service.
- e. Gross revenue received during the quarter, franchise fees, and AB 939 fees.
- f. Provide diversion data for Contractors accounts. This may include recycling, source reduction and reuse of materials. Third Party data shall be used in calculating diversion rates.
- g. Materials recovered. Statement showing kinds of recyclable materials collected and the quantity sold by sector (in tons).
- h. Number of missed collections reported to Contractor
- i. Narrative summary of problems encountered (including scavenging) and actions taken with recommendations to the City, as appropriate.
- j. Copies of promotional and public education materials sent during the preceding quarter.
- k. Copies of hazardous waste diversion records showing types and quantities, if any, of hazardous waste that was inadvertently collected, but diverted from landfilling.
- l. Complaint log/summary for the quarter, on a computer disc, identifying the nature of complaints and their resolution.
- m. List of any instances of leaking vehicles/equipment to be identified.
- n. Other information or reports that the City may reasonably request.

Section 13.5 Additional Reporting.

Upon request, Contractor shall provide additional information to the City not less than two (2) weeks following an inquiry from the Director or their Designee. Additional information requested includes, but is not limited to:

- a. A list of all accounts billed by the Contractor, including service address, billing address, and service levels, i.e., number of carts/bins in service by type of service (solid waste, recycling, green waste), size (32, 65, or 95-gallon, bin size) and additional cart charges; and for bins and roll-off service -- number and size of containers, type and frequency of service.
- b. Disposal records and all other requested information required under Section 13.4.

- c. A complete inventory of equipment used to provide all services (such as vehicles, containers by size, and the waste stream from each type of container).
- d. General information about the Contractor, including a list of officers and directors, the most recent annual report and other periodic public financial reports of the Contractor, its subsidiaries and affiliated companies, that may perform services under this Agreement.
- e. An explanation of any changes in integrated waste management, including projections and proposed implementation dates and costs, recommended by Contractor or this Agreement, based on developments in the law or technology. Contractor's recommendations with respect to compliance with the Act shall state the specific requirement of the Act that the implementation of the recommendation is intended to satisfy

Section 13.6 Financial Statement.

Contractor shall prepare a financial statement with respect to the Solid Waste Handling Services provided under this Agreement for each Fiscal Year within one hundred (100) Days of the close of the Fiscal Year. Contractor shall attach to the financial statement the following:

- a. The accountant's representation that Contractor's financial statement was audited in accordance with generally accepted auditing principles;
- b. That the financial statement was prepared in accordance with generally accepted accounting principles, which were consistently applied;
- c. The financial statement fairly presents the financial position, the results of operations, the cash flow of Contractor, and contract profitability;
- d. The Contractor's Chief Financial Officer's statement that no events subsequent to the preparation of the last financial statement submitted under this Agreement have materially changed Contractor's financial status or condition or describing any material changes in Contractor's financial status or conditions since the preparation of the last financial statement.

Section 13.7 Reporting Adverse Information.

Contractor shall provide City two (2) copies (one to the City Manager, one to the City Attorney) of all Claims, reports, pleadings, applications, notifications, notices of violation, communications or other material relating specifically to Contractor's performance of services pursuant to this Agreement, submitted by Contractor to, or received by Contractor from, the United States or California Environmental Protection Agency, CalRecycle, any local enforcement agency, the Securities and Exchange Commission or any other federal, state or local agency, including any federal or state court. Copies shall be submitted to City simultaneously with Contractor's filing or submission of such matters with said agencies. Contractor's routine correspondence to said agencies need not be routinely submitted to City, but shall be made available to City promptly upon City's written request.

Section 13.8 Failure to Report.

The refusal or failure of Contractor to file any required reports, or to provide required information to City, or the inclusion of any materially false or misleading statement or representation by Contractor in such report shall be deemed a material breach of this Agreement and shall subject Contractor to all remedies which are available to City under this Agreement or otherwise, provided that City must follow the procedures for dispute resolution found in Article 19 before declaring any such material breach.

Section 13.10 Costs.

All reports and records required under this Agreement shall be furnished at the sole expense of Contractor.

Section 13.11 Certification.

Contractor shall provide a certification statement, under penalty of perjury, by the responsible corporate official, that each report submitted pursuant to this Article is true and correct.

Section 13.12 Submission of Reports.

Reports shall be submitted to:

City Manager [or designated representative]
City of Carpinteria
5775 Carpinteria Avenue
Carpinteria, CA 93013

Contractor agrees that cooperation between Contractor and City is critical to the success of this program. City reserves the right to request from Contractor additional information reasonably and directly pertaining to this Agreement on an "as-needed" basis.

Section 13.13 CERCLA Defense Records.

City and Contractor agree that the ability to defend against CERCLA and related litigation is of great importance. For this reason, City and Contractor regard the ability to prove where Solid Waste Collected in City was taken for disposal, as well as where it was not taken, to be relevant. Contractor shall maintain data retention and preservation systems which, in the event of litigation, can establish where Solid Waste Collected in the City was Disposed (and therefore establish where it was not Disposed) and will provide a copy of the reports required by Sections 9.1, "Hazardous Waste Inspection and Notification," 9.2, "Hazardous Waste Diversion Records," 13.4, 13.4, "Quarterly Reports," to the City Clerk. In addition, Contractor agrees to maintain electronic copies of the foregoing reports for thirty (30) years after the end of the period during which Collection services are to be provided pursuant to this Agreement. Contractor agrees to notify City's Risk Manager and City Attorney before destroying Contractor's copies of such records and Contractor shall provide copies or originals of such records to City. This provision shall survive the expiration of the period during which Collection services are to be provided under this Agreement.

Section 13.14 PERIODIC REVIEW

The City will periodically review the Contractor's performance based on subscriber complaints, timely payment of sums due, statistical reporting, program progress, etc. This review will be conveyed to the City Council, and the Contractor may review the report and submit its own statement.

Section 13.15 DETAILED PERFORMANCE REVIEW

The City, at its sole discretion, may require a Performance Review subject to the terms and conditions of this Section 13.15. A qualified firm chosen by the City and under contract to City

shall perform the Performance Review. The City, in its sole discretion, shall select the qualified firm to conduct the Performance Review.

- a. The costs of the Performance Review shall be borne by the Contractor, except that (i) Contractor shall not be obligated to pay more than \$30,000.00 for any one Performance Review, and (ii) the total amount that Contractor shall be obligated to pay for Performance Reviews during the Term of this Agreement shall not exceed \$50,000.00. Notwithstanding the preceding sentence, if the Performance Review finds a material breach or default in Contractor's performance, Contractor shall in a timely manner reimburse City the total cost of the Performance Review within ten (10) days of written demand from City and the amount shall not count against the maximum reimbursement due to City for the term of this Agreement.
- b. The Performance Review shall address all appropriate areas, including, but not limited to, the following areas, and shall provide specific recommendations, as appropriate, for improvement in each area:
 - i. Compliance with the terms of this Agreement and Applicable Law.
 - ii. Overall organizational structure and management systems and procedures.
 - iii. Efficiency of collection operations, including an analysis of routes, schedules and the impact to Agreement requirements.
 - iv. Staffing practices, including the deployment of management and supervisory personnel.
 - v. Financial management practices, including Contractor's billing and collection system and its policies with regard to uncollected accounts.
 - vi. Personnel management practices, including compensation policies and the resolution of employee grievances.
 - vii. Employee job and safety training, and management of Hazardous Waste.
 - viii. Procedures for receiving and resolving subscriber complaints and concerns.
 - ix. Procedures for the acquisition, maintenance, safety check, and replacement of equipment.
 - x. Utilization and management of facilities, equipment and personnel.
- c. The Contractor shall cooperate fully with the Performance Review, and provide within thirty (30) days of request, all operational, financial and other information deemed reasonable or convenient by City or the firm for purposes of conducting the Performance Review. The Contractor's failure to cooperate or provide all requested information shall be considered an event of Default.
- d. In conjunction with any Performance Review, City reserves the right to require changes to Contractor's operations, which City determines to be necessary or appropriate by reason of the findings or results of the Performance Review to carry out the intent of the terms and conditions of this Agreement.

ARTICLE 14 CALRECYCLE REPORTING REQUIREMENTS

Contractor shall cooperate with City in Solid Waste Disposal characterization studies and waste stream audits and shall implement measures adequate to achieve City's source reduction, Recycling and waste stream Diversion goals for the Solid Waste stream covered by this Agreement. During the period in which Collection services are provided pursuant to this Agreement, Contractor at Contractor's sole expense, shall submit to City information and reports necessary for City to meet its reporting obligations imposed by the State, and the regulations implementing the AB 939 and SB 1383, for the waste stream covered by this Agreement. Contractor agrees to submit such reports and information on computer discs, or by modem, in format compatible with City's computers, at no additional charge, if requested by City.

ARTICLE 15 COMPLIANCE WITH LAWS AND REGULATIONS

Contractor and City shall comply with all Applicable Laws, specifically including, but not limited to, RCRA, CERCLA, the Act and all applicable ordinances, resolutions, rules and other regulations of City, County and State.

ARTICLE 16 INDEMNIFICATION

Section 16.1 Indemnification of City.

Contractor shall protect, defend (with counsel reasonably approved by City), indemnify and hold harmless the Indemnitees from and against any and all Claims arising out of or resulting in any way from Contractor's performance of its obligations, including the provision of services, under this Agreement, unless such Claim is due to the sole or active negligence or willful acts of the Indemnitees.

Contractor shall protect City and appear in and defend the Indemnitees in any Claims and actions by third parties, whether judicial, administrative or otherwise, arising out of or resulting in any way from City's grant of this Agreement and Contractor's performance of this Agreement, including, but not limited to disputes and litigation over the definitions of "Solid Waste" or "Recyclables" or the limits of City's authority with respect to the grant of licenses or agreements, exclusive or otherwise, asserting rights under the Commerce Clause (including the Dormant Commerce Clause and federal or state legislation governing the process for the award of Solid Waste contracts) to provide Solid Waste Handling Services, or the necessity or propriety of notice and hearing procedures required to effect any increase in Customer Rates for Contractor's services hereunder (to the extent arising from the acts or omissions of Contractor in connection with any notice and hearing process). This provision shall survive the expiration of the period during which Collection services are to be provided under this Agreement, for Claims arising prior to the expiration of the period during which Collection services are to be provided pursuant to this Agreement.

Section 16.2 Hazardous Substances Indemnification.

Subject to the limitation provided below, Contractor agrees to indemnify, defend (with counsel reasonably approved by City), protect and hold harmless the Indemnitees from and against any and all Claims of any kind whatsoever paid, suffered or incurred by or against the Indemnitees resulting from any repair, cleanup, removal action or response action undertaken pursuant to CERCLA, the H&S Code or other similar federal, state or local law or regulation, required as a result of Solid Waste Collected, transported and Disposed of by Contractor. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA and Section 25364 of the H&S Code to defend, protect, hold harmless and indemnify the Indemnitees from all forms of liability under CERCLA, the H&S Code or other similar federal, state or local law or regulation.

Notwithstanding any provision herein to the contrary, the foregoing indemnity is expressly conditioned upon the implementation by City of an effective program for minimization and proper Recycling, treatment and Disposal of Hazardous Waste generated or accumulated by Residential Premises in compliance with the Act, specifically Sections 41500 and 41802(b)(2) of the Public Resources Code. City's implementation of a program for minimization and proper Recycling, treatment and Disposal of Hazardous Waste generated or accumulated by Residential Premises shall be presumed to be in compliance with the Act, specifically Sections 41500 and 41802(b)(2) of the Public Resources Code, unless Contractor or an agency with jurisdiction has notified City

that its program is not in compliance, and a final determination has been made that City's program is not in compliance with the Act, specifically Sections 41500 and 41802(b)(2) of the Public Resources Code.

With respect to Hazardous Waste Collected by Contractor pursuant to this Agreement which has been Disposed of at places owned or operated by Contractor, or by an entity under the same ownership and control of Contractor, Contractor shall deliver a Hazardous Substances Indemnification in a form satisfactory to and approved by City.

With respect to Hazardous Waste collected by Contractor pursuant to this Agreement which has been disposed of at places not owned or operated by Contractor or by an entity under the same ownership and control of Contractor, Contractor shall cause the owner or operator of the alternate facility to deliver a Hazardous Substances Indemnification in a form satisfactory to and approved by City. If such indemnification is unavailable, then Contractor shall perform due diligence environmental site assessments of the facility in accordance with current standard practices as accepted by the American Society for Testing and Materials. Contractor shall provide copies of any Environmental Site Assessments to City and shall maintain such for no less than thirty (30) years after termination or expiration of this Agreement.

Section 16.3 Proposition 218.

City intends to comply with all applicable laws concerning the Maximum Rates provided under this Agreement. Upon thorough analysis, the Parties have determined and agree that the Maximum Rates and the Customer Rates for the Solid Waste Handling Services provided under this Agreement are not subject to California Constitution Articles XIIIC and XIIID because, among other reasons, such services are provided by a private corporation and not by City pursuant to Article 5, Contractor independently establishes, charges and collects the Customer Rates for said services within the limits established in this Agreement pursuant to Article 12, the receipt of said services is voluntary and not required of any property within City and any Owner or Occupant of property within City has the opportunity to avoid the services provided under this Agreement either through self-hauling or use of property in such a manner that Solid Waste is not generated pursuant to Article 2 and consistent with Chapter 8 of the Carpinteria Municipal Code concerning disposal of solid waste. Nevertheless, this is a legal determination which is subject to changes in the law and further interpretations of the law.

Accordingly, Contractor shall defend, indemnify and hold harmless the Indemnitees from and against any and all Claims of any kind whatsoever paid, imposed upon, endured or suffered by or assessed against the Indemnitees resulting in any form from the Maximum Rates provided for the Solid Waste Handling Services under this Agreement or in connection with the application of California Constitution Article XIIIC and Article XIIID to the imposition, payment or collection of the Customer Rates under this Agreement to the extent not prohibited by California Public Resources Code section 400059.2.

Notwithstanding the foregoing, this indemnity shall not extend to any portion of the Maximum Rates or the Customer Rates under this Agreement that is not associated with Contractor's costs in providing service, such as governmental fees, Franchisee Quarterly Fees or charges. Nothing herein is intended to imply that California Constitution Articles XIIIC and XIIID apply to the provision of Maximum Rates for the Solid Waste Handling Services provided under this Agreement or the Customer Rates, rather this section is provided merely to allocate risk of loss as between the Parties. This section shall survive the expiration or termination of this Agreement for claims arising prior to the expiration or termination of this Agreement.

Section 16.4 Indemnification.

Contractor's duty to defend and indemnify herein includes payment of all fines and/or penalties imposed by CalRecycle, subject to the requirements set forth in Public Resources Code Section 40059.1, if the requirements of AB 939, AB 341, AB 1826, and/or SB 1383 and similar reenactments or corresponding regulations are not met by the City or Contractor, and such failure is: (i) due to the failure of Contractor to meet its obligations under this Agreement, or, (ii) due to Contractor delays in providing information that prevents Contractor or City from submitting reports required by AB 939, AB 341, AB 1826, and/or SB 1383 and similar reenactments or corresponding regulations in a timely manner. In the event CalRecycle provides an administrative process to challenge the imposition of a compliance order or a fine or fines, the Contractor shall be responsible for engaging consultants and/or attorneys to represent the City in any challenge. The Contractor shall also be responsible for the retention of and payment to any consultants engaged to perform waste generation studies (diversion and disposal). All consultants and/or attorneys engaged hereunder are subject to the mutual agreement of the City and Contractor. The provisions of this Section shall survive the termination or expiration of this Agreement.

The Contractor's indemnification of the City is subject to all of the following restrictions:

- a. The Contractor's obligation to indemnify the City shall not be enforceable if the CalRecycle-imposed penalty is based solely upon the failure of the City to establish and maintain a source reduction and recycling element pursuant to Sections 41000 et seq. of the Public Resources Code.
- b. No payment required under the Contractor's obligation to indemnify the City may exceed that portion of any penalty assessed by the CalRecycle against the City that was attributable to the Contractor's breach of or noncompliance with an express obligation or requirement. Further, the Contractor shall not be liable under the indemnity obligation to the extent that the Contractor's breach or noncompliance resulted from the City's action or failure to act, determined as a result of judicial review, hearing or appeal to the CalRecycle.

ARTICLE 17 INSURANCE AND BONDS

Section 17.1 General Insurance Requirements.

Contractor shall secure and maintain insurance coverage meeting the requirements set forth in this Article. Contractor may use a combination of primary and excess or Umbrella insurance coverage to satisfy these requirements. If Contractor fails to fully satisfy the coverage requirements set forth herein, Contractor agrees that it shall be liable for any loss, injury, damage, attorney's fees or defense costs, or expenses, that City incurs that would have been insurable under the required coverage, if such coverage was obtained. Contractor further agrees that any failure of City to verify the placement and continued existence of all insurance required under this Article, or City's knowledge that such requirements are not fully satisfied, shall not be considered a waiver of such requirements, or in any way alter Contractor's obligations to provide such coverage, unless the coverage requirements have been amended in writing properly executed by both City and Contractor.

Contractor further agrees that the General Liability Insurance and Automobile Liability Insurance required within this Article shall each include provisions, either by blanket endorsement(s), or by specific endorsement(s), satisfying the requirements of Carpinteria Municipal Code § 8.08.230 and the following:

- a. "The City of Carpinteria, and its agents, officers, and employees" shall be an additional insured under an ISO CG 2010 11/85 form, or a functional equivalent; and
- b. All such insurance shall include a waiver of any subrogation rights of that insurer against "The City of Carpinteria, and its agents, officers and employees"; and
- c. All such insurance shall contain provisions that the insurance is primary and non-contributing with any other insurance or self-insurance programs maintained by the City of Carpinteria, and its agents, officers, and/or employees.

Contractor further agrees that the General Liability Insurance and Automobile Liability Insurance required within this Article shall each include provisions that make Contractor responsible for the payment of any deductible or self-insured retention such that City and its agents, officers and employees shall be entitled to a dollar-one defense and indemnity as additional insured.

In addition, to the extent that any primary or excess liability policy issued to Contractor with limits of liability in excess of the minimum limits stated in this Article provides coverage to an additional insured to the extent required by contract, this Agreement shall be construed to obligate Contractor to obtain additional insured protection for City under that/those policy(ies).

The insurance policies required by this Article shall be issued by an insurance Contractor or companies admitted to do business in the State of California, subject to the jurisdiction of the California Insurance Commissioner and with a rating in the most recent edition of Best's Insurance Reports of size category XV or larger and a rating classification of A+ or better.

Section 17.2 General Liability and Automobile Liability Insurance.

Contractor shall obtain and maintain in full force and effect throughout the entire term of this Agreement a Broad Form Comprehensive General Liability (occurrence) policy with a minimum limit of five million dollars (\$5,000,000.00) aggregate and two and a half million dollars (\$2,500,000.00) per occurrence and a Commercial Automobile Liability Insurance policy with a minimum limit of two and a half million dollars (\$2,500,000.00). Said insurance shall protect Contractor and City from any claims for damages for bodily injury, including accidental death, as well as from any claim for property damage, which may arise from operations, performed pursuant to this Agreement.

Section 17.3 Workers' Compensation and Employers' Liability Insurance.

Contractor shall obtain and maintain in full force and effect throughout the entire term of this Agreement full workers' compensation insurance and Employers' Liability Insurance with a minimum limit of one million dollars (\$1,000,000.00) in accord with the provisions and requirements of the Labor Code of the State of California. Copies of policies and endorsements that implement the required coverage shall be filed and maintained with the City Clerk throughout the term of this Agreement. The policy providing coverage shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice (ten (10) days in the event of termination for non-payment) by certified mail, return receipt requested, has been given to City. The policy shall also be amended to waive all rights of subrogation against the City, its elected or appointed officials, employees, or agents for losses that arise from work performed by the named insured for the City

Section 17.4 Evidence of Insurance Coverage; Insurance Repository.

Simultaneously with the execution of this Agreement, Contractor shall file certificates and/or endorsements of insurance evidencing the above-required insurance coverage with the City Clerk. From time to time thereafter, Contractor shall provide substitute certificates or endorsements at least thirty (30) Days prior to any changes in coverage or limits, or a change in the carrier. In addition, City shall have the right of inspection of all insurance policies required by this Agreement. Contractor also agrees to establish an insurance policy repository and to maintain copies of insurance policies required pursuant to this Agreement for ten (10) years after the end of the Term during which Collection services are to be provided pursuant to this Agreement. Contractor shall notify City's Risk Manager and City Attorney before destroying copies of such policies, and Contractor shall provide copies or originals of such policies to City. This provision shall survive the expiration of the period during which Collection services are to be provided under this Agreement.

Section 17.5 Self-Insurance.

To the extent provided by law, all or any part of any required insurance may be provided under a plan of self-insurance approved by the State of California.

Section 17.6 Faithful Performance Bonds.

- a. Within 15 days after the Service Initiation Date, the Contractor must provide to the City a faithful performance bond ("Performance Bond") in the amount of Two Hundred Thousand Fifty Dollars (\$250,000) for the protection of the City. The Performance Bond must be on terms acceptable to the City Manager and the City. The Performance Bond shall serve as security for the faithful performance by Contractor of all of its obligations under this Agreement.
- b. Upon Contractor's failure to faithfully perform its obligations under this Agreement, the Bonds may be assessed by City, for purposes including, but not limited to:
 - i. Reimbursement of costs borne by the City to correct violations of the Agreement not corrected by Contractor, after City provides notice in accordance with Article 19.
 - ii. To provide monetary remedies or to satisfy damages assessed against Contractor due to a material breach of this Agreement; or
 - iii. To satisfy an order of the City Council, or a federal or state agency.
- c. Contractor shall deposit a sum of money or a replacement instrument sufficient to restore the Bonds to the original amount within thirty (30) Days after notice from the City that any amount has been withdrawn from the Bonds. Contractor shall be relieved of the foregoing requirement to replenish the Bonds during the pendency of an appeal from City's decision to draw on the Bonds.
- d. In the event City draws on the Bonds, all of City's costs of Collection and enforcement of the provisions relating to the Bonds called for by this Article, including reasonable attorneys' fees and costs, shall be paid by Contractor.
- e. Any decision or order of City under this Article may be appealed by Contractor through the dispute resolution procedures provided by Article 19.

Section 17.7. Transportation pollution liability insurance.

Coverage shall be in an amount not less than \$5,000,000 combined single limit per accident and shall include Pollution Liability (CA9948) and MCS-90 Endorsements. The policy shall

provide coverage for transportation of pollutants/contaminants to and from the job site and the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

ARTICLE 18 EMERGENCY SERVICE

Should Contractor, for any reason whatsoever, except the occurrence or existence of any of the events or conditions set forth in Section 23.2, "Force Majeure," below, refuse or be unable for a period of more than forty-eight (48) hours, to Collect a material portion or all of the Solid Waste which it is obligated under this Agreement to Collect, and as a result, Solid Waste should accumulate in City to such an extent, in such a manner, or for such a time that the City Manager, in the reasonable exercise of the City Manager's discretion, should find that such accumulation endangers or menaces the public health, safety or welfare, then City shall have the right to contract with another Solid Waste enterprise to collect and transport any or all Solid Waste which Contractor is obligated to collect and transport pursuant to this Agreement. City shall provide twenty-four (24) hours prior written notice to Contractor during the period of such emergency, before contracting with another solid waste enterprise to collect and transport any or all Solid Waste which Contractor would otherwise collect and transport pursuant to this Agreement, for the duration of period during which Contractor is unable to provide such services. In such event Contractor shall identify sources from which such substitute solid waste services are immediately available, and shall reimburse City for all of its expenses for such substitute services during period in which Contractor is unable to provide collection and transportation services required by this Agreement.

Contractor shall assist City in the event of local emergency, such as an earthquake, storm, flood, fire, riot or civil disturbance, by providing Collection vehicles and drivers normally assigned to the City at no charge to City.

ARTICLE 19 ADMINISTRATIVE REMEDIES; TERMINATION

Section 19.1 Notice; Response; Resolution; Appeal.

19.1.1 Notice of Deficiencies; Response

If the Director determines that Contractor's performance pursuant to this Agreement may not be in conformity with the provisions of this Agreement, the Act (including, but not limited to, requirements for Diversion, source reduction and Recycling as to the waste stream subject to this Agreement) or any other applicable federal, state or local law or regulation, including but not limited to, the laws governing transfer, storage or Disposal of Solid Waste and Hazardous Waste, the Director may advise Contractor in writing of such suspected deficiencies, specifying the deficiency in reasonable detail. The Director, in any written Notification of Deficiencies, shall set a reasonable time within which Contractor is to respond. Unless the circumstances necessitate correction and response within a shorter period of time, Contractor shall respond to the written Notification of Deficiencies within thirty (30) Days from the receipt by Contractor of such written notice. Contractor may request additional time to correct deficiencies. City shall approve reasonable requests for additional time.

19.1.2 Review by Director.

The Director shall review any written response from Contractor and decide the matter. If the Director's decision is adverse to Contractor, the Director may order remedial actions to cure

any deficiencies, assess the Cash Bond or invoke any other remedy in accordance with this Agreement and, in the event the Director determines that there has been a material breach and that termination is the appropriate remedy, terminate the Agreement. The Director shall promptly inform Contractor of the Director's decision. In the event the decision is adverse to Contractor, the Director shall inform Contractor, in writing, of the specific facts found and evidence relied on, and the legal basis in provisions of the Agreement or other laws for the Director's decision and any remedial action taken or ordered. An adverse decision by the Director shall be final and binding on Contractor unless Contractor files a "Notice of Appeal" with the City Clerk (with copies to the City Manager and City Attorney) within thirty (30) Days of receipt of the notification of the adverse decision by the Director.

19.1.3 Notice of Appeal.

In any "Notice of Appeal" Contractor shall state its factual contentions and include any relevant affidavits, documents, photographs and videotapes which Contractor may choose to submit. In addition, Contractor shall include all of its legal contentions, citing provisions of the Agreement or other laws to support its contentions. Contractor shall bear the costs of preparing any submittal to the City.

19.1.4 Review by City Manager.

Within thirty (30) Days of receipt by the City Clerk of a Notice of Appeal, the City Manager shall decide the matter. If the City Manager's decision is adverse to Contractor, the City Manager may order remedial actions to cure any deficiencies, assess the Cash Bond or invoke any other remedy in accordance with this Agreement; and, in the event the City Manager determines that there has been a material breach and that termination is the appropriate remedy, terminate the Agreement. In addition to the foregoing actions, the City Manager may refer the matter to the City Council for proceedings in accordance with Sections 19.2 and 19.3, below. The City Manager shall promptly inform Contractor of the City Manager's decision. In the event the City Manager's decision is adverse to Contractor, the City Manager shall inform Contractor, in writing, of the specific facts found and evidence relied on, and the legal basis in provisions of the Agreement or other laws for the City Manager's decision and any remedial action taken or ordered.

19.1.5 Appeal.

An adverse decision by the City Manager shall be final and conclusive unless Contractor files a "Notice of Appeal to the City Council" with the City Clerk (and serves a copy, by mail, on the City Manager and the City Attorney) within ten (10) Days of receipt of the decision of the City Manager. A "Notice of Appeal to the City Council" shall state the factual basis and all legal contentions and shall include all relevant evidence, including affidavits, documents, photographs and videotapes, which Contractor may choose to submit.

Section 19.2 City Council Hearing.

If a matter is referred by the City Manager to the City Council, or an adverse decision of the City Manager is appealed to the City Council by Contractor, the City Council will set the matter for an administrative hearing and act on the matter. If the City Council elects to hear the matter, the City Clerk shall give Contractor fourteen (14) Days written notice of the time and place of the administrative hearing. At the hearing, the City Council shall consider the administrative record, consisting of the following:

- a. A Staff Report by the City Manager, summarizing the proceedings to date and outlining the City Council's options.
- b. The Director's written Notification of Deficiencies;
- c. Contractor's response to the Notification of Deficiencies;
- d. The Director's written notification to Contractor of adverse decision;
- e. Contractor's Notice of Appeal;
- f. The City Manager's written notification to Contractor of adverse decision; and
- g. The Notice of Appeal to the City Council.

Contractor's representatives and other interested persons shall have a reasonable opportunity to be heard.

Section 19.3 City Council Determination.

Based on the administrative record, the City Council shall determine by resolution whether the decision or order of the City Manager should be upheld. If, based upon the administrative record, the City Council determines that the performance of Contractor is in breach of any term of this Agreement or any provision of any applicable federal, state or local statute or regulation, the City Council, in the exercise of its discretion, may order Contractor to take remedial actions to cure the breach or impose any other remedy in accordance with this Agreement. The City Council may not terminate the Agreement unless it determines that Contractor is in material breach of a material term of this Agreement or any material provision of any applicable federal, state or local statute or regulation. Contractor's performance under the Agreement is not excused during the period of time prior to a final determination by City Council. The decision or order of the City Council shall be final and conclusive. Contractor has the right to seek judicial review from an appropriate court solely as indicated in Article 20. With the exception of draws on the Cash Bond, the execution of any of City's remedies under this Article shall be stayed until Contractor has exhausted its appeals under this Article and Article 20.

Section 19.4 Reservation of Rights by City.

19.4.1 Right to Terminate.

Subject to Contractor's rights and exhaustion of its appeals under this Article and Article 20, City further reserves the right to terminate this Agreement in the event of any material breach of this Agreement, including, but not limited to any of the following:

- a. If Contractor practices, or attempts to practice, any fraud or deceit upon City, or practiced any fraud or deceit or made any intentional misrepresentations in the negotiations which preceded the execution of this Agreement upon which City relied;
- b. If Contractor becomes insolvent, unable or unwilling to pay its debts, or upon listing of an order for relief in favor of Contractor in a bankruptcy proceeding;
- c. If Contractor fails to provide or maintain in full force, effect and amount, the workers compensation, liability and indemnification coverage, Cash and Performance Bonds as required by this Agreement;
- d. If Contractor violates any orders or rulings of any regulatory body having jurisdiction over Contractor relative to this Agreement, in any material manner, provided that Contractor may contest any such orders or rulings by appropriate proceedings conducted in good faith, in which case no breach of this Agreement shall be deemed to have occurred until a final decision adverse to Contractor is entered, and (ii) the violation is not corrected or remedied within the time set forth in the written Notification of Deficiencies

- e. If Contractor ceases to provide Solid Waste Handling Services as required under this Agreement over a substantial portion of the Service Area for a period of two (2) Days or more, for any reason within the control of Contractor;
- f. If Contractor fails to make any payments required under this Agreement or refuses to provide City with required information, reports or test results as to a material matter in a timely manner as provided in this Agreement, and the violation is not corrected or remedied within the time set forth in the written Notification of Deficiencies
- g. Any other act or omission by Contractor which materially violates the terms, conditions or requirements of this Agreement and which is not corrected or remedied within the time set forth in the written Notification of Deficiencies or if Contractor cannot reasonably correct or remedy the breach within the time set forth in such notice, if Contractor should fail to commence to correct or remedy such alleged deficiencies within the time set forth in such notice and diligently effect such correction or remedy thereafter.

Section 19.5 Cumulative Rights.

City's rights of termination are in addition to any other rights of City upon a failure of Contractor to perform its obligations under this Agreement.

ARTICLE 20 APPEAL TO JUDICIAL COURT; HEARING PROCEDURES

Either party to this Agreement at any time after exhaustion of administrative remedies, if applicable, and following the appeal procedures set forth in Articles 19, if applicable, may appeal a disputed matter to the appropriate Judicial Court having Jurisdiction pursuant to California Code of Civil Procedure section 1094.5. The venue of any proceeding hereunder shall be as indicated in Section 23.5.

ARTICLE 21 ADDITIONAL REMEDIES

In addition to the remedies set forth above, City shall have the following rights in the event of Contractor's material breach and failure to cure following written notice from the City and as provided in Article 19:

The right to contract with others to perform the services otherwise to be performed by Contractor; and

The right to obtain damages and/or injunctive relief. Both parties recognize and agree that in the event of a breach under the terms of this Agreement by Contractor, City may suffer irreparable injury and incalculable damages sufficient to support injunctive relief to enforce the provisions of this Agreement and to enjoin the breach thereof. These listed additional remedies shall not be exclusive.

ARTICLE 22 TRANSFER OF RIGHTS; CITY CONSENT; FEES

Section 22.1 Transfer.

22.1.1 Transfer Prohibited Without City Approval.

The rights granted by this Agreement shall not be transferred, sold, hypothecated, sublet or assigned (collectively "transferred"), nor shall any of the rights or privileges herein be transferred, either in whole or in part, nor shall title thereto, either legal or equitable, or any right, interest or

property therein, pass to or vest in any person, either by act of Contractor or by operation of law, without the prior written consent of City expressed by a resolution of the City Council, except as otherwise provided in Subsection 22.1.2. The decision to consent to any transfer shall be at the sole discretion of City. Any attempt to do any of the foregoing with respect to any of the rights herein without the consent of City shall be void.

22.1.2 Corporate Transfers.

Any dissolution, merger, consolidation, change in control or other reorganization of Contractor resulting in the transfer of more than fifty percent (50%) of the voting stock in Contractor shall be deemed a transfer of this Agreement, provided that the following transfers shall not be considered in computing whether a cumulative total of more than fifty percent (50%) of the voting stock has been transferred:

- a. Transfers to persons who are related by blood or marriage to the transferring shareholder or to a trust established for the benefit of the transferring shareholder or such or such persons; and
- b. Transfers resulting from the death of the shareholder whether such transfers are made pursuant to the will of the deceased shareholder, an inter-vivos trust instrument or the laws of intestacy.

22.1.3 Transfer of Agreement; Payment of Transfer Fee.

In the event of a transfer of this Agreement, each and all of the provisions, agreements, terms, covenants and conditions herein contained to be performed by Contractor shall be binding upon any transferee.

In the event of a transfer of this Agreement, a transfer fee shall be due and payable to the City in the following amounts: during the first through fifth year of this Franchise a transfer fee of \$350,000; during the sixth through tenth year of this Franchise a transfer fee of \$250,000; during the eleventh through final year of this Franchise a transfer fee of \$100,000. If the City does not receive the transfer fee, then any such transfer of Agreement hereunder shall have no force and effect, and will be considered a material breach of this Franchise.

ARTICLE 23 GENERAL PROVISIONS

Section 23.1 Acceptance and Waiver.

Contractor agrees to be bound by and comply with all the requirements of this Agreement. Contractor waives any right or claim to serve City or any part of City under any prior grant of franchise, contract, license, or permit issued or granted by any governmental entity including any right under Section 49520 of the Public Resources Code. Additionally, by and upon the execution of this Agreement, Contractor agrees to the termination of the Prior City Franchise Agreement with E.J. Harrison as of the Services Initiation Date, agrees to waive any and all rights under the Prior City Franchise Agreement with E.J. Harrison, and agrees to release and hold City harmless from any of City's obligations under that agreement (excepting, however, the right to compensation for services provided at any rates approved by City up to the Services Initiation Date); provided, however, nothing contained in this provision is intended to or shall relieve Contractor from any obligation existing under the Prior City Franchise Agreement with E.J. Harrison pertaining to insurance, indemnification, or other legal obligations to City or Customers (as opposed to obligations to provide service pursuant to the terms thereof), or from any obligation set forth in the Prior City Franchise Agreement with E.J. Harrison which are called out as surviving

the termination thereof, and all such obligations, including specifically those indemnification obligations relating to environmental laws, general liability, and the Act shall survive the termination of the Prior City Franchise Agreement with E.J. Harrison.

Section 23.2 Force Majeure.

Contractor shall not be in default under this Agreement in the event that the Collection, transportation and/or Disposal services of Contractor are temporarily interrupted for any of the following reasons: riots; war or national emergency declared by the President or Congress and affecting City; sabotage; civil disturbance; insurrection; explosion; natural disasters such as floods, earthquakes, landslides and fires; or other catastrophic events which are beyond the reasonable control of Contractor. "Other catastrophic events" does not include the financial inability of Contractor to perform or failure of Contractor to obtain any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public entity where such failure occurs where Contractor has failed to exercise reasonable diligence. In the event a labor disturbance interrupts collection and transportation of Solid Waste, and/or disposal of Solid Waste by Contractor as required under this Agreement, City may elect to exercise its rights under Article 19.

Section 23.3 Computer Hardware and Software.

Contractor will be required to obtain all necessary computer software, hardware, supplies, personnel and training at Contractor's expense to comply with the City's reporting requirements. Contractor will incur all costs of moving computers, including phone lines in the event they need to relocate. Contractor will maintain a computerized data base, with the capacity to maintain an account history of at least eighteen months. Any older account information will be maintained on diskettes, tape, zip drive, or other electronic format for the full term of the contract and a period of three (3) years after termination or expiration of this Agreement, except as otherwise expressly provided for herein. City shall have access to these records during regular business hours.

Section 23.4 Independent Status.

Contractor is an independent entity and not an officer, agent, servant or employee of City. Contractor is solely responsible for the acts and omissions of its officers, agents, employees, Contractors and sub-contractors, if any. Nothing in this Agreement shall be construed as creating a partnership or joint venture between City and Contractor, nor an arrangement for the disposal of hazardous substances. Contractor nor its officers, employees, agents or sub-contractors shall obtain any rights to retirement or other benefits, which accrue to City employees.

Section 23.5 Law to Govern; Venue.

The law of the State of California shall govern this Agreement without regard to any otherwise governing principles of conflicts of laws. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the District of California in which City is located.

Section 23.6 Act Amendments.

This Agreement is part of City's efforts to comply with the provisions of the California Integrated Waste Management Act of 1989, ("Act") as it from time to time may be amended and as implemented by the regulations of CalRecycle its successor agency ("Regulations"), as they from

time to time may be amended, and the City's Source Reduction and Recycling Element, as it may be amended from time to time. In the event that the Act or other state or federal laws or regulations enacted or amended after this Agreement has been executed prevent, preclude, or eliminate the need for compliance with one or more provisions of this Agreement, or significantly increase Contractor's costs, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations. In the case of an amendment to the laws which has the effect of eliminating the need for a service provided for in this Agreement and City informs Contractor that City desires to discontinue the service, City and Contractor shall negotiate a reduction in rates. In the case of an amendment to the laws that increases the cost of Contractor's service, Contractor may seek a rate increase to offset the costs directly attributable to the amended or newly enacted provision of law or regulations.

Section 23.7 Amendments.

All amendments to this Agreement shall be in writing, duly executed by the parties. Purported oral amendments shall be void and of no force or effect.

Section 23.8 Notices.

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered or sent by United States certified mail, postage prepaid, return receipt requested, addressed as follows:

To City: City Manager
 City of Carpinteria
 5775 Carpinteria Avenue
 Carpinteria, CA 93013

Copy to: Public Works Director/Designee
 City of Carpinteria
 5775 Carpinteria Avenue
 Carpinteria, CA 93013

Copy to: Carpinteria City Attorney
 City of Carpinteria
 5775 Carpinteria Avenue
 Carpinteria, CA 93013

To Contractor: Mr. Daniel Harrison, Contract Manager
 E.J. Harrison & Sons, Inc.
 P.O. Box 4009
 Ventura, CA 93007

or to such other address as either party may from time to time designate by notice to the other given in accordance with this Section. Notice shall be deemed effective on the date personally served or, if mailed, upon the date of the return receipt.

Section 23.9 Savings Clause and Entirety.

If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the validity and enforceability of any of the remaining provisions of this Agreement.

Section 23.10 Joint Drafting.

This Agreement was drafted jointly by the parties to this Agreement.

Section 23.11 Attorney's Fees.

In the event that litigation is brought by any Party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing Party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing Party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions herein.

Section 23.12 Entire Agreement.

This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

IN WITNESS WHEREOF, City and Contractor have caused this Agreement to be executed as of the date last written below.

CITY:

City of Carpinteria,
a California municipal corporations

By: _____
Al Clark, Mayor

Date: _____

ATTEST:

Brian Barrett, City Clerk

APPROVED AS TO ADMINISTRATION:

Michael Ramirez, City 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

CONTRACTOR:

E.J. Harrison & Sons, Inc.,
a California corporation

By: _____
Daniel Harrison, Contracts Manager

Date: _____

By: _____

Title: _____

Date: _____

EXHIBIT A DEFINITIONS

A-1 AB 341.

"AB 341" means the Assembly Bill approved by the Governor of the State of California on October 5, 2011, which amended Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of, the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded and replaced from time to time.

A-2 AB 876.

"AB 876" means the Assembly Bill approved by the Governor of the State of California on October 8, 2015, which added Section 418214 to the Public Resources Code, relating to Solid Waste as amended, supplemented, superseded, and replaced from time to time.

A-3 AB 901.

"AB 901" means Assembly Bill approved by the Governor of the State of California on October 10, 2015, which amended Section 41821.5 of, amended, renumbered and added Section 41821.6 of, and added Sections 41821.7 and 41821.8 to, the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time.

A-4 AB 939/The Act.

"AB 939," also referred to as the "Act", means the California Integrated Waste Management Act of 1989, California Public Resources Code Sections 40000, et. seq., as currently in force and as it may hereafter be amended from time to time or superseded, and as implemented by the regulations of the CalRecycle.

A-5 AB 1594

"AB 1594" means the Assembly Bill approved by the Governor of the State of California on September 28, 2014, which amended Sections 40507 and 41781.3 of the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time.

A-6 AB 1826

"AB 1826" means the Assembly Bill approved by the Governor of the State of California on September 28, 2014, which added Chapter 12.9 (commencing with Section 42649.8) to Part 3 of Division 30 of the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time.

A-7 Affiliate.

"Affiliate" means a Person which is related to Contractor by virtue of direct or indirect ownership interest in common management. An Affiliate includes a Person in which Contractor has a direct or indirect ownership interest, a Person which has a direct or indirect ownership interest in Contractor and/or a Person which is also owned, controlled or managed by any Person or individual which has a direct or indirect ownership interest in Contractor.

A-8 Agreement.

“Agreement” means this Agreement, including all exhibits, programs, policies, and protocols as may be amended.

A-9 Applicable Law.

“Applicable Law” means all federal, State, and local laws, regulations, rules, orders, judgments, decrees, permits, approvals or other requirements of any governmental agency having jurisdiction over the Collection, transportation, processing and Disposal of Solid Waste, Recyclables, Organic Waste and other materials Collected pursuant to this Agreement that are in force on the Effective Date and as they may be enacted, issued or amended during the Term.

A-10 Approved Facilities.

“Approved Facility” means any one of or any combination of the: Approved Construction & Demolition (C&D) Processing Facility; Approved Disposal Facility; Approved High Diversion Organic Waste Processing Facility; Approved Organic Waste Processing Facility; Approved Source Separated Recyclable Materials Processing Facility; and, Approved Transfer Facility.

A-11 Backyard Cart Service.

“Backyard Cart Service” means the provision of Collection services to a SFD in the rear or side of the SFD or other Set-Out Site of the Cart instead of Curbside.

A-12 Bill or Billing.

“Bill” or “Billing” means statements of charges for services rendered by Contractor to Customers for the Collection of Solid Waste, Recyclables, Organic Waste and other services provided by Contractor.

A-12 Bin.

“Bin” means a metal or plastic Container with a hinged lid(s) and wheels and capacity of one (1) to fifteen (15) cubic yards, which is emptied by a front-loading Collection vehicle. Includes Bins with compactors attached to increase the capacity of the bin. Bins are also known as dumpsters.

A-13 Blue Container.

“Blue Container” has the same meaning as in 14 CCR Section 18982.2(a)(5) and shall be used for the purpose of storage and Collection of Source Separated Recyclable Materials.

A-14 Brown Container

“Brown Container” has the same meaning as in 14 CCR Section 18982.2(a)(5.5) and shall be used for the purpose of storage and Collection of Source Separated Food Waste.

A-15 Bulky Items.

“Bulky Items” means large Solid Waste or other discarded waste that cannot or would not typically be accommodated within a Cart including, but not limited to, furniture (including chairs, sofas, mattresses, and rugs) and major appliances (washing machines, clothes dryer, hot water heaters,

dehumidifiers, conventional ovens, microwave ovens, stoves, refrigerators, freezers, air-conditioners, trash compactors and residential furnaces).. Bulky Items do not include abandoned automobiles or Construction and Demolition Debris.

A-16 Business Day.

"Business Day" means days (i.e., Monday through Saturday) during which Contractor's office is open to do business with the public. Business Days do not include Holidays or Sundays.

A-17 CalRecycle.

"CalRecycle" means the California Department of Resources, Recycling and Recovery, or any successor agency, formally the California Integrated Waste Management Board which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations.

A-18 Cart.

"Cart" means a plastic Container with a hinged lid and wheels and approximate ($\pm 10\%$) capacities of thirty-two (32), sixty-four (64) and ninety-six (96) gallons on size.

A-19 CERCLA.

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Sections 9601, *et seq.*, as may be amended and regulations promulgated thereunder.

A-20 City.

"City" means the City of Carpinteria, California, a municipal corporation, as it currently exists, or as such boundaries may be adjusted.

A-21 City Facilities Premises.

"City Facilities Premises" means premises that are owned and/or operated by City or are otherwise public facilities, including, but not limited to, City facilities, parks and opens spaces and City and the Metropolitan Transit District bus shelters and public receptacles identified at the locations set forth in Exhibits D.

A-22 Claim.

"Claim" means a claim, actual damages, natural resources damages, injuries, costs, response, remediation and removal costs, losses, liabilities, causes of action, judgments, fines, penalties, interest, and expenses, including, but not limited to, reasonable attorney's and expert's fees.

A-23 Collect or Collection.

"Collect" or "Collection" means to take physical possession, transportation, and removal of Discarded Materials at Single-Family, Multi-Family, or Commercial Premises within the Jurisdiction and from Jurisdiction facilities, and Transporting the Discarded Materials to an Approved/Designated Facility for Processing, Transfer, or Disposal.

A-24 Commercial or Commercial Premises.

“Commercial” or “Commercial Premises” means any premises that is not a Residential Premises or City Facility Premises upon which Solid Waste is generated or accumulated.

A-25 Commercial Recyclables Collection Service.

“Commercial Recyclables Collection Service” means Collection of Source Separated Recyclables from Commercial Customers in the Service Area and the delivery of the Recyclables to the Designated Transfer and Processing Facility.

A-26 Commercial Solid Waste Collection Service.

“Commercial Solid Waste Collection Service” means Collection of Solid Waste from Commercial Customers in the Service Area and the delivery of the Solid Waste to the Designated Disposal Site or Contractor’s Facilities.

A-27 Comparable Rate.

“Comparable Rate” means the portion of the rate received by the Solid Waste Handling Services provider, whether it be Contractor or another Person, for Similar Services.

A-28 Complaint.

“Complaint” means a distinct grievance, criticism, or objection in the form of a written letter, email or telephone call either to City or to Contractor regarding Contractor’s performance of its duties and obligations under this Agreement. Typical “Complaints” concern missed pick-ups that are not corrected, property damage caused by Contractor, unresponsiveness to requests, billing errors, and similar issues. “Complaints” exclude normal or standard service requests (e.g., exchanging a Bin or Cart), and criticisms directed at City’s Solid Waste Ordinance and its provisions.

A-29 Construction and Demolition Debris.

“Construction and Demolition Debris” means discarded building materials, recyclable construction and demolition materials, wood, packaging, plaster, rock or brick, soil, drywall, cement and rubble resulting from construction, remodeling, and repair and demolition operations.

A-30 Consumer Price Index (CPI).

“Consumer Price Index” or “CPI” means the Consumer Price Index for All Urban Consumers for the Los Angeles-Riverside-Orange County Area not seasonally adjusted.

A-31 Container.

“Container” means any receptacle used for temporary storage of Solid Waste, Recyclables, Organic Waste and other materials Collected pursuant to this Agreement including, but not limited to, metal or plastic cans, Carts, Bins, tubs and Roll-Off Boxes.

A-32 Compost

"Compost" has the same meaning as in 14 CCR Section 17896.2(a)(4), which stated, as of the Effective Date of this Agreement, that "Compost" means the product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized Facility.

A-33 Contractor.

"Contractor" means E.J. Harrison & Sons, Inc., a California corporation, or any successors.

A-34 Contractor's Facilities.

"Contractor's Facilities" means the E.J. Harrison & Sons, Inc. facilities.

A-35 Construction and Demolition Debris (C&D)

"Construction and Demolition Debris" means the nonhazardous waste building material, Inerts, soil, packaging, Yard Trimmings, rubble, and other used or Discarded Materials resulting from construction or demolition.

A-36 County.

"County" means the County of Santa Barbara.

A-37 Curbside.

"Curbside" means the Set-Out Site for Collection where Carts, Bins or loose materials are placed on the street or alley against the face of the curb, or where no curb exists, placed not more than five (5) feet from the outside edge of the street or alley.

A-38 Customer.

"Customer" means a Generator of Solid Waste receiving Solid Waste Handling Services from Contractor within City pursuant to this Agreement. Customer includes the Occupant, Owner, and Owner Representative, of any Residential or Commercial Premises.

A-39 Customer Rates.

"Customer Rates" means Contractor's charges to Customers for the provision of Solid Waste Handling Services under this Agreement.

A-40 Customer's Collection Day.

"Customer's Collection Day" means the day of a week that Contractor regularly Collects Solid Waste from a Residential Premises or Commercial Premises.

A-41 Day.

"Day" means calendar day unless otherwise specified.

A-42 Designated C&D Processing Facility

“Designated C&D Processing Facility” means the Gold Coast Recycling Center, which is owned and operated by Gold Coast Recycling, Inc, that is a C&D Processing Facility.

A-43 Designated Disposal Site.

“Designated Disposal Site” means the Toland Landfill located at 3500 N. Toland Road, Santa Paula, California, which is owned and operated by the County of Ventura. Contractor shall inform the city in advance if any issue is to be discussed by the County of Ventura regarding the City’s ability to dispose of waste at the Toland Landfill. This shall be done ten (10) days in advance so that the City can determine attendance at any required meetings.

A-44 Designated Organic Waste Processing Facility

“Designated Organic Waste Processing Facility” means the multiple Agromin facilities at Simi Valley Landfill, Limoneira, and Mountain View, which is owned and operated by California Wood Recycling, Inc, that is an Organic Waste Processing Facility.

A-45 Designated Transfer and Processing Facility.

“Designated Transfer and Processing Facility” means Gold Coast Recycling & Transfer Station; 5275 Colt St # 2 , Ventura, CA 93003. This is owned and operated by: E.J. Harrison and Sons.

A-46 Director.

“Director” means the Director of the City’s Public Works Department or their designee.

A-47 Discarded Materials

“Discarded Materials” are a form of Solid Waste, and shall be regulated as such. For purposes of this Agreement, material is deemed to have been discarded, without regard to whether it is destined for Recycling or Disposal, and whether or not it has been separated from other Solid Wastes, in all cases where a fee or other compensation, in any form or amount, is directly or indirectly solicited from, or levied, charged, or otherwise imposed on, or paid by, the Generator or Customer in exchange for handling services. As used herein, handling services include, without limitation, the Collection, removal, Transportation, delivery, and Processing and/or Disposal of the material. Discarded Materials do not include Edible Food that is recovered for human consumption and is not discarded.

A-48 Dispose or Disposal.

“Dispose” or “Disposal” means the final disposition of Solid Waste Collected.

A-49 Disposal Fee.

“Disposal Fee” means the fee paid by Contractor to Dispose of Solid Waste at the Designated Disposal Site, otherwise known as a “tipping fee.”

A-50 Disposal Site.

“Disposal Site” means the place, location, tract of land, area, or premises in use, intended to be used or which has been used for the landfill Disposal of Solid Waste Collected, including the Designated Disposal Site.

A-51 Diversion.

"Diversion" or "Divert" means activities which reduce or eliminate the amount of Solid Waste from Disposal at a Disposal Site.

A-52 Effective Date.

"Effective Date" means the date this Agreement becomes effective as identified in Section 4.1.

A-53 Electronic Waste (E-Waste).

"Electronic Waste" or "E-Waste" means "Covered Electronic Wastes" as defined in the Act, California Public Resources Code Section 42463, in addition to waste that is powered by batteries or electricity, including electronic equipment such as, but not limited to, television sets, computer monitors, central processing units (CPUs), laptop computers, and peripherals (e.g., external computer hard drives, computer keyboards, computer mice, and computer printers).

A-54 Environmental Laws.

"Environmental Laws" means all federal and State statutes and City ordinances concerning public health, safety, and the environment including, by way of example and not limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC Section 9601, et seq.; the Resource Conservation and Recovery Act, 42 USC Section 6901, et seq.; the Federal Clean Water Act, 33 USC Section 1251, et seq.; the Toxic Substance Control Act, 15 USC Section 2601, et seq.; the Occupational Safety and Health Act, 29 USC Section 651, et seq.; the California Hazardous Waste Control Act, California Health and Safety Code Section 25100, et seq.; the Carpenter-Presley-Tanner Hazardous Substance Account Act, California Health and Safety Code Section 25300, et seq.; the Porter-Cologne Water Quality Control Act, California Water Code Section 13000, et seq.; the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code Section 25249.5, et seq.; all as currently in force or as hereafter amended, and all rules and regulations promulgated thereunder

A-55 Fiscal Year.

"Fiscal Year" means the period commencing July 1st and ending June 30th each year.

A-56 Franchisee Quarterly Fees.

"Franchisee Quarterly Fees" means the fees or assessments imposed by City on Contractor because of its status as party to this Agreement and which, inter alia, are intended to offset the City's expenses in administering the Franchise and to compensate City for wear, tear and damage to its streets, sidewalks, curbs and gutters and other infrastructure resulting from the exercise of the Franchise, the expenses of administering programs for Solid Waste and other environmental services, reporting requirements under the Act and other related expenses. The Franchisee Quarterly Fee is eight percent (8%) of the gross receipts as set forth in Section 12.8.

A-57 Generator.

"Generator" means any Person whose act or process produces Solid Waste, Recyclables or Organic Waste, or whose act first causes Solid Waste to become subject to regulation.

A-58 Gray Container

"Gray Container" has the same meaning as in 14 CCR Section 18982(a)(28) and shall be used for the purpose of storage and Collection of Gray Container Waste or Mixed Waste..

A-59 Green Container

"Green Container" has the same meaning as in 14 CCR Section 18982(a)(29) and shall be used for the purpose of storage and Collection of Organics.

A-60 Green Waste.

"Green Waste" means untreated and unpainted wood, leaves, grass clippings, weeds, pruning, brush, branches, dead plants, tree trimmings, dead trees and other organic wastes generated from landscapes and/or gardens. Green Waste does not include materials not normally produced from gardens or landscape areas, such as brick, rock, gravel, large quantities of dirt, concrete, sod, non-organic wastes, oil, and painted or treated wood.

A-61 Hazardous Waste.

"Hazardous Waste" is a material or mixture of materials which by reason of its quality, concentration, composition or physical, chemical or infectious characteristics may cause or significantly contribute to an increase in mortality or an increase in serious illness or pose a substantial threat or potential hazard to human health or the environment when improperly treated, stored, transported or disposed of or otherwise mismanaged, or any waste which is regulated as a hazardous waste, toxic waste, hazardous chemical substance or mixture, or asbestos under Applicable Law, including:

- a. "Hazardous Waste" pursuant to Section 40141 of the California Public Resources Code, regulated under Chapter 7.6 (commencing with Section 25800) of Division 20 of the California Health and Safety Code, all substances defined as hazardous waste, acutely hazardous waste, or extremely hazardous waste by Sections 25110.2, 25115, and 25117 of the California Health and Safety Code (the California Hazardous Waste Control Act), California Health and Safety Code Section 25100, *et seq.*, and future amendments to or recodification of said statutes or regulations promulgated thereunder, including Title 23 of the California Code of Regulations Sections 2521 and 2522;
- b. Materials regulated under RCRA;
- c. Materials regulated under the Toxic Substance Control Act;
- d. Materials regulated under CERCLA;
- e. Materials regulated under any future additional or substitute federal, State or local laws and regulations pertaining to the identification, transportation, treatment, storage or disposal of toxic substances or hazardous waste; and
- f. Household Hazardous Waste.

Where there is a conflict in the definitions employed by two or more agencies having jurisdiction over Hazardous Waste, the term "Hazardous Waste" shall be construed to have the broader, more encompassing definition.

A-62 Holiday(s).

"Holidays" means New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

A-63 Holiday (Christmas) Trees.

"Holiday (Christmas) Trees" means trees targeted for diversion that were purchased and used in celebration of Christmas and other Holidays in December and January.

A-64 Household Batteries.

"Household Batteries" means disposable or rechargeable dry cells (e.g., A, AA, AAA, B, C, D, 9-volt, button-type) commonly used as power sources for household or consumer products including, but not limited to, nickel-cadmium, nickel metal hydride, alkaline, mercury, mercuric oxide, silver oxide, zinc oxide, nickel-zinc, nickel iron, lithium, lithium ion, magnesium, manganese, and carbon-zinc batteries, but excluding automotive lead acid batteries.

A-65 Household Hazardous Waste.

"Household Hazardous Waste" means any Hazardous Waste generated incidental to owning or maintaining a place of residence, excluding any Hazardous Waste generated in the course of operating a business concern at a residence pursuant to California Health and Safety Code Section 25218, *et seq.*

A-66 H&S Code.

"H&S Code" means the California Health and Safety Code.

A-67 Indemnitees.

"Indemnitees" means City, its officers, employees, contractors, agents and volunteers.

A-68 Inerts

"Inerts" means materials such as concrete, soil, asphalt, and ceramics.

A-69 Material Recovery Facility (MRF).

"Materials Recovery Facility" or "MRF" means a permitted facility where Solid Waste, Recyclables, Organic Waste, and other materials are processed, sorted or separated for the purposes of recovering reusable or Recyclables. For the purposes of this Agreement, the MRF is the Designated Transfer and Processing Facility.

A-70 Maximum Rate.

"Maximum Rate(s)" means the maximum monetary amounts that may be charged a Customer by Contractor for providing Collection services of Solid Waste, Source Separated Recyclables, Organic Waste and other services provided Residential Premises and Commercial Premises pursuant to Section 12.1 and as shown in Exhibit B.

A-71 MFD Recyclables Collection Service.

"MFD Recyclables Collection Service" means Collection of Source Separated Recyclables from MFD Customers in the Service Area and the delivery of the Recyclables to the Designated Transfer and Processing Facility.

A-72 MFD Solid Waste Collection Service.

“MFD Solid Waste Collection Service” means Collection of Solid Waste from MFD Customers in the Service Area and the delivery of the Solid Waste to the Designated Disposal Site.

A-73 Mulch.

“Mulch” means a material used for landscaping, soil amendment or erosion control that results from the mechanical breakdown (chipping and/or grinding) of materials, including, but not limited to, Organic Waste, yard trimmings and wood byproducts. SB 1383 Regulations (14 CCR Section 18993.1) require that Jurisdictions procure recovered Organic Waste products to meet an annual recovered Organic Waste product procurement target. Mulch may be procured to fulfill this procurement target if the Mulch meets specific conditions specified in SB 1383 Regulations (14 CCR Section 18993.1(f)(4)).

A-74 Multi-Family Dwelling (MFD).

“Multi-Family Dwelling” or “MFD” means all dwelling units, whether detached or attached, of five (5) or more units, including triplexes, fourplexes, apartments, condominiums, townhomes, mobile homes or motor homes located on a permanent site intended for or capable of being utilized for residential living other than a hotel or motel.

A-75 Multi-Family Dwelling (MFD) Complex.

“Multi-Family Dwelling Complex” or “MFD Complex” means Multi-Family Dwellings that have centralized Collection for all dwelling units in the complex and are billed to one address.

A-76 Occupant.

“Occupant” means a Person who occupies a Residential Premises or Commercial Premises.

A-77 On-Call Service.

“On-Call Service” means Collection service provided by Contractor that is scheduled no less than twenty-four (24) hours in advance. On-Call Service is initiated by a Customer contacting Contractor pursuant to Section 10.7. On-Call Services provided pursuant to Article 5 are not Unscheduled Services.

A-78 Organic Waste

“Organic Waste” means Solid Wastes containing material originated from living organisms and their metabolic waste products including, but not limited to, food, green waste, yard trimmings, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges, or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined in 14 CCR Section 18982(a)(4) and 14 CCR Section 18982(a)(16.5), respectively.

A-79 Overloaded.

“Overloaded” means the amount of Solid Waste or Source Separated Recyclables placed in or adjacent to a Bin that is in excess of the Bin capacity.

A-80 Owner.

"Owner" means the Person holding legal title to the real property constituting the Residential Premises or Commercial Premises.

A-81 Party.

"Party" means City and Contractor, individually or together.

A-82 Permitted Set-Out Site.

"Permitted Set-Out Site" means the Set-Out Site mutually agreeable to the Customer and Contractor when it is determined by Contractor that Curbside Cart Collection by an automated Collection vehicle is not possible for reasons including, but not limited to, irregularly designed streets, lack of suitable Curbside placement or streets with no place for an automated Collection vehicle to turn around at the end, or the Set-Out Site mutually agreeable to the Customer and Contractor for Bins, which shall not be within the public right-of-way.

A-83 Person.

"Person" means any individual, firm, agency, Contractor, limited liability Contractor, cooperative, association, organization, partnership, limited partnership, public or private corporation, consortium, trust, joint venture, commercial entity, regulatory authority, governmental entity, including the United States, the State, counties, towns, cities, or special purpose districts, or any other legal entity.

A-84 Process, Processed, or Processing

"Processing" means the controlled separation, recovery, volume reduction, conversion, or Recycling of Solid Waste including, but not limited to, organized, manual, automated, or mechanical sorting, the use of vehicles for spreading of waste for the purpose of recovery, and/or includes the use of conveyor belts, sorting lines, or volume reduction equipment, or as otherwise defined in 14 CCR Section 17402(a)(20).

A-85 RCRA.

"RCRA" means the Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901, *et seq.*, as may be amended and related federal, State and local laws and regulations.

A-86 Recyclables.

"Recyclable(s)" means materials that are part of the Solid Waste stream which can be Recycled consistent with the requirements of the Act. As of the Effective Date, Recyclables includes the following items, as well as any additional materials that Contractor may request to add from time to time upon the written consent of City: newsprint (including inserts, coupons and store advertisements); mixed paper (including magazines, catalogs, envelopes, junk mail, corrugated cardboard, brown bags and paper, paperboard, paper egg cartons, milk and juice cartons, office ledger paper, legal pad backing, shoeboxes and telephone books); glass containers (including brown, clear, blue and green glass bottles and jars); aluminum (including beverage containers and foil products); small scrap and cast aluminum (not exceeding forty (40) pounds in weight nor two (2) feet in any dimension for any single item); steel including "tin" cans, aerosol cans (empty, non-toxic products) and small scrap (not exceeding forty (40) pounds in weight nor two (2) feet in any dimension for any single item); bimetal containers; all plastics (Types #1-7), except expanded Polystyrene (EPS); aseptic packaging; textiles; and Household Batteries.

A-87 Recycle.

“Recycle(d)(ing)” means the process of sorting, cleansing, treating and reconstituting of Recyclables, which would otherwise be Disposed of at a Disposal Site, for the purpose of returning the Recyclables to the economy in the form of raw materials for reused, remanufactured or reconstituted products. Recycling includes processes deemed to constitute a reduction of Landfill Disposal pursuant to 14 CCR, Division 7, Chapter 12, Article 2. Recycling does not include gasification or transformation as defined in Public Resources Code Section 40201.

A-88 Residential or Residential Premises.

“Residential” or “Residential Premises” means of, from, or pertaining to Single-Family Dwellings (SFD) and Multi-Family Dwellings (MFD), including single-family homes, apartments, condominiums, townhouse complexes, mobile home parks, cooperative apartments, MFD Complexes and other dwelling units where people reside.

A-89 Reuse

“Reuse” or any variation thereof, means the use, in the same, or similar, form as it was produced, of a material which might otherwise be discarded, or as otherwise defined in 14 CCR Section 17402.5(b)(2).

A-90 Roll-Off Box.

“Roll-Off Box(es)” means a Container with a capacity from ten (10) to forty (40) cubic yards, which is typically pulled onto a roll-off vehicle used to transport Solid Waste. A Roll-Off Box may be open topped or enclosed with or without a compaction unit (compactor).

A-91 Roll-Off Box Collection Service.

“Roll-Off Box Collection Service” means Collection of Roll-Off Boxes from Commercial Customers in the Service Area.

A-92 SB 1383

“SB 1383” means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

A-93 SB 1383 Regulations

“SB 1383 Regulations” or “SB 1383 Regulatory” refers to the Short-Lived Climate Pollutants (SLCP): Organic Waste Reductions regulations developed by CalRecycle and adopted in 2020 that created Chapter 12 of 14 CCR, Division 7 (14 CCR 18981.1 et seq.) and amended portions of regulations of 14 CCR and 27 CCR.

A-94 Scavenging.

"Scavenging" means the unauthorized removal of Recyclables. Scavenging is prohibited by Public Resources Code § 41950.

A-95 Self-Hauler (or Self-Haul/ing)

"Self-Hauler" or "Self-Haul" means a Person who hauls Solid Waste, Organic Waste, or recovered material they have generated to another Person, or as otherwise defined in 14 CCR Section 18982(a)(66). Self-Hauler also includes a Person who Back-Hauls waste.

A-96 Service Area.

"Service Area" means the jurisdictional boundaries of City.

A-97 Services Initiation Date.

"Services Initiation Date" means July 1, 2022.

A-98 Set-Out Site.

"Set-Out Site" means the location on a Residential Premises, Commercial Premises or City Facilities Premises where Carts, Bins or loose Solid Waste are placed for Collection. Set-Out Sites include Curbside and a Permitted Set-Out Site.

A-99 SFD Organic Waste Collection Service.

"SFD Organic Waste Collection Service" means Collection of Source Separated Organic Waste from SFD Customers in the Service Area and the delivery of the Organic Waste to the Designated Disposal Site.

A-100 SFD Recyclables Collection Service.

"SFD Recyclables Collection Service" means Collection of Source Separated Recyclables from SFD Customers in the Service Area and the delivery of the Recyclables to the Designated Transfer and Processing Facility.

A-101 SFD Solid Waste Collection Service.

“SFD Solid Waste Collection Service” means Collection of Solid Waste from SFD Customers in the Service Area and the delivery of the Solid Waste to the Designated Disposal Site or Contractor’s Facilities.

A-102 Sharps Waste.

“Sharps Waste” means any item generated at a Residential Premises having corners, edges, or projections capable of cutting or piercing the skin to deliver injections or for medical purposes, including, but not limited to, needles (hypodermic, pen or intravenous), needles with syringes, needles with attached tubing and lancets.

A-103 Similar Service.

“Similar Service” means the Solid Waste Handling Services provided in similar type of service, Container capacity and frequency of Collection. Similar Service for Residential Customers shall refer to an automated Cart system utilizing one Cart for Solid Waste, one Cart for Recyclables and one Cart for Organic Waste, collected not less than once per week. Similar service for Commercial Customers shall refer to Solid Waste or Recyclables Collected using Bins in which Solid Waste and Recyclables are Collected every week.

A-104 Single-Family Dwelling (SFD).

“Single-Family Dwelling” or “SFD” means all dwelling units, whether detached or attached, of no more than Five (5) units, including homes, duplexes, condominiums and townhomes.

A-105 Solid Waste.

“Solid Waste means all putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, dewatered, treated, or chemically fixed sewage sludge which is not Hazardous Waste, manure, and vegetable or animal solid and semisolid wastes, but does not include abandoned vehicles, Hazardous Waste, or Construction and Demolition Debris. “Solid Waste” may include Recyclables, Organic Waste, and Bulky Items if such materials are not source separated from the Solid Waste at the site of generation or Collected for Recycling, Composting or processing.

A-106 Solid Waste Handling Service.

“Solid Waste Handling Service(s)” means the Collection, transportation, storage, transfer, disposition or processing of Solid Waste.

A-107 Solid Waste AB 939 Program Fee.

Residential and commercial surcharge means 13% of Gross Annual receipts for residential customers and 11% for commercial/bin customers.

A-108 Source Separated.

"Source Separated" means materials which otherwise would become Solid Waste, but have been segregated by the Generator, such as Recyclables or Organic Waste, for the purpose of Solid Waste, Recycling, or composting, to be Collected by Contractor or others.

A-109 State.

"State" means the State of California.

A-110 Term.

"Term" means the Term of this Agreement as set forth in Section 4.4.

A-111 Ton.

"Ton" or "Tonnage" means a unit of measure for weight equivalent to two-thousand (2,000) pounds where each pound contains sixteen (16) ounces.

A-112 Total Billings.

"Total Billings" means Billings for any and all monies, compensation, fees, charges, consideration, and revenue submitted to Customers for payment to Contractor, its Affiliates, subsidiaries, parents and any Person or entity in which Contractor has a financial interest, in connection with, arising from, or in any way attributable to the Solid Waste Handling Services carried out by or on behalf of Contractor under this Agreement, in accordance with generally accepted accounting principles. Total Billings includes, without limitation, the Maximum Rates according to Article 12 and as set forth in Exhibit B and/or Customer Rates paid by Customers, without subtracting Franchisee Quarterly Fees or any fees or payments imposed on Contractor pursuant to this Agreement.

A-113 Toxic Substance Control Act.

"Toxic Substance Control Act" means the federal Toxic Substance Control Act, 15 U.S.C. Sections 2601, *et seq.*, as may be amended and related federal, State and local laws and regulations, including the Carpenter-Presley-Tanner Hazardous Substances Account Act, California Health and Safety Code Sections 25300, *et seq.*, as may be amended.

A-114 Transfer and Processing Facility.

"Transfer and Processing Facility" means a facility primarily used for the purpose of Recycling and transferring Solid Waste from Collection vehicles to transfer vehicles to more efficiently transport Solid Waste to a Disposal Site.

A-115 Transition Plan.

"Transition Plan" means Contractor's written transition plan as identified in and required to be submitted to City pursuant to Section 5.2 for the transition of the provision of Solid Waste Handling Services by the Previous Contractor for a portion of the Service Area to Solid Waste Handling Services provided by Contractor for the entire Service Area under this Agreement.

A-116 Universal Waste (U-Waste).

“Universal Waste” or “U-Waste” means all wastes defined by Title 22 of the California Code of Regulations Sections 66273.1, *et seq.*, including, but not limited to, Household Batteries, fluorescent light bulbs, mercury switches and E-Waste.

A-117 Unscheduled Service.

“Unscheduled Service” means services that are unscheduled or provided on an intermittent, less than monthly basis. Unscheduled Service does not include Collection services provided under this Agreement, including the services identified in Article 5 at the Maximum Rates according to Article 12 and/or Customer Rates.

EXHIBIT B
MAXIMUM RATE SCHEDULES

**Schedule 1
Residential Services
Single-Family Dwellings**

Proposed Residential Service Rates for Carpinteria Effective July 1st 2024			
Types	Description	Price/Month	Notes
Minimum Service	32 gallon trash, 96 gallon recycle, 96 gallon organics	\$35.02	
Basic Service	64 gallon trash, 96 gallon recycle, 96 gallon organics	\$38.28	
High Volume	96 gallon trash, 96 gallon recycle, 96 gallon organics	\$58.70	
Bin Service	3 cubic yard bin, 96 gallon recycle, 96 gallon organics	\$277.22	
Additional Fees			
Returned check fee		\$26.90	
Recyclable Material Contamination Fee (3 or more per year)		\$53.81	Per occurrence
Organic Waste Contamination Fee (3 or more per year)		\$53.81	Per occurrence
Go Back Fee		\$26.90	Per occurrence
Cart Exchange (in excess of 1 per year)		\$40.96	Per occurrence
Account Cancellation Fee for Non-Payment		\$37.67	Per month
Start Fees		\$16.14	
Re-Start Fees for non payment		\$37.67	
Additional Trash cart		\$9.36	
Extra Recycle cart		\$0.00	1st additional barrel is free
2nd Additional Recycle cart		\$9.36	
Extra Organics cart		\$9.36	
Lost or damaged cart charge		\$64.57	
Cart replacement due to damage caused by the service recipient		\$64.57	Per Occurrence
Extra Collection fee (any cart)		\$26.90	
Extra Large Item Pickup		\$17.55	Per bag
On-Premise Collection (all carts)		\$34.55	per month
Residential Bin Rentals			
Type		Price	Frequency
Dump		\$130.03	per dump
Rent after 7th day		\$5.76	per day

Extra Hauls			
Two free per year (bulky item pickups)		\$0.00	
After two free hauls	Car tires under 36"	\$15.64	Each
	Car tires between 36" and 60"	\$50.66	Each
	Car tires over 60"	\$318.44	Each
	Pallets	\$2.18	Each
	Washer/Dryer/TV/Couch, etc.	\$40.96	Each
	Freon Removal	\$52.66	Each
	Water Heaters	\$23.41	Each

Schedule 2 Multi-Family/Commercial

Commercial Rates for Carpinteria Effective July 1, 2024							
Times per week		1	2	3	4	5	6
Type	Size	Price per Month					
Trash	3 yard	\$259.73	\$478.22	\$696.72	\$915.23	\$1,133.73	\$1,352.23
Trash	2 yard	\$186.98	\$335.80	\$484.64	\$633.48	\$782.32	NA
Trash	1.5 yard	\$146.36	\$259.90	\$373.43	\$486.96	\$600.50	NA
Times per week		1	2	3	4	5	6
Type	Size	Price per Month					
*Recycle	3 yard	\$184.60	\$358.65	\$535.96	\$711.67	\$887.35	\$1,063.06
*Recycle	2 yard	\$122.88	\$239.74	\$356.61	\$473.48	\$590.32	\$707.17
*Recycle	1.5 yard	\$98.72	\$186.24	\$273.77	\$361.30	\$448.81	\$536.32
Times per week		1	2	3	4	5	6
Type	Size	Price per Month					
*Green Waste	3 yard	\$176.25	\$342.45	\$511.75	\$679.52	\$847.28	\$1,015.04
*Green Waste	1.5 yard	\$94.26	\$177.83	\$261.41	\$344.98	\$428.53	\$512.10
Multi Family Recycle ¹	3 yard	\$110.76	\$215.19	\$321.58	\$427.00	\$532.41	\$637.83
Multi Family Recycle	1.5 yard	\$59.23	\$111.74	\$164.26	\$216.78	\$269.28	\$321.79
Times per week		1	2	3	4	5	6
Type	Size	Price per Month					
Organics Food Waste	32 gallon	\$44.20	\$88.40	\$132.59	\$176.79	\$220.99	NA
Organics Food Waste	64 Gallon	\$44.20	\$88.40	\$132.59	\$176.79	\$220.99	NA
Organics Food Waste	1.5 cubic yard	\$146.36	\$259.90	\$373.43	\$486.96	\$600.50	NA

Extra Dumps	
Price: \$54.82	Per Occurrence

¹ As described in section 12.1.1 of this Agreement, Multifamily Recycling Maximum Rates will increase by 20 percent annually beginning July 1, 2025 until Multifamily Recycling Maximum Rates equal Commercial Recycling Maximum Rates.

Roll Offs (Unscheduled Service) July 1, 2024		
Item	Price	Frequency
Delivery	\$57.97	Per Each
Hauling	\$186.77	Per Each
Dump/Gold Coast	Current Tip Fee	Per Ton
Processing Fee	\$10.55	Per load
Rent after 3rd day	\$5.44	Per day
CIWIMP tax	\$0.05	Per ton
Calwood	Current Tip Fee	Per ton
Damage to Roll off caused by Service Recipient	\$435.59	Per Occurrence
Dry Run/Trip Charge	\$81.67	Per Occurrence
Return Fee for Blocked Roll Off	\$81.67	Per Occurrence
Roll off Go Back or Box relocation	\$87.12	Per Occurrence
Roll Off (no hauls in 30 days)	\$16.33	Per Day

Other Charges		
Type	Price	Frequency
Bin Changes (One free every 12 months)	\$57.05	Each
Drive-ins/Walk-ins	\$28.52	Per month
Damage to bins caused by service recipient	\$222.49	Per occurrence
Bin Lock Installation	\$39.93	Per occurrence
Replacement Lock	\$39.93	Per Occurrence

Type	Notes	Price	Frequency
Recyclable Material Contamination Fee	3+ occurrences per year	\$114.10	Per Occurrence
Organics Waste Contamination Fee	3+ occurrences per year	\$199.67	Per Occurrence
Excess of Posted Weight		\$85.57	Per Ton
Cart Exchange	In excess of 1 free per year	\$39.93	Per Occurrence
Cart Replacement due to damage caused by service recipient		\$68.46	Per Occurrence

EXHIBIT C

ADMINISTRATIVE CHARGES

Administrative Charges

Administrative Charge Description	Amount
Restart Service Charge	\$39.93
Return Check Charge	\$28.52

EXHIBIT D
CITY FACILITIES PREMISES

Public Facilities				
Facility	Location	Service	Quantity	Weekly Service
City Hall	5775 Carpinteria Ave	40 yard	1	Weekly
		3 yard trash	2	Th
		3 yard recycle	2	Th
		64 gal recycle	2	Th
Vets Hall	941 Walnut	3 yard trash	1	M&W&F
		64 gal recycle	2	Th
Community Pool	5305 Carpinteria Ave.	1.5 yard	1	F
		64 gal Recycle	3	Th
Parks & Open Spaces				
Park/Open Space	Location	Service	Quantity	Weekly Service
El Carro Park	5300 El Carro Lane	3 yard	2	W & F
El Carro Park	5300 El Carro Lane	36 gal	21	M&W&F
Memorial Park	1400 Santa Ynez Road	36 gal	3	M&W&F
Monte Vista Park	1100 Bailard Road	36 gal	3	M&W&F
Heath Ranch Park	1480 Charparral Drive	36 gal	3	M&W&F
Viola Fields	6145 Carpinteria Avenue	36 gal	8	M&W&F
Franklin Creek Park	Sterling Avenue	36 gal	2	M&W&F
Tar Pits Park	Access from Campgrounds	36 gal	5	M&W&F
Salt Marsh Nature Park	101 Ash Avenue	36 gal	6	M&W&F
Bluffs Park	6143 Carpinteria Avenue	36 gal	6	M&W&F
Bluffs Park	6143 Carpinteria Avenue	3 yard	1	M&TH
Carpinteria Skate Park	5781 Carpinteria Avenue	3 yard	1	W
		36 gal	5	M&W&F
Beach Street Ends				
Ash Avenue		3 yard	1	M&Th&S
		96 gal recycle	1	M&Th&S
Holly Avenue		3 yard	1	M&TH&S
		96 gal recycle	1	M&Th&S
Elm Avenue		3 yard	1	M&TH&S
		96 gal recycle	1	M&Th&S
Linden Avenue		3 yard	1	M&TH&S
		96 gal recycle	1	M&Th&S
Palm to Linden Trail		36 gal	4	3-4x/week
PUBLIC RECEPTACLES				
Location/address		Type	Number of containers	Collection
Citywide		36 gal	Approximately 150 (subject to change)	3-4x/week

EXHIBIT E
CITY SPONSORED EVENTS

City-Sponsored Event	Service Level
Avocado Festival	7-36 yard bins. Must divert 75%
Independence Day Parade	One 3 yard solid waste bin One 3 yard recyclables bin Temporary refuse containers and liners
Holiday Spirit Parade	One 3 yard solid waste bin One 3 yard recyclables bin Temporary refuse containers and liners

EXHIBIT F

FRANCHISEE QUARTERLY FEES FORMS



**FRANCHISEE RESIDENTIAL QUARTERLY FEES
PAYMENT FORM**

FRANCHISEE NAME: _____

Total Residential Receipts for the Months of _____	\$ _____
Less Refunds to Customers _____	\$ _____
Gross Receipts	\$ _____
8% Franchise Fee (8% x Gross Receipts)	\$ _____
8% Residential AB 939 Fee (8% x Gross Receipts)	\$ _____
10% Penalty (If not postmarked by the 30 th of the following month)	\$ _____
Total Fees and Penalty	\$ _____

The undersigned affirms to be authorized and qualified to act on behalf of franchisee, has prepared this report from official accounting records, and will maintain the source documents and related permanent financial records, subject to audit, at the following address:

Authorized Signature _____
Print Name _____

_____ **Date**

Please mail this report and submit fees to:
City of Carpinteria: Administrative Services Department
5575 Carpinteria Avenue
Carpinteria, CA 93013



**FRANCHISEE COMMERCIAL QUARTERLY FEES
PAYMENT FORM**

FRANCHISEE NAME: _____

Total Commercial Receipts for the Month of _____ \$ _____

Less Refunds to Customers _____ \$ _____

Gross Receipts \$ _____

8% Franchise Fee (8% x Gross Receipts) \$ _____

6% AB 939 Fee (6% x Gross Receipts) \$ _____

10% Penalty (If not postmarked by the 15th of the month) \$ _____

Total Fees and Penalty \$ _____

The undersigned affirms to be authorized and qualified to act on behalf of franchisee, has prepared this report from official accounting records, and will maintain the source documents and related permanent financial records, subject to audit, at the following address:

Authorized Signature _____
Print Name _____

Date

Please mail this report and submit fees to:
City of Carpinteria: Administrative Services Department
5575 Carpinteria Avenue
Carpinteria, CA 93013



City of Carpinteria

COUNCIL AGENDA STAFF REPORT June 10, 2024

ITEM FOR COUNCIL CONSIDERATION

Fiscal Year (FY) 2024-25 Operating Budget Study Session and Presentation, and Potential Program Reduction and Deferment Options to Address an Existing Deficit and Projected Future Revenue Shortfalls.

STAFF RECOMMENDATION

Receive the staff report, open the public hearing and receive public comment, provide staff with direction concerning Budget Funds, and continue the public hearing to the City Council Meeting on Monday, June 24, 2024.

Sample Motion: I move to open the public hearing and receive public comment, provide staff with direction concerning Budget Funds, and continue the public hearing to the City Council Meeting on Monday, June 24, 2024.

BACKGROUND

On June 26, 2023, City Council approved the Budget and Fiscal Policy document included as Attachment A to this staff report. Among other things, this document states:

- The City will maintain a balanced budget. This means that: Operating revenues should fully cover operating expenditures, including debt service.
- Ending fund balance must meet minimum policy levels or other target level established by the Council for this fiscal year.
- The City will avoid using one-time revenues to fund ongoing program costs.

Operating Budget Development Process

The operating budget preparation process began in February with internal department meetings. This process includes historical budget analysis, alignment with City Council adopted Goals and Priorities, stakeholder input (e.g., City Council Finance Committee, appointed Boards, Commissions, and Committees), revenue forecasting, and expenditure planning (e.g., departmental requests and cost analysis), to name a few.

Other important steps include, but are not limited to, presentations to City Council for review and discussion, and gathering of public input.

City Council Finance/Budget Committee

The City Council Finance/Budget Committee (Committee) was established on June 24, 2013, (Resolution No. 5472), to work with the City Manager to address budgeting and other financial policy and oversight matters. Staff meets monthly with the Committee to provide updates and receive input on the City's budget and finances. Staff meets regularly with the Committee to provide updates and receive direction on budget development.

On May 30, 2024, Staff updated the Committee on the current status of the FY 2024-25 Operating Budget. The Committee has reviewed the budget information and agreed to have staff present the current status of the FY 2024-25 Operating Budget to the City Council.

The purpose of this agenda matter is to provide the City Council and public with information on the Operating Budget Process and to provide a status update on the current working draft of the FY 2024-25 Budget (draft). The draft includes a \$448,000 operating deficit. This study session will provide the City Council an opportunity to review the draft FY 2024-25 Operating Budget and make recommendations to meet the policy and have a balanced budget.

DISCUSSION

The City's Discretionary (General 101 and Measure X 104) Funds historically subsidize operating shortfalls in other funds including:

- Library Fund (202)
- Park Maintenance Fund (204)
- Right-of-Way Maintenance Fund (209)
- AB 939 Fund (211)
- Recreation Fund (213)
- PEG Fees Fund (217)

In the past, the Discretionary Funds would have sufficient revenues to cover the subsidies and maintain an operating surplus. Due to stagnant revenue growth being outpaced by increases in expenditures, the City FY 2024-25 Operating Budget initially projected an operating deficit of \$1.8 million. After reviewing revenue projections, revisiting expenditure requests, and additional deferments of one-time expenditures totaling \$606,200, the operating deficit has been decreased to \$448,000.

Staff has prepared a presentation to provide information on the budget development process, as well as context and important considerations for the FY 2024-25 Operating Budget. This includes information on the current operating deficit and potential options to close the operating deficit, shown below.

Staff Recommendation:

Professional:

- | | |
|---------------------------------|-----------|
| • Community Satisfactory Survey | \$ 15,000 |
| • Legal Services | 150,000 |
| • Pension Trust Analyses | 15,000 |

Contract Services:

- | | |
|-------------------------------|---------|
| • HSAC – Outreach Program | 9,000 |
| • Executive Assistance | 24,000 |
| • Recruitment Contract | 35,000 |
| • Sheriff Community Resources | 200,000 |

Total \$448,000

Other Potential Budget Reductions:

Closure of Buildings:

- | | |
|---|----------|
| • Close City Hall Every other Friday – All Staff Same RDO | \$ 5,200 |
| • Close Library One Day/Week (Friday) | 13,300 |
| • Reduce Pool Hours, 9-hours/Week | 29,300 |

Reduced Allocation:

- | | |
|-----------------------------|---------|
| • Community Services Grants | 141,550 |
|-----------------------------|---------|

Reduction of Services:

- | | |
|---|--------|
| • Age well Program (Amount Subsidized YR 1) | 62,550 |
| • Landscape Contract 10% | 29,320 |
| • Janitorial Contract 10% | 25,300 |

Total \$306,520

FINANCIAL CONSIDERATIONS

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

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The preparation and presentation of the budget is consistent with Carpinteria Municipal Code Section 2.08.110(H), concerning the duties of the City Manager. The City Attorney will be in attendance at the meeting to advise the City Council on legal issues and/or questions it may have related to the budget and budget approval process.

PRINCIPAL PARTIES EXPECTED AT MEETING

Interested members of the public and representatives of local stakeholders.

ATTACHMENTS

A. Budget and Fiscal Policies

B. Budget Summary and Detail by Fund
Staff contact:

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


Signature

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


Signature

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


Signature

ATTACHMENT A
BUDGET AND FISCAL POLICIES



City of
CARPINTERIA
California

BUDGET AND FISCAL POLICY COUNCIL POLICY

BUDGET PURPOSE AND ORGANIZATION

A. Balanced Budget. The City will maintain a balanced budget. This means that:

1. Operating revenues should fully cover operating expenditures, including debt service.
2. Ending fund balance must meet minimum policy levels or other target levels established by the Council for the fiscal year.

Under this policy, it is allowable for total expenditures and uses to exceed revenues and other sources in a given year; however, in this situation, beginning fund balance should only be used to fund capital improvement plan projects or other "one-time," non-recurring expenditures. (See *Fund Balance and Reserves* policy for other circumstances when it would be appropriate to use beginning fund balance.)

B. Budget Objectives. Through its Budget, the City will link resources with goals and results by:

1. Identifying community needs for essential services.
2. Organizing the programs required to provide these essential services.
3. Describing programs and activities performed in delivering services.
4. Proposing objectives for improving the delivery of program services.
5. Identifying and appropriating the resources required to perform program activities and accomplish program objectives.

C. Measurable Objectives. The Budget will establish measurable program objectives and allow reasonable time to accomplish those objectives.

- D. **Budget Adoption by Resolution.** The City's annual Budget is adopted by Resolution. If the Budget is not approved prior to the end of the fiscal year, the Preliminary Budget, except for capital outlays, becomes the City's interim budget until the new budget is adopted.
- E. **Goal Status Reports.** The status of major program objectives will be formally reported to the Council on an ongoing, periodic basis.
- F. **Mid-Year Budget Reviews.** The Council will formally review the City's fiscal condition, and amend appropriations, if necessary, based on six months of results and emerging trends since the beginning of the fiscal year.

Status: In Compliance. These practices are either in place or the Council has adopted a budget process and document for 2023-24 that meets these policy objectives. However, linking resources to outcomes and measuring performance will always be a work in progress, with ongoing improvements.

REVENUE MANAGEMENT

- A. **Current Revenues for Current Uses; One-Time Revenues for One-Time Purposes.** The City will make all current expenditures with current revenues, avoiding procedures that balance current budgets by postponing needed expenditures, accruing future revenues or rolling over short-term debt. The City will avoid using one-time revenues to fund ongoing program costs.
- B. **Revenue Distribution.** The Council recognizes that generally accepted accounting principles for state and local governments discourage the "earmarking" of General Fund revenues, and accordingly, the practice of designating General Fund revenues for specific programs should be minimized in the City's management of its fiscal affairs. In those cases where it does occur, the basis and methodology for earmarking should be clearly articulated in the City's Budget and Fiscal Policies.
- C. **Grant Management.** Intergovernmental assistance in the form of grants and loans will be used to finance only:
 - 1. Capital improvements that are consistent with capital improvement plan (CIP) priorities and can be maintained and operated over time.
 - 2. Technological upgrades or enhancements.
 - 3. Capital acquisition items.
 - 4. Operating programs which either can be sustained over time or have a limited horizon.
 - 5. Other areas as determined by the Council to be in the best interest of the City.
- D. **Interfund Transfers and Loans.** In order to achieve important public policy goals, the City has established various special revenue and capital project funds to account for revenues whose use should be restricted to certain activities. Accordingly, each

fund exists as a separate financing entity from other funds, with its own revenue sources, expenditures and fund balance.

Any transfers between funds are clearly set forth in the Budget and can only be made by the Administrative Services Director in accordance with the adopted budget. These transfers, under which financial resources are transferred from one fund to another, are distinctly different from interfund borrowings, which are usually made for temporary cash flow reasons, and are not intended to result in a transfer of financial resources by the end of the fiscal year.

In summary, interfund transfers result in a change in fund balance; interfund borrowings do not, as the intent is to repay the loan in the near term.

From time-to-time, interfund borrowings may be appropriate; however, these are subject to the following criteria in ensuring that the fiduciary purpose of the fund is met:

1. The Administrative Services Director is authorized to approve temporary interfund borrowings for cash flow purposes whenever the cash shortfall is expected to be resolved within 60 days. The most common use of interfund borrowing under this circumstance is for grant programs, where costs are often incurred before drawdowns are initiated and received. However, receipt of funds is typically received shortly after the request for funds has been made.
2. Any other interfund borrowings for cash flow or other purposes require case-by-case approval by the Council.
3. Any transfers between funds where reimbursement is not expected within one fiscal year shall be recorded under one of the following options:
 - a. Where the terms and conditions of repayment are uncertain, they should not be recorded as interfund loans but as interfund transfers that affect fund balance by moving financial resources from one fund to another. In this case, the intent to repay should be documented in the Budget or via Resolution.
 - b. Where repayment is more certain, long-term loans may be recorded as such; and in accordance with generally accepted accounting principles, their balance will be recorded as non-spendable fund balance. In this case, the terms and conditions of loan repayment, including need for the loan, source of repayment funds, interest rate (if any) and amortized repayment schedule, should be documented via Resolution.

Status: In Compliance. *These practices are in place or the Council has adopted a budget process and document for 2023-24 that meets these policy objectives. There are currently no long-term interfund loans.*

MINIMUM FUND BALANCE AND RESERVES

A. Reserve for Fiscal Stability, Cash Flow and Contingencies

The City will strive to maintain a minimum General Fund unrestricted balance (less encumbrances and reappropriation carryovers) of at least 40% of operating and debt service expenditures plus subsidy transfers to other funds for fiscal stability, cash flow and contingencies such as economic downturns, catastrophic events and unforeseen operating or capital needs. This target is based on financial management best practices and industry standards, including the risk assessment methodology for setting reserve levels developed by the Government Finance Officers Association of the United States and Canada (GFOA) in adequately addressing:

1. Economic uncertainties, local disasters, public health crises and other financial hardships or downturns in the local or national economy.
2. Contingencies for unseen operating or capital needs, including strategic investment opportunities.
3. Unfunded liabilities such as pensions and retiree health obligations.
4. Dependency of other funds on the General Fund.
5. Institutional changes, such as State budget takeaways and unfunded mandates.
6. Cash flow requirements.

Whenever the City's General Fund unrestricted balance falls below this target, the City will strive to restore reserves to this level within five years. As revenues versus expenditures begin moving in a positive direction, the City will allocate at least half to reserve restoration, with the balance available to fund asset replacements, unfunded liabilities, capital improvement projects, service level restorations or new operating programs.

Circumstances where taking reserves below policy levels would be appropriate include responding to the risks that reserves are intended to mitigate, such as:

1. Meeting cash flow needs during the fiscal year.
2. Closing a projected short-term revenue-expenditure gap.
3. Responding to unexpected expenditure requirements or revenue shortfalls.
4. Making investments in unfunded liability reductions, economic development and revenue base improvements, productivity improvements and similar strategic opportunities that will strengthen City revenues, reduce future costs or achieve "one-time" high-priority City goals.

5. Where a forecast shows an ongoing structural gap: providing a strategic bridge to the future by providing time to develop and implement thoughtful solutions.

On the other hand, the City should avoid using reserves to fund ongoing costs or projected systemic “gaps.” Stated simply, reserves can only be used once, so their use should be restricted to one-time (or short-term) uses.

- B. **General Reserve.** This reserve is maintained at a level of \$1,000,000 with interest earned on that balance segregated for use at the Council's direction.
- C. **Major Asset Replacement and Repair Reserve.** Similar to the General Reserve Fund, this reserve is maintained at a level of \$1,000,000 with interest earned segregated for use at the Council's direction.
- D. **Future Capital Project or Other Long-Term Goal Assignments or Commitments.** The Council may also commit or assign specific General Fund balance levels above the reserve targets above for fleet, facility, technology and equipment replacements; major repairs; future development of capital projects, unfunded liabilities and similar policy commitments and assignments for future purposes and long-term goals that it determines to be in the best interests of the City.
- E. **Other Commitments and Assignments.** In addition to the minimum targets noted above, unrestricted fund balance levels will be sufficient to meet funding requirements for programs or projects approved in prior years which are carried forward into the new year; debt service reserve requirements; commitments for encumbrances; and other restrictions, commitments or assignments required by contractual obligations, state law or generally accepted accounting principles.

Status: In Compliance. *The 2023-24 Budget projects that the ending reserve will meet or exceed policy minimums.*

FINANCIAL REPORTING AND BUDGET ADMINISTRATION

- A. **Annual Reporting.** The City will prepare annual financial statements as follows:
 1. In accordance with best practices and industry standards, the City will contract for an annual audit by a qualified independent certified public accountant. The City will strive for an unqualified auditors' opinion.
 2. The City will use generally accepted accounting principles (GAAP) in preparing its annual financial statements. The Administrative Services Director is authorized to establish Accounting Policies as needed to conform with GAAP. The City will strive to meet the requirements of the GFOA's Award for Excellence in Financial Reporting program by issuing an Annual Comprehensive Financial Report.
 3. The City will issue audited financial statements within 180 days after year-end.

4. Unexpended operating appropriations lapse at year, provided however that encumbrance balances will be carried-over and reappropriated into the following fiscal year. Project-length budgets are adopted for capital projects and accordingly unexpended/unencumbered balances will be carried over and reappropriated into the following fiscal year.
- B. **Interim Reporting.** The City will prepare and issue timely interim reports on the City's fiscal status to the Council and staff. This includes on-line access for authorized users to the City's financial management system; monthly reports to program managers; more formal quarterly reports to the Council and Department Heads; mid-year budget reviews; and interim annual reports.
- C. **Budget Administration.** The Council may amend or supplement the budget at any time after its adoption by majority vote of the Council members. Council approval is required for all new appropriations from fund balance. The City Manager has the authority to make administrative adjustments to the budget as long as those changes will not have a significant policy impact nor affect budgeted year-end fund balances.
- D. **Agenda Report Review.** A Fiscal Impact Statement will be provided with each staff report submitted to the Council as part of the agenda packet.

Status: In Compliance. *These practices are in place.*

HUMAN RESOURCE MANAGEMENT

A. Regular Staffing

1. Unless otherwise approved by the Council to achieve one-time budgetary savings, the budget will fully appropriate the resources needed for authorized regular staffing and will limit programs to the regular staffing authorized.
2. Regular employees will be the core work force and the preferred means of staffing ongoing, year-round program activities that should be performed by full-time City employees rather than independent contractors or temporary employees. The City will strive to provide competitive compensation and benefit schedules for its authorized regular workforce. Each regular employee will:
 - a. Fill an authorized regular position.
 - b. Receive salary and benefits consistent with labor agreements or other compensation plans.
3. To manage the growth of the regular work force and overall staffing costs, the City will follow these procedures:
 - a. The Council will authorize all regular positions.
 - b. Human Resources will coordinate and approve the hiring of all regular and temporary employees.

c. All requests for additional regular positions will include evaluations of:

- The necessity, term and expected results of the proposed activity.
- Staffing and materials costs including salary, benefits, equipment, uniforms, clerical support and facilities.
- The ability of temporary staff, overtime, private industry or other government agencies to provide the proposed service.
- Additional revenues or cost savings that may be realized.

B. Temporary Staffing

1. The hiring of temporary employees will not be used as an incremental method for expanding the City's regular workforce.
2. Temporary employees include all employees other than regular employees, elected officials and volunteers. Temporary employees will generally augment regular City staffing as extra-help employees, seasonal employees, contract employees, interns and work-study assistants.
3. The City Manager and Department Heads will encourage the use of temporary rather than regular employees to meet peak workload requirements, fill interim vacancies and accomplish tasks where less than full-time, year-round staffing is required. Under this guideline, temporary employee hours will generally not exceed 50% of a regular, full-time position (1,000 hours annually). There may be limited circumstances where the use of temporary employees on an ongoing basis in excess of this target may be appropriate due to unique programming or staffing requirements. However, any such exceptions must be approved by the City Manager based on the review and recommendation of the Human Resources Administrator.
4. Contract employees are defined as temporary employees with written contracts approved by the City Manager who may receive approved benefits depending on hourly requirements and the length of their contract. Contract employees will generally be used for medium-term (generally between six months and two years) projects, programs or activities requiring specialized or augmented levels of staffing for a specific period.

The services of contract employees will be discontinued upon completion of the assigned project, program or activity. Accordingly, contract employees will not be used for services that are anticipated to be delivered on an ongoing basis.

5. Temporary staffing costs are limited by the approved Budget for these positions.

C. Overtime Management

1. Overtime should be used only when necessary and when other alternatives are not feasible or cost effective.

2. All overtime must be pre-authorized by the department head or delegate unless it is assumed pre-approved by its nature. For example, overtime that results when an employee is assigned to standby and/or must respond to an emergency or complete an emergency response.
3. Departmental operating budgets should reflect anticipated annual overtime costs and departments will regularly monitor overtime use and expenditures.
4. When considering the addition of regular or temporary staffing, the use of overtime as an alternative will be considered. The department will consider:
 - a. The duration that additional staff resources may be needed.
 - b. The cost of overtime versus the cost of additional staff.
 - c. The skills and abilities of current staff.
 - d. Training costs associated with hiring additional staff.
 - e. The impact of overtime on existing staff.

D. Private Sector Independent Contractors

Private sector independent contractors are not City employees. They may be used in two situations:

1. Short-term, peak workload assignments to be accomplished using personnel contracted through an outside temporary employment agency (OEA). In this situation, it is anticipated that City staff will closely monitor the work of OEA employees and minimal training will be required. However, they will always be considered the employees of the OEA and not the City. All placements through an OEA will be coordinated through Human Resources and subject to the approval of the Human Resources Administrator.
2. Construction of public works projects and delivery of operating, maintenance or specialized professional services (such as attorneys, architects, fiscal advisors, bond counsel, engineers, scientists and other consultants) not routinely performed by City employees. Such services will be provided without close supervision by City staff, and the required methods, skills and equipment will generally be determined and provided by the contractor. Contract awards will be guided by the City's purchasing policies and procedures.

Status: In Compliance. *These procedures are in place.*

Approved: _____

Dave Durlinger, City Manager

Effective Date _____

6/27/23

ATTACHMENT B
BUDGET SUMMARY AND DETAIL BY FUND

City of Carpinteria
Fiscal Year 2024-25 Operating Budget
Proposed Balancing

	Discretionary Fund	Library Fund	Park Maintenance Fund	Right-of-Way Assessment District Fund	AB 939 Fund	Recreation Services Fund	PEG Fees Fund	Total
Revenue								
Property Taxes	\$ 5,269,500	\$ -	\$ 159,100	\$ 50	\$ -	\$ -	\$ -	\$ 5,428,650
Sales Tax	2,166,000	-	-	-	-	-	-	2,166,000
Measure X	3,776,000	-	-	-	-	-	-	3,776,000
Transient Occupancy Taxes	3,458,000	-	-	-	-	-	-	3,458,000
Franchises	721,800	-	-	-	-	-	-	721,800
Business License Taxes	65,000	-	-	-	-	-	-	65,000
Special Assessment	-	-	20,400	198,400	-	-	-	218,800
Licenses and Permits	307,400	-	-	-	-	-	-	307,400
Fines & Forfeitures	56,500	-	-	-	-	-	-	56,500
Intergovernmental	388,000	156,000	65,000	-	-	8,750	-	617,750
Charges for Services	337,500	3,000	15,000	-	295,000	538,000	34,000	1,222,500
Interest	100,000	-	-	-	-	-	-	100,000
Miscellaneous	72,300	81,500	4,000	-	-	-	3,000	160,800
Total Revenue	16,718,000	240,500	263,500	198,450	295,000	546,750	37,000	18,299,200
Expenditure								
Ongoing Costs								
Personnel Costs	4,967,300	546,850	208,950	121,550	299,150	808,300	4,750	6,956,850
Sheriff Costs	6,999,200	-	-	-	-	-	-	6,999,200
Professional Services	1,590,900	117,350	-	-	15,000	10,550	55,700	1,789,500
Contract Services	363,650	43,200	272,800	165,900	37,000	91,800	21,700	996,050
Utilities	100,150	17,600	162,300	63,400	7,200	161,550	-	512,200
Other Operating Expenses	1,076,000	144,150	58,500	40,000	45,350	128,650	750	1,493,400
Total Ongoing Costs	15,097,200	869,150	702,550	390,850	403,700	1,200,850	82,900	18,747,200
One-Time Costs	365,000	20,000	33,000	1,500	100,000	70,000	15,000	604,500
Total Expenditures	15,462,200	889,150	735,550	392,350	503,700	1,270,850	97,900	19,351,700
Revenue Over/(Under) Expenditures	1,255,800	(648,650)	(472,050)	(193,900)	(208,700)	(724,100)	(60,900)	(1,052,500)
Add One-Time Costs	365,000	20,000	33,000	1,500	100,000	70,000	15,000	604,500
Operating Surplus/(Deficit)	1,620,800	(628,650)	(439,050)	(192,400)	(108,700)	(654,100)	(45,900)	(448,000)
Recommended Cuts	439,000	-	9,000	-	-	-	-	448,000
Proposed Budget	\$ 2,059,800	\$ (628,650)	\$ (430,050)	\$ (192,400)	\$ (108,700)	\$ (654,100)	\$ (45,900)	\$ -

**City of Carpinteria
FY 2024-25 Operating Budget
Discretionary Funds 101 & 104**

Personnel Costs

Full-Time Staff	\$ 4,765,200
Part-Time Staff	42,300
Elected Officials	159,800

Professional Services

Agewell Services	33,000
Animal Control Services	24,000
Annual Workplan	35,000
Audit & Financial Reporting	52,600
Business Licenses Services	30,000
Community Satisfaction Survey (Recommended to Remove)	15,000
D.E.I. Services	58,100
Digital Media & PR	85,000
Election Costs	41,000
HR Related Services	20,000
IT Services	82,550
Legal Services	765,000
Legal Services (Recommended to Reduce)	150,000
Other Professional Services	40,400
Pension Trust Analysis (Recommended to Remove)	15,000
Planning Services	102,250
SAFE Parking Program	42,000

Contract Services

City Clerk Records Management Software (New)	50,000
Emergency Preparedness	10,000
Executive Assistance (Recommended to Remove)	24,000
Janitorial Services	63,400
Landscaping Maintenance	12,500
Other Various Contract Services	54,250
Recruitment Contract Services (Recommended to Remove)	35,000
Sheriff Contract & Related Expenditures	6,799,200
Sheriff Community Resource Deputy (Recommended to Remove)	200,000
Software Services Ongoing	81,000
Tree Maintenance & Replacement	3,500
Watershed Management	30,000

Utilities

100,150

Other Operating Expenses

Advisory Board Stipend	10,000
Community Service Grants	141,550
Dues & Subscriptions	47,150
Equipment/Office Rent	20,000
HR Related Services	22,900
Insurance	514,700

Parklets Subsidy	31,000
PC Replacements	10,000
Printing & Advertising	48,450
Staff Training, Meetings & Travel	94,700
Supplies & Materials	124,450
Vehicle Costs (Fuel / Maintenance)	11,100
One-Time Costs	
General Plan Update (Grant Offset)	200,000
Housing Element Rezone	100,000
M.O.V.E. Santa Barbara (Grant Offset)	40,000
PW Yard Security Gate	25,000
	<u>\$ 15,462,200</u>

City of Carpinteria
FY 2024-25 Operating Budget
Library Fund 202

Personnel Costs

Full-Time Staff	\$ 415,800
Part-Time Staff	131,050

Professional Services

IT Services	22,350
Library Programs/Operating Services	95,000

Contract Services

Building Contract Services	15,550
Janitorial Services	20,650
Landscaping Maintenance	2,500
Library Contract Services	4,500

Utilities

17,600

Other Operating Expenses

Advisory Board Stipend	2,250
Dues & Subscriptions	1,000
Library Books	46,000
Library Digital Materials	40,000
Library Other Supplies	32,000
Library Periodicals	4,000
PC Replacements	3,000
Printing & Advertising	4,500
Staff Training	5,700
Supplies & Materials	5,700

One-Time Costs

Library Toilets Replacement	20,000
	<u>\$ 889,150</u>

City of Carpinteria
FY 2024-25 Operating Budget
Park Maintenance Fund 204

Personnel Costs

Full-Time Staff	\$	164,950
Part-Time Staff		44,000

Contract Services

Equipment Rental	4,000
HSAC - Outreach Program	9,000
Janitorial Services	40,800
Landscaping Maintenance	144,800
Miscellaneous Repairs & Maintenance	22,700
Tree Maintenance & Replacement	21,500
Winter Berm	30,000

Utilities 162,300

Other Operating Expenses

Janitorial Supplies	8,500
Landscaping Supplies	31,000
Supplies & Materials	16,000
Vehicle Costs (Fuel / Maintenance)	3,000

One-Time Costs

El Carro Park Fixtures	5,000
COSMAB/HSAC - Unified Sign Program	28,000

\$	735,550
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City of Carpinteria
FY 2024-25 Operating Budget
Right-of-Way Assessment District Fund 209

Personnel Costs

Full-Time Staff	\$	101,950
Part-Time Staff		19,600

Contract Services

Equipment Rental	20,000
Janitorial Services	55,000
Landscaping Maintenance	80,900
Miscellaneous Repairs & Replacements	10,000

Utilities

63,400

Other Operating Expenses

Irrigation Repairs	20,000
Janitorial Supplies	5,000
Shop Supplies & Materials	15,000

One-Time Costs

Electric Grinders	1,500
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\$	392,350
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**City of Carpinteria
FY 2024-25 Operating Budget
AB 939 Fees Fund 211**

Personnel Costs	
Full-Time Staff	\$ 299,150
Professional Services	
Solid Waste Services	15,000
Contract Services	
Clean Harbors (ABOP & HHW)	37,000
Utilities	7,200
Other Operating Expenses	
Printing & Advertising	8,850
Replacement of Public R-O-W Trash Cans	35,000
Supplies & Materials	1,500
One-Time Costs	
AB 1383 Funding for Staff	52,000
Street Sweeping	48,000
	<u>\$ 503,700</u>

City of Carpinteria
FY 2024-25 Operating Budget
Recreation Services Fund 213

Personnel Costs	
Full-Time Staff	\$ 421,050
Part-Time Staff	387,250
Professional Services	
IT Services	10,550
Contract Services	
Building Contract Services	19,750
Janitorial Services	44,750
Landscaping Maintenance	17,300
Miscellaneous Repairs & Replacements	8,000
Tree Maintenance & Replacement	2,000
Utilities	161,550
Other Operating Expenses	
Dues & Subscriptions	2,500
Janitorial Supplies	4,000
Landscaping Supplies	14,500
Pool Chemicals	45,000
Recreation Services Software Subscription	13,250
Staff Training	7,000
Supplies & Materials	40,900
Swim Meets	1,500
One-Time Costs	
Fire Sprinklers & Backflow	30,000
Vets Hall Stove	15,000
Vets Hall Stage	25,000
	<u>\$ 1,270,850</u>

City of Carpinteria
FY 2024-25 Operating Budget
PEG Fees Fund 217

Personnel Costs	\$	4,750
Professional Services		
CableCast Closed Captioning		3,700
Gracenote		1,000
Special Video Project		1,000
TVSB Contract		50,000
Contract Services		
Council Chamber Repairs		10,000
Software Agreements		11,700
Other Operating Expenses		
Dues & Subscriptions		750
One-Time Costs		
Outreach		15,000
	\$	<u>97,900</u>



City of Carpinteria

COUNCIL AGENDA STAFF REPORT June 10, 2024

ITEM FOR COUNCIL CONSIDERATION

Continuation of Public Hearing for Approval of Procurement Policy and Municipal Code Update.

STAFF RECOMMENDATION

Open the public hearing, receive public comment, keep public hearing open, and continue the public hearing for approval of the Procurement Policy and Municipal Code Update to the June 24, 2024 Council meeting.

Sample Motion: I move to continue the public hearing for approval of the Procurement Policy and Municipal Code Update to the June 24, 2024 Council meeting.

BACKGROUND/DISCUSSION

The public hearing notice for this agenda matter was published in the Coastal View News on May 30, 2024. Since the public hearing was noticed, but the Purchasing Policy and Municipal Code Update is not ready at this time, staff requests the City Council open the public hearing tonight, receive any public comment, and keep the public hearing open and continue the matter to the regular Council meeting of June 24, 2024.

ATTACHMENTS

None.

Staff contact:

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


Signature

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


Signature

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



Signature



Take Action

[Home](#) / [Advocacy](#) / [Take Action](#)

Homelessness and affordable housing programs at risk in State Budget

Call your Assembly Member and Senator **TODAY**, urging them to **invest state funding to address homelessness** and **reject the proposed budget cuts to affordable housing programs. AND** voice your **opposition to AB 3093 (Ward) unless amended** to address cities' concerns.

[Learn more](#)

Support AB 817 (Pacheco) Provides a narrow teleconferencing exemption under the Brown Act for nondecision-making bodies

AB 817 would provide a narrow exemption under the Brown Act for nondecision-making legislative bodies to participate in online public meetings without posting their location. This legislation removes barriers to participate in local government and seeks to create a pathway for increased, diverse community input. **AB 817 is set to be heard in the Senate Local Government Committee on June 5.** If you have a Senator on the Senate Local Government Committee, **call them** and request their AYE vote on AB 817.

[AB 817 \(Pacheco\) sample support letter](#)

Oppose SB 1116 (Portantino) Unemployment Insurance: Strikes and AB 2404 (Lee) Sympathy Strikes

SB 1116 (Portantino)

This bill will be heard in Senate Appropriations on Thursday, May 16. If you are represented by a Senator who serves on Senate Appropriations, **CALL YOUR SENATOR** to voice your opposition before Thursday.

AB 2404 (Lee)

This bill will be heard in Assembly Appropriations on Thursday, May 16. If you are represented by an Assembly Member who serves on Assembly Appropriations, **CALL YOUR ASSEMBLY MEMBER** and voice your opposition before Thursday.

If these measures advance to the floor, ALL legislators need to hear from their cities. Please send **CITY LETTERS OF OPPOSITION as soon as possible.**

[SB 1116 \(Portantino\) sample opposition letter](#)

[AB 2404 \(Lee\) sample opposition letter](#)

SB 1037 (Wiener) and AB 1886 (Alvarez)

Together, these measures would unfairly subject cities acting in good faith to fines up to \$50k per month for violating unspecified housing laws and encourage builder's remedy projects that do not adhere to local zoning standards. Voice your **CITY'S OPPOSITION TODAY** by submitting a letter to your Senator on SB 1037 and submitting a letter to your Assembly Member on AB 1886.

[SB 1037 sample opposition letter](#)

[AB 1886 sample opposition letter](#)

Retail Theft Legislation

Fifteen bills are moving through the Legislature that will make meaningful statutory changes to address the increase in retail theft. Cal Cities has a support or support if amended position on each bill, but lawmakers need to hear from their cities on this critical issue.

Voice your **SUPPORT** for these bills by submitting a letter **as soon as possible**. These bills are moving through various parts of the legislative process, please use the links to the sample letters provided below to ensure your city's voice is most effective.

[Sample letters](#)

State Ballot Measure Restricting Voters' Input and Local Taxing Authority

The anti-local control California Business Roundtable measure has qualified for the November 2024 ballot. This anti-local control measure will decimate vital local and state services to the benefit of the largest and wealthiest corporations in California. Cal Cities, along with a broad coalition of local governments, labor, public safety, education, and infrastructure advocates, strongly oppose this initiative.

Make sure your city's voice is heard by adopting a resolution opposing the harmful measure. Adopted city resolutions can be sent to BallotMeasures@calcities.org. For information about how the measure could impact your community, contact your local public affairs manager.

[Contact your regional public affairs manager](#)

[Sample opposition resolution](#)

[Sample opposition letter](#)