

City of Carpinteria
City Council Regular Meeting Agenda
Monday, September 9, 2024
Council Chamber, 5775 Carpinteria Avenue, Carpinteria, CA 93013

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

Attendance/Viewing Options:

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

Public Comments

- Provide a live public comment in City Council Chambers at City Hall (5775 Carpinteria Ave.).
- Provide a live comment through the City's Zoom webinar platform (through the link provided above). To make public comments through this platform please use the "raise your hand" feature to notify staff that you would like to make a public comment during designated public comment times. Once it is your turn to provide a public comment, staff will unmute your microphone and you will be given a designated amount of time to provide your comment. At the end of your comment, staff will once again mute your microphone.
- Submit a written comment (as either a general public comment or on a specific agenda item) to be distributed to Council Members by **12:00 P.M. on the day of the meeting** by either submitting your comment via (1) email to PublicComment@carpinteriaca.gov, or (2) the **eComment** link on the City's agenda website available at <https://carpinteriaca.gov/city-hall/agendas-meetings/>. Please reference the agenda item to which your comment pertains. Although written comments become part of the record, they will not be read aloud at the meeting.

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

Levine Act Warning

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

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

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

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

INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS

1. Proclamation Declaring September 15, 2024 to October 15, 2024 as Hispanic Heritage Month. *(Requires approval prior to presentation of proclamation.)*
2. Proclamation Proclaiming September 2024 as “Suicide Prevention” Month. *(Requires approval prior to presentation of proclamation.)*
3. Proclamation Designating the Week of September 8 – 14, 2024 as “Celebrate Community Week.” *(Requires approval prior to presentation of proclamation.)*
4. Introduction of new employee Ryan Benson, Limited-Term Management Analyst.
5. Introduction of new Chief of Police, Lieutenant Rich Brittingham with the Santa Barbara County Sheriff’s Department.

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.

6. Approve the minutes of the regular meeting held August 26, 2024.
7. Receive and file the Expenditures for the period beginning August 19, 2024 and ending August 30, 2024.

ADMINISTRATIVE MATTERS:

8. First Amendment to Agreement Between Carpinteria Skate Foundation and the City of Carpinteria for Skate Park Youth Services.

Recommendation: Authorize the City Manager to execute the first amendment to the agreement with the Carpinteria Skate Foundation.

Staff Presenter: Jeanette Gant, Parks, Recreation & Community Services Director

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

PUBLIC HEARING: NONE

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

MATTERS CONTINUED FROM PREVIOUS MEETINGS: NONE

OTHER BUSINESS:

9. Annual Report on Law Enforcement Services.

Recommendation: Receive and file the report.

Staff Presenter: Lt. Rich Brittingham with the Santa Barbara County Sheriff's Department.

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

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

COMMITTEE REPORTS, INQUIRIES AND OTHER MATTERS PRESENTED BY COUNCILMEMBERS

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

1. Appointees to Other Government Agencies

- a. Beach Erosion Authority for Clean Oceans and Nourishment (BEACON) (Solórzano/Alt. Clark)
- b. California Joint Powers Insurance Authority (CJPIA) (Clark/Alt. Alarcon)
- c. Santa Barbara County Association of Governments (SBCAG)(Clark/Alt. Nomura)
- d. Santa Barbara County Air Pollution Control District (APCD)(Clark/Alt. Nomura)
- e. Central Coast Community Energy (3CE) (Goleta/Alt. Nomura)
- 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. Civic/Youth Engagement Committee (Lee & Nomura)
 - b. Harbor Seal Advisory Committee (Solórzano & Alarcon)
 - c. 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 September 23, 2024 at 5:30 p.m.

In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, please contact the City Clerk's Office at (805) 755-4403 or the California Relay Service at (866) 735-2929. Notification two business days prior to the meeting will enable the City to make reasonable arrangements for accessibility to this meeting.

Materials related to an agenda item submitted to the City Council after distribution of the agenda packet are available for public review at the City Clerk's Office, located at 5775 Carpinteria Avenue, Carpinteria, CA 93013 or by going to the City's website at <https://carpinteriaca.gov/city-hall/agendas-meetings/>.

This agenda was posted on Wednesday, September 4, 2024, in the City Clerk's Office, on the City Hall Public Notices Board, and on the Internet.



**A PROCLAMATION OF THE CITY COUNCIL OF
THE CITY OF CARPINTERIA DECLARING
SEPTEMBER 15, 2024 TO OCTOBER 15, 2024 AS
HISPANIC HERITAGE MONTH**

WHEREAS, Hispanic culture constitutes the foundation of the history of the State of California and the Southwest region of the United States, and Hispanics are justly proud of their rich and diverse cultural heritage, having made positive contributions to the social, artistic, linguistic, and intellectual aspects of our society; and

WHEREAS, generations of proud, hardworking, enterprising Hispanics have contributed to and have strengthened our communities, with countless achievements, and their abiding values in the home and family; and

WHEREAS, Hispanics increasingly impact the political, economic and social growth of our community and state, and constitute approximately 43% of the City's total population, and approximately 40% statewide per the U.S. Census Bureau; and

WHEREAS, as we observe Hispanic Heritage Month, the City encourages all members of the community to recognize the accomplishments and contributions of Hispanics in our community, and the importance of social justice and fair representation for the Hispanic community in all aspects of City life and experience.

NOW, THEREFORE, the City Council of the City of Carpinteria does hereby declare the period September 15, 2024, to October 15, 2024 as **"Hispanic Heritage Month"** in the City of Carpinteria in recognition of the many contributions Hispanics have made to Carpinteria, California and the country, and to promote greater awareness of the rich history and culture of the Hispanic community.

IN WITNESS THEREOF, the Mayor hereunto set their hand and caused the official seal of the City of Carpinteria, California, to be affixed this 9th day of September, 2024.

ATTEST:

Al Clark, Mayor
City of Carpinteria

Brian C. Barrett, CMC, CPMC
City Clerk





**A PROCLAMATION OF THE CITY COUNCIL OF
THE CITY OF CARPINTERIA PROCLAIMING
SEPTEMBER 2024 AS "SUICIDE PREVENTION"
MONTH**

WHEREAS, this Proclamation recognizes suicide as a public health problem, and suicide prevention as a community responsibility, and designates and proclaims the month of September 2024 as "Suicide Prevention Month" and recognizes the need to address suicide prevention on a daily basis. This is in support and recognition of the ongoing need to address issues of anxiety, depression and suicide; and

WHEREAS, mental health experts are firmly convinced that suicide is preventable through awareness, education, support and treatment; and

WHEREAS, the City promotes awareness of the importance of tending to our mental health, as it is essential, and acknowledges that those living with mental health disabilities are deserving of care, understanding, compassion, and pathways to hope, healing, recovery, fulfillment, and inclusivity; and

WHEREAS, when mental health well-being is centered and promoted, the risk of suicide is decreased; and

WHEREAS, suicide is a serious public health problem that can have lasting harmful effects on individuals, families, and communities; and there are many factors that contribute to suicide; the goal of suicide prevention is to reduce the factors that increase risk and increase factors that promote resilience; and

WHEREAS, the suicide risk has become a more significant concern over the past few years as individuals navigated a global pandemic; adjusted to a new normal; experienced complex trauma, loss, and grief; and endured increased isolation, unemployment, and many other distressing life events; and

WHEREAS, the City emphasizes the importance of the community taking time to center themselves and do the things necessary to prioritize their mental well-being and encourage the community to utilize the tools, education, and resources offered to practice self-care and mental wellness; and

WHEREAS, the City works collaboratively with Santa Barbara County Department of Behavior Wellness, County Public Health and HopeNet of Carpinteria, and appreciates the resources and services they offer to the Carpinteria community in preventing suicide.

NOW, THEREFORE, the City Council of the City of Carpinteria does hereby proclaim that September 2024 be known as "**Suicide Prevention Month**" and recognize the need to address suicide prevention on a daily basis in the City of Carpinteria.

IN WITNESS THEREOF, the Mayor hereunto sets their hand and caused the official seal of the City of Carpinteria, California, to be affixed this 9th day of September 2024.

ATTEST:

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



Al Clark, Mayor
City of Carpinteria



**A PROCLAMATION OF THE CITY COUNCIL OF
THE CITY OF CARPINTERIA DESIGNATING THE
WEEK OF SEPTEMBER 8 – 14, 2024 AS
“CELEBRATE COMMUNITY” WEEK**

WHEREAS, the Kiwanis International, Lions Club International, Optimist International, and Rotary International service organizations have partnered together in support of Celebrate Community to focus on local community service, and

WHEREAS, the aim of Celebrate Community is to encourage service clubs to reach out to one another to work together on projects that improve and benefit local communities; and

WHEREAS, in recognition of Celebrate Community, Carpinteria service organizations are planning to partner on local service projects related to health and wellness, food insecurity and hunger, education and literacy, and the environment; and

WHEREAS, the City of Carpinteria City Council wishes to recognize the important role local service organizations have in building and maintaining communities by declaring a Celebrate Community Week; and

WHEREAS, Celebrate Community Week makes a difference by bringing attention to the important work of local service organizations and making positive changes in our community and the world through service projects.

NOW, THEREFORE, the City Council of the City of Carpinteria does hereby designate the week of September 8 – 14, 2024 as **“Celebrate Community Week”** in the City of Carpinteria to recognize the hardworking efforts Carpinteria service organizations provide to the community.

IN WITNESS THEREOF, the Mayor hereunto sets their hand and caused the official seal of the City of Carpinteria, California to be affixed this 9th day of September, 2024.

ATTEST:

Al Clark, Mayor
City of Carpinteria

Brian C. Barrett, CMC, CPMC
City Clerk



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

REGULAR MEETING AGENDA
MONDAY, SEPTEMBER 9, 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. Proclamation Proclaiming September 2024 as “Library Card Sign-Up” Month.
5. Approval of minutes of the regular meeting held July 8, 2024.
6. September 2024 Community Library Report.

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

The Carpinteria Library Board of Trustees agenda and any associated staff reports will be available on Thursday, September 5, 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 September 9, 2024. Please see “[TEMPORARY ADJOURNMENT FOR THE PURPOSE OF HOLDING THE MONTHLY MEETING OF THE CARPINTERIA LIBRARY BOARD OF TRUSTEES](#).” Details and procedures on how to provide public comment and participate in the meeting through telephonic means are available on the posted City Council agenda at <https://carpinteriaca.gov/city-hall/agendas-meetings/>.

In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, please contact Brian Barrett, City Clerk at brianb@carpinteriaca.gov or (805) 755-4403. Notification two business days prior to the meeting will enable the City to make reasonable arrangements for accessibility to this meeting. This agenda was posted on Wednesday, September 4, 2024, in the City Clerk’s Office, on the City Hall Public Notices Board, and on the Internet.



**A PROCLAMATION OF THE CARPINTERIA
LIBRARY BOARD OF TRUSTEES PROCLAIMING
SEPTEMBER 2024 AS "LIBRARY CARD SIGN-UP"
MONTH**

WHEREAS, the month of September is recognized as Library Card Sign-Up Month nationwide; and

WHEREAS, libraries provide a learning environment that fosters exploration, encouraging all ages to research subjects that they are genuinely curious about; and

WHEREAS, librarians create welcoming and inclusive spaces for people of all backgrounds to learn together and engage with one another; and

WHEREAS, libraries provide a variety of books and resources to serve everyone in the community, making knowledge and ideas available so that people have the freedom to choose what to read; and

WHEREAS, a library card empowers all people to explore new passions and interests; and

WHEREAS, libraries are continually transforming to deliver new services that connect closely with community needs.

NOW THEREFORE, the Carpinteria Library Board of Trustees hereby proclaims the month of September 2024 as "Library Card Sign-Up" Month in Carpinteria and encourages all residents to sign up for their own library card today.

IN WITNESS THEREOF, the President of the Carpinteria Library Board of Trustees hereunto sets their hand and caused the official seal of the City of Carpinteria, California to be affixed this 9th day of September, 2024.

ATTEST:

Al Clark, President
Carpinteria Library Board of Trustees

Brian C. Barrett, CMC, CPMC, Secretary
Carpinteria Library Board of Trustees



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

REGULAR MEETING MINUTES
MONDAY, JULY 8, 2024

1. Call to order and roll call.

President Clark called the meeting to order at 5:40 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 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

There was no public comment.

4. Approval of minutes of the regular meeting held June 10, 2024.

There was no public comment.

Motion by Vice President Alarcon, seconded by Boardmember Nomura, to approve the minutes of the regular meeting held June 10, 2024. Upon voice vote, the motion carried unanimously.

5. July 2024 Community Library Report.

Recommendation: Receive and file the report.

City Librarian Thomas presented the staff report.

Speakers in-person: Rogelio Delgado and Fred Shaw

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

6. New Business & Discussion.

There was no new business nor discussion.

7. Adjournment.

President Clark adjourned the meeting at 6:00 pm.

Brian C. Barrett, CMC, CPMC, Secretary



City of Carpinteria

LIBRARY BOARD OF TRUSTEES AGENDA STAFF REPORT September 9, 2024

ITEM FOR LIBRARY BOARD OF TRUSTEES CONSIDERATION

September 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.

The purpose of this agenda item is to provide Council an update on the Library's programs, outreach efforts and staff changes.

DISCUSSION

Program Updates

Summer Reading Program: This program ran from June 10 to August 16 and engaged a total of 245 individual participants. Many children attended weekly to report on their progress and to collect incentive prizes, ranging from butterfly nets to temporary tattoos. The program concluded with a music concert for families, grand prize announcements, and a photo booth. Plans are already underway for next year's summer program.

World's Safest Bingo: Held on Thursdays at 6 p.m. during July and August, this program attracted participants of all ages to City Beach (Linden Avenue) where the program was held. Two Council members served as guest callers, and participants included residents, visitors, and campers from the State Park. Special recognition is given to Lisa Guravits and Fred Shaw for bringing the program to Carpinteria and for volunteering over the last two

summers to organize and run the events. Also, special thanks to the Friends of the Carpinteria Library for generously providing prizes for each event.

Computer Classes: The Library is currently hosting Santa Barbara Partners in Education Basic Computer classes on Monday and Wednesday evenings for six weeks. There are two separate classes, one conducted in English and one in Spanish. Approximately 40 students are enrolled, and each participant will receive a new Chromebook at the end of the program. These classes, and the computer gift, promote information literacy and support patrons in gaining access to essential resources such as medical information and job searches.

Homework Help: With the resumption of the school year, many families are seeking homework support, and the library offers a resource designed to assist. Homework Help is an online platform available daily from 1:00 p.m. to 10:00 p.m., providing live tutors for nearly every subject. Students of any age can log in to the platform from home or at the library, specify their grade level and subject, and get connected to an appropriate tutor. Tutors, typically teachers or graduate students, collaborate with students to address their needs. Math problems are solved on a digital whiteboard, and writing assignments are returned with edits and suggestions within 24 hours. Homework Help was initially funded by the California State Library during the pandemic and is now supported by the City through the Library, with access provided via the Library's webpage.

Homeschooling Resources: In addition to Homework Help, the Library maintains a resource page for homeschoolers. Available through the Library's website, this resource page provides information on connecting with local homeschooling groups and accessing useful resources for new homeschoolers.

Statistics: Since 2022, Library usage has increased approximately threefold. Circulation has risen by 10% compared to the same period last year.

Staff Updates

Association of Rural and Small Libraries Conference: The City Librarian will attend the national conference for small and rural libraries in September (ARSL Conference). This conference gathers library directors and staff from small libraries nationwide to exchange best practices, ideas, and cost-effective strategies for delivering a wide range of services.

Donation: The Friends of the Carpinteria Library have received an anonymous restricted donation of \$50,000. This gift, made in honor of John R. and Thelma L. Schmidhauser and their love for reading, learning, and the City of Carpinteria, will be used to support a Literacy Coordinator for 10 hours per week for up to three years. This position will focus on expanding the adult literacy program and initiating a family literacy program. By the end of the three-year period, the Library aims to become part of the California Library Literacy Services, supported by the California State Library. This generous contribution to the Friends will enable the development of the program to transition to State support.

POLICY CONSISTENCY

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

FINANCIAL CONSIDERATIONS

All resources and activities are budgeted in the FY2024-2025 Library budget.

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

Gaby Edwards, Friends of the Carpinteria Library Board President

ATTACHMENTS

None.

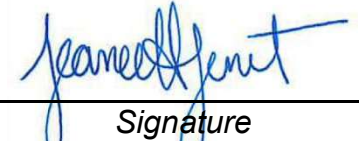
Staff contact: Jody Thomas, City Librarian
(805) 684-4314, jodyt@carpinteriaca.gov

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

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

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

 for
Signature


Signature


Signature


Signature

Memorandum



Date: September 5, 2024
To: Michael Ramirez, City Manager
From: Chief Rich Brittingham
Subject: City of Carpinteria – September 2024, Monthly Report
cc: Ryan Kintz, Assistant to the City Manager

City of Carpinteria Chief's Recap

Suspicious Subject/5150 Hold, 5141 Carpinteria Ave Wed, 08/07/24, 10:22 am

Deputies responded to a call of a male following a female. [REDACTED] was contacted by deputies; he matched the description on the call. Deputies have had multiple encounters with [REDACTED] in the last two weeks. [REDACTED] believes he is being followed, his cell phones are being hacked, and someone is placing air tags on his vehicle. [REDACTED] admitted taking photos of VIN numbers on various vehicles and being suspicious of many individuals in town. CIT responded and placed him on a 5150 Hold.

Fraud Victim, Ash Av Fri, 08/09/24, 11:03 am

The victim contacted the fraud artists to remove a fraudulent computer program from her computer. The victim spoke with three unknown suspects that eventually wired the victim \$25,000 and was instructed by the suspects to cash \$24,000. They were arranging to pick up the money from the victim later that evening until they got spooked by hearing another person in the victim's residence. Victim called 911 on 08/09/2024 and wanted to report the fraud. Deputy instructed the victim to return the money and helped guide the victim through the process at the bank.

DUI Driver, 5351 Carpinteria Ave**Sun, 08/18/24 9:25 pm**

While responding to a call for service, deputies observed a white sedan drive on the sidewalk and onto the front lawn of Carpinteria Middle School, located at 5351 Carpinteria Avenue, Carpinteria. This was in violation of 21663 CVC—driving on the sidewalk. While speaking to the driver, [REDACTED], Deputies observed an odor of an alcoholic beverage along with observations of red watery eyes. After FST's were conducted, [REDACTED] submitted to a breath test (0.10/0.10 % BAC) The vehicle was towed pursuant to 22651(h) VC and the driver was arrested.

Stolen Gas, 3663 Via Real**Fri, 08/23/24 4:26 pm**

The security guard at McCormix Diesel, reported a grand theft that occurred at 0130 hours and 0430 hours, which involved four separate suspects and three different vehicles. RP stated that 20,000 dollars' worth of diesel was stolen. (Later determined to be approx. \$10,000 worth of gas).

Robbery of an Uber Driver, Arbol Verde @ Concha Loma**Sat, 08/25/24 12:50 am**

Deputies responded to a 211 PC investigation at Arbol Verde @ Concha Loma Dr. Dispatched advised an Uber driver was assaulted and robbed by his fare, 2 males and 2 females. Through the investigation, it was discovered this was not a 211, but a 487 PC and a 245PC investigation. The victim reported he attempted to leave the subjects at the location because they were 415 with him. Once doing so, the subjects assaulted him and took his cellphone from the center of his vehicle. The victim then tried to get the phone back but was kicked in the head by the male suspects and then struck on the head with his own cellphone. The investigation led Deputies to a residence on Calle Pacific. Deputies contacted [REDACTED] at the front door & attempted to speak with [REDACTED] as it was discovered he was the main suspect in this case. [REDACTED] refused to come to the door and refused to provide any information to Deputies. [REDACTED] then began obstructing the investigation and answering for [REDACTED]. [REDACTED] advised [REDACTED] would not be speaking with Deputies or providing any identifying information. [REDACTED] then assaulted a Deputy by backhanding him on the vest and resisted arrest but was ultimately arrested for 245PC(a)(1), 148PC(a)(1), PC243b. During this arrest, [REDACTED] appeared in the doorway but refused to exit the residence. Additional Deputies and CHP was requested Code-3 as deputies were still dealing with multiple subjects. [REDACTED] was eventually taken into custody and arrested for 245(A)(1) PC, 487pc, 148(A)(1) PC. [REDACTED] later exited the residence extremely intoxicated and refused to follow instructions or return inside the residence. She was arrested for 647(f)PC. All three subjects were transported and booked at Santa Barbara County Jail.

Found 2-year-old, 4060 Via Real**Monday, 08/26/24 6:32 pm**

Deputies responded to a found 2-year-old at Kim's Market. RP reported the juvenile had been found walking in the street on Via Real. Deputies searched the area and could not locate anyone related to the child. Approximately one hour later, grandma advised she was looking for the child. Grandma stated she had left the child with her 14-year-old sister and had taken

her grandson to football practice. When she returned, 14-year-old did not know where the child was. Juvenile and grandma were reunited. Report forwarded to Child Welfare Services.

Attempted Theft/Robbery, McDonalds

Thursday, 08/29/24 6:34 pm

Deputies responded to McDonalds for a theft investigation. Dispatch advised a female suspect, later identified as [REDACTED], had attempted to steal a donation container full of money from the cash register counter. Deputies arrived on scene and contacted [REDACTED] outside of the restaurant. [REDACTED] initially followed deputies' instructions but refused to sit down. [REDACTED] then ran from deputies but was caught after a short foot pursuit. [REDACTED] was arrested without incident for the violation of 148PC- Resisting / delaying. Through the investigation, it was discovered, the McDonald's employee attempted to retrieve the donation container, but stopped because he was frightened [REDACTED] would cause him harm. [REDACTED] could not retrieve any money from the bin, so she discarded it and fled the restaurant. [REDACTED] was arrested for the additional violation of 664/211PC. She was booked at Santa Barbara County Jail.

Community Outreach

- Deputies provided extra patrol during drop off/pick up times for local schools
- Radar trailer was utilized with School Safety messages
- CRD Dickey organized National Night Out (08/06/24)
- CRD Dickey attended homeless lunch bunch at Veteran's Hall (08/07 & 08/14/24)
- CRD Dickey assisted with ensuring Movie Night was uninterrupted as they have had issues with disturbances this Summer
- CRD Dickey conducted Active Shooter training on 08/23/24

Criminal Investigations Bureau City of Carpinteria Investigations

Case Overview (July Stats)

Number of new cases forwarded to investigations: 41

Number of cases suspended: 0

Number of cases assigned: 2

Number of cases closed by arrest: 0

Number of cases closed by other: 35

Number submitted for complaint: 0

Number of current active cases: 13

Chief's Message

Please remember to call 911 (Non-emergency number if it is not critical) immediately for a law enforcement response when crimes are committed, especially when the suspect displays violent behavior.

Calling the Non-emergency number for non-critical incidents will help prevent the 911 emergency line from being overloaded, and enable true emergency calls to connect to Dispatch.

Non-Emergency Dispatch Number:
805-683-2724

Be aware that there are a lot of SCAMMERS trying to illegally obtain your financial information. If it sounds too good to be true, with easy money involved, then there is a high probability you are being scammed, as we can see in the fraud case listed in the recap from 08/09/24. (Note: Law enforcement will not contact you asking you to pay off your arrest warrant).

Respectfully,

Rich



Rich Brittingham, Lieutenant

Santa Barbara County Sheriff's Office
South County Operations Division-Coastal
City of Carpinteria-Chief of Police Services
805-568-3388 Office
805-566-2166 Fax

MEMORANDUM



Council Meeting Date: September 9, 2024

To: Honorable Mayor and City Council

From: Michael Ramirez, City Manager

Subject: City Manager's Report

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/>

- Environmental Program Specialist – Limited Term
 - Pending Acceptance
- Parks & Facilities Attendant – Part-time
 - Deadline for first review of applications: September 19, 2024

UPDATES ON CAPITAL IMPROVEMENT PROJECTS

No updates

UPDATES ON DEVELOPMENT APPLICATIONS

County Bailard “Red Tail” Residential Development Application Deemed Complete

Community Development Department (CDD) staff recently received word from County Planning and Development (P&D) staff that the pending project application for the Bailard “Red Tail” multifamily housing development has been deemed “complete.” The completeness determination means that the County believes they now have all required information to begin the formal review and processing of the proposed project. The County has begun its comprehensive policy consistency review of the proposed project, and since elements of the proposed project would occur within the incorporated boundary of the City of Carpinteria (e.g., vehicular access, infrastructure, etc.), P&D staff have requested City staff to complete a respective City policy consistency review as well. City staff's policy consistency review is currently underway; County P&D staff has requested that the City's comments be provided to them by no later than September 17th.

OTHER CITY/COMMUNITY UPDATES

September GPUC Meeting Cancelled

The City's General Plan Update Committee (GPUC) meeting scheduled for September 16th has been cancelled to allow Long Range Planning staff and the City's General Plan Update consultant team additional time to complete updates to the administrative draft of the Land Use Element. The ongoing edits are necessary to reflect and account for changes in future new or re-development scenarios as a result of the City's approved Housing Element. Staff intends to have the updated administrative draft Land Use Element ready for public release well ahead of the next regularly-scheduled GPUC meeting on October 21st.

FEMA 90-Day Appeal and Comment Period

The Federal Emergency Management Agency (FEMA) posted a 90-Day Appeal and Comment Period for the proposed updates to the flood insurance rate maps for communities countywide, including the Carpinteria community. The 90-Day Appeal and Comment Period is an opportunity for the communities to submit comments to FEMA. The 90-Day Appeal and Comment Period Notice was posted in the Coastal View News on September 5, 2024, and the City's social media.

AgeWell Celebrates Dia De Los Abuelos

AgeWell hosted a vibrant Dia de Los Abuelos celebration on Wednesday, August 28th. This traditional Mexican holiday, dedicated to honoring grandparents, was embraced with enthusiasm by the local community. The event, which attracted over 100 attendees, featured a variety of activities. Attendees received art crafted by the girls from Girls Inc. and children shared why their grandparents hold such a special place in their lives. Guests enjoyed an array of food, and were treated to a dance performance from the Sahagun Dance Studio. Overall, the Dia de Los Abuelos celebration was a resounding success, bringing joy and unity to all who participated.

Saturday Excursion, End of Summer Poolside Picnic

AgeWell dove into the Carpinteria Community Pool on Saturday, September 7th from 11:00 a.m. to 1:00 p.m. for the end-of-summer poolside bash. Participants packed their favorite brown bag lunches, grabbed their swimsuits, and enjoyed a refreshing day of fun and relaxation. It was a splash-tastic time for all.

Ocean Beach Services

Swim Platforms and buoys were removed by Aquatics staff, with support from the Public Works Department, on Tuesday, September 3. Beach lifeguards will continue to provide service on weekends-only through October 6.

MEMORANDUM

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



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

1) Ebeling-Van Der Kar Lot Split

Planner: Brian Banks

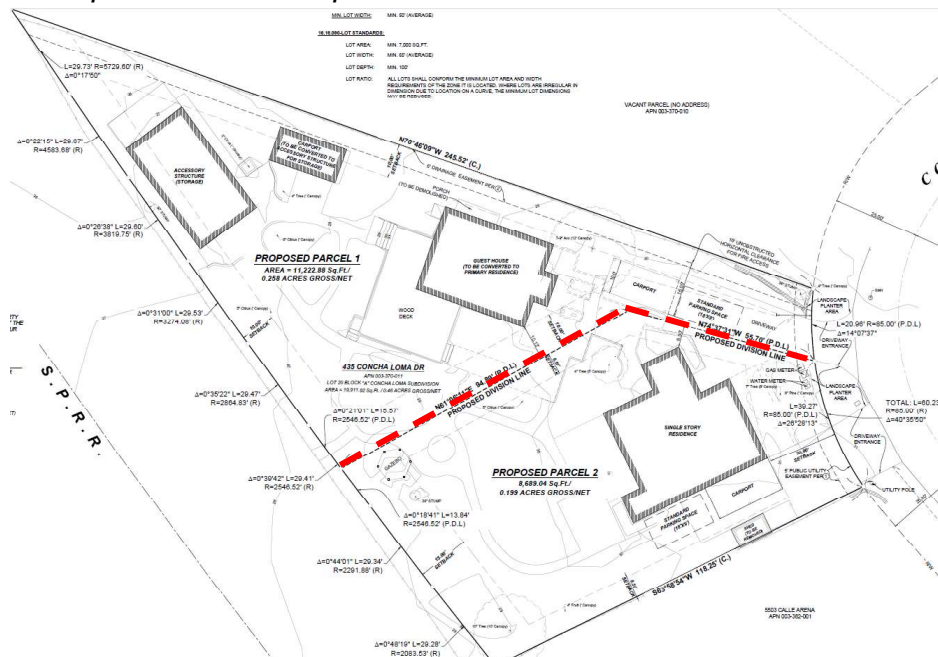
Project: 23-2264-TPM/VAR/CDP

Address: 435 Concha Loma Drive

Applicant: Kaitlyn Earnest, SEPPS, for Carolyn Ebeling and Suan Van Der Kar

Hearing on the request of Kaitlyn Earnest, SEPPS, to consider Project 23-2264-TPM/VAR/CDP (application filed November 30, 2023) for a Tentative Parcel Map (TPM 25,204) to subdivide the existing 19,912 square foot lot into two parcels of 11,236 square feet and 8,689 square feet in size, respectively, in the 6-R-1 Zone District and a Variance from the setback requirements, covered parking, and parking location requirements under the provisions of Carpinteria Municipal Code (CMC) §14.12 – Single-Family Residential District, §14.70 – Variances, and Chapter 16 – Subdivisions; and to approve an Exemption pursuant to §15303, §15315, and §15061 of the California Environmental Quality Act (CEQA) Guidelines. The application involves APN 003-370-011, addressed as 435 Concha Loma Drive.

The Planning Commission voted 4-0 to approve the Tentative Parcel Map, Variance and Coastal Development Permit as presented.



**City of Carpinteria
City Council Minutes
Regular Meeting
Monday, August 26, 2024
Council Chamber, 5775 Carpinteria Avenue, Carpinteria, CA 93013
In-Person and Virtual**

CALL TO ORDER

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

ROLL CALL

Councilmembers present:

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

Staff members present:

Michael Ramirez, City Manager
Jena Shoaf Acos, on behalf of Brownstein Hyatt Farber
Schreck, LLP acting as City Attorney of the City
of Carpinteria
Brian C. Barrett, City Clerk
Licette Maldonado, Administrative Services Director
Noah Alvara, Accounting Technician
Nick Bobroff, Community Development Director
John L. Ilasin, Public Works Director
Stephon L. Downes, Management Analyst II
Jeanette Gant, Parks, Recreation & Community
Services Director

PLEDGE OF ALLEGIANCE

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

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

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

AGENDA MODIFICATIONS: NONE

INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS

1. Presentation on Master Plan for Aging.

Margaret Weiss, Coordinator, Master Plan for Aging, Independent Living Resource Center provided the PowerPoint presentation and she and Barbara Finch, Director, Adult & Aging Network, Santa Barbara County Department of Social Services responded to questions.

2. Introduction of new employees Noah Alvara, Accounting Technician and Ryan Benson, Limited-Term Management Analyst.

City Manager Ramirez noted that Mr. Benson was out sick and would be introduced at a later time. Administrative Services Director Maldonado introduced Noah Alvara, Accounting Technician who provided remarks.

PUBLIC INFORMATION REPORTS AND ANNOUNCEMENTS

City Manager Ramirez stated that the Sheriff's Recap is attached to the agenda and that he was available for any questions.

There was no public comment.

CITY MANAGER'S REPORT

a. Senior Services Programming

City Manager Ramirez reported on Senior Services Programming (AgeWell).

b. City Employee Updates

City Manager Ramirez provided updates on employee recruitments.

c. Updates on Capital Improvement Projects

None.

d. Updates on Development Applications

Community Development Director Bobroff reported on the Surfliner Inn Application Completeness Determination and the 700 Linden Project Nearing Completion.

e. Other City/Community Updates

City Clerk Barrett reported that the nomination period for Council candidates had closed and the Notice of Nominees for Public Office had been published in the Coastal

View News on August 22nd. He announced the Council candidates and the measure that would appear on the ballot.

Speakers in-person: Rogelio Delgado and Gail Marshall

PLANNING COMMISSION ACTIONS:

Community Development Director Bobroff reported on the Planning Commission Actions from its meeting of August 5, 2024.

There was no public comment.

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA

Speakers in-person: Julia Mayer, Stephen Marcussen, Amrita Salm, Betty Songer, and Rogelio Delgado

Emails distributed: Susan Mailheau, Kathleen Bauer, Alexandra Ashborn, and Jeanie Sandrini

CONSENT CALENDAR:

There was no public comment.

Motion by Councilmember Lee, seconded by Councilmember Nomura, to approve the Consent Calendar Item Nos. 3 through 6. Upon voice vote, the motion carried unanimously.

3. Approve the minutes of the regular meeting held July 22, 2024 and the special joint meeting held July 31, 2024.
4. Receive and file the Expenditures for the period beginning July 15, 2024 and ending August 16, 2024.
5. Receive and file the Report of Contracts Executed by the City Manager for the Period of July 16, 2024 through August 5, 2024.
6. Receive and file the Monthly Treasurer's Report on Compliance with Statement of Safekeeping and Investment of Public Funds for July 2024.

ADMINISTRATIVE MATTERS:

7. Authorization to issue the Notice Inviting Bids for the clearing and grubbing work of the Carpinteria Avenue Bridge Replacement Project.

Recommendation: Authorize the Public Works Director to advertise the Notice Inviting Bids for the Carpinteria Avenue Bridge Replacement Project – Clearing and Grubbing (Project No. 15016).

Public Works Director Ilasin introduced Kirsten Ayars with Ayars and Associates who presented the PowerPoint presentation.

There was no public comment.

Motion by Vice Mayor Alarcon, seconded by Councilmember Nomura, to authorize the Public Works Director to advertise the Notice Inviting Bids for the Carpinteria Avenue Bridge Replacement Project – Clearing and Grubbing (Project No. 15016). Upon voice vote, the motion carried unanimously.

PUBLIC HEARING:

8. Annual Review of Fire Protection Mitigation Fee Program.

Recommendation: Adopt Resolution No. 6342, approving the update of the Fire Protection Mitigation Fee Schedule for Development and accepting the Carpinteria-Summerland Fire Protection District's Annual Report.

Management Analyst II Downes introduced Mike LoMonaco, Carpinteria-Summerland Fire Protection District Fire Marshall who provided the presentation.

Mayor Clark opened the public hearing at 7:27 pm and being there was no public comment, closed the public hearing at 7:27 pm.

Councilmember Solórzano recommended the Fire District present at a future Council meeting about the District. The Council was in agreement.

Motion by Vice Mayor Alarcon, seconded by Councilmember Nomura, to adopt Resolution No. 6342, as read by title only. Upon voice vote, the motion carried unanimously.

Mayor Clark recessed to a break at 7:30 pm and reconvened the meeting at 7:37 pm.

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

MATTERS CONTINUED FROM PREVIOUS MEETINGS: NONE

OTHER BUSINESS:

9. Review and approval of signs for Harbor Seal Rookery.

Recommendation: (1) Receive and file this report and (2) Review and approve the signs for Harbor Seal Rookery.

Parks, Recreation & Community Services Director Gant provided the PowerPoint presentation.

Speakers in-person: Susan Mailheau and Patricia French

Emails distributed: Susan Mailheau and Rhonda Richey

Motion by Councilmember Solórzano, seconded by Councilmember Lee, to approve the two signs as presented to be added to the Harbor Seal Rookery and provide the Ad Hoc Committee with the direction from Council to re-examine what sign will go up once the NOAA sign is taken down.

Councilmember Nomura recommended the motion include a deadline. Discussion ensued amongst the Council.

Councilmember Solórzano amended the motion to approve the two signs as presented to be added to the Harbor Seal Rookery and provide the Ad Hoc Committee with the direction from Council to re-examine what sign will go up once the NOAA sign is taken down and noting that the signs will come back to the City Council before they are officially adopted and all of this to be done before the expiration of the Ad Hoc Committee on December 30, 2024. Councilmember Lee seconded the amended motion. Upon voice vote, the amended motion carried unanimously.

10. Status update on the potential acquisition of 801 Linden Avenue for a Community Center in Carpinteria and discussion of options for use of the Community Project Funding grant award.

Recommendation: (1) Receive and file staff report and (2) Direct staff as desired.

City Manager Ramirez presented the staff report.

Speakers in-person: Mike Wondolowski, Rogelio Delgado, Kathy Escobar, Cynthia Macias, Jill Stassinis, Roz Kohute, Case Van Wingerden, Josephine Murphy, Gail Marshall, Pat Keiser, Sandy Evans, and John Welty

Speakers via Zoom: Amrita Salm and Susan Bredhoff

Emails distributed: Amrita Salm and Whitney Kopf

Motion by Councilmember Lee, seconded by Councilmember Solórzano, to receive and file the staff report and direct staff to work with foundations to work and hire a consultant and come back to the Council at a future date for a report on the community center.

City Manager Ramirez asked if the Council would like him to approach the Foundation about its interest in doing an appraisal. The Council agreed.

Mayor Clark asked about the next steps.

City Manager Ramirez reported that he previously submitted the request to the Foundation and he would adjust it to include the appraisal and the consultant. He noted once the City hears back in a couple of weeks, he would create a Request for Proposals (RFP) and scope of work and asked if the Council was interested in him returning with the RFP and scope of services at a future Council meeting. The Council agreed to have City Manager Ramirez return to a future Council meeting with the draft RFP and scope of services.

Councilmember Nomura suggested including the RFP verbiage in the motion.

Councilmember Lee modified the motion to receive and file the staff report and direct staff to work with foundations to work and hire a consultant and come back to the Council at a future date for a report on the community center and a draft RFP and scope of services. Councilmember Solórzano seconded the modified motion. Upon voice vote, the motion carried unanimously.

11. Receive and file a report on the considerations (benefits and drawbacks) and process required to transition from a general law city to a charter city and provide direction to staff on next steps.

Recommendation: Receive and file a report on pursuing charter city status and provide direction to staff.

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

Speakers via Zoom: Amrita Salm

Motion by Councilmember Nomura, seconded by Vice Mayor Alarcon, to receive and file the report. Upon voice vote, the motion carried unanimously.

LEGISLATIVE UPDATE:

Legal Counsel Acos reported on AB 2561. She noted the bill was currently in flux and recommended the Council hold from taking a position on this bill until it is clarified a bit further. She added that the League of California Cities had not taken a position on the

previous version of this bill and could report on this at the next meeting if there are any updates.

COMMITTEE REPORTS, INQUIRIES AND OTHER MATTERS PRESENTED BY COUNCILMEMBERS

Councilmember Solórzano reported on the following:

- BEACON will meet Friday, September 20th at 9 am in the Council Chambers.
- Santa Barbara Metropolitan Transit District Board has been holding closed sessions on real property negotiations and the next regular Board meeting is Tuesday, September 3rd.
- The Senior Services Ad Hoc Planning Committee met on August 5th and acknowledged the conclusion of the Committee.
- The Harbor Seal Advisory Ad Hoc Committee will meet on Wednesday at City Hall.

Councilmember Lee asked about options to address affordable housing. There was Council consensus to direct staff to bring back options to address affordable housing.

Councilmember Nomura mentioned that he is now the Alternate member for the Central Coast Community Energy.

ATTENDANCE OF COUNCILMEMBERS FOR FUTURE MEETINGS

All Councilmembers are expected to be in attendance at the September 9th regular Council meeting.

ADJOURNMENT

Mayor Clark adjourned the meeting at 9:44 pm.

Al Clark, Mayor

ATTEST:

Brian C. Barrett, CMC, CPMC
City Clerk



City of Carpinteria

COUNCIL AGENDA STAFF REPORT September 9, 2024

ITEM FOR COUNCIL CONSIDERATION

Expenditures for the period beginning August 19, 2024 and ending August 30, 2024.

STAFF RECOMMENDATION

Receive and file Warrant Register for the period of August 19, 2024, through August 30, 2024, pursuant to Carpinteria Municipal Code 2.08.150(F).

DISCUSSION

As part of each regular City Council agenda, a list of all checks (Attachment A) disbursed 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 the City's fiscal activity since the prior reporting period and ensure expenditures are within the approved budget.

ATTACHMENTS

Attachment A: Warrant Register for the period beginning August 19, 2024, and ending August 30, 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: 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



Warrant Register

Carpinteria, CA

Date Range: 08/19/2024 - 08/30/2024

Vendor Number Payable #	Vendor Name Payable Type	Payable Description	Payment Date	Payment Amount	Number
Bank Code: AP Bank-AP Bank Payment Type: Regular					
INV0006090 INV0006091 INV0006092 INV0006093	MISSIONSQUARE Invoice Invoice Invoice Invoice	MISSIONSQUARE Employee Contributions Deferred Compensation Contribution-Part Time Emp MissionSquareEmployee Contributions MISSIONSQUARE Employee Contributions	08/22/2024	9,409.34	104236
INV0006094	SEIU LOCAL 620 Invoice	Employee Union Dues Contribution	08/22/2024	235.32	104237
1391-HY1G-CG94 13RQ-6DJD-9C39 1MRC-W49R-PPJM	AMAZON CAPITAL SERVICES INC Invoice Invoice Invoice	CALENDAR, FIRST AID KIT AGE WELL PROGRAM HARD CANDY FOR AQUATICS PROGRAM STICKER PAPER FOR DOGGIE POTS	08/22/2024	125.82	104238
RI 24035225 RI 24035226	BUREAU VERITAS NORTH AMERICA INC Invoice Invoice	JUL24 PLAN CHECK SERVICES JUL24 MONTHLY PERMIT TECH SERVICES	08/22/2024	4,122.08	104239
542581 542636 542702 542932 543200 543203 543369 543477 543560 543701 543797	CARPINTERIA VALLEY LUMBER CO Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice Invoice	SAFETY GLOVES S. TOEPFER TOILET REPAIR EL CARRO, STREET LIGHTS PLUMBING MATERIAL FOR EL CARRO PARK TOILET FLINTS, ROD BACKER FOR EL CARRO PARK RESTROOM HARDWARE FOR SHOP HARDWARE FOR SHOP TORX DRIVE FOR SHOP SCREWS, HEX PLUGS, CONNECTORS FOR SHOP DIAMOND SAW BLADE FOR POOL TILE BILLY GOAT PULL CORD HARDWARE FOR CITY HALL	08/22/2024	260.30	104240
61523 61524 61529	COASTAL VIEW NEWS Invoice Invoice Invoice	HOST AD 8/8/24 ABOP AD 8/8/24 SANTA MONICA CREEK AD 8/8/24	08/22/2024	926.00	104241
65048	COUNTY SANITATION COMPANY INC STEWARTS & SI Invoice	HYDRO JET EL CARRO RESTROOM 7/23/24	08/22/2024	510.00	104242
AUG24 001 3011 028450702 JUL24 001 3011 028450702	COX BUSINESS Invoice Invoice	AUG24 VETS HALL INTERNET-PHONE SERVICE JUL24 VETS HALL INTERNET-PHONE SERVICE	08/22/2024	271.98	104243
5254692A	DLT SOLUTIONS INC Invoice	AUTOCAD SUBSCRIPTION	08/22/2024	1,453.80	104244
0000370350	FORMS + SURFACES Invoice	12 TRASH RECEPTACLES	08/22/2024	16,374.61	104245
AUG24 805-684-4314-063022-5 AUG24 805-684-7613-042205-5	FRONTIER COMMUNICATIONS Invoice Invoice	AUG24 PHONE & INTERNET SERVICES FOR LIBRARY AUG24 PHONE & INTERNET FOR LG TOWER & BOATHOUSE	08/22/2024	343.88	104246
150020433	GRACENOTE Invoice	AUG24 LISTING DISTRIBUTION SERVICES-GATV	08/22/2024	75.65	104247
9199662272 9203269676 9206103146	GRAINGER Invoice Invoice Invoice	TOILET REPAIR AT EL CARRO PARK LADDER RACK FOR UNIT 329 ZURN GASKET FOR POOL	08/22/2024	336.74	104248

36-FY24/25	HDL SOFTWARE LLC Invoice	08/22/2024 TOT MANAGEMENT, NEW BL, STR PROCESSED	6,925.20	104249
INV0006076	JAYNE DIAZ Invoice	08/22/2024 SEP24 MEDICAL REIMBURSEMENT	712.14	104250
INV0006078	LAFCO Invoice	08/22/2024 FY25 DISTRIBUTION OF LAFCO BUDGET PAYMENT	4,087.00	104251
INV0006077	LARRY DRIGGERS Invoice	08/22/2024 SEP24 MEDICAL REIMBURSEMENT	712.14	104252
080724	LEFTWICH ARCHAEOLOGY Invoice	08/22/2024 SURVEY AND REPORTS FOR FRANKLIN CREEK PROJECT	3,040.00	104253
JUL24 9800 338916 4	LOWE'S Invoice	08/22/2024 JUL24 CARD PAYMENT	3,309.30	104254
169622A	MARINE RESCUE PRODUCTS INC Invoice	08/22/2024 RECUE BOARDS, NIPPER BOARD, PADDLE BOARD	4,535.00	104255
INV0006079	MARY ANN COLSON Invoice	08/22/2024 SEP24 MEDICAL REIMBURSEMENT	712.14	104256
522150702	MISSION UNIFORM SERVICE Invoice	08/22/2024 TOWEL & MAT REPLACEMENT VETS HALL 8/12/24	282.14	104257
522150703	Invoice	TOWEL & MAT REPLACEMENT LIBRARY 8/12/24		
522150705	Invoice	TOWEL & MAT REPLACEMENT POOL 8/12/24		
522150706	Invoice	MAT REPLACEMENT, UNIFORM CLEANING 8/12/24		
522150707	Invoice	TOWEL & MAT REPLACEMENT CITY HALL 8/12/24		
600-2024-07	MRS ENVIRONMENTAL INC Invoice	08/22/2024 JUL24 OIL & GAS ON CALL ENVIRONMENTAL SERVICES	9,137.69	104258
INV0006089	NOMURA WADE Invoice	08/22/2024 REFUND 2024 CANDIDATE DEPOSIT	674.00	104259
17445860	QUADIENT FINANCE USA INC Invoice	08/22/2024 SURE SEAL FOR POSTAGE MACHINE	550.52	104260
AUG24A 7900 0440 8110 0954	Invoice	POSTAGE FOR CITY HALL 8/15/24		
2911-01-0724	RRM DESIGN GROUP Invoice	08/22/2024 JUL24 FRANKLIN CREEK TRAIL IMPROVEMENT	3,556.25	104261
388337081	SHOWSCAPES Invoice	08/22/2024 AVOCADO ORCHARD CLEAN-UP 7/17/24	2,890.00	104262
S4127102.001	SMARDAN HATCHER COMPANY Invoice	08/22/2024 TOILET FOR WOMENS LOCKER ROOM AT POOL	315.93	104263
JUL24 700474689651	SO CA EDISON Invoice	08/22/2024 JUL24 ELECTRICITY-4683 9TH ST	18.02	104264
6008389821	STAPLES ADVANTAGE Invoice	08/22/2024 TONER CARTRIDGES FOR POOL	375.70	104265
205274	TRI-CO REPROGRAPHICS Invoice	08/22/2024 SCANNING SMALL FORMAT, FILE RENAME 8/7/24	5.02	104266
1407	TWO TRUMPETS COMMUNICATIONS Invoice	08/22/2024 JUL24 COMMUNICATIONS SERVICES	6,000.00	104267
82579004	WAXIE SANITARY SUPPLY Invoice	08/22/2024 TRASH BAGS 7/3/24	3,043.23	104268
82579008	Invoice	BATH TISSUE, TRASH BAGS, DOG BAGS 7/3/24		
82614670	Invoice	SLOAN GREEN 7/22/24		
36	HDL SOFTWARE LLC Invoice	08/22/2024 TOT MANAGEMENT Q1-Q2	2,486.94	104269
013647	AFLAC Invoice	08/29/2024 AUGUST 2024 EMPLOYEE PREMIUMS	179.85	104270
	ALICE WISSING	08/29/2024	520.00	104271

INV0006114	Invoice	MINUTES FOR PLANNING COMMISSION MEETING 7/1/24		
INV0006115	Invoice	MINUTES FOR PLANNING COMMISSION MEETING 8/5/24		
	AMAZON CAPITAL SERVICES INC	08/29/2024	1,331.67	104272
11J9-WHWQ-9JN1	Invoice	BOOKS FOR LIBRARY		
19YW-K93G-7M47	Invoice	SAFE FOR FINANCE OFFICE		
1CHW-KGKR-6C3C	Invoice	PAPER CUPS FOR LIBRARY		
1D17-LXNW-9CKN	Invoice	SOUND LEVEL METER FOR CODE COMPLIANCE		
1HPW-DQWH-9H6R	Invoice	KEY TAGS FOR FINANCE OFFICE		
1LMH-J479-9JRW	Invoice	BOOKS FOR LIBRARY		
1MDJ-VXRP-7WTQ	Invoice	WEBCAM FOR M. RAMIREZ		
1PWL-7T4W-WHPC	Invoice	BOOKS FOR LIBRARY		
1QD7-QYWT-76LY	Invoice	TOY ORGANIZER FOR LIBRARY		
	CANNON	08/29/2024	7,580.00	104273
89310	Invoice	AUG24 2022 PAVEMENT REHABILITATION		
	CANON FINANCIAL SERVICES INC	08/29/2024	1,249.52	104274
34500670	Invoice	AUG24 MAINT & SERVICE CANON PRINTERS		
	CARPINTERIA VALLEY LUMBER CO	08/29/2024	54.01	104275
544063	Invoice	SHOP SUPPLIES		
	CARPINTERIA-SUMMERLAND FIRE PROTECTION DIST	08/29/2024	440.26	104276
126034	Invoice	JUL24 LIFEGUARD COVERAGE		
	COASTAL VIEW NEWS	08/29/2024	1,170.00	104277
61548	Invoice	NOTICE OF PUBLIC HEARING AD 8/15/24		
61560	Invoice	NOTICE OF ELECTIONS AD 8/22/24 (span/eng)		
	COUNTY OF SANTA BARBARA - PUBLIC WORKS	08/29/2024	7,842.24	104278
Carp 6.14.2024	Invoice	FY23/24 TRAFFIC SIGNAL MAINTENANCE & REPAIR		
	DEWBERRY ENGINEERS INC.	08/29/2024	2,827.44	104279
22417330	Invoice	JUL24 CARPINTERIA AVENUE BRIDGE REPLACEMENT		
	GRAINGER	08/29/2024	230.62	104280
9215295404	Invoice	PIPE WRENCH/EXTRACTOR, BRASS PLUG		
	GUARDIAN	08/29/2024	9,127.54	104281
AUG24 PREMIUMS	Invoice	AUG24 PREMIUMS		
	HAAKER EQUIPMENT COMPANY	08/29/2024	4,043.03	104282
W1A93J	Invoice	HAAKER SWEEPER BROOMS AND MAINT 8/9/24		
	INFOARMOR INC	08/29/2024	81.75	104283
6456Aug24	Invoice	AUG24 IDENTITY THEFT EMPLOYEE PREMIUMS		
	MBJ HOMES INC	08/29/2024	398.68	104284
INV0006096	Invoice	PROJECT CLOSE OUT PL-14-1731		
	POLICORE INC.	08/29/2024	4,570.83	104285
403368	Invoice	IT SERVICES-CITY HALL JUL24		
	SO CA EDISON	08/29/2024	458.25	104286
AUG24 700163777874	Invoice	AUG24 ELECTRICITY-6145 CARPINTERIA AVE		
AUG24 700827247063	Invoice	AUG24 ELECTRICITY-5781 CARPINTERIA AVE PED PED		
	ST JOSEPH CATHOLIC CHURCH	08/29/2024	500.00	104287
INV0006097	Invoice	ANNUAL FESTIVAL CLEANING DEPOSIT REFUND		
	TRANSAMERICA EMPLOYEE BENEFITS	08/29/2024	490.83	104288
2505459523	Invoice	AUG24 EMPLOYEE PREMIUMS		
	TRUE NORTH COMPLIANCE SERVICES INC	08/29/2024	3,335.83	104289
24-07-039	Invoice	JUL24 BP PLAN CHECK / INSPECTION SERVICES		
	UNITED PET CARE	08/29/2024	17.50	104290
202402827	Invoice	AUG24 PET INSURANCE PREMIUMS		
	VOGUE SIGN COMPANY	08/29/2024	340.96	104291
INV0006098	Invoice	PROJECT CLOSE OUT PL-17-1875		
INV0006099	Invoice	PROJECT CLOSE OUT PL-17-1869		

217730	WEST COAST ARBORISTS INC	08/29/2024	11,986.00	104292
	Invoice	TREE MAINTENANCE 7/16/24-7/31/24		
99089823	WEX BANK (CHEVRON)	08/29/2024	1,587.17	104293
	Invoice	AUG24 FUEL FOR CITY VEHICLES		
8/3/24-8/16/24 PEPRA	CalPERS	08/22/2024	13,540.46	DFT0003326
	Invoice	PEPRA RETIREMENT CONTRIBUTION 8/3/24-8/16/24		
8/3/24-8/16/24 CLASSIC	CalPERS	08/22/2024	15,593.49	DFT0003327
	Invoice	CLASSIC RETIREMENT CONTRIBUTION 8/3/24-8/16/24		
PR17 8/22/24	INTERNAL REVENUE SERVICE	08/22/2024	22,520.68	DFT0003328
	Invoice	PR17 8/22/24 FEDERAL TAX DEPOSIT		
PR17 8/22/24	EDD-SIT	08/22/2024	7,304.40	DFT0003329
	Invoice	PR17 8/22/24 PIT TAX DEPOSIT		
PR17 8/22/24	EDD-SDI	08/22/2024	2,140.35	DFT0003330
	Invoice	PR17 8/22/24 SDI TAX DEPOSIT		
Q2 2024 UNEMPLOYMENT CHARGES	EDD-SIT	08/23/2024	368.00	DFT0003331
	Invoice	Q2 2024 UNEMPLOYMENT CHARGES		



City of Carpinteria

COUNCIL AGENDA STAFF REPORT September 9, 2024

ITEM FOR COUNCIL CONSIDERATION

First Amendment to Agreement Between Carpinteria Skate Foundation and the City of Carpinteria for Skate Park Youth Services.

STAFF RECOMMENDATION

Authorize the City Manager to execute the first amendment to the agreement with the Carpinteria Skate Foundation.

Sample Motion: I move to authorize the City Manager to execute the agreement with the Carpinteria Skate Foundation.

BACKGROUND

On February 22, 2016, the City Council approved a Memorandum of Understanding (MOU) with the Carpinteria Skate Foundation (CSF) to outline each party's role in developing a skate park at the City Hall Campus in Carpinteria.

On March 13, 2023, the Carpinteria City Council adopted Ordinance No. 763, which established Skate Park Rules and Regulations under Carpinteria Municipal Code (CMC) Chapter 12.24. The ordinance specifies that Skate Park hours will be set by City Council Resolution, as stated in CMC 12.24.101(C)(20).

On August 26, 2023, the City, in partnership with CSF, held a soft-opening event for the Carpinteria Skate Park, including a ribbon cutting, donor recognition, and remarks by City and CSF representatives.

On August 28, 2023, the City Council authorized the City Manager to execute an agreement with the Carpinteria Skate Foundation. This agreement, developed with input from CSF, outlines the roles, responsibilities, and requirements for managing the unstaffed Carpinteria Skate Park, in accordance with City Council-adopted Ordinance No. 763. Below is a summary of the key points of the agreement:

- The Carpinteria Skate Foundation (CSF) will actively manage the skate park, including light cleaning, while conducting youth programs.
- CSF will cooperate with the City to enforce park regulations and will provide a range of youth programming, including before- and after-school classes, evening and weekend classes, and special events.
- CSF will determine the content and structure of its programming and provide the City with 10% of the gross fees from City-approved paid programs.
- The City will promote CSF's programming and allow CSF to fundraise for park maintenance and improvements.
- The agreement is valid for one year, with the possibility of up to four annual renewals at the City's discretion. The City and CSF will meet annually to review and potentially revise the agreement.

The purpose of this agenda item is to provide a summary of the attached proposed first amendment to the agreement between the City and CSF regarding the provision of youth services at the Carpinteria Skate Park (Attachment A). Staff is requesting the City Council's approval to execute the first amendment to the agreement and/or provide additional direction on any suggested modifications to the amendment. The original Agreement with the Carpinteria Skate Foundation is provided in Attachment B.

DISCUSSION

During the first year of the agreement, CSF hosted after school programming, numerous free community special events and a summer camp. City staff and CSF desire to continue the agreement and are proposing changes to update and streamline the agreement. Key changes to the agreement include:

1. Removal of Exhibit C from the First Amendment and Original Agreement. This exhibit required CSF to comply with applicable laws, which is already required by Section VII of the Original Agreement.
2. Revisions to provide added clarification throughout the First Amendment.
3. Revised Exhibit A to ensure that the Skate Park is required to continue to obtain Special Event Permits; however, the per permit damage deposit was replaced by an annual damage deposit. Revisions made to clarify that insurance provided under the agreement constitutes evidence of insurance for special events, too.

POLICY CONSISTENCY

Approving the first amendment to the agreement with the CSF is consistent with the following City Council policy:

- City Council 2024 Work Plan Primary Goal #4 – Strengthen Community Institution Collaboration

FINANCIAL CONSIDERATIONS

No Additional Funding Requested.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

This first amendment of the agreement requires the CSF to provide appropriate insurance meeting the City's standard insurance provisions. This agreement also requires CSF to observe all City, State and Federal regulations while performing the services. The City's legal counsel has reviewed and approved the first amendment of the agreement.

OPTIONS

1. Authorize the City Manager to execute an Agreement with the Carpinteria Skate Foundation. (Staff recommendation)
2. The City Council could choose to not approve the recommendation and direct staff as determined appropriate.

PRINCIPAL PARTIES EXPECTED AT MEETING

Members of the Carpinteria Skate Foundation.

ATTACHMENTS

Attachment A: Agreement Between the Carpinteria Skate Foundation and the City of Carpinteria for Carpinteria Skate Park Youth Services

Attachment B: Original Agreement with the Carpinteria Skate Foundation

Staff contact: Jeanette Gant, Director of Parks,
Recreation & Community Services
(805) 755-4449; jeanetteg@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

**FIRST AMENDMENT TO AGREEMENT BETWEEN THE CARPINTERIA SKATE
FOUNDATION AND THE CITY OF CARPINTERIA FOR CARPINTERIA SKATE
PARK YOUTH SERVICES**

THIS FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CARPINTERIA SKATE FOUNDATION AND THE CITY OF CARPINTERIA FOR CARPINTERIA SKATE PARK YOUTH SERVICES (this “**First Amendment**”) is dated as of [REDACTED], [REDACTED] (the “**First Amendment Effective Date**”) and is entered into by and between the CARPINTERIA SKATE FOUNDATION, a California non-profit public benefit corporation (tax-exempt ID #3214751) (“**FOUNDATION**”), and the CITY OF CARPINTERIA, a municipal corporation of the State of California (“**CITY**”), with reference to the following facts:

A. The CITY owns a skating facility located at 5781 Carpinteria Avenue (“**Carpinteria Skate Park**”).

B. The FOUNDATION and CITY are parties to that certain Agreement dated as of August 28, 2023 (the “**Original Agreement**”), pursuant to which the FOUNDATION agrees to provide management and operational services in the form of youth programming for the Carpinteria Skate Park.

C. The term of the Original Agreement is set to expire as of August 28, 2024 (the “**Expiration Date**”).

D. The parties desire to modify and amend the Original Agreement to provide, among other things, for the extension of the term to August 31, 2025 and for the modification of certain other terms, all as more particularly set forth in this First Amendment.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt whereof and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Scope of First Amendment; Defined Terms; Incorporation of Recitals. Except as expressly provided in this First Amendment, the Original Agreement shall remain in full force and effect in all respects. Capitalized terms used but not otherwise defined in this First Amendment have the respective meanings given to them in the Original Agreement. The preamble and recitals set forth above are hereby incorporated into this First Amendment by this reference in their entirety.

2. Modifications and Amendments to Original Agreement. Notwithstanding anything in the Original Agreement to the contrary, the Original Agreement is hereby modified and amended as follows:

(a) Term. The Expiration Date of the Original Agreement is hereby extended to August 31, 2025, unless sooner terminated pursuant to the Agreement, with the period of time from the First Amendment Effective Date through the revised Expiration Date now being known as the “**Extension Term**”. During the Extension Term, all of the provisions of the Original Agreement will apply, except as otherwise modified or amended in this First Amendment. Any

reference to “the term” in the Original Agreement shall be deemed to refer to the term as extended by this Amendment.

(b) Services. Exhibit A attached to the Original Agreement is hereby replaced and superseded in its entirety by Exhibit A-1 (“Scope of Services”), attached hereto and incorporated herein. Any reference to Exhibit A in the Original Agreement shall be deemed to refer to Exhibit A-1 attached to this First Amendment.

(c) Rules and Regulations. Exhibit C attached to the Original Agreement is hereby deleted in its entirety. FOUNDATION shall continue to comply with all applicable federal, state, and local laws, rules, and regulations (including without limitation the Carpinteria Municipal Code) as set forth in Section VII of the Original Agreement, except to the extent modified by this First Amendment.

3. Waiver. No failure or delay by a party to insist upon the strict performance of any term, condition or covenant of this First Amendment, or to exercise any right, power or remedy hereunder shall constitute a waiver of the same or any other term of this First Amendment or preclude such party from enforcing or exercising the same or any such other term, conditions, covenant, right, power or remedy at any later time.

4. Ratification. As amended hereby, the Original Agreement is hereby ratified and shall remain in full force and effect. As of the execution hereof, FOUNDATION represents, acknowledges and confirms to CITY that FOUNDATION has performed all obligations on its part under the Original Agreement, there exists no breach, condition, state of facts or event that constitutes, or with the passing of time or the giving of notice, or both, would constitute a default by either FOUNDATION or CITY under the Original Agreement and that the Original Agreement, and all of its terms, conditions, covenants, agreements and provisions, except as modified hereby, are in full force and effect with no defenses or offsets thereto.

5. Entire Agreement. This First Amendment constitutes the entire agreement and understanding between the parties with respect to the subject of this First Amendment and shall supersede all prior written and oral agreements concerning this subject matter (other than the Original Agreement, as amended hereby). This First Amendment may not be amended, modified or otherwise changed in any respect whatsoever except by a writing duly executed by authorized representatives of the parties hereto. Each party acknowledges that it has read this First Amendment, fully understands all of this First Amendment’s terms and conditions, and executes this First Amendment freely, voluntarily and with full knowledge of its significance. Each party to this First Amendment has had the opportunity to receive the advice of counsel prior to the execution hereof.

6. Severability. If any provision of this First Amendment or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this First Amendment and the application of such provision to other persons or circumstances, other than those to which it is held invalid, shall not be affected and shall be enforced to the furthest extent permitted by law.

7. Counterparts. This First Amendment may be executed in counterparts and by email of a PDF, and such counterparts together shall constitute but one original of the First Amendment. Each counterpart shall be equally admissible in evidence, and each original shall fully bind each party who has executed it.

8. Captions and Headings. The titles or headings of the various paragraphs hereof are intended solely for convenience of reference and are not intended and shall not be deemed to modify, explain or place any construction upon any of the provisions of this First Amendment.

IN WITNESS WHEREOF, the undersigned have duly executed this First Amendment as of the date first above written.

“CITY”

CITY OF CARPINTERIA,
a political subdivision of the State of California

By: _____
Michael Ramirez, City Manager

APPROVED AS TO FORM:

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

ATTEST:

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

“FOUNDATION”

CARPINTERIA SKATE FOUNDATION,
a California non-profit public benefit corporation

By: _____
Peter Bonning, Executive Director

EXHIBIT A-1
Scope of Services

EXHIBIT A-1 **SCOPE OF SERVICES**

In collaboration with the City of Carpinteria (“**CITY**”), the Carpinteria Skate Foundation (“**FOUNDATION**”) will play an active role in the management of the Carpinteria Skate Park, as further set forth in this “Scope of Services”.

The CITY and FOUNDATION acknowledge that there will not be assigned staffing or monitoring of the Carpinteria Skate Park (“**Skate Park**”); that use of the Skate Park is a high-risk activity; and, that visitors will use the Skate Park at their own risk. Rules consistent with reasonable use of the Skate Park shall be prominently posted at the entrances to the Skate Park, and the public—including FOUNDATION users—is required to comply with all applicable laws, including, but not limited to, Carpinteria Municipal Code Chapter 12.24 (Public Parks and Beaches), and CITY Resolution No. 6256 establishing Skate Park Operating Hours, except to the extent modified hereby.

The CITY and FOUNDATION acknowledge that the FOUNDATION has proposed youth programming services at the Skate Park. The FOUNDATION further acknowledges that it must obtain written approval and all applicable permits from the CITY and other agencies as required prior to commencement of any of the services described below.

1. Youth Programming. The FOUNDATION may provide youth programming for the Carpinteria Skate Park. The FOUNDATION has experience and training in providing services and instruction in this scope of services. The CITY lacks this experience and training and is not qualified to determine methods and means to be employed in providing such services. The CITY is only interested in the results to be achieved. As a result, the FOUNDATION shall be solely responsible for determining the outline and content of instruction. The FOUNDATION shall be solely responsible for determining the instructional methods and means to be used for all instruction under this Agreement and in determining manner by which services will be provided.

(a) **Schedule.** The FOUNDATION may provide instruction via before-school classes, after-school classes, evening classes, weekend classes and/or camp activities, as well as special events, which shall occur at CITY locations and on a schedule approved by the CITY in writing to meet the needs of program participants. The FOUNDATION shall set its own schedule and hours (including any time for preparation) and location of work. The schedule is subject to change by the CITY, which may reschedule or cancel any or all programming at its sole discretion.

(b) **Non-Exclusive Service.** The FOUNDATION retains the rights to provide similar services, including recreational programming for other cities, special districts or private entities or to provide its services directly to the general public.

(c) Notice. Prior to the advertising of a class in the CITY newsletter, website, social media or flyer, the FOUNDATION shall notify the CITY in writing of the minimum and maximum number of registrants for each program provided. The FOUNDATION shall provide final registration roster of the class or event after the registration period is completed.

2. Special Events. From time to time, the FOUNDATION will work with the CITY to coordinate times when the Skate Park will be exclusively used for FOUNDATION hosted community special events at no cost to the public ("Special Events"), subject to the following terms and conditions:

(a) Permits. The FOUNDATION must apply for a special use permit for all Special Events. The FOUNDATION will adhere to the rules and Special Event Permit application process described in Chapter 10.68 the Carpinteria Municipal Code (as may be amended from time to time), including payment of any permit fees (which, as of the First Amendment Effective Date, there are none) except as modified hereby.

(b) Notice. For all Special Events hosted by the FOUNDATION, the FOUNDATION must notify CITY staff of the proposed event date not less than thirty (30) days prior to the Special Event.

(c) Damages. Instead of depositing a separate damage deposit with the CITY in connection with each Special Event as is typically required in connection with a special use permit, the FOUNDATION shall deposit an annual damage deposit of Five Hundred Dollars (\$500.00) ("Damage Deposit"). If the CITY applies any portion of the Damage Deposit to pay for damages arising from a Special Event, the FOUNDATION shall replenish the Damage Deposit within thirty (30) days of CITY'S request. Further, should any damages occur at a FOUNDATION event and the cost to repair such damage is not fully covered by the Damage Deposit, the CITY will invoice the FOUNDATION for the excess cost of the repair and staff or service provider time. The FOUNDATION shall submit payment to the CITY for any such invoices within thirty (30) days of receipt of said invoice. If the FOUNDATION fails to timely replenish the Damage Deposit or pay a repair invoice to the CITY, all FOUNDATION programming and Special Events shall be immediately terminated and suspended until the FOUNDATION makes such payment.

(d) Security. Security will be required for all Special Events. The FOUNDATION must provide proof of a fully-executed security contract with a reputable and qualified third-party security contractor acceptable to the CITY no less than fourteen (14) days prior to the Special Event.

(e) Food Trucks. In the event that the FOUNDATION desires to have a food truck at a Special Event, the FOUNDATION must provide notice of such food truck to CITY staff no less

than fourteen (14) days prior to the Special Event. Any contracted or scheduled food truck for any Special Event at the Carpinteria Skate Park must have a business license in good standing with the CITY, at the time of the Special Event.

(f) Insurance. The FOUNDATION's annual insurance will suffice as insurance both for youth programming and Special Events, and must include all applicable information as outlined in the Agreement Between the Carpinteria Skate Foundation and the City of Carpinteria for Carpinteria Skate Park Youth Services, originally entered into on August 28, 2023 (as amended, the "Agreement").

(g) FOUNDATION Responsibilities. For each Special Event, the FOUNDATION will:

(i) Announce throughout each Special Event to move any vehicles that park on the north side of Carpinteria Ave – this is a traffic hazard.

(ii) Follow the City's expectations for amplified music:

(1) Amplified music shall cease by 10:00 pm.

(2) Amplified music shall not cause a disturbance to persons of normal sensitivity at nearby residential properties

(3) Amplified music should face away from the nearest residential locations and avoid unreasonable impacts to residential locations

(4) Sound levels shall be reduced or eliminated upon request by law enforcement or code compliance staff, whose instructions shall supersede any provision of this Special Event Permit

(iii) To the extent the Special Event includes a live performance on the stage, the FOUNDATION must ensure that when such performance starts there is no skateboarding activity. The stage is embedded in the footprint of the skating area and the interaction between skateboarders, the performers and concert viewers could be hazardous.

(h) CITY Obligations. For each Special Event, the CITY will:

(i) Use commercially reasonable efforts to make parking on the City Hall campus available for Special Events.

(ii) Place No Parking signs

(1) in front of the gate behind the Skate Park restroom;

(2) in the section reserved for Police vehicles; and

(3) on the north side of Carpinteria Ave.

(iii) Place additional parking signs and barricades at Tee Time after 7:00pm contingent upon the FOUNDATION successfully coordinating and receiving permission from the Tee Time owner.

(iv) Place additional parking signs and barricades at the bluffs parking lot and walk down.

(v) Unlock the electrical outlet the Friday prior to the Special Event, if the Special Event is on a weekend.

(vi) Bring additional trash cans to the Skate Park (the FOUNDATION will pick up the trash dumpster key at City Hall front desk during business hours the work day prior to the Special Event and return it on the first work day after the Special Event).

(vii) Bring toilet paper and seat covers to the FOUNDATION storage so the FOUNDATION can replenish as needed throughout the Special Event.

(i) Promotion. All promotional materials such as flyers, postcards, and any other print or digital promotions shall be approved by the CITY, subject to the prior written approval of the CITY at least five (5) business days prior to dissemination to the public. All approved promotional materials will include the CITY seal. The FOUNDATION shall not use the CITY's seal for any other purposes.

(j) Applicable Regulations. The FOUNDATION shall comply with all CITY, state and federal regulations while performing the services required by the Agreement.

EXHIBIT B

CARPINTERIA SKATEPARK LOCATION

The attached map shows the location and boundaries (in red) of the Carpinteria Skatepark. No extension of the existing location and boundaries shall take place without proper public process, including, but not limited to, public meetings and review and recommendation from the Carpinteria City Council.

Note: Map is before construction



ATTACHMENT B

2023-032

**AGREEMENT BETWEEN
THE CARPINTERIA SKATE FOUNDATION AND THE CITY OF CARPINTERIA
FOR CARPINTERIA SKATE PARK YOUTH SERVICES**

THIS AGREEMENT (hereinafter "Agreement") is entered into this 28th day of August, 2023, by and between CARPINTERIA SKATE FOUNDATION, a nonprofit 501(c)(3) organization (tax-exempt ID # 3214751) hereinafter referred to as "FOUNDATION", and CITY OF CARPINTERIA, a municipal corporation of the State of California, hereinafter referred to as "CITY"; collectively referred to as "Parties", with reference to the following.

WHEREAS, the CITY has possessory interest in certain real property and building known as the Carpinteria Skate Park located at 5781 Carpinteria Avenue, Carpinteria, CA, and also identified as Assessor Parcel Number 001-170-018, as depicted on the attached Exhibit B incorporated herein by reference (hereinafter the "Property"); and

WHEREAS, the CITY and FOUNDATION wish to encourage the free use of the Carpinteria Skate Park by the general public and to such ends, wish to define the management and operational responsibilities related to the Carpinteria Skate Park ("Skate Park"); and

WHEREAS, the CITY desires to operate parks and recreation programs that contribute to the quality of life in the community; and

WHEREAS, cooperation between CITY and non-profit organizations to create parks and recreational activities for the community achieves greater availability of recreational opportunities at a reduced cost to taxpayers; and

WHEREAS, on February 24, 2016, the CITY and the FOUNDATION entered into a Memorandum of Understanding (MOU) that requires the CITY and the FOUNDATION to negotiate in good faith to create a Park Operational Plan (POP) and an Operations and Maintenance Agreement (OMA); and

WHEREAS, the FOUNDATION has expertise to assist with operations of the Skate Park and to provide programming for community members, including lessons, day camps, contests and fundraising; and

WHEREAS, the FOUNDATION and CITY now desire to enter into this Agreement to implement the purpose of the MOU in lieu of the POP and OMA and establish parameters for the FOUNDATION and CITY to coordinate on the Carpinteria Skate Park youth services and activities described in this Agreement.

NOW, THEREFORE, in consideration of the provisions, covenants, and conditions set forth herein, the FOUNDATION and the CITY hereby agree as follows:

I. SERVICES

- A) FOUNDATION agrees to provide Skate Park management and operational services as described in Exhibit A ("Scope of Services"), attached hereto and incorporated by reference.

- B) Quality of services under this Agreement shall be of the level of quality performed by persons regularly rendering these services. Determination of acceptable quality shall be made at the sole discretion of the CITY.
- C) CITY shall permit FOUNDATION to perform the Scope of Services, subject to further approval by the CITY for each service, and provide a storage room at the Skate Park for FOUNDATION use to store program equipment.

II. COMPENSATION

In consideration of the CITY providing the FOUNDATION with access to the Skate Park for the Scope of Services, the FOUNDATION shall provide monetary compensation to the CITY that equates to ten percent (10%) of the gross fees received by the FOUNDATION for any and all CITY-approved paid programming, including but not limited to the Summer Skate Camp identified in the Scope of Services on a monthly basis. The FOUNDATION also shall provide a report to the CITY including the necessary information to verify compliance with this Section. FOUNDATION shall not receive payment from the CITY for performing any services under this Agreement. FOUNDATION shall also provide other support for the Skate Park as detailed in Exhibit A.

III. TERM

The term of this Agreement shall commence upon date of execution and shall terminate one (1) year after date of execution unless terminated earlier pursuant to Paragraph IV of this agreement.

This Agreement may be renewed by written extension, at the CITY's sole discretion, for up to four (4) additional years. The CITY and FOUNDATION will meet at least once annually to review the terms of the Agreement and to determine if revisions are necessary. All revisions shall be mutually agreed upon in writing, and may be subject to City Council approval at the CITY's sole discretion. Any renewal of the contract shall also be subject to City Council approval. The initial term, plus any option to extend, shall not exceed a total of five (5) years.

IV. TERMINATION

Either party may terminate this agreement with or without cause at any time upon thirty (30) days written notice as provided in Paragraph X.

V. LIABILITY AND WORKER'S COMPENSATION INSURANCE

8. The CITY requires the FOUNDATION to obtain and maintain a one million dollar (\$1,000,000 per occurrence) General Liability Insurance policy with a company approved by, and in a form satisfactory to the CITY and provide a certificate of insurance to the CITY. Additionally, said insurance policy must include the following special endorsements:

- a. The CITY is to be included as an additional insured but only insofar as operations under this contract are concerned.

- b. The insurer will not cancel or reduce the insured's coverage without thirty (30) days prior written notice to the CITY.
- c. A Products Liability Endorsement.

No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of the FOUNDATION to furnish insurance during the term of the proposed contract. Said policy or policies shall be underwritten to the satisfaction of the CITY.

All third parties must be reported to, and approved by, the CITY before work is commenced and may be required to list the CITY as additional insured.

Furthermore, the CITY requires the FOUNDATION to obtain and maintain a Statutory Workers' Compensation policy covering all FOUNDATION's employees while performing any work incidental to the performance of this Agreement.

The FOUNDATION shall provide the CITY with a certificate of insurance documenting the required insurance coverage prior to any Agreement becoming effective. The policies shall provide that no cancellation, expiration or reduction in coverage shall be effective or occur until at least thirty (30) days after receipt of a notice by the CITY describing changes in insurance coverage. Upon request by the CITY, the FOUNDATION shall provide a certified copy of any insurance policy to the CITY within ten (10) working days.

VI. INDEMNIFICATION

To the fullest extent permitted by law, FOUNDATION shall indemnify, defend and hold harmless CITY, and any of its officials, directors, employees and agents ("Indemnified Parties"), from and against any and all losses, liabilities, damages, costs, charges, payments, claims, and expenses, including attorney's fees and costs of defense, which arise out of, are a consequence of, or are in any way attributable to, in whole or in part, this Agreement, including but not limited to any activities associated with carrying out agreed the Scope of Services by FOUNDATION, its agents, employees, subcontractors, consultants, assigns or by any individual or entity for whom FOUNDATION is legally liable.

VII. COMPLIANCE WITH LAWS AND PERMIT CONDITIONS

FOUNDATION shall comply with all applicable laws and permit conditions in performing its obligations under this Agreement. FOUNDATION shall comply with all applicable federal, state and local laws, regulations, ordinances and policies, including but not limited to, Business and Professions Code section 18975; Government Code section 831.7; Health and Safety Code section 115800, Carpinteria Municipal Code Chapter 12.24 (Public Parks and Beaches); and, Resolution No. 6256, establishing Skate Park Operating Hours, in effect or as may be amended. The FOUNDATION shall also provide training in child abuse and neglect

reporting to its staff and volunteers in accordance with applicable federal, state and local law.

FOUNDATION, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, certificates, and approvals that may be required in connection with performance of Services described in Exhibit A.

VIII. RECORDS

FOUNDATION shall keep accurate records of all matters related to this Agreement, including but not limited to, financial, nonprofit status, and operation and maintenance records. Said records to be available to CITY upon request at reasonable times. FOUNDATION shall keep said records for not less than five (5) years.

IX. NON-EMPLOYMENT STATUS

It is understood and agreed by the parties hereto that FOUNDATION, while engaged in operation of the programs described herein and complying with the terms of this agreement, is and shall act as an independent contractor and is not an officer, agent or employee of the CITY; and officers, employees and agents of FOUNDATION are not entitled to any of the benefits of CITY employees. FOUNDATION shall have no right or power to bind the CITY to any other contracts or agreements with third parties. FOUNDATION shall have control of all services provided under this Agreement and shall be free to contract for similar service to be performed for others during the term herein. However, CITY retains the right to provide general instructions to and observe FOUNDATION in its performance.

X. NOTICES

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other.

Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below ("Designated Representative"). Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to the FOUNDATION, it shall be addressed and sent to:

Carpinteria Skate Foundation

Attn: Executive Director

1041 Casitas Pass Rd.

Carpinteria, CA 93013

If Notice is sent to the CITY, it shall be addressed and sent to:

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

XI. AMENDMENT

This Agreement may be amended or revised in writing, signed by both Parties. Amendments or revisions may be subject to CITY Council approval in the CITY's sole discretion.

XII. ASSIGNMENT

Any attempt by FOUNDATION to assign the benefits and burdens of this Agreement or any part thereof without the prior written approval of the CITY Manager is prohibited and shall be null and void.

XIII. NONDISCRIMINATION

FOUNDATION agrees, and it is a condition to the continuance of this Agreement, that there will be no discrimination against, or segregation of, any person or group of persons on the basis of race, color, sex, sexual orientation, gender identity, creed, national origin or ancestry, religion, age, disability, marital status, domestic partner status, medical condition or as a member of any other protected class under federal, state or local law in the use of the Skate Park or any portion thereof.

XII. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any claim or right of action under this Agreement.

XIII. GOVERNING LAW

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

XIV. SEVERABILITY

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

XV. INTEGRATED AGREEMENT

This Agreement and the attached Exhibits to this Agreement represent the entire understanding between the Parties as to its subject matter. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement.

XVI. AUTHORITY TO EXECUTE

Each Party hereto expressly warrants and represents that through its Designated Representative it has the authority to execute this Agreement on behalf of its

corporation, partnership, business entity, or governmental entity, and bind each Party to the performance of its obligations herein.

XVII. INCONSISTENT OR CONFLICTING PROVISIONS

In the event of any contradictions or inconsistencies between any attached Exhibit or documents incorporated by reference herein and the provisions of the terms of the Agreement itself, the terms of this 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. Any contractual terms or conditions contained in any Exhibit imposing additional obligations on the CITY are not binding upon the CITY's Designated Representative unless specifically agreed to in writing.

XVIII. PARAGRAPH HEADINGS

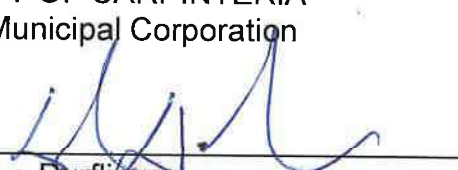
The paragraph heading contained herein are for convenience and reference only and are not intended to define or limit the scope of this agreement.

XIX. EXECUTION

This Agreement may be executed in any number of original counterparts. The contract will be effective when all parties have executed the same counterpart, or each party has executed separate counterparts and has delivered a copy of the signature page of the counterpart to the other party. Upon execution by all of the parties, the counterparts shall constitute one and the same contract. Counterparts or signature pages may be delivered via delivery of an original or duplicate in person or by mail, or a duplicate, including scanned copy, in an electronic format, including transmission by electronic mail, secure Internet drop-box, facsimile, or similar other standard interchange format capable of reproduction and storage

IN WITNESS THEREOF, the parties hereto have caused this agreement to be executed on the day and year first above written.

CITY OF CARPINTERIA
A Municipal Corporation



Dave Durlinger
City Manager

Carpinteria Skate Foundation



Peter Bonning
Executive Director

APPROVED AS TO FORM:
City Attorney

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

EXHIBIT A
SCOPE OF SERVICES

In collaboration with the City of Carpinteria ("CITY"), the Carpinteria Skate Foundation ("FOUNDATION") will play an active role in the management of the Carpinteria Skate Park, providing light cleaning of the park while conducting youth programming, such as sweeping, blowing, and picking up trash.

The CITY and FOUNDATION acknowledge that there will not be assigned staffing or monitoring of the Carpinteria Skate Park ("Skate Park"); that use of the Skate Park is a high-risk activity; and, that visitors will use the Skate Park at their own risk. Rules consistent with reasonable use of the Skate Park shall be prominently posted at the entrances to the Skate Park, and the public—including FOUNDATION users—is required to comply with all applicable laws, including, but not limited to, Carpinteria Municipal Code Chapter 12.24 (Public Parks and Beaches); and CITY Resolution No. 6256 establishing Skate Park Operating Hours ("Skate Park Regulations"). The FOUNDATION shall reasonably cooperate with the CITY to facilitate the CITY's enforcement of all Skate Park Regulations.

The CITY and FOUNDATION acknowledge that the FOUNDATION has proposed youth programming services at the Skate Park. The FOUNDATION further acknowledges that it must obtain written approval and all applicable permits from the CITY and other agencies as required prior to commencement of any of the services described below.

The FOUNDATION may provide youth programming for the Carpinteria Skate Park. The FOUNDATION has experience and training in providing services and instruction in this Scope of Services. The CITY lacks this experience and training and is not qualified to determine methods and means to be employed in providing such services. The CITY is only interested in the results to be achieved. As a result, the FOUNDATION shall be solely responsible for determining the outline and content of instruction. The FOUNDATION shall be solely responsible for determining the instructional methods and means to be used for all instruction under this Agreement and in determining manner by which services will be provided.

The FOUNDATION may provide instruction at the Carpinteria Skate Park for before-school and after-school classes, evening classes, weekend classes and/or camp activities, and special events on a schedule approved by the CITY, in writing, to meet the needs of program participants, the FOUNDATION shall set its own schedule and hours (including any time for preparation) and location of work. The schedule is subject to change by the CITY, which may reschedule or cancel any or all programming at its sole discretion.

From time to time, the FOUNDATION will work with the CITY to coordinate exclusive use hours of the Carpinteria Skate Park.

The FOUNDATION retains the rights to provide similar services, including recreational programming for other cities, special districts or private entities or to provide its services directly to the general public.

CITY agrees to promote, through means of its choice, FOUNDATION programming held at the Carpinteria Skate Park. All promotional materials such as flyers, postcards, and any other print or digital promotions shall be subject to the prior written approval of the CITY at least 5 business days prior to dissemination to the public. Prior to the advertising of a class in the CITY newsletter, website, social media or flyer, the FOUNDATION shall notify the CITY in writing of the minimum and maximum number of registrants for each program provided, and provide final registration roster of the class or event after the registration period is completed.

The FOUNDATION shall observe all city, state and federal regulations while performing the services required by the Agreement.

EXHIBIT B

CARPINTERIA SKATEPARK LOCATION

The attached map shows the location and boundaries (in red) of the Carpinteria Skatepark. No extension of the existing location and boundaries shall take place without proper public process, including, but not limited to, public meetings and review and recommendation from the Carpinteria City Council.

Note: Map is before construction



EXHIBIT C

CARPINTERIA SKATEPARK RULES AND SIGNAGE

The Carpinteria Skatepark is unsupervised. Use of the facility is at your own risk. The City of Carpinteria assumes no liability for any injury or damage to you or your property resulting from your voluntary use of the Skatepark.

1. Users must wear helmets, elbow pads and knee pads AT ALL TIMES
2. Children under the age of 12 must be accompanied by an adult
3. Only non-motorized skateboards and skates
4. No bicycles, scooters, or motor vehicles of any kind
5. No smoking or vaping
6. No alcohol
7. No controlled substances, cannabis or other mind-altering drugs allowed
8. No animals. Only service animals are allowed in the skate park
9. No graffiti, stickers or littering
10. No vending, except by written permit
11. Skate Parks hours are as posted- No exceptions unless authorized by the PR&CS Director
12. No amplified music except by written permit
13. No food or beverages in the skating area – only on the perimeter paths and plaza area
14. Only plastic or metal water bottles. No glass bottles.
15. No skating in parking areas, plaza area, walkways, tables or benches or driveways of the skate park
16. No unauthorized equipment or obstacles including, ramps or jumps within the skate park
17. The Skatepark will be open 30 minutes before sunrise until 30 minutes after sunset every day of each week. Operating Hours may be extended by the City Manager until 10PM when posted at the Park by the City in writing and then only when the Skate Park lights are illuminated. The City of Carpinteria, no-trespassing ordinance will be enforced after the park is closed.
18. The Skatepark has been designed for all skill levels. Please be courteous to other people using the facility and all other park patrons.
19. All general regulations for Public Parks and Beaches of Chapter 12.24 of the Carpinteria City Code apply.

EXHIBIT D
INSURANCE REQUIREMENTS

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

Consultant shall provide the following types and amounts of insurance:

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

Auto Insurance. If CSF employees, volunteers, and contractors will use personal autos in any way during the performance of this Agreement, CSF shall ensure the employees, volunteers, and contractors maintain automobile insurance that meet, at minimum, current statutory requirements and provide proof of this insurance to the City, if requested.

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

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

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

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

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

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

requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.

11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to City.
13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
15. Consultant will renew the required coverage annually as long as City or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.
17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
22. The City's failure to comply with reporting requirements should not affect coverage required under the Agreement.
23. The consultant's insurance is primary to that of any insurance claimed by the City.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/23/2023

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

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

PRODUCER Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 E-MAIL ADDRESS: contact@hiscox.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 10200
INSURED Carpinteria Skate Foundation 1041 Casitas Pass Rd Carpentaria, CA 93103		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	N	Y	UDC-5230064-CGL-22	08/25/2022	08/25/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE ☐ OTHER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Youth advocacy work.

CERTIFICATE HOLDERCarpinteria Skate Foundation
1041 Casitas Pass rd
Carpinteria CA 93013**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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Exemption from Workers' Compensation Form

Agency Name: City of Carpinteria

Document Reference: _____

(bid, contract, job number, location, etc.)

Work to be performed on premises: ☒ Yes ☐ No

Nature of work to be performed: _____

Business Name: Carpinteria Skate Foundation

Contact information (name, telephone, email): Peter Bonning
805-455-3387

Address: peterb@carpskatepark.org
1041 Casitas Pass Rd, Carpinteria, CA 93013

Legal Form

☐	Sole Proprietor	☐	Limited Partnership	☐	General Partnership
☐	Corporation	☐	Business Trust	☐	Limited Liability Company
☐	Other: 501c-3 non profit organization				

Acknowledgment:

PB (initial) I am the authorized representative of the Business mentioned above. I warrant that the Business has no employees other than the owners, officers, directors, partners, or other principals who have elected to be exempt from workers' compensation coverage under California law. I further warrant that I understand the requirements of Section 3700 et seq. of the California Labor Code concerning providing workers' compensation coverage for any employees of the Business.

PB (initial) I agree to comply with the code requirements and all other applicable laws and regulations regarding workers' compensation, payroll taxes, FICA, and tax withholding, and similar employment issues. Business agrees to hold the Agency harmless from any loss or liability, which may arise from the Business's failure to comply with any such laws or regulations.

PB (initial) Should the Business or its subcontractors hire employees to perform the work referenced above, the Business or its subcontractor(s) shall obtain workers' compensation insurance and provide proof of the coverage to the Agency.

PB (initial) I understand that this form constitutes a declaration by the Business against its financial interest, relative to any claims it should assert against the Agency under the California workers' compensation or labor laws and serves as an addendum to the agreement.

PB (initial) The Business will defend, indemnify, and hold harmless the Agency from all claims and liability, including workers' compensation claims and any liability that may be asserted or established by any party in the event the Business hires an employee in violation of this addendum.

Certification:

I certify under penalty of perjury under the laws of the State of California that the information provided on this exemption statement is true and accurate.

Signatures:


Business Designee Signature
Peter Bonning 8/24/2023
Print Name & Date

Agency Signature

Print Name & Date





City of Carpinteria

COUNCIL AGENDA STAFF REPORT September 9, 2024

ITEM FOR COUNCIL CONSIDERATION

Annual Report on Law Enforcement Services.

STAFF RECOMMENDATION

Receive and file the report.

Sample Motion: I move to receive and file the Annual Report on Law Enforcement Services.

BACKGROUND/DISCUSSION

The City of Carpinteria contracts with the Santa Barbara County Sheriff's Office for law enforcement services. Each year, the Sheriff's Office provides a presentation detailing staffing levels, the range of general and supplemental law enforcement services offered to the City, and data on calls for service, crimes, and arrests.

ATTACHMENTS

Attachment A: Chief of Police 2023 Annual Report on Law Enforcement Services PowerPoint Presentation

Staff contact:
Lt. Rich Brittingham
(805) 568-3388; richb@carpinteriaca.gov

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

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


Signature for


Signature


Signature

ATTACHMENT A



2023 Public Safety Annual Review

Chief Rich Brittingham
Carpinteria Chief of Police Services
City Council - September 9, 2024



Agenda



- Background
- Law Enforcement Contract Services
- Staffing Summary
- Summary of Law Enforcement Statistics





Background



Law Enforcement Overview

- City of Carpinteria incorporated in 1965 and had its own police force.
- In July 1992, Carpinteria contracted with the Santa Barbara County Sheriff's Office for Law Enforcement Services.
- The Santa Barbara County Sheriff's Office provides a full range of police services that enhance the quality of life for Carpinteria's residents, businesses, and visitors.



Patrol Services



- 24-hour patrol coverage
- Chief of Police Services
- One Sergeant
- One Senior Deputy
- Two Deputies
- One Administrative Office Professional
- 4 squads on rotation cover the week
- 12-hour shifts
- Access to all Santa Barbara County Sheriff Resources



Contract Services Included



- Criminal Investigations
- Vice/Intel, Narcotics, Human Trafficking
- Dive Team
- Crisis and Negotiation Team
- Forensics
- Hazardous Devices/Bomb Team
- Aviation Unit (Helicopter/fixed wing patrol)
- Law Enforcement Canines (Patrol, Tracking, Narcotics, and EOD)
- Mounted Unit
- Reserve Forces
- Search & Rescue
- Special Enforcement Team (SWAT)
- Crisis Intervention Team (CIT)



Carpinteria Police Staff

Chief of Police Services

Rich Brittingham



Over 27+ years of Law Enforcement Experience

- Previous assignments include:
 - Deputy Probation Officer
 - Goleta Patrol
 - Special Investigations Bureau
 - Isla Vista Foot Patrol
 - Criminal Investigations Bureau
 - Goleta Chief of Police
- Collateral assignments include:
 - K9 Program Manager
 - Risk Management/Civil Litigation
 - IMT3 (Incident Management Team)
 - OEM/EOC





Carpinteria Police Staff 2023 Supervisors



**Dan Calderon,
Sergeant**

22+ years of
experience



**Chris Corbett,
Sergeant**

25+ years of
experience



**Brian Flick,
Sergeant**

20+ years of
experience



**Ben Sandu,
A/Sergeant**

14+ years of
experience



Carpinteria Police Staff 2024 Supervisors



**Eric Delgadillo,
Sergeant**

21+ years of
experience



**Chris Corbett,
Sergeant**

25+ years of
experience



**Brian Flick,
Sergeant**

20+ years of
experience



**Ruben Cintron,
Sergeant**

17+ years of
experience



Carpinteria Police Staff 2024 Senior Deputies



**James McKarrell,
Senior Deputy**

18 years of
experience



**Chris Brady,
Senior Deputy**

7 years of
experience



**Corey Watkins,
Senior Deputy**

23 years of
experience



**Adrian Hernandez,
Senior Deputy**

20 years of
experience



CARPINTERIA POLICE STAFF

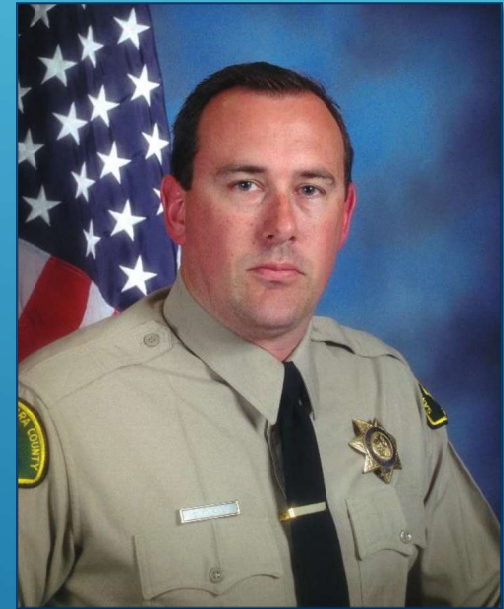
Community Resource Deputy

(Due to City budget constraints this position is unfunded for FY 25)



Responsible for:

- Coordinating activities with businesses, residents, visitors, and City Staff
- Coordination of:
 - Crime Prevention Program
 - Neighborhood Watch Program
 - Business Watch Program
 - Homeless Outreach
 - Downtown Bicycle and Foot Patrol
- Restorative Court Program Liaison
- School Resource Deputy



Bryan Dickey

Sheriff's Deputy, Special Duty

20+ years of experience



Carpinteria Police Staff

Administrative Office Professional II – Criminal Records



- Carpinteria Station Lobby open Monday through Thursday 8 AM to 4 PM
- Serves as the contact between the Sheriff's Office and City staff, City Attorney, local businesses, residents, schools, and the Carpinteria community in general
- Responsible for processing, distribution and filing of all arrest reports, citations, parking tickets and other documents

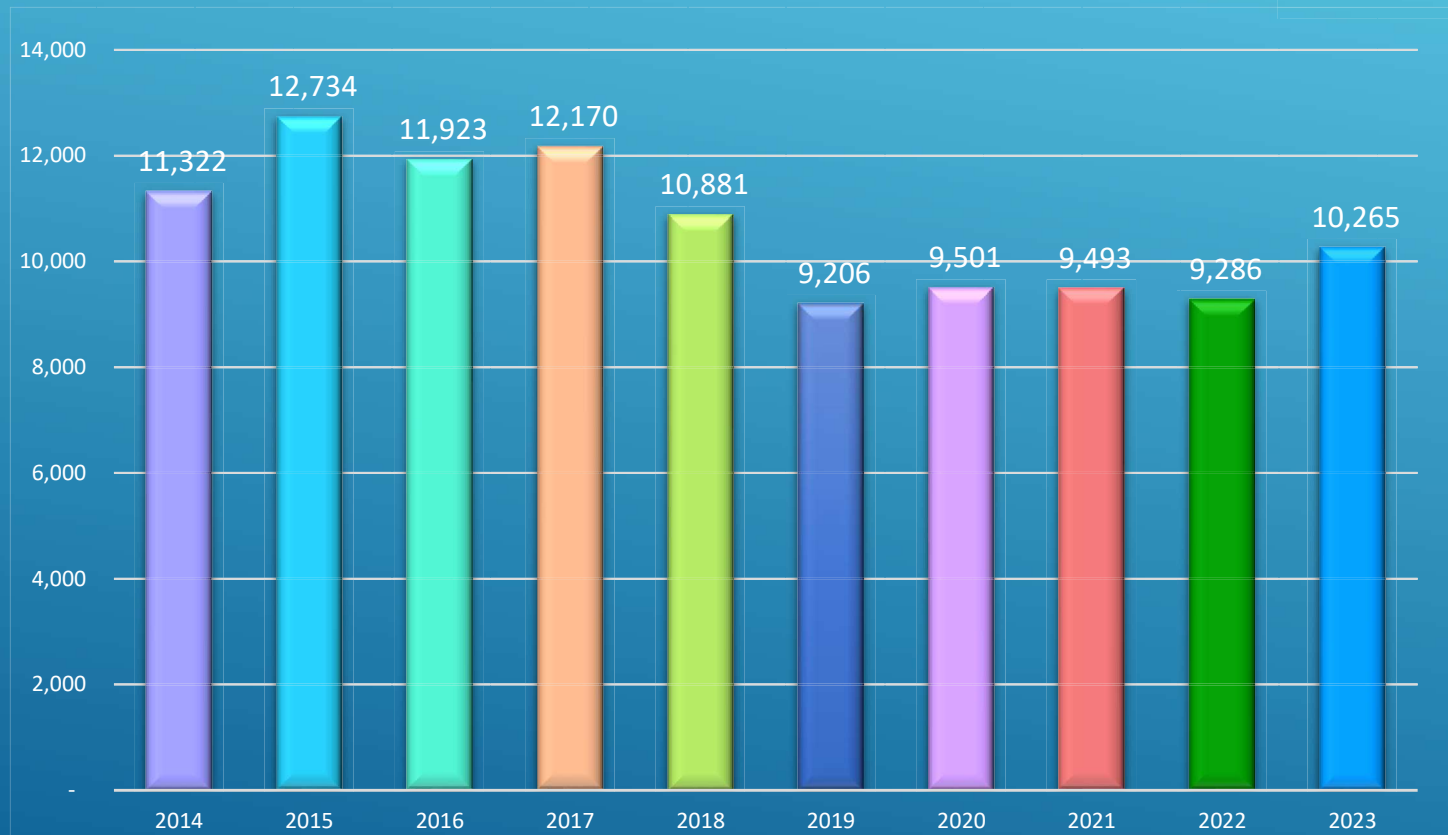


Christie Idol

20+ years of experience



City of Carpinteria Calls for Service





Comparison 2022 to 2023



Part One Crimes	8.50% Increase
Part Two Crimes	9.04% Decrease
Traffic Collison's	18.18% Increase
Calls for Service	10.54% Increase



Part One Crime Offenses



Part One Offenses are serious crimes that occur on a regular basis and are likely to be reported to law enforcement. Part One offenses are generally referred to as the “Crime Index” measurement

- Part One Crime Offenses include
 - Violent Crimes
 - Murder
 - Rape
 - Aggravated Assault
 - Robbery
 - Human Trafficking
 - Property Crimes
 - Burglary
 - Larceny
 - Motor Vehicle Theft
 - Arson



Part Two Crime Offenses

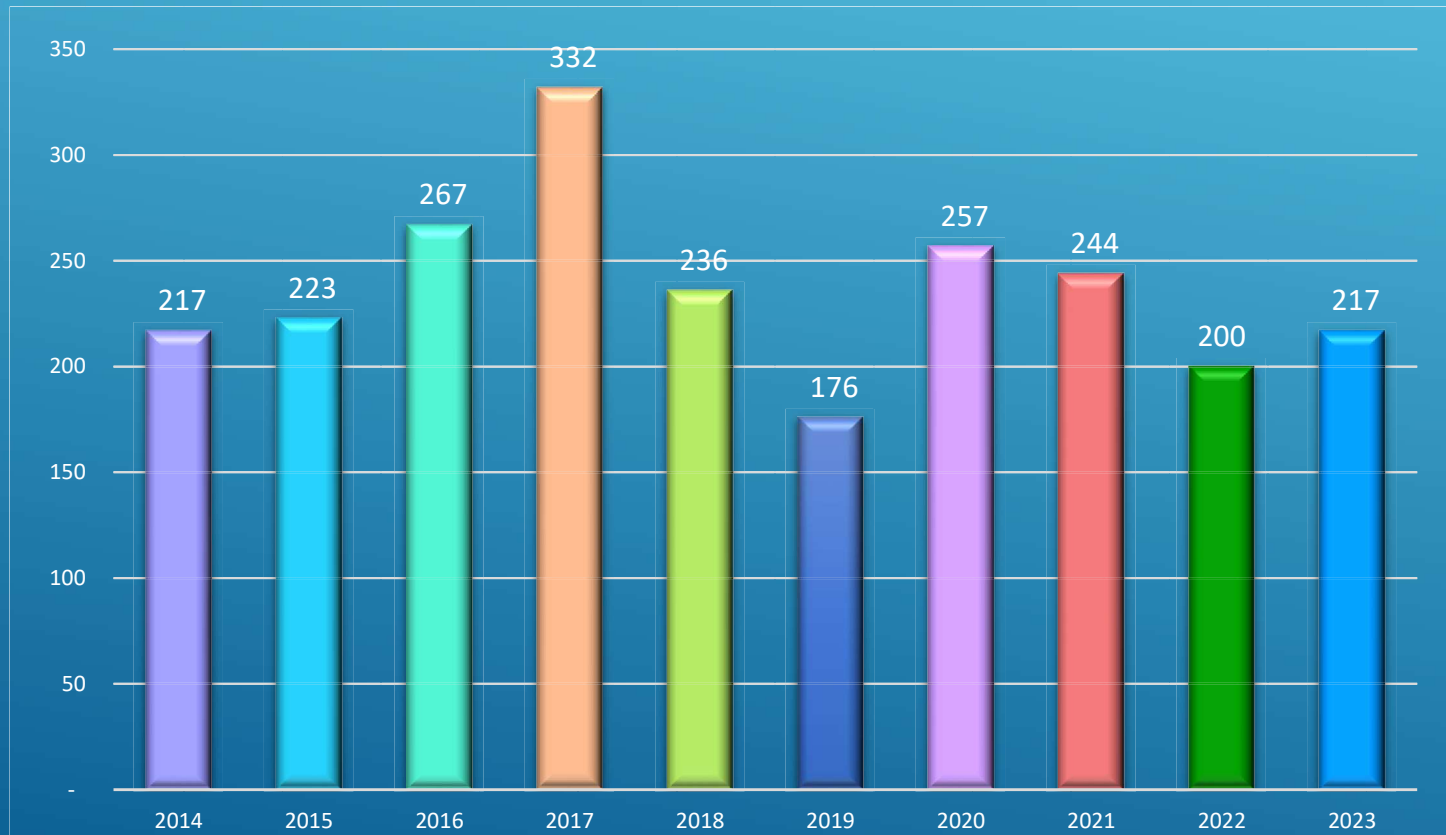


Part Two Offenses represent “less serious” Crime Classification

- Part Two Crime Offenses include
 - Non-aggravated Assault
 - Simple assault and attempted assault that do not result in injury to the victim
 - White Collar Crimes
 - Forgery
 - Counterfeiting
 - Embezzlement
 - Other Offenses
 - Fraud
 - Gambling
 - Liquor Offenses
 - Offenses against the Family
 - Prostitution
 - Public Drunkenness
 - Runaways
 - Violations of Gun Laws



Part One Crimes





Part One Crimes



	Homicide	Rape	Robbery	Agg. Assault	Burglary	Larceny	MV Theft	Arson	Total
2023	0	2	1	18	19	159	18	0	217
2022	0	0	6	25	9	140	16	4	200
2021	0	1	2	19	27	172	23	0	244
2020	0	1	4	16	25	183	26	2	257
2019	1	0	3	7	20	125	20	0	176
2018	0	0	2	20	37	151	26	0	236
2017	0	4	10	19	60	209	29	1	332
2016	0	2	8	16	49	178	14	0	267
2015	0	2	2	9	43	150	14	3	223
2014	0	2	1	16	49	140	8	1	217



Part Two Crimes





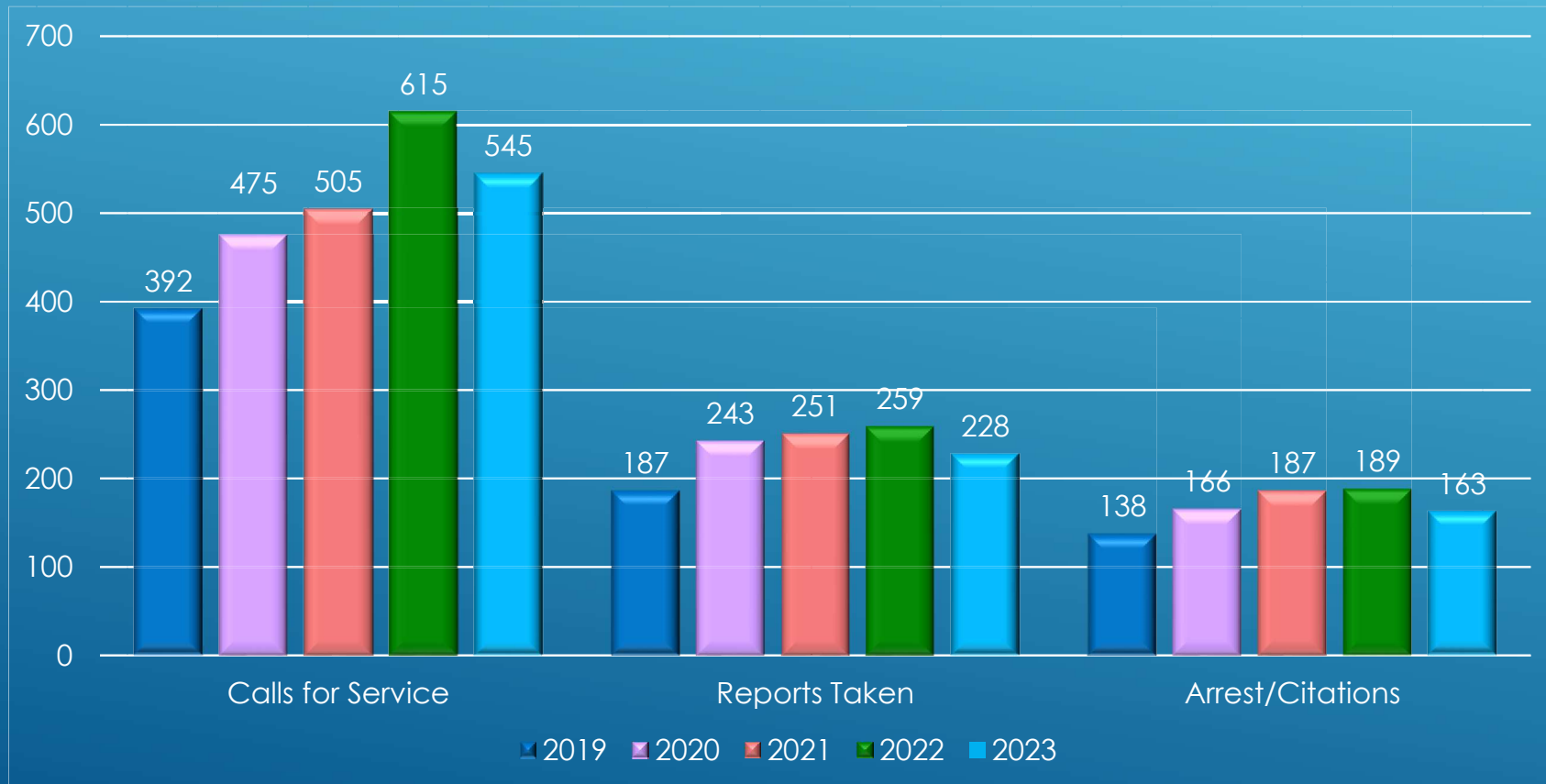
Part Two Crimes



	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Total	988	933	845	771	776	791	749	658	708	644
All Other Offenses	480	401	341	375	358	306	216	168	235	263
Curfew & Loitering	5	1	0	2	2	4	0	0	0	1
Disorderly Conduct	9	9	5	2	8	12	23	9	7	2
Drugs	90	92	138	71	91	105	167	161	156	134
Drunkenness	102	98	75	70	56	65	32	45	43	42
DUI	44	81	37	20	21	20	14	61	53	51
Embezzlement	2	0	1	0	8	2	0	0	0	0
Forgery & Counterfeit	10	25	21	35	20	26	21	22	20	22
Fraud	15	14	9	11	9	16	13	12	10	13
Liquor Laws	13	23	15	14	13	29	55	27	18	21
Off Agnst Family/Child	12	7	4	5	10	11	2	3	2	8
Prostitution/Vice	1	0	0	0	0	0	0	0	1	0
Runaways	10	2	3	3	23	28	15	16	3	22
Sex Offenses	4	6	5	6	5	2	5	4	6	11
Simple Assault	97	93	84	73	81	67	80	65	80	88
Stolen Prop:B/R/P	3	1	6	2	7	3	3	5	2	2
Vagrancy	6	4	4	0	2	0	3	0	1	0
Vandalism	78	57	89	76	50	75	81	49	43	42
Weapons	7	19	8	6	12	20	19	11	18	10



City of Carpinteria Homeless activity





City of Carpinteria

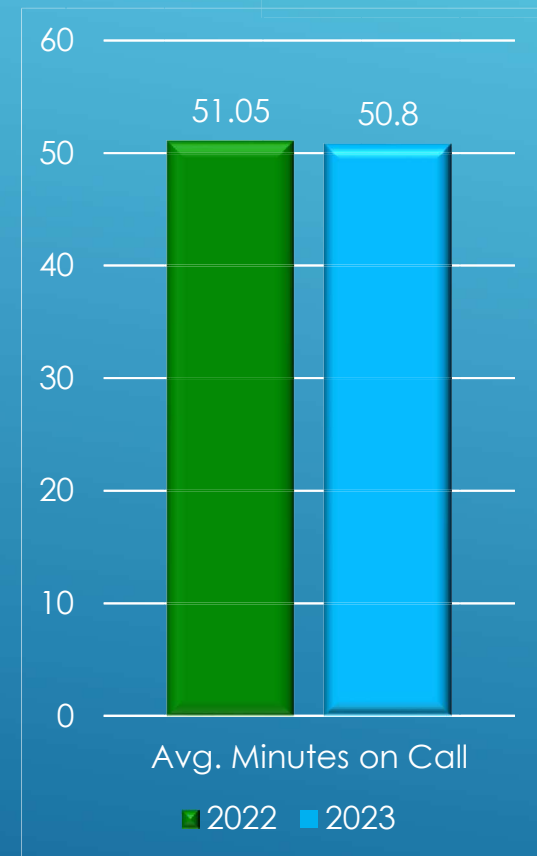
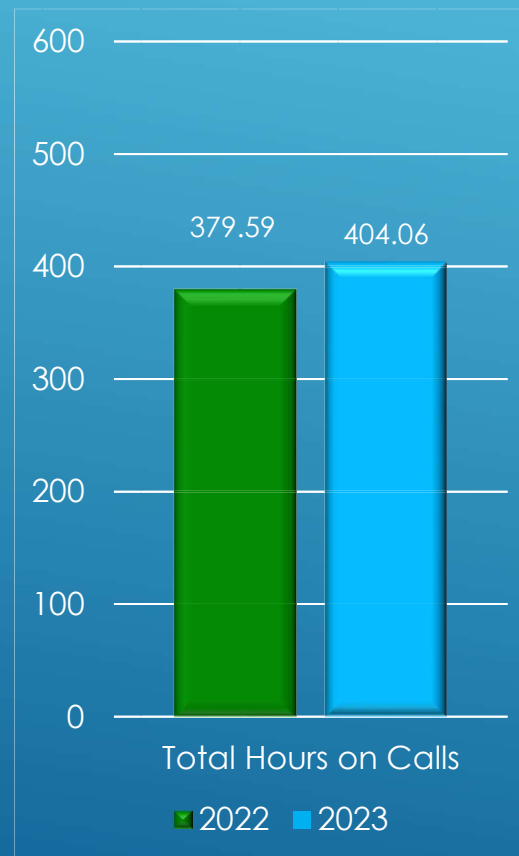
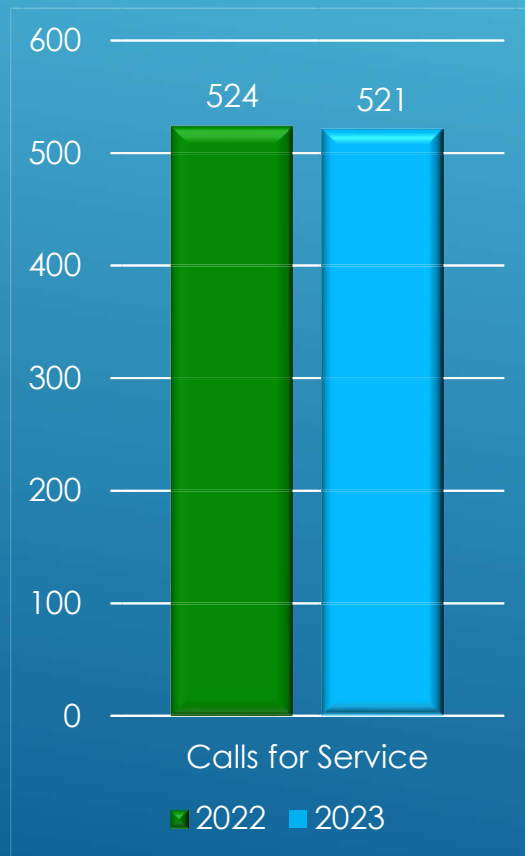
Homeless activity



	Calls for Service	Reports Taken	Arrests/Citations
2023	545	228	163
2022	615	259	189
2021	505	251	187
2020	475	243	166
2019	392	187	138



City of Carpinteria Mental Health Related Calls for Service





City of Carpinteria Mental Health Related Calls for Service



	2022	2023
Total Calls	524	521
Total Incident Time	379.59 hours	404.06 hours
Average Incident Time	51.05 minutes	50.8 minutes



KEY TAKEAWAYS



► Crime Trends

- **Part One Crimes:** There was an **8.5% increase** in Part One crimes from 2022 to 2023.
- **Part Two Crimes:** Part Two crimes saw a **9.04% decrease** from 2022 to 2023. Notable decreases include disorderly conduct and DUI arrests.

► Calls For Service:

- Calls for service in 2023 increased by **10.54%** from 2022, with a total of **10,265 calls**. This increase reverses a slight decline observed between 2021 and 2022.

► Traffic Collisions

- There was an **18.18% increase** in traffic collisions from 2022 to 2023, highlighting a potential concern for traffic safety.



KEY TAKEAWAYS CONTINUED



► Homelessness-Related Activity:

- Calls related to homelessness dropped by **11.4%** (from 615 in 2022 to 545 in 2023). Arrests and citations related to homelessness also decreased from 189 in 2022 to 163 in 2023.

► Mental Health-Related Calls:

- Mental health-related calls for service remained relatively stable, with **521 calls** in 2023 compared to 524 in 2022. However, the total incident time spent on these calls increased by **24.47 hours**.



QUESTIONS / COMMENTS



Oppose AB 98 (Carrillo, Juan and Reyes): Planning and zoning: logistic use: truck routes

AB 98 is a late gut-and-amend that will be swiftly heard on the Senate Floor. **AB 98** would propose stringent warehouse and logistic use standards and mandate setbacks, buffer zones, and trucking routes. The bill would also require a circulation element update with enforcement measures and thrust additional fines on local governments. Voice your opposition to **AB 98** by calling your Senator **TODAY** to vote 'NO' when the bill is heard.

[AB 98 \(Carrillo, Juan and Reyes\) sample opposition letter](#)