

City of Carpinteria
City Council Regular Meeting Agenda
Monday, September 23, 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. South Coast Youth Safety Partnership Presentation by Steve DeLira, Family Youth Services Director with CommUnify.

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

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.

2. Approve the minutes of the regular meeting held September 9, 2024.
3. Receive and file the Expenditures for the period beginning September 2, 2024 and ending September 13, 2024.
4. Receive and file the Monthly City Treasurer's Report on Compliance with Statement of Safekeeping and Investment of Public Funds for August 2024.
5. Adopt Resolution No. 6343, approving an amendment to the City's Conflict of Interest Code.

6. Receive and file report on General Government staffing needs and the Management Assistant recruitment.

ADMINISTRATIVE MATTERS:

7. Special Event Permit Application for the 2024 California Avocado Festival.

Recommendation: (1) Approve the Special Event Permit Application for the 2024 California Avocado Festival, and (2) Designate the area within the event footprint as a public park during the hours of operation pursuant to Carpinteria Municipal Code Section 10.68.010, and (3) Authorize expenditures for temporary traffic control and street cleaning services. *(This motion requires a roll call vote.)*

Staff Presenter: John L. Ilasin, Public Works Director

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

8. Carpinteria Groundwater Sustainability Agency Joint Executive Powers Agreement First Amendment.

Recommendation: Approve the First Amendment to the Joint Exercise of Powers Agreement by and among the Carpinteria Valley Water District, the City of Carpinteria, the Santa Barbara County Water Agency, and the County of Ventura, and authorize the Mayor to execute the aforementioned Agreement.

Staff Presenter: Erin Maker, Environmental Program Manager

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

9. Santa Barbara County Regional SB 1383 Food Recovery Plan Memorandum of Understanding.

Recommendation: Approve and authorize the City Manager to execute the 2025-2027 Memorandum of Understanding between the City of Carpinteria and the County of Santa Barbara for the Santa Barbara County Regional Senate Bill 1383 Food Recovery Plan.

Staff Presenter: Erin Maker, Environmental Program Manager

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

PUBLIC HEARING:

10. Approve the first reading of Ordinance No. 786, an Ordinance of the City Council of the City of Carpinteria, amending Carpinteria Municipal Code Section 8.20 pertaining to public sleeping and camping.

Recommendation: (1) Approve the first reading of Ordinance No. 786, amending CMC Section 8.20, as read by title only and (2) Find that approval and adoption of Ordinance No. 786 is exempt from CEQA pursuant to Sections 15060(c)(2), 15060(c)(3), and 15061(b)(3) of the CEQA Guidelines. *(Requires reading of ordinance title and a roll call vote.)*

Staff Presenter: Jena Shoaf Acos, Legal Counsel

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

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

MATTERS CONTINUED FROM PREVIOUS MEETINGS: NONE

OTHER BUSINESS:

11. Street Sweeping Equipment.

Recommendation: Direct staff to pursue one of the following options for continuing the Street Sweeping Program: (a) Continue street sweeping equipment rental and wait for electric street sweeping equipment delivery, or (b) Purchase preowned street sweeping equipment, discontinue rental, and wait for electric street sweeping equipment delivery, or (c) Purchase preowned street sweeping equipment, discontinue rental, and void the purchase order of the electric street sweeping equipment. *(This motion will require a roll call vote if Option A or B is chosen.)*

Staff Presenter: Stephon Downes, Management Analyst II

- 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 October 14, 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 18, 2024, in the City Clerk's Office, on the City Hall Public Notices Board, and on the Internet.



City of Carpinteria

COUNCIL AGENDA STAFF REPORT September 23, 2024

ITEM FOR COUNCIL CONSIDERATION

South Coast Youth Safety Partnership Presentation by Steve DeLira, Family Youth Services Director with CommUnify.

STAFF RECOMMENDATION

Receive and file presentation.

Sample Motion: I move to receive and file the presentation.

BACKGROUND/DISCUSSION

The City has been a participant in the South Coast Youth Safety Partnership (SCYSP) since its inception in 2009. The regional cooperative was created after the tragic gang related death of a youth in March 2007, and the City of Santa Barbara's initial response to that crisis led it to seek a regional collaboration to address youth violence.

Current participating agencies include the Cities of Santa Barbara, Goleta, and Carpinteria, and the County of Santa Barbara. CommUnify (formerly the Community Action Commission) is the host agency. The South Coast Youth Safety Partnership is not a service provider, but rather works with service providers to ensure communication and cooperation in the delivery and efficacy of services concerning youth safety.

POLICY CONSISTENCY

Collaborating with other agencies in order to effectively address issues of regional concern is consistent with the City Council's Primary Goal #4 (Strengthen the Community Institution Collaboration) of the City's Work Plan and the City's interest in protecting public health and safety.

FINANCIAL CONSIDERATIONS

No Additional Funding Requested. Minimal staff time to prepare the report is included in the Adopted FY 2024-25 General Fund Budget.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

There are no legal nor risk management considerations presented with this report.

PRINCIPAL PARTIES EXPECTED AT MEETING

Steve DeLira, Family Youth Services Director with CommUnify

ATTACHMENTS

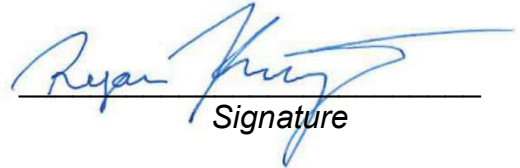
A. Presentation Slides

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

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



Signature



Signature

ATTACHMENT A



SCYSP

South Coast Youth Safety Partnership



March 14, 2007: 15 year-old Luis Angel Linares became the victim of a gang stabbing.



A 14 year-old was charged and found guilty of the homicide.



January 2008: the strategy planning committee on youth Violence was established.



March 2009: the South Coast Task Force on Youth Gangs was formed.

South Coast Youth Safety Partnership - History

South Coast Youth Safety Partnership (SCYSP)

Mission

The mission of the South Coast Youth Safety Partnership is to expand the mobilization and alignment of community resources to improve the safety and quality of life for our youth, their families, and the community.

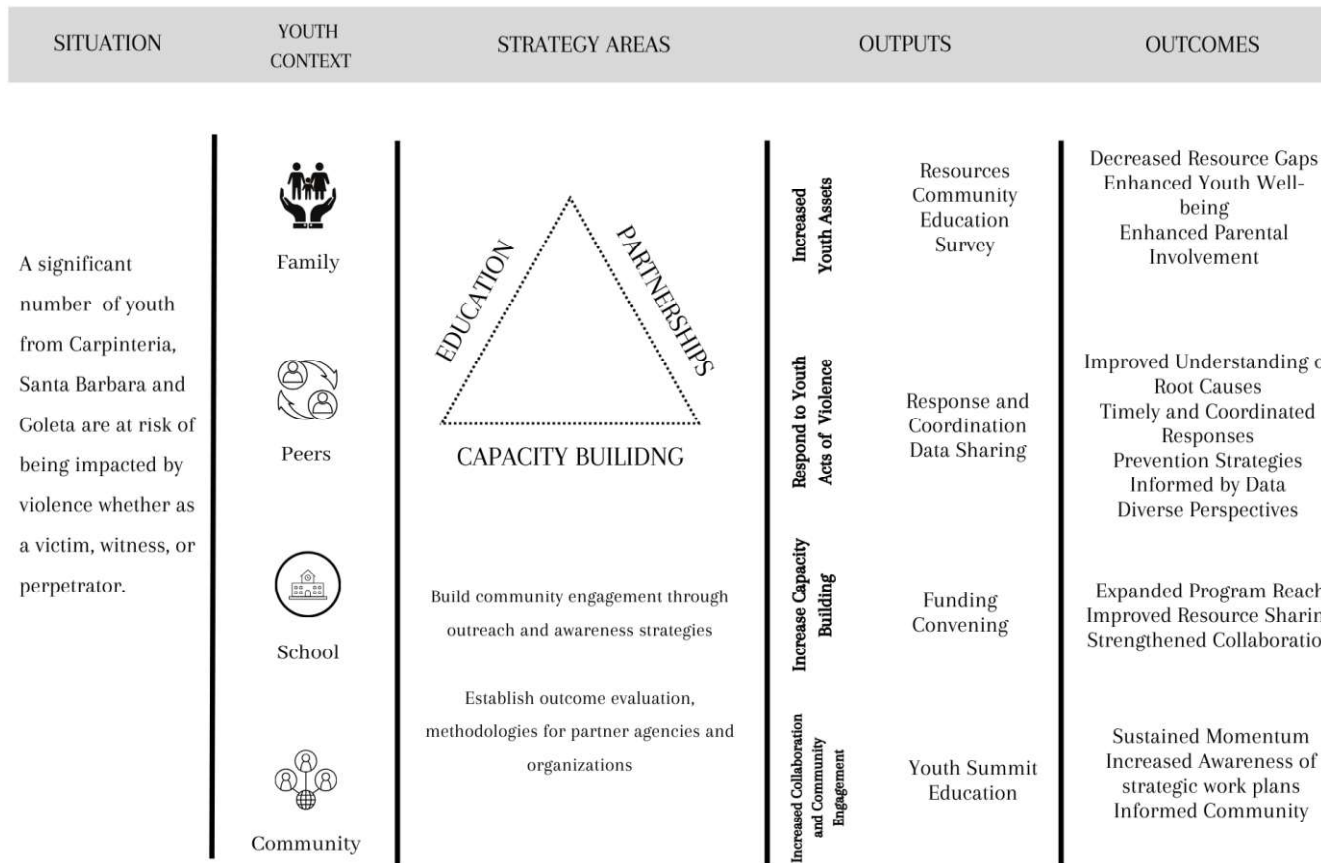
Vision

Safe and caring communities that provide opportunities for all youth to fulfill their educational, employment, and personal potential.



Theory of Change

South Coast Youth Safety Partnership



Goals

Youth Assets

- Promote within the community youth resources that are available - Met

Violence

- Respond to youth involved acts of violence – 75% Met, 25% in progress

Capacity Building

- Increase capacity building and funding with partner agencies – Met

Collaboration

- Increase collaboration and Community Engagement – 66.6% met, 33.3% in progress

Achievements

Youth Assets

- 211 information system has been updated
- 211 has developed a closed loop referral process and will be conducting countywide training
- FindHelp will be conducting a community wide training on how to use their system
- There is a central location where CBOs can list community events
- Surveys have been implemented.

Violence

- Youth safety and violence prevention panel (V)
 - SCYSP has responded to all reported youth involved acts of violence (V)
 - Psychological First Aid Training (V)
- 

Achievements

Capacity Building

- Research, identify, and support the application for available funding (CB)
- Hosted joint CET/Strategy and Policy Team meeting (CB)
- Applied for a grant on behalf of the partnership (CB)

Collaboration

- Annual youth Safety Conference (Col)
- Targeted Communication Plan – Theory of Change (Col)



Community Response

Carpinteria July 2023

- Drive By Shooting at Community Event
- CET in person meeting in Carpinteria
- Outcome: First in person meeting in Carpinteria since Covid, CBOs developed relationship with SBSO

Carpinteria February 2024

- Youth detained with Gun nearby High School
- CET in person meeting in Carpinteria
- Outcome: Increase youth safety resources at National Night Out event

Goleta February/March 2024

- Stabbings 02/27; 03/1; 03/08
- 2 of the 3 incidents were gang related and one was DV; 4 victims
- In person CET meeting
- Outcome: Resources to SBSO; information sharing; School provides services to impacted families

Quarterly Surveys – CET

Do the South Coast Youth Safety Partnership meetings assist your agency in providing youth Safety?

- 74% Yes (Sep 2023)
- 90% Yes (Mar 2024)
- 83% Yes (May 2024)
- 100% Yes (July 2024)

What can the SCYSP do more of to help support your agency's work related to youth safety?

- "Workshop for teens to participate in at local schools"
- "Just continue to build networks and relationships with agencies."
- "Similar resources to possibly utilize in the Santa Maria area"
- "Would love to hear more about how to approach gang violence, and what interventions we can use as medical providers."
- "It is important to know what is going on with our teens and community. Sometimes I don't have access to the data."

Annual Survey - Stakeholder

CommUnify staff have been both neutral and inclusive

- 94.7% Agree or Strongly Agree
- 5.3% Strongly Disagree

Partner agencies report new connections and/or collaborations with program delivery

- 94.7% Agree or Strongly Agree
- 5.3% Unsure

Partner agencies have a deeper understanding of ongoing community efforts to address youth safety and youth violence

- 94.5% Agree or Strongly Agree
- 5.6% Disagree

Annual Survey - Stakeholder

Partner agencies have identified and implemented new strategies or activities to address gaps or duplication

- 56.6% Agree or Strongly Agree
- 47.7% Disagree or are Unsure

Partner agencies report improvements in performance of effectiveness

- 52.6% Agree or Strongly Agree
- 47.4% Disagree or are Unsure

CommUnfiy staff have aggregated data across the SCYSP and shared progress reports, lessons and trends with partners and relevant stakeholders

- 73.7% Agree or Strongly Agree
- 26.3% Disagree or are Unsure

What are the top 3
Challenges facing your
organization in your day-to-
day work?

- Staffing
- Funding
- Housing

What are the top 3
challenges confronting our
youth in a post COVID-19
pandemic environment?

- Social Media
- Mental Health and Wellness
- Drugs

Please prioritize the top 3
projects that the SCYSP
should focus on over the
next fiscal year.

- Youth Safety
- Youth Employment
- Collaboration

Annual Survey - Stakeholder



Empower Youth: Inspiring Positive Paths Forward

Empower Youth: Inspiring Positive Paths Forward

HOPE Presentation
Calli Kelsay

What can parents do to have a good relationship with their teenage kids? How can they get their kids to talk to them about what is going on in their lives?

Parents and other adults don't always understand that their children are having a hard time with their mental health. What would you say are some signs that teens are in need of support?

High school is a common time to start a first romantic relationship. What advice do you have for parents in helping their teens navigate their first romantic relationship?

What can parents, teachers, and administrators do to help with bullying? What are some things bullies do to get away with bullying and not get into trouble?

What should adults do to encourage teenagers to share what is going on with them?

What do parents need to understand about teen drug and alcohol use? What should they do to help your teens navigate peer pressure and the prevalence of drugs and alcohol?

What would help you feel safer in your community?

Moving Forward

SCYSP Strategy Team will work on updating the Theory of Change

Gang Ecosystem training for Community Engagement Team

- Social Factors
- Economic Factors
- Political and Legal Factors
- Psychological Factors
- Environmental Factors
- Technology and media
- Outcome: increased awareness regarding gangs and their ecosystem



Contact Information



Steve DeLira

sdelira@communifysb.org

Office (805) 964-8857 ext. #1112

www.YouthSafetyTaskForce.org

MEMORANDUM



Council Meeting Date: September 23, 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
 - Start date September 30, 2024.
- Maintenance Worker – Two Part-time Positions
 - Awaiting candidate acceptance.
- Parks & Facilities Attendant – Part-time
 - Deadline for first review of applications: September 19, 2024.
- Recreation Leader – Part-time
 - Deadline for first review of applications: September 29, 2024.

UPDATES ON CAPITAL IMPROVEMENT PROJECTS

No updates

UPDATES ON DEVELOPMENT APPLICATIONS

Palms Restaurant Renovation Goes to ARB on September 26, 2024

The proposed renovation plans for the historic Palms Restaurant building at 701 Linden Avenue are scheduled for preliminary review by the City's Architectural Review Board (ARB) at the upcoming September 26th meeting. Over the last year, the property was acquired by new owners who have since been developing proposed plans to restore the historic integrity of the building's exterior, remodel the ground floor restaurant space, convert the second floor into a banquet/event space, and introduce a rooftop bar and dining area. The ARB staff report and a copy of the proposed plans are published on the City website at: <https://carpinteriaca.gov/city-hall/agendas-meetings/>

OTHER CITY/COMMUNITY UPDATES

Updates on Incidents on Carpinteria Beaches

Carpinteria Beach saw a busy summer, with lifeguards on duty during the school district's Spring Break, weekends from Spring Break through June, and full-time coverage until Labor Day. Lifeguard staffing will continue on weekends from Labor Day until the Avocado Festival. Below is the data collected by lifeguards this summer season:

- 14 water rescues
- 59 first aid incidents
- 7 lost persons assisted
- 317 safety contacts
- 28 stingray injuries
- 2 bee stings
- 3 major incidents requiring 911 assistance, resulting in victim transport

County Planning Commission to Consider Cannabis Ordinance Update

The Santa Barbara County Planning Commission is scheduled to hold a public hearing on September 25, 2024, to consider proposed amendments to the County's commercial cannabis regulations. Proposed amendments would establish a cannabis odor threshold and revise odor abatement development standards and odor abatement plan procedures. The County Planning Commission is tasked with reviewing and providing recommendations on the proposed Ordinance amendments to the County Board of Supervisors for consideration at a future hearing. The meeting agenda and staff report items will be published on the County's website ahead of the hearing at: <https://cosantabarbara.app.box.com/s/q97rv82305oyfnbdjhcyxrrdhu3dgkqy/folder/240439582930>

General Plan Safety Element Amendment Scheduled for October 7 Planning Commission

At the upcoming Carpinteria Planning Commission hearing on October 7, 2024, City staff will present a proposed amendment to the Safety Element of the City's General Plan. The proposed amendment is minor in nature and would add language to incorporate the City's adopted Local Hazard Mitigation Plan (LHMP) in its entirety as a part of the Safety Element. Pursuant to Assembly Bill 2140, jurisdictions that incorporate their LHMP into the General Plan are eligible for additional State Public Assistance funding. Additionally, this amendment is part of the scope of work for a California Office of Emergency Services grant the City received to update the LHMP; completion of the amendment would allow the City to close out the grant and receive reimbursement for the LHMP update (\$84,437). The staff report and associated documents will be available online at carpinteriaca.gov/city-hall/agendas-meetings/ by Thursday, October 3rd.

City-County Urban County CDBG Program Cooperation Agreement

In July of 2024, City staff renewed the Cooperation Agreement between the County and City for participation in the Santa Barbara Urban County Community Development Block Grant (CDBG) program for the next three years (2025-2028). Participation in the program

allows the City to qualify for CDBG funds to help pay for community-based programming, capital projects and affordable housing development. Following renewal, the U.S. Department of Housing and Urban Development (HUD), who administers the CDBG program notified the City and County that various minor administrative amendments to the Cooperation Agreement were necessary to meet current HUD requirements. Earlier this month, City and County staff executed the necessary minor amendment to the Cooperation Agreement and have submitted it to HUD for final certification.

Southern California Gas Company Hydrostatic Testing Operation

SoCalGas Company initially planned to discharge recycled water from its operations to Carpinteria Community Farm (Avocado Orchard) and El Carro Park for irrigation during the summer, estimating a total of 421,000 gallons (approximately 563 hundred-cubic feet) of recycled water. However, due to unacceptable water quality test readings, SoCalGas was unable to deem the recycled water as safe for irrigation use. As a result, no recycled water was discharged to the City parks or the storm drain system. Instead, the water was removed from the operation site by SoCalGas, which maintains ownership of the water manifest and is responsible for its proper treatment and disposal. According to SoCalGas, the water did not exhibit any of the four hazardous waste characteristics—corrosivity, ignitability, reactivity, or toxicity.

Call of The Wild: Adventure Tales of Men in Nature

An enchanting evening of storytelling, camaraderie, and reflection will take place on September 24th at 5:30 PM in the Vets Hall Courtyard. Attendees are encouraged to bring a blanket or chair and their favorite snacks for a relaxed picnic in the fresh air. In celebration of Creek Week, the event will unite adventurers and storytellers to share captivating tales of survival, exploration, and the power of the natural world. This is a unique opportunity to be inspired by those who have answered the call of the wild.

Community Library

The Community Library is currently offering a citizenship class and has six students enrolled. Thanks to the help of volunteers, one participant received one on one assistance as their interview will take place before the class will be completed.

The Library held its annual voter registration drive on Tuesday, September 17. Working with National Voter Registration Day, Carpinteria was one of 5,100 locations across the country promoting voter registration for all those who are newly eligible, who want to change party affiliation, have moved or have had a name change. Paper registration forms were available from the County of Santa Barbara Elections office.

Creek Week

Creek Week is an annual celebration of our creeks, watersheds, and the ocean, with the intention of building awareness and encouraging stewardship of our region, organized by the cities of Carpinteria, Goleta, and Santa Barbara, and the County of Santa Barbara. This year we have an expanded schedule of events hosted by a variety of organizations. To view the complete schedule, visit www.sbcreekweek.com.

AD HOC & STANDING COMMITTEES

Ad Hoc Committees

Ad hoc City Council committees are established by the City Council for a specific duration and purpose, and they are dissolved once their tasks are complete. Generally, these committees are not subject to the Brown Act if they meet three criteria: (1) the committee consists of fewer members than would constitute a quorum of the Council, (2) it has a defined purpose and a set time frame for achieving that purpose (not perpetual), and (3) it is advisory, meaning it has no decision-making power, and any recommendations must be presented to the full City Council for consideration and action. However, the City Council can choose to subject an ad hoc committee to the Brown Act at the time of its creation, as seen with the HSAC and Senior Services ad hoc committees.

Joint and Standing Committees

The City Council establishes and maintains various standing committees to address specific subject areas. Standing committees either (1) have continuing subject matter jurisdiction or (2) operate on a meeting schedule defined by charter, ordinance, resolution, or formal action of the City Council. Both joint and standing committees are subject to the Brown Act and do not have a set termination date. Their scope of work is generally broad.

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

In-Person and Virtual

CALL TO ORDER

Mayor Clark called the meeting to order at 5:30 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
Ryan Kintz, Assistant City Manager
Brian C. Barrett, City Clerk
Ryan Benson, Limited-Term Management Analyst
Jeanette Gant, Parks, Recreation & Community Services
Director
Mindy Fogg, Principal Planner

PLEDGE OF ALLEGIANCE

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

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

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

AGENDA MODIFICATIONS: NONE

INTRODUCTIONS, PROCLAMATIONS AND PRESENTATIONS

1. Proclamation Declaring September 15, 2024 to October 15, 2024 as Hispanic Heritage Month. *(Requires approval prior to presentation of proclamation.)*

Speakers in-person: Rogelio Delgado and Sonia Aguila

Motion by Vice Mayor Alarcon, seconded by Councilmember Nomura, to approve the Proclamation Declaring September 15, 2024 to October 15, 2024 as Hispanic Heritage Month. Upon voice vote, the motion carried unanimously.

Mayor Clark and the City Council presented the proclamation to Ms. Aguila who provided comments.

2. Proclamation Proclaiming September 2024 as "Suicide Prevention" Month. *(Requires approval prior to presentation of proclamation.)*

There was no public comment.

Motion by Councilmember Nomura, seconded by Vice Mayor Alarcon, to approve the Proclamation Proclaiming September 2024 as "Suicide Prevention" Month. Upon voice vote, the motion carried unanimously.

Mayor Clark presented the proclamation to Amrita Salm, Becky Norton, and Lucia Torres, all representing HopeNet of Carpinteria, who provided remarks.

3. Proclamation Designating the Week of September 8 – 14, 2024 as "Celebrate Community Week." *(Requires approval prior to presentation of proclamation.)*

Speakers in-person: Suzanne Schneider and Steve Gerteis, both representing Carpinteria Morning Rotary Club.

Motion by Councilmember Nomura, seconded by Vice Mayor Alarcon, to approve the Proclamation Designating the Week of September 8 – 14, 2024 as "Celebrate Community Week." Upon voice vote, the motion carried unanimously.

Mayor Clark and the City Council presented the proclamation to Ms. Schneider and Mr. Gerteis, who provided comments.

4. Introduction of new employee Ryan Benson, Limited-Term Management Analyst.

Assistant City Manager Kintz introduced Limited-Term Management Analyst Ryan Benson who provided remarks.

5. Introduction of new Chief of Police, Lieutenant Rich Brittingham with the Santa Barbara County Sheriff's Department.

City Manager Ramirez noted Lieutenant Brittingham is out sick and his introduction, the Sheriff's Recap, and Item No. 9 would need to be postponed to the next regular Council meeting.

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

Mayor Clark temporarily adjourned the meeting at 5:58 pm.

RECONVENE THE REGULAR MEETING OF THE CITY COUNCIL

Mayor Clark reconvened the meeting at 6:15 pm.

PUBLIC INFORMATION REPORTS AND ANNOUNCEMENTS

This item was postponed to the next regular City Council meeting.

CITY MANAGER'S REPORT

a. Senior Services Programming

None.

b. City Employee Updates

City Manager Ramirez reported on City recruitments.

c. Updates on Capital Improvement Projects

None.

d. Updates on Development Applications

Principal Planner Fogg announced that the September 16th General Plan Update Committee meeting was cancelled and noted the County's Bailard "Red Tail" Residential Development Application was deemed complete by County Planning and Development.

City Manager Ramirez reported on the FEMA 90-Day Appeal and Comment Period for the proposed updates to the flood insurance rate maps for community countywide, including Carpinteria.

e. Other City/Community Updates

Parks, Recreation & Community Services Director Gant reported on AgeWell's Dia De Los Abuelos celebration, the Saturday Excursion - End of Summer Poolside Picnic, and provided an update on Ocean Beach Services.

Vice Mayor Alarcon requested at the next Council meeting a recap of any large incidents that may have occurred at the beach. Parks, Recreation & Community Service Director Gant acknowledged Vice Mayor Alarcon's request.

Speakers in-person: Amrita Salm and Rogelio Delgado

PLANNING COMMISSION ACTIONS:

Principal Planner Fogg reported on the Planning Commission Actions from its meeting of September 3, 2024.

There was no public comment.

PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA

Speakers in-person: Stephen Marcussen, Eileen Marcussen, Ann Matson, Erick Trigueros, and Rogelio Delgado

Emails distributed: Ron Nusenoff and Rita Manning

CONSENT CALENDAR:

There was no public comment.

Motion by Councilmember Lee, seconded by Councilmember Solórzano, to approve the Consent Calendar Item Nos. 6 through 7. Upon voice vote, the motion carried unanimously.

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.

Parks, Recreation & Community Services Director Gant presented the staff report.

Speakers in-person: Peter Bonning

Motion by Councilmember Solórzano, seconded by Councilmember Nomura, to authorize the City Manager to execute the agreement with the Carpinteria Skate Foundation. Upon voice vote, the motion carried unanimously.

PUBLIC HEARING: NONE

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

MATTERS CONTINUED FROM PREVIOUS MEETINGS: NONE

OTHER BUSINESS:

9. Annual Report on Law Enforcement Services.

Recommendation: Receive and file the report.

This item was postponed to the next regular Council meeting.

LEGISLATIVE UPDATE:

Legal Counsel Acos reported on AB 98 and AB 2561.

COMMITTEE REPORTS, INQUIRIES AND OTHER MATTERS PRESENTED BY COUNCILMEMBERS

Councilmember Solórzano announced that the Ad Hoc Harbor Seal Advisory Committee will meet on September 12th at 3:00 pm.

ATTENDANCE OF COUNCILMEMBERS FOR FUTURE MEETINGS

All Councilmembers are expected to be in attendance at the September 23rd regular Council meeting.

ADJOURNMENT

Mayor Clark adjourned the meeting at 7:10 pm.

Al Clark, Mayor

ATTEST:

Brian C. Barrett, CMC, CPMC
City Clerk



City of Carpinteria

COUNCIL AGENDA STAFF REPORT September 23, 2024

ITEM FOR COUNCIL CONSIDERATION

Expenditures for the period beginning September 2, 2024 and ending September 13, 2024.

STAFF RECOMMENDATION

Receive and file Warrant Register for the period of September 02, 2024, through September 13, 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 September 02, 2024, and ending September 13, 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

ATTACHMENT A



Warrant Register

Carpinteria, CA

Date Range: 09/02/2024 - 09/13/2024

Vendor Number Payable #	Vendor Name Payable Type	Payable Description	Payment Date	Payment Amount	Number
Bank Code: AP Bank-AP Bank Payment Type: Regular					
162609	ADVANTAGE TELECOM Invoice	SEP24 EMERGENCY PHONE LINE SERVICES	09/05/2024	70.00	104294
113V-7J49-71JP	AMAZON CAPITAL SERVICES INC Invoice	BOOKS FOR LIBRARY	09/05/2024	274.62	104295
193V-X6YH-GRVD	Credit Memo	BOOKS FOR LIBRARY			
1CFK-H946-VNH4	Invoice	BOOKS FOR LIBRARY			
1JWX-6KH7-79P7	Invoice	BOOKS FOR LIBRARY			
1K1M-YNXC-73V6	Invoice	BOOKS FOR LIBRARY			
1NMH-XMRL-9CVV	Invoice	1 CASE COLD PACKS FOR FIRST AID AT POOL			
1P11-6X9L-7MDQ	Invoice	VINYL STICKERS FOR DOGGI POTS			
2402	ANDREA ADAMS-MORDEN Invoice	JUL24 PARK RESTORATIONS	09/05/2024	200.00	104296
IN3185260	BASIC Invoice	AUG24 MONTHLY FSA ADMIN FEE	09/05/2024	157.48	104297
1458	BLUESTUDIO INC Invoice	PROFESSIONAL SERVICES-LINDEN DESIGN THRU 8/15/24	09/05/2024	75.00	104298
ENVIR01309	CALIFORNIA JPIA Invoice	FY24-25 POLLUTION LIABILITY INSURANCE	09/05/2024	2,328.00	104299
2024 CLA CONFERENCE	CALIFORNIA LIBRARY ASSOCIATION Invoice	OCT24 REGISTRATION - J. THOMAS	09/05/2024	225.00	104300
89334	CANNON Invoice	JUL24 DESIGN SERVICE-4675 CARPINTERIA AVE	09/05/2024	895.50	104301
89400	Invoice	JUL24 DESIGN SERVICE-4745 CARPINTERIA AVE			
544246	CARPINTERIA VALLEY LUMBER CO Invoice	TUBE CUTTER, SAND CLOTH FOR CITY HALL BACKFLOW	09/05/2024	142.56	104302
544350	Invoice	TEFLON TAPE FOR ASH STREET REPAIR			
544563	Invoice	9V BATTERY, PUTTY, PJ COMPOUND FOR POOL			
544976	Invoice	CONCRETE MIX FOR CANALINO DRIVE SINKHOLE			
545057	Invoice	PARTS FOR BACKFLOW REPAIR CITY HALL			
781776	COAST AUTO PARTS INC Invoice	WIRE & RING TERMINAL FOR UNIT 420	09/05/2024	80.95	104303
782099	Invoice	BLUE DEF FOR STREET SWEEPER			
61532	COASTAL VIEW NEWS Invoice	LEGAL NOTICE CARP BRIDGE PROJECT AD 8/8/24	09/05/2024	2,173.00	104304
61549	Invoice	NOTICE INVITING BIDS AD 8/15, 8/22 2024			
61561	Invoice	NOTICE OF PLANNING COMMISSION HEARING AD 8/22/24			
61562	Invoice	NOTICE INVITING BIDS AD 8/22/24, 8/29/24			
SEP24 001 3011 028030701	COX BUSINESS Invoice	SEP24 POOL & GARDEN INTERNET-PHONE SERVICE	09/05/2024	351.42	104305
INV1315262	DASH MEDICAL GLOVES Invoice	3 CASES BLACK NITRILE GLOVES	09/05/2024	262.17	104306
INV0006124	DOMINGO BERNAL Invoice	VETS HALL EVENT 8/10/24 REFUND	09/05/2024	300.00	104307
05749	ENCOMPASS CONSULTANT GROUP INC Invoice	JUL24 CHANEY AVE EMERGENCY REPAIR	09/05/2024	880.00	104308
	ERIC CASTRO		09/05/2024	190.69	104309

INV0006126	Invoice	TRAVEL REIMBURSEMENT-CALL ACADEMY 2024		
	FILIPPIN ENGINEERING INC.	09/05/2024	43,469.00	104310
240501-04	Invoice	JUL24 2022 PAVEMENT REHABILITATION PROJECT		
	FOREVER REDWOOD	09/05/2024	3,909.25	104311
131040 - 05/21/2024	Invoice	REPLACE BENCH DAMAGED BY WEST COAST ARBORIST		
	FRONTIER COMMUNICATIONS	09/05/2024	221.37	104312
SEP24 209-188-2500-061589-5	Invoice	SEP24 PHONE & INTERNET - LG TOWER		
SEP24 805-566-3374-042524-5	Invoice	SEP24 PHONE & INTERNET-BOATHOUSE		
	GOLD COAST WATER POLO CLUB	09/05/2024	500.00	104313
INV0006129	Invoice	JUN24 WATER POLO GAMES		
	GRAINGER	09/05/2024	853.71	104314
9223142275	Invoice	FORK EXTENSION FOR TRUCK LIFTS/UNLOADING EQUIPMENT		
	IMPULSE ADVANCE COMMUNICATIONS	09/05/2024	1,620.98	104315
123453	Invoice	SEP24 PHONE SERVICES		
	JESSICA OCONNOR	09/05/2024	100.00	104316
INV0006130	Invoice	EL CARRO KEY DEPOSIT REFUND 8/17/24		
	JOY EQUIPMENT PROTECTION INC	09/05/2024	692.77	104317
4349	Invoice	ANNUAL FIRE EXTINGUISHER SERVICE 8/23/24		
	MINER'S ACE HARDWARE INC	09/05/2024	835.07	104318
18668	Invoice	RMA 510 V CORDLESS MOWER		
18698	Invoice	FASTNERS FOR PARKLETS		
18816	Invoice	LANDSCAPE HELMET WITH FACE SHIELD R. AISPURO		
	MISSION UNIFORM SERVICE	09/05/2024	475.22	104319
522186138	Invoice	MAT REPLACEMENT, UNIFORM CLEANING 8/19/24		
522186139	Invoice	TOWEL & MAT REPLACEMENT CITY HALL 8/19/24		
522234345	Invoice	TOWEL & MAT REPLACEMENT VETS HALL 8/26/24		
522234346	Invoice	TOWEL & MAT REPLACEMENT LIBRARY 8/26/24		
522234348	Invoice	TOWEL & MAT REPLACEMENT POOL 8/26/24		
522234349	Invoice	MAT REPLACEMENT, UNIFORM CLEANING 8/26/24		
522234350	Invoice	TOWEL & MAT REPLACEMENT CITY HALL 8/26/24		
	MNS ENGINEERS INC	09/05/2024	645.00	104320
87144	Invoice	JUL24 ATP CYCLE 7 GRANT WRITING		
	MSC INDUSTRIAL SUPPLY CO. INC	09/05/2024	266.92	104321
21935739	Invoice	STRETCH FILM, 60 GAL CAN LINERS		
	NEW BEGINNINGS COUNSELING CENTER	09/05/2024	1,447.03	104322
49798	Invoice	JUL24 SAFE PARKING PROGRAM		
	PATRICK O'CONNOR	09/05/2024	4,925.74	104323
INV0006139	Invoice	PROJECT PL-23-2200-CUP CLOSE OUT		
	QUADIENT FINANCE USA INC	09/05/2024	500.00	104324
AUG24B 7900 0440 8110 0954	Invoice	POSTAGE FOR CITY HALL 8/28/24		
	QUADIENT LEASING USA INC.	09/05/2024	622.44	104325
Q1470405	Invoice	SEP24-DEC24 LEASE PAYMENT FOR C.H. POSTAGE MACHINE		
	SANTA BARBARA COUNTY SHERIFFS DEPT	09/05/2024	529,213.00	104326
2264	Invoice	AUG24 CONTRACTED LAW ENFORCEMENT SERVICE		
	SANTA BARBARA LOCKSMITH	09/05/2024	89.61	104327
146690	Invoice	DUPLICATE KEYS FOR PARKS & REC		
	SANTA BARBARA PEST CONTROL	09/05/2024	130.00	104328
34834	Invoice	AUG24 PEST CONTROL AT VETS HALL		
34835	Invoice	AUG24 PEST CONTROL AT CITY HALL		
	SANTOS MENDIOLA VENCES	09/05/2024	300.00	104329
INV0006140	Invoice	VETS HALL EVENT 8/10/24 REFUND		
	SITEONE LANDSCAPE SUPPLY (ALL AROUND)	09/05/2024	849.13	104330
144956885-001	Invoice	PVC FITTINGS FOR COMMUNITY GARDEN		

144957030-001	Invoice	PARTS FOR BACKFLOW DEVICE INSTALL ACROSS FROM C.H.		
145131676-001	Invoice	BRASS FITTING FOR SALT MARSH		
	SMARDAN HATCHER COMPANY	09/05/2024	369.53	104331
S4137889.001	Invoice	PARTS FOR BACKFLOW REPAIR CITY HALL		
S4137900.001	Invoice	PARTS FOR BACKFLOW REPAIR CITY HALL		
	SO CA EDISON	09/05/2024	11,298.86	104332
AUG24 700201069122	Invoice	AUG24 ELECTRICITY-101 ASH AVE		
AUG24 700230547624	Invoice	AUG24 ELECTRICITY-5103 CARPINTERIA AVE		
AUG24 700247140684	Invoice	AUG24 ELECTRICITY-1 CARPINTERIA TC1		
AUG24 700255596559	Invoice	AUG24 ELECTRICITY-100 LINDEN		
AUG24 700264659490	Invoice	AUG24 ELECTRICITY-1115 LINDEN AVE B PED		
AUG24 700274833982	Invoice	AUG24 ELECTRICITY-901 CACTUS LN EV EV		
AUG24 700291369452	Invoice	AUG24 ELECTRICITY-MULTIPLE LOCATIONS		
AUG24 700465507084	Invoice	AUG24 ELECTRICITY-4950 9TH ST BT HM		
AUG24 700477662295	Invoice	AUG24 ELECTRICITY-901 CACTUS LN LGHT LGHT		
AUG24 700525378417	Invoice	AUG24 ELECTRICITY-931 WALNUT AVE & 4851 5TH ST		
AUG24 700827356389	Invoice	AUG24 ELECTRICITY-5300 CARPINTERIA AVE TC1 TC1		
	SO CAL GAS	09/05/2024	1,131.54	104333
AUG24 006 514 2700 7	Invoice	NATURAL GAS 5305 CARPINTERIA AVE (POOL)		
AUG24 014 914 3239 7	Invoice	NATURAL GAS 5103 CARPINTERIA AVE (FRIENDS OF THE L		
AUG24 016 913 9500 6	Invoice	NATURAL GAS 5775 CARPINTERIA AVE (CITY HALL)		
	STAPLES ADVANTAGE	09/05/2024	401.10	104334
6009304180	Invoice	2 PACKS TONER CARTRIDGE R. HOWARD		
	STATE WATER RESOURCES CONTROL BOARD	09/05/2024	2,985.00	104335
CERT 34224WQ22	Invoice	WINTER BERM PERMIT		
	STP SCREEN PRINTING	09/05/2024	802.24	104336
3650	Invoice	2024 SOFTBALL LEAGUE T-SHIRTS		
	TORO ENTERPRISES INC	09/05/2024	408,821.92	104337
18006	Invoice	JUL24 2022 PAVEMENT REHABILITATION PROJECT		
	TREESCAPES	09/05/2024	1,585.00	104338
388337071	Invoice	TREATMENT OF VARIOUS TREES 8/2/24		
388337072	Invoice	OAK TREE CATERPILLAR PREVENTION 5290 OGAN RD		
	TRI-CO REPROGRAPHICS	09/05/2024	256.65	104339
205861	Invoice	SMALL FORMAT, STAPLING OF TREE REMOVAL 8/19/24		
	UNION PACIFIC RAILROAD COMPANY	09/05/2024	1,584.47	104340
90138065	Invoice	PLAN REVIEW RINCON TRAIL PROJECT		
	VILLAGE POOL SUPPLY	09/05/2024	361.21	104341
49260	Invoice	FLAG POLE PLUGS FOR DOWNTOWN T		
49471	Invoice	TEST STRIPS, REAGENT FOR POOL 8/21/24		
49536	Invoice	CHLORINE, ACID FOR POOL 8/27/24		
	WESTAIRE HEATING & CONDITIONING INC	09/05/2024	500.00	104342
21006	Invoice	AUG24 MAINTENANCE AT LIBRARY & VETS HALL		
	WESTERN EXTERMINATOR COMPANY	09/05/2024	82.05	104343
66130153	Invoice	AUG24 PEST CONTROL AT VETS HALL 8/8/24		
	WEX BANK (76)	09/05/2024	648.86	104344
99378223	Invoice	AUG24 FUEL FOR CITY VEHICLES		
	MISSIONSQUARE	09/05/2024	9,642.99	104345
INV0006150	Invoice	MISSIONSQUARE Employee Contributions		
INV0006151	Invoice	Deferred Compensation Contribution-Part Time Emp		
INV0006152	Invoice	MissionSquareEmployee Contributions		
INV0006153	Invoice	MISSIONSQUARE Employee Contributions		
	SEIU LOCAL 620	09/05/2024	235.32	104346
INV0006154	Invoice	Employee Union Dues Contribution		
	AMAZON CAPITAL SERVICES INC	09/12/2024	422.62	104347
11WQ-P641-J3W4	Credit Memo	TONIES CARRY CASE RETURNED		
1C3D-R9JV-79CV	Invoice	BROOM, FLOOR SWEEPER, WIPES FOR LIBRARY		

1HFT-HXCC-JDGP	Credit Memo	BOOBOWL CASE RETURNED		
1HFT-HXCC-XFLD	Invoice	BOOKS FOR LIBRARY		
1KYX-LITQ-6PMM	Invoice	BOOKS FOR LIBRARY		
1N7L-YHXD-7496	Invoice	BOOKS FOR LIBRARY		
1N7L-YHXD-7NGC	Invoice	BOOKS FOR LIBRARY		
1NDJ-RDKH-9KVH	Invoice	2 PACKS LEGAL WRITING PADS		
1P1R-DQLD-9THV	Invoice	COFFEE CUPS FOR BREAKROOM		
1R43-7KFV-KQVC	Invoice	BOOKS FOR LIBRARY		
1TCV-R3JM-9CL1	Invoice	BOOKS FOR LIBRARY		
21631623	BAY ALARM	09/12/2024	125.00	104348
	Invoice	SERVICE CALL FOR PHONE LINE PROBLEM AT POOL		
1448	BLUESTUDIO INC	09/12/2024	1,675.00	104349
	Invoice	PROFESSIONAL SERVICES-LINDEN DESIGN THRU 8/15/24		
545208	CARPINTERIA VALLEY LUMBER CO	09/12/2024	13.49	104350
	Invoice	REPLACE WAX RING-VIOLA WOMENS RESTROOM		
CARP CITY AUG24 SERVICE	CARPINTERIA VALLEY WATER DISTRICT	09/12/2024	25,579.23	104351
	Invoice	AUG24-WATER FOR MULTIPLE LOCATIONS		
61566	COASTAL VIEW NEWS	09/12/2024	185.00	104352
	Invoice	NOTICE OF PUBLIC HEARING AD 8/29/24		
SEP24 001 3011 022093901	COX BUSINESS	09/12/2024	428.43	104353
	Invoice	SEP24 CITY HALL INTERNET-PHONE SERVICE		
4049	EVERYWHERE RIGHT NOW	09/12/2024	665.00	104354
	Invoice	AUG24 WEBSITE PROGRAMMING FOR CITY HALL		
AUG24 0853 AUG24 0983 AUG24 3409 AUG24 3696 AUG24 4480 AUG24 4545 AUG24 5788 AUG24 6160 AUG24 9341 AUG24 9893	FIRST NATIONAL BANK OF OMAHA	09/12/2024	5,658.40	104355
	Invoice	CREDIT CARD PAYMENT - JG		
	Invoice	CREDIT CARD PAYMENT-OUM		
	Invoice	CREDIT CARD PAYMENT-JS		
	Invoice	CREDIT CARD PAYMENT-LM		
	Invoice	CREDIT CARD PAYMENT-NB		
	Invoice	CREDIT CARD PAYMENT-BB		
	Invoice	CREDIT CARD PAYMENT-RK		
	Invoice	CREDIT CARD PAYMENT-JI		
	Invoice	CREDIT CARD PAYMENT-MR		
	Invoice	CREDIT CARD PAYMENT-JT		
INV0006163	GILBERT PUNSALAN	09/12/2024	433.00	104356
	Invoice	AUG24 TRAVEL REIMBURSEMENT GFOA BUDGET ACADEMY		
5536	GLADWELL GOVERNMENTAL SERVICES INC	09/12/2024	420.00	104357
	Invoice	GENERAL ELECTIONS ADVICE		
150021892	GRACENOTE	09/12/2024	75.65	104358
	Invoice	SEPT24 LISTING DISTRIBUTION SERVICES-GATV		
9228610813 9234521244	GRAINGER	09/12/2024	1,059.58	104359
	Invoice	4,000 LB FORK EXTENTION FOR STREETS TRUCK		
	Invoice	TRAILER ADAPTER, DRAIN CLEANING CABLE-WATER TRAILER		
E5A08N	HAAKER EQUIPMENT COMPANY	09/12/2024	11,772.00	104360
	Invoice	7/31/24-8/27/24 HAAKER STREET SWEEPER RENTAL		
1025748 FY24/25	ICMA MEMBERSHIP RENEWALS	09/12/2024	200.00	104361
	Invoice	FY24/25 ICMA MEMBERSHIP RENEWAL FEE R. KINTZ		
415502 - PPU	KANOPY	09/12/2024	103.00	104362
	Invoice	AUG24 LIBRARY VIDEOS		
15596	LIN CONSULTING INC.	09/12/2024	389.12	104363
	Invoice	AUG24 ENGINEERING CARP & PALM AVE INTERSECTION		
24/25 10096827864	LOS ANGELES TIMES	09/12/2024	884.00	104364
	Invoice	ANNUAL RENEWAL 9/4/24-9/3/25 LIBRARY		
522272743	MISSION UNIFORM SERVICE	09/12/2024	239.08	104365
	Invoice	MAT REPLACEMENT, UNIFORM CLEANING 9/2/24		

522272744	Invoice	TOWEL & MAT REPLACEMENT CITY HALL 9/2/24		
	OVERDRIVE INC.	09/12/2024	886.36	104366
01352CO24251179	Invoice	AUG24 EBOOKS/AUDIOBOOKS FOR LIBRARY		
01352DA24232550	Invoice	AUG24 EBOOKS/AUDIOBOOKS FOR LIBRARY		
	QUADIENT FINANCE USA INC	09/12/2024	500.00	104367
JUN24A 79000440 8110 0954	Invoice	POSTAGE FOR CITY HALL 6/10/2024		
	RISDON'S 76 SERVICE	09/12/2024	120.00	104368
4010	Invoice	CAR WASH FOR UNIT 255 8/25/24		
4208	Invoice	CAR WASH FOR UNIT 255 8/3/24		
6435	Invoice	CAR WASH FOR UNIT 250 8/31/24		
7978	Invoice	CAR WASH FOR UNIT 250 8/11/24		
	ROCKWELL PRINTING	09/12/2024	1,070.25	104369
44879	Invoice	NEW TRUCK DECALS FOR PUBLIC WORKS/PARKS		
	SANTA BARBARA COUNTY CLERK OF THE BOARD	09/12/2024	50.00	104370
INV0006166	Invoice	CEQA NOTICE OF EXEMPTION FILING FEE PL-23-2264		
	SANTA BARBARA PEST CONTROL	09/12/2024	385.00	104371
35159	Invoice	ANT AND PEST CONTROL AT CITY HALL 8/28/24		
	SANTA ROSA CAMPWAY INC	09/12/2024	9,923.92	104372
SO542957	Invoice	WATER TRAILER		
	SITEONE LANDSCAPE SUPPLY (ALL AROUND)	09/12/2024	547.36	104373
144957030-002	Invoice	10X24 BACKFLOW ENCLOSURE METAL GREEN		
145136672-001	Invoice	6 IN. ROUND BOX COVER FOR CITY HALL BACKFLOW		
	SMARDAN HATCHER COMPANY	09/12/2024	272.36	104374
S4139993.001	Invoice	SLOAN TOILET REPAIR PARTS FOR POOL		
	SO CA EDISON	09/12/2024	43.30	104375
AUG24 700604790697	Invoice	AUG24 ELECTRICITY-CAPP AV/CSTS PAS 609		
	SO CAL GAS	09/12/2024	110.25	104376
AUG24 140 914 3084 4	Invoice	NATURAL GAS 941 WALNUT AVE (VETS HALL)		
	SOLID WASTE SOLUTIONS INC	09/12/2024	1,877.75	104377
217	Invoice	AUG24 WASTEWATER PROFESSIONAL SERVICES		
	STAPLES ADVANTAGE	09/12/2024	152.34	104378
6009693280	Invoice	ENVELOPES, COPY PAPER		
	THE WHARF	09/12/2024	64.54	104379
284931	Invoice	2 CAPS FOR R. AISPURO		
	TYLER TECHNOLOGIES INC	09/12/2024	17,793.80	104380
025-476406	Invoice	FY24-25 ANNUAL MAINTENANCE FEES		
	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	09/12/2024	366.35	104381
24-250523	Invoice	SEP24 CA STATE REGULATORY FEE		
820240164	Invoice	SEP24 NEW TICKET CHARGES & DATABASE MAINTENANCE		
	WAXIE SANITARY SUPPLY	09/12/2024	2,059.64	104382
52666275	Invoice	2 CASES BATH TISSUE 8/15/24		
82666267	Invoice	BATH TISSUE, SOAP DISPENSERS, DOG BAGS 8/15/24		
	WEST COAST ARBORISTS INC	09/12/2024	35,674.00	104383
218510	Invoice	TREE MAINTENANCE 8/1/24-8/15/24		
	WHEN TO WORK INC	09/12/2024	1,100.00	104384
66913110-80-12-PRO-24	Invoice	WORK SCHEDULING SOFTWARE FOR POOL EMPLOYEES		
	ZWORLD GIS	09/12/2024	2,977.00	104385
2024-0208	Invoice	AUG24 MAPPING/GIS SERVICES		
	CalPERS HEALTH	09/05/2024	53,713.69	DFT0003333
100000017647755	Invoice	SEP24 HEALTH PREMIUMS		
	CalPERS HEALTH	09/05/2024	7,896.69	DFT0003334
100000017647756	Invoice	SEP24 HEALTH PREMIUMS		

100000017644386	CalPERS Invoice	09/12/2024 FY24/25 UNFUNDED ACCRUED LIABILITY	1,050.00	DFT0003335
PR18 9/5/24	EDD-SDI Invoice	09/05/2024 PR18 9/5/24 SDI TAX PAYMENT	2,101.27	DFT0003336
PR18 9/5/24	EDD-SIT Invoice	09/05/2024 PR18 9/5/24 PIT TAX DEPOSIT	7,347.83	DFT0003337
PR18 9/5/24	INTERNAL REVENUE SERVICE Invoice	09/05/2024 PR18 9/5/24 FEDERAL TAX PAYMENT	22,418.75	DFT0003338
8/17/24-8/30/24 CLASSIC	CalPERS Invoice	09/05/2024 CLASSIC RETIREMENT CONTRIBUTION 8/17-24-8/30/24	15,593.52	DFT0003339
8/17-24-8/30/24 PEPRA	CalPERS Invoice	09/05/2024 PEPRA RETIREMENT CONTRIBUTION 8/17-24-8/30/24	13,887.51	DFT0003340



City of Carpinteria

COUNCIL AGENDA STAFF REPORT September 23, 2024

ITEM FOR COUNCIL CONSIDERATION

Monthly City Treasurer's Report on Compliance with Statement of Safekeeping and Investment of Public Funds.

STAFF RECOMMENDATION

Receive and file the report.

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

BACKGROUND / DISCUSSION

The City Council of Carpinteria serves as the trustees of the City's public funds and is authorized to make investment decisions in accordance with the Prudent Investment Standard. The Prudent Investor Standard of the California Government Code Section 53600.3 states, "...when investing, reinvesting, purchasing, acquiring, exchanging, selling or managing public funds, a trustee shall act with care, skill, prudence and diligence under circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated need of the City, that a prudent person in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the City." The standard or prudence to be used by investment officials shall be applied in the context of managing the overall portfolio.

Trustees are those persons authorized to make investment decisions on behalf of a local agency. Trustees or City Investment Officials, acting in accordance with investment policy and exercising due diligence, shall be relieved of personal responsibility for an individual security's credit risk changes or market price changes, provided deviations from expectations are reported on time and appropriate action is taken to control adverse developments.

The purpose of this agenda item is to provide the City Council with the required monthly Treasurer's Report (Attachment A.)

POLICY CONSISTENCY

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

FINANCIAL CONSIDERATIONS

Cash Statement: On August 31, 2024, the City held cash and cash investments as shown in Table 1 below.

Table 1

<u>CASH ACTIVITY FOR THE MONTH:</u>	
Cash and Investment Beginning of the Month	\$ 18,789,802.05
Cash Receipts	4,851,116.76
Cash Disbursements	(3,947,472.68)
Cash and Investment End of the Month	<u>\$ 19,693,446.13</u>

Investments:

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

As of August 31, 2024, the portfolio's average days to maturity was 2.15 years, the average coupon rate was 2.30%, the average yield to maturity was 4.14%, the par value was \$10,750,000 and the Market Value was \$10,499,444.64.

The City does not intend to sell or have any foreseeable need to sell any securities. The City's investment policy intends to hold all securities to maturity, and securities so held are redeemed at par value resulting in no net market gain or loss.

Attached for City Council review is the Treasurer's Report listing all the investments and cash activity during the month.

The City of Carpinteria will be able to meet all expenditure obligations that might reasonably be anticipated for the next six-month period from September 1, 2024 to March 1, 2025.

LEGAL

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

PRINCIPAL PARTIES EXPECTED AT MEETING

None.

ATTACHMENTS

Attachment A: City of Carpinteria Monthly Treasurer's Report

Staff contact:

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



Signature

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



Signature

ATTACHMENT A

City Treasurer's Monthly Report

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

CASH ACTIVITY FOR THE MONTH:

Cash and Investment Beginning of the Month	\$ 18,789,802.05
Cash Receipts	4,851,116.76
Cash Disbursements	(3,947,472.68)
Cash and Investment End of the Month	<u><u>\$ 19,693,446.13</u></u>

CASH AND INVESTMENT PORTFOLIO:

<u>Type of Investment/Coupon/CUSIP #</u>	<u>Institution/Issuer</u>	<u>Yield to Maturity</u>	<u>Maturity Date</u>	<u># Days to Maturity</u>	<u>Par Value</u>	<u>Market Value (1)</u>	<u>Book Value (2)</u>
Demand Deposit - General Checking	Montecito Bank	N/A	N/A	N/A	741,714.95	741,714.95	741,714.95
Demand Deposit - Premier Public Money Market	Montecito Bank	N/A	9/1/2024	1	1,027,942.86	1,027,942.86	1,027,942.86
Demand Deposit - Section 125 Checking	Montecito Bank	N/A	N/A	N/A	5,257.57	5,257.57	5,257.57
Demand Deposit - Payroll Checking	Montecito Bank	N/A	N/A	N/A	5,000.00	5,000.00	5,000.00
Local Agency Investment Fund	State of California	0.22%	9/1/2024	1	3,649,672.97	3,649,672.97	3,649,672.97
Demand Deposit - Money Market	Charles Schwab	N/A	9/1/2024	1	3,791,285.50	3,791,285.50	3,791,285.50
Treasury Note, 3.25%, (91282CFG1)	U.S. Government	4.30%	8/31/2024	0	250,000.00	245,158.84	245,158.84
Treasury Note, 0.375%, (91282CCX7)	U.S. Government	1.08%	9/15/2024	15	250,000.00	245,359.46	245,359.46
Treasury Note, 2.125%, (9128282Y5)	U.S. Government	4.31%	9/30/2024	30	250,000.00	239,586.84	239,586.84
Treasury Note, 0.625%, (91282CDB4)	U.S. Government	4.14%	10/15/2024	45	250,000.00	233,056.64	233,056.64
Treasury Note, 2.25%, (912828G38)	U.S. Government	4.35%	11/15/2024	76	250,000.00	241,052.35	241,052.35
Treasury Note, 1.00%, (91282CDN8)	U.S. Government	0.98%	12/15/2024	106	250,000.00	250,079.39	250,079.39
Treasury Note, 1.125%, (91282CDS7)	U.S. Government	4.09%	1/15/2025	137	250,000.00	237,350.47	237,350.47
Treasury Note, 1.125%, (912828ZC7)	U.S. Government	1.29%	2/28/2025	181	250,000.00	248,740.00	248,740.00
Treasury Note, 2.625%, (9128284F4)	U.S. Government	1.30%	3/31/2025	212	250,000.00	260,224.61	260,224.61
Treasury Note, 0.25%, (912828ZT0)	U.S. Government	1.25%	5/31/2025	273	250,000.00	241,660.01	241,660.01
Treasury Note, 0.25%, (912828ZW3)	U.S. Government	1.53%	6/30/2025	303	250,000.00	239,598.86	239,598.86
Treasury Note, 0.25%, (91282CAM3)	U.S. Government	1.32%	9/30/2025	395	250,000.00	240,265.00	240,265.00
Treasury Note, 3.0%, (9128285J5)	U.S. Government	4.09%	10/31/2025	426	250,000.00	242,136.63	242,136.63
Treasury Note, 0.375%, (91282CBC4)	U.S. Government	1.20%	12/31/2025	487	250,000.00	241,955.00	241,955.00
Treasury Note, 0.375%, (91282CBC4)	U.S. Government	1.37%	12/31/2025	487	250,000.00	240,365.00	240,365.00
Treasury Note, 3.875%, (91282CGE5)	U.S. Government	3.77%	1/1/2026	488	250,000.00	250,641.19	250,641.19
Treasury Note, 1.625%, (912828P46)	U.S. Government	1.56%	2/15/2026	533	250,000.00	250,595.69	250,595.69
Treasury Note, 0.5%, (91282CBQ3)	U.S. Government	1.28%	2/25/2026	543	250,000.00	242,113.19	242,113.19
Treasury Note, 0.75%, (91282CBT7)	U.S. Government	1.28%	3/31/2026	577	250,000.00	244,459.30	244,459.30
Treasury Note, 0.75%, (91282CCF6)	U.S. Government	1.34%	5/31/2026	638	250,000.00	243,702.50	243,702.50
Treasury Note, 0.875%, (91282CCJ8)	U.S. Government	1.35%	6/30/2026	668	250,000.00	244,821.96	244,821.96
Treasury Note, 1.625%, (91282YQ7)	U.S. Government	4.00%	10/31/2026	791	250,000.00	227,869.30	227,869.30
Treasury Note, 2%, (91282U24)	U.S. Government	4.31%	11/15/2026	806	250,000.00	228,317.27	228,317.27
Treasury Note, 1.25%, (91282CDK4)	U.S. Government	1.28%	11/30/2026	821	250,000.00	249,602.02	249,602.02

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

Treasury Note, 1.5%, (912828Z78)	U.S. Government	3.64%	1/31/2027	883	250,000.00	231,040.31	231,040.31
Treasury Note, 2.25%, (912828V98)	U.S. Government	4.29%	2/15/2027	898	250,000.00	229,819.14	229,819.14
Treasury Note, 2.5%, (91282CEF4)	U.S. Government	3.96%	2/16/2027	899	250,000.00	235,031.06	235,031.06
Treasury Note, 2.75%, (91282CEN7)	U.S. Government	3.71%	4/30/2027	972	250,000.00	241,094.62	241,094.62
Treasury Note, 3.25%, (91282CEW7)	U.S. Government	3.70%	6/30/2027	1033	250,000.00	245,668.13	245,668.13
Treasury Note, 3.125%, (91282CFH9)	U.S. Government	4.19%	8/31/2027	1095	250,000.00	238,232.21	238,232.21
Treasury Note, 4.125%, (91282CFU0)	U.S. Government	4.02%	10/31/2027	1156	250,000.00	250,962.10	250,962.10
Treasury Note, 2.25%, (9128283F5)	U.S. Government	4.01%	11/15/2027	1171	250,000.00	232,267.50	232,267.50
Treasury Note, 3.875%, (91282CGC9)	U.S. Government	4.01%	12/31/2027	1217	250,000.00	248,750.00	248,750.00
Treasury Note, 4%, (91282CGPO)	U.S. Government	3.99%	2/29/2028	1277	250,000.00	249,990.24	249,990.24
Treasury Note, 3.625%, (91282CGT2)	U.S. Government	4.15%	2/29/2028	1277	250,000.00	244,990.00	244,990.00
Treasury Note, 4%, (91282CHK0)	U.S. Government	4.14%	3/31/2028	1308	250,000.00	248,593.75	248,593.75
Treasury Note, 4.125%, (91282CHQ7)	U.S. Government	4.13%	7/31/2028	1430	250,000.00	249,920.00	249,920.00
Treasury Note, 4.375%, (91282CHX2)	U.S. Government	4.23%	8/31/2028	1461	250,000.00	251,445.00	251,445.00
Treasury Note, 4.625%, (91282CJA0)	U.S. Government	4.52%	9/30/2028	1491	250,000.00	251,015.00	251,015.00
Treasury Note, 4.875%, (91282CJF9)	U.S. Government	4.51%	10/31/2028	1522	250,000.00	260,625.00	253,583.99
Treasury Note, 4.375%, (91282CJN2)	U.S. Government	4.20%	11/30/2028	1552	250,000.00	256,015.63	251,775.00
Treasury Note, 3.75%, (91282CJR3)	U.S. Government	4.50%	12/31/2028	1583	250,000.00	249,960.93	242,177.50
Treasury Note, 4.25%, (91282CKD2)	U.S. Government	4.48%	2/28/2029	1642	250,000.00	255,312.50	247,505.21
					19,970,873.85	19,720,318.49	19,693,446.13

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

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

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

Based upon currently budgeted revenues and expenditures, the City currently has sufficient liquid financial resources to meet anticipated expenditures during the period 9/01/24 through 3/01/25.

WEIGHTED AVERAGE MATURITY OF PORTFOLIO

As of August 31, 2024 the weighted average days to maturity of the City's investment portfolio is 2.15 years.

FOOTNOTES TO REPORT/DEFINITION OF TERMS:

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

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

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

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

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

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

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



City of Carpinteria

COUNCIL AGENDA STAFF REPORT September 23, 2024

ITEM FOR COUNCIL CONSIDERATION

Resolution No. 6343, amending the City's Conflict of Interest Code.

STAFF RECOMMENDATION

Adopt Resolution No. 6343, approving an amendment to the City's Conflict of Interest Code.

Sample Motion: I move to adopt Resolution No. 6343, as read by title only, approving amendments to the City's Conflict of Interest Code.

BACKGROUND

The Political Reform Act requires each local government to review its Conflict of Interest Code biennially to incorporate new regulations, requirements, or designated positions (Government Code Section 81000 et seq.). The City last amended its Conflict of Interest Code on September 26, 2022, by Resolution No. 6161. On June 10, 2024, the City Council directed staff to review the City's Conflict of Interest Code for potential amendments. City staff's review was triggered by recent organizational changes and updated job classifications, which necessitated an amendment.

The purpose of this agenda matter is for the Council to consider adoption of Resolution No. 6343, approving an amendment to the City's Conflict of Interest Code.

DISCUSSION

The proposed amendments to the Conflict of Interest Code include additions, deletions, and renaming of designated positions to align with the City's current job classifications and duties. These amendments ensure compliance with State law and reflect the City's current organizational structure. Recommendations for additions or classification changes are underlined, and deletions are shown with strikethrough.

Government Code Section 87300 et seq. requires every agency to adopt a Conflict of Interest Code that lists positions of officials and employees who must provide required financial information and indicates the types of economic interests that must be reported. Resolution No. 6343 accurately designates all positions that make or participate in making

governmental decisions that may foreseeably have a material effect on their financial interests. The resolution requires full disclosure for all designated positions, including investments, business positions, interests in real property, and sources of income, including gifts, loans, and travel payments.

POLICY CONSISTENCY

Adoption of Resolution No. 6343 ensures the City remains in compliance with the Political Reform Act and Government Code Section 87300.

FINANCIAL CONSIDERATIONS

There are no financial considerations presented with this report.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

State law requires all local agencies to conduct a biennial review of its Conflict of Interest Code. Failure to do so may result in non-compliance with the Political Reform Act, which could lead to legal or financial consequences.

OPTIONS

Adopt Resolution No. 6343, approving an amendment to the City's Conflict of Interest Code.

PRINCIPAL PARTIES EXPECTED AT MEETING

There are no principal parties expected at the meeting, other than City staff and the City Attorney.

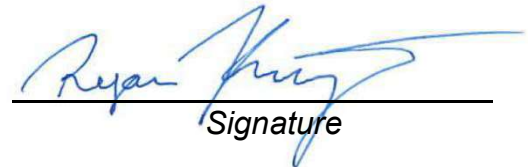
ATTACHMENTS

A. Resolution No. 6343

Staff contact: Brian C. Barrett, City Clerk
(805) 755-440; brianb@carpinteriaca.gov

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


Signature


Signature

ATTACHMENT A

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RESOLUTION NO. 6343

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

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED as follows:

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

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

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

SECTION 3. The Carpinteria City Council authorizes the City Manager to sign and submit the 2024 Local Agency Biennial Notice, attached hereto as Appendix A-3.

SECTION 4. Upon the effective date of this Resolution, Resolution No. 6161 is hereby repealed and superseded by this Resolution and the attached Appendices.

PASSED, APPROVED AND ADOPTED this 23rd day of September, 2024, by the following vote:

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

ABSTAIN: COUNCILMEMBER:

Mayor, City of Carpinteria

ATTEST:

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

I hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Carpinteria held on September 23, 2024.

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

APPROVED AS TO FORM:

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

APPENDIX A – 1

DESIGNATED OFFICIALS AND EMPLOYEES

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

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Other Consultants¹ 1, 2, 3, 4, 5, 6

Other

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

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

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

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

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

APPENDIX A – 2

DISCLOSURE CATEGORIES

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

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

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

Category 4: Business positions or investments in business entities or income from any source, if the business entities or sources of income are of the type which are subject to the regulation or supervision of the City, including, but not limited to, the issuance or

¹Consultants are considered to be "designated employees." However, consistent with FPPC Regulations 18734 and 18700.3, the City Manager may determine in writing that a particular consultant, although in a "designated position," performs a limited range of duties and should not be required to fully comply with the disclosure requirements described in this section. Such written determination shall include a written description of the consultant's duties and, based upon that description, a statement of the extent of the disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

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

granting of franchises, building permits or other use or business permits or any other land use control or regulation.

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

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

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

2024 Local Agency Biennial Notice

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

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

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

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

(Check all that apply.)

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

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

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

Verification (to be completed if no amendment is required)

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

Signature of Chief Executive Officer

Date

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 1, 2024**, or by the date specified by your agency, if earlier, to:

(PLACE RETURN ADDRESS OF CODE REVIEWING BODY HERE)

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.



City of Carpinteria

COUNCIL AGENDA STAFF REPORT September 23, 2024

ITEM FOR COUNCIL CONSIDERATION

Recruitment for a Management Assistant in General Government.

STAFF RECOMMENDATION

Receive and file report on General Government staffing needs and the Management Assistant recruitment.

BACKGROUND

To better align with the current needs of the General Government department, the City plans to initiate the recruitment for a Management Assistant (MA). This decision is consistent with the City's authority to recruit and hire positions that best serve organizational needs as detailed below.

Under the provisions of Resolution No. 4994, the City Council, through its designated employees (e.g., City Manager) has the power and authority to direct and control the City to the full extent of the law. This includes the right to:

- Direct the work of its employees and maintain the efficiency of the City's operation;
- Determine the staffing patterns and the number and kinds of personnel required,
- Set standards of service and determine the procedures and standards of selection for employment and promotion;
- Determine the content of job classifications; and
- Exercise complete control and discretion over its organization and the methods of performing its work.

Furthermore, pursuant to Carpinteria Municipal Code section 2.08.110, *Powers and Duties Designated*, the City Manager makes recommendations to the City Council concerning any reorganization of offices, positions, departments or units as necessary to further the interest of efficient, effective, and economical conduct of City business.

As such, the City retains the right to recruit for the Management Assistant position in order to meet the General Government department's current and future demands, ensuring efficiency and alignment with City operations.

The recent vacancy of the Office Assistant I/II position (OA I/II) – as well as the subsequent staff-led job audit of the OA I/II's role in relation to the needs of the General Government department – has prompted the need to recruit for a Management Assistant.

This agenda item presents a report to the City Council outlining the General Government department's needs that have prompted the decision to recruit for a Management Assistant.

DISCUSSION

The recruitment for a Management Assistant (MA) in General Government is necessary to provide additional confidential-level support to the City Manager, and the Assistant City Manager, to alleviate current General Government staff to perform other crucial tasks, and to re-establish a suitable entry-level role for the analyst or executive assistant career paths within the organization.

Between the OA I/II and MA job classifications, there is some overlap of designated job duties. The MA's expanded duties differ in that the position performs more confidential and high-level administrative work, including working with confidential content, performing research and analysis pertinent to the writing and processing of grant applications, monitoring state legislation related to departmental affairs, and other duties as assigned. The OA I/II role in General Government will remain vacant and the City will revisit the position next fiscal year.

Attachment A is the job description for the Management Assistant. Attachment B provides the updated Fiscal Year list of full-time employees.

POLICY CONSISTENCY

This agenda item aligns with the previously-referenced Resolution No. 4994 and the Carpinteria Municipal Code section 2.08.110.

FINANCIAL CONSIDERATIONS

No appropriation is needed. Sufficient funding is available in the Fiscal Year 2024-25 budget for General Government. Future budget development will need to account for the ongoing costs associated with the Management Assistant position, ensuring that adequate resources are allocated to maintain this role in alignment with the department's long-term staffing needs.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

To ensure the City's compliance with labor laws and union agreements, staff sought legal counsel from the City's labor attorneys Liebert Casidy Whitmore.

OPTIONS

Receive and file report.

PRINCIPAL PARTIES EXPECTED AT MEETING

None.

ATTACHMENTS

- A. Management Assistant Job Description
- B. List of Full-Time Employees

Staff contact:

Ryan Benson, Management Analyst
(805) 755-4416; RyanB@carpinteriaca.gov

Reviewed by:

Ryan Kintz, Assistant City Manager
(805) 755-4400; RyanK@carpinteriaca.gov

Reviewed by:

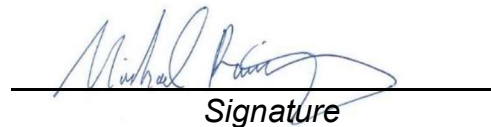
Michael Ramirez, City Manager
(805) 755-4450, michaelr@carpinteriaca.gov



Signature



Signature



Signature

ATTACHMENT A



POSITION DESCRIPTION

Position Title:	MANAGEMENT ASSISTANT
Department:	Citywide
Classification:	Non-Exempt
Approved by:	City Manager
Position Reports to:	Department Director
Position Supervised:	None
Salary:	\$53,093.81 - \$73,003.99 Annually

Position Purpose:

Under general supervision, performs entry-level professional administrative work in support of an assigned department; conducts research, analyzes data and prepares written reports and correspondence related to assigned projects; performs related duties as assigned.

This is the entry-level class in the analyst series. Positions in the class are characterized by the responsibility for performing general administrative and technical work with moderate latitude for independent judgment and action. Parameters of the assigned work area are well defined, but methods and procedures may be independently derived subject to review by the supervisor. This position may have access to decisions or the decision-making process of the City concerning matters related to employer-employee relations and may have access to, or prepare, confidential materials, information and/or recommendations on behalf of the City in matters relating to employer-employee relations and therefore is a non-represented confidential employee.

This class is distinguished from the Management Analyst class in that the latter utilizes a higher degree of experience and knowledge, works more independently, and receives and completes job duties under minimal direction.

Essential Functions and Basic Duties:

- Perform a wide variety of complex, responsible, and confidential administrative support duties.
- Assist with preparation and monitoring of Departmental budget: maintain department financial records of revenues, appropriations, expenditures and special funds; process invoices; monitor fund balances and be able to provide department updates; and collaborates with finance department on journal entries and reconciliations.

- Perform accounting functions related to ordering and purchasing supplies, equipment and services.
- Perform research and analysis pertinent to the writing and processing of grant applications.
- Oversee management and coordinate scheduling of City facilities including processing applications, contract agreements, and receipt of funds.
- Format and utilize computer database programming to assist in bid specification management and capital improvement projects.
- Coordinate and monitor state legislation related to Department affairs.
- Research, compile and write training and operating manuals, with an emphasis on compliance with local, state and federal regulations.
- Assist in planning and coordinating recreation activities and special events sponsored by the City. (Required attendance at special events may result in overtime hours.)
- Develop and implement public relations strategies for the promotion of programs including use of internet, broadcast, FAX, GATV and other multi-media.
- Assist in maintenance of Department website.
- Assist in the support of boards and/or commissions and Department- related committees, including preparing the agenda, coordinating committee meetings and assembling background materials as assigned.
- Perform administrative projects for management personnel research and compile background data; maintain records and files regarding department administrative activities.
- Screen calls, visitors and incoming mail, explain city and department policies, rules, and regulations in response to inquiries; refer inquiries as appropriate and independently respond to inquiries, letters and general correspondence not requiring the attention of management personnel.
- Maintain appointment schedules and calendars; arrange meetings and conferences.
- Implement and maintain a variety of files and records.
- Recommend organizations or procedural changes affecting department.
- May be assigned to assist Human Resources Division in recruitment and hiring of seasonal recreation personnel.
- Assist in areas outside home department and/or act as back up for other positions as needed.
- Perform related duties.
- Daily, regular and punctual attendance.

Qualifications:

Education/Certification:

- Equivalent of AA degree or business college degree required, supplemented by courses or training in Microsoft Word, Excel, Outlook, Access, PowerPoint and graphics packages.
- Possession of, or ability to obtain, a valid California driver's license with good driving record.

Experience Required:

- Three years of increasingly responsible administrative assistant experience, including municipal government experience and frequent public contact.

Required Knowledge:

- Extensive computer skills are essential, including Microsoft Word, Excel, Outlook, PowerPoint.
- Layout, design and graphics skills for preparing reports and creating brochures and flyers.
- Database management.
- Processing of grant applications.
- Modern office methods, practices and procedures.
- Business letter and technical writing.
- Record keeping principles and procedures.
- Pertinent city government organizations, functions, policies, rules and regulations.
- English usage, spelling, grammar and punctuation.

Skills/Abilities:

- Maintain confidential data and information.
- Work independently to organize and effectively and efficiently prioritize work and schedule.
- Work effectively as a team member.
- Provide constructive support to Director and other department personnel
- Understand the organization and operation of the City and of outside agencies as necessary to perform assigned responsibilities and apply administrative and departmental policies, laws, rules and regulations where appropriate.
- Work under pressure to meet deadlines.
- Demonstrate flexibility in handling multiple tasks and perform assigned duties with speed and accuracy.
- Communicate clearly and concisely, both orally and in writing.
- Operate and use modern office equipment, 10-key adding machine, extensive computer skills and type accurately at a speed of 50 wpm.
- Compile and maintain complex and extensive records and prepare reports.
- Perform accounting functions related to monitoring of Department budgets.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Ability to speak Spanish is not required, but preferred.

PHYSICAL ACTIVITIES AND REQUIREMENTS OF THIS POSITION

FINGER DEXTERITY:	Using primarily just the fingers to make small movements such as typing, picking up small objects, or pinching fingers together.
TALKING:	Especially where one must frequently convey detailed or important instructions or ideas accurately, loudly, or quickly.

AVERAGE HEARING:	Able to hear average or normal conversations and receive ordinary information.
AVERAGE VISUAL ABILITIES:	Average, ordinary, visual acuity necessary to prepare or inspect documents or products or operate machinery.
PHYSICAL STRENGTH:	Essential functions may require maintaining physical condition necessary for sitting, standing, stooping or walking for prolonged periods of time. Extensive use of computer keyboard; exposure to computer screens; near visual acuity to prepare and review correspondence and other documents
WORKING CONDITIONS:	Office and field environment; may travel from site to site. Work closely with others. Work with computer and office equipment. Work is performed in a standard office setting.

MENTAL ACTIVITIES AND REQUIREMENTS OF THIS POSITION

REASONING ABILITY:	Ability to apply logical or scientific thinking to define problems, collect data establish facts, and draw conclusions. Able to interpret a variety of technical instructions and can deal with multiple variables.
MATHEMATICS ABILITY:	Able to perform mathematical and statistical calculations.
LANGUAGE ABILITY:	Ability to read a variety of books, magazines, instruction manuals, atlases, and encyclopedias. Ability to prepare memos, reports, and essays using proper punctuation, spelling, and grammar. Ability to communicate distinctly with appropriate pauses and emphasis, correct pronunciation (or sign equivalent), and variation in word order using present, perfect, and future tenses.

INTENT AND FUNCTION OF JOB DESCRIPTIONS

Job descriptions assist organizations in ensuring that the hiring process is fairly administered and that qualified employees are selected. They are also essential to an effective appraisal system and related promotion, transfer, layoff, and termination decisions. Well-constructed job descriptions are an integral part of any effective compensation system.

All descriptions have been reviewed to ensure that only essential functions and basic duties have been included. Peripheral tasks, only incidentally related to each position, have been excluded. Requirements, skills, and abilities included have been determined to be the minimal standards required to successfully perform the positions. In no instance, however, should the duties, responsibilities, and requirements delineated be interpreted as all inclusive. Additional functions and requirements may be assigned by supervisors as deemed appropriate.

September 2024

In accordance with the Americans with Disabilities Act, it is possible that requirements may be modified to reasonably accommodate disabled individuals. However, no accommodations will be made which may pose serious health or safety risks to the employee or others or which impose undue hardships on the City.

Job descriptions are not intended as and do not create employment contracts. This is an at-will position. Employees can be terminated for any reason not prohibited by law.

Approved:	September 2024
Revision Dates:	February 2019
Former Titles:	
Status:	Non-Exempt
ADA Review:	
DOT:	No
Physical:	No

ATTACHMENT B

AUTHORIZED FULL TIME POSITIONS- LAST FIVE YEARS

	2020/21*	2021/22	2022/23	2023/24	2024/25
GENERAL GOVERNMENT					
City Manager	1	1	1	1	1
Assistant City Manager	1	1	1	1	1
Human Resources/Risk Manager	1	1	1	0	0
City Clerk	1	1	1	1	1
Program Manager	1	1	1	1	1
Executive Assistant/Deputy City Clerk	1	1	1	0	0
Management Analyst I/II **	0	0	0	1	2
Human Resources Assistant	0	0	0	1	1
Office Assistant I/II	1	1	1	1	0
Management Assistant	0	0	0	0	1
<i>General Government Department Sub-total:</i>	7	7	7	7	8
ADMINISTRATIVE SERVICES					
Administrative Services Director	1	1	1	1	1
Finance Manager	0	0	1	1	1
Accounting Technician	1	1	1	1	1
Accounting Specialist	0	0	1	1	1
<i>Administrative Services Department Sub-total:</i>	3	3	4	4	4
COMMUNITY DEVELOPMENT					
Community Development Director	1	1	1	1	1
Principal Planner	2	2	2	2	2
Senior Planner	0	0	0	1	1
Associate Planner	2	2	2	2	2
Assistant Planner	0	0	0	0	0
Administrative Assistant I/II	1	1	1	1	1
Chief Building Inspector	1	1	1	1	1
Code Compliance Supervisor	1	1	1	1	1
Code Compliance Officer I	0	0	0	0	0
Code Compliance Officer II	2	2	2	1	1
<i>Community Development Department Sub-total:</i>	10	10	10	10	10
PUBLIC WORKS DEPARTMENT					
Public Works Director	1	1	1	1	1
Management Analyst I/II	0	0	1	1	1
Assistant to the Public Works Director	1	1	0	0	0
Civil Engineer	1	1	1	0	0
Associate Engineer	0	0	0	1	1
Environmental Program Manager	1	1	1	1	1
Environmental Program Specialist **	0	0	0	0	1
Engineering Technician	1	1	1	1	1
Public Works Supervisor	1	1	1	1	1
Lead Maintenance Worker	1	1	1	1	1
Maintenance Worker I/II	3	3	3	3	3
<i>Public Works Department Sub-total:</i>	10	10	10	10	11
PARKS, RECREATION & COMMUNITY SERVICES					
Parks, Recreation & Community Services Director	1	1	1	1	1
Program Manager	0	0	0	0	1
Management Analyst I/II	0	0	1	1	0
Management Assistant	1	1	0	0	0
Aquatics Superintendent	1	1	1	1	1
Aquatics Program Coordinator	1	1	1	1	1
Parks & Facilities Maintenance Supervisor	1	1	1	1	1
Sr. Parks & Facilities Maintenance Technician	1	1	1	1	1
Parks & Facilities Maintenance Technician	0	0	0	0	0
Maintenance Worker I/II	1	1	1	1	1
City Librarian	1	1	1	1	1
Community Engagement Library Specialist	1	1	1	1	1
Senior Services Coordinator	0	0	0	1	1
<i>Parks, Recreation & Public Facilities Department Sub-total:</i>	9	9	9	10	10
GRAND TOTAL - Full Time Staff:	39	39	40	41	43

*Fiscal Year's figure updated with changes made post-budget adoption

**Limited term positions



City of Carpinteria

COUNCIL AGENDA STAFF REPORT September 23, 2024

ITEM FOR COUNCIL CONSIDERATION

Special Event Permit Application for the 2024 California Avocado Festival.

STAFF RECOMMENDATION

1. Approve the Special Event Permit Application for the 2024 California Avocado Festival;
2. Designate the area within the event footprint as a public park during the hours of operation pursuant to Carpinteria Municipal Code Section 10.68.010, and
3. Authorize expenditures for temporary traffic control and street cleaning services.

Sample Motion: I move to:

1. Approve the Special Event Permit Application for the 2024 California Avocado Festival.
2. Designate the area within the event footprint as a public park during the hours of operation pursuant to Carpinteria Municipal Code Section 10.68.010.
3. Authorize expenditures for temporary traffic control and street cleaning services.

(This motion requires a roll call vote.)

BACKGROUND

The California Avocado Festival is an annual community event operated by California Avocado Festival, Inc.¹ (the Applicant), in cooperation with the City of Carpinteria. It is one of the largest free festivals in California held in a downtown center and serves as a significant fundraising opportunity for local non-profit organizations.

The event's positive economic impact on the community has been discussed among the City Council in previous years in conjunction with the City's subsidy of the event. One

¹ As of September 5, 2023, the entity is in good standing with the State Franchise Tax Board and is exempt from tax under Revenue and Taxation Code (R&TC) Section 23701(f).

aspect of the economic benefit is the opportunity for fundraising by local non-profit organizations. In previous years, the event boosted sales and transient occupancy taxes.

The purpose of this agenda item is for the City Council to consider approving a Special Event Permit for the Applicant to operate the 2024 California Avocado Festival in the City right-of-way. The Applicant is also requesting authorization to sell and serve alcoholic beverages on public property and for the City to allocate funds to fund a portion of the temporary traffic control and street cleaning services provided by the Public Works Department.

DISCUSSION

California Avocado Festival, Inc. has submitted a Special Event Permit Application for the 2024 California Avocado Festival. The Special Event Permit Application, as shown in Attachment A, proposes an event schedule from Friday, October 4, 2024, to Sunday, October 6, 2024. The proposed event footprint, which has remained consistent for many years, includes Linden Avenue between Carpinteria Avenue to the north, Sixth Street to the south, and portions of intersecting streets within the event footprint area. Linden Avenue would be closed beginning the morning of Thursday, October 3, for preparation and setup, and is expected to reopen to vehicular traffic late Sunday night, October 6. Event hours are as follows:

- **Friday, October 4:** 1:00 p.m. to 10:00 p.m.
- **Saturday, October 5:** 10:00 a.m. to 10:00 p.m.
- **Sunday, October 6:** 10:00 a.m. to 6:30 p.m.

Power and Sanitation

The event will provide most of its power via portable generators. Portable handwashing stations, urinal/toilet facilities, and janitorial services will be provided. The City public restrooms at Parking Lot #1 (Ninth Street) and Parking Lot #3 (Fifth Street) would be closed during the event.

Alcohol Sales

The Applicant is requesting approval to sell alcoholic beverage until forty-five (45) minutes before closing each day of the event. The designated alcohol service area includes a portion of Linden Avenue and intersecting streets extending from Eighth Street to Ninth Street/Wullbrandt Way. The Applicant's Alcoholic Beverage Control (ABC) license application aligns with the Special Event Permit Application. Proposed alcohol sales hours are:

- **Friday:** 1:00 p.m. to 9:15 p.m.
- **Saturday:** 11:00 a.m. to 9:15 p.m.
- **Sunday:** 11:00 a.m. to 5:15 p.m.

Traffic Control and Street Cleaning

The Applicant is also requesting temporary traffic control and street cleaning services from the Public Works Department, consistent with last year's California Avocado Festival. The estimated total cost of temporary traffic control and street cleaning services is \$30,000, which includes staff overtime and contractor fees. Costs will be allocated from the Gas Tax Fund for the temporary traffic control and the Measure A Fund for the street cleaning services.

Security and Public Safety

The Applicant will provide private security services, which will include foot patrol in the festival footprint. These services are not expected to interfere with the City's regular patrol services. The Community Development Department Code Compliance Division and the Santa Barbara County Sheriff's Department will perform normal duties in and around the event footprint area, which includes enforcing parking, bicycle, skating, and vending regulations. No additional costs by the Community Development Department Code Compliance Division are anticipated.

The Public Works Department, Community Development Department Code Compliance Division, Santa Barbara County Sheriff's Department, and Carpinteria-Summerland Fire Protection District coordinated with the Applicant in developing the event action plan (EAP). The EAP is a central document in managing the emergency response to an incident. The EAP was prepared by the Carpinteria-Summerland Fire Protection District as the lead agency of incident command.

POLICY CONSISTENCY

A. Special Event Permit

The City prioritizes public health and safety for all special events. Measures include:

1. **Mandatory Food Safety Meeting and Inspections** - The applicant facilitates an annual meeting with the Santa Barbara County Public Health Department in order to advise event food vendors on food safety requirements for outdoors. Health inspectors visit each food vendor booth prior to serving food to the public.
2. **Mandatory Alcoholic Beverage Servers Training** - All volunteers that serve alcoholic beverages are required to participate in the State of California ABC server training. The server training is intended to minimize public intoxication and violations of alcohol regulations.
3. **Event Security** - The applicant is responsible for providing qualified private event security services.

4. Public Safety - The applicant pays for special event law enforcement services provided by the Santa Barbara County Sheriff's Department. An event safety area that is operated by the Santa Barbara County Sheriff's Department, Carpinteria-Summerland Fire District, and trained volunteers, provides public safety information and also serves as a central location for paramedic/emergency medical services and lost-and-found.
5. Hours of Operation - The applicant must operate the event that fits with the character and interests of the Carpinteria community. For recurring events, the organizer must make adjustments as needed in order to improve the event in meeting the expectations of the City and the community. Hours of operation, entertainment, vendors, and other aspects of event operations must be reviewed by City staff for public health and safety requirements. Also, event rules are reviewed for the incorporation of the prohibition of animals except for legally registered service animals and emotional support animals, smoking, and other conduct determined to be inconsistent with the Carpinteria Municipal Code. The Special Event Permit requires the event rules to be posted at all entrances to the event.

B. Alcoholic Beverages

The City Council may allow alcoholic beverage sales and serving in the event footprint area by designating the area as a public park. This determination would then allow alcoholic beverage sales and serving. Carpinteria Municipal Code Section 10.68.010 defines a special event as including any event in a public park where regulated alcoholic beverages are to be consumed. ABC would then issue a permit to the event subject to conditions and/or restrictions on the sale and serving of alcoholic beverages including defining the Alcohol Sales Permit footprint area and limiting the hours of sale.

C. Sanitary Facilities, Storm Water Pollution Prevention, and Recycling

1. Sanitary Facilities - Portable hand washing and urinal/toilet sanitary facilities and janitorial services are required to be provided by the event organizer.
2. Storm Water Pollution Prevention - Best management practices are required to be implemented at existing storm drain inlets within and adjacent to the event.
3. Recycling - Recyclables are required to be segregated from the event's solid waste stream. Vendors are prohibited from using non-recyclable, plastic take-out food containers. The applicant is also required to instruct vendors to avoid distribution of plastic-filmed bags and to document and report solid waste stream and recycling diversion amounts.

FINANCIAL CONSIDERATIONS

No Additional Funding Requested. There are sufficient funds in the Fiscal Year 2024/25 Budget under 205-431-5536 – [Gas Tax Fund] and 215-431-5302 – [Measure A Fund].

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

Approval of the Special Event Permit Application results in the footprint of the event being designated as a public park and allows for the sale and serving of food and alcoholic beverages.

OPTIONS

1. Approve the Special Event Permit for the 2024 California Avocado Festival. (Staff recommendation)
2. Direct changes to the conditions and approve the Special Event Permit.
3. Deny the Special Event Permit Application.

PRINCIPAL PARTIES EXPECTED AT MEETING

California Avocado Festival, Inc.

ATTACHMENTS

Attachment A: Special Event Permit Application

Staff contact:

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


Signature

Reviewed by:

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


Signature

Reviewed by:

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


Signature

ATTACHMENT A

Special Event Permit Application

City of Carpinteria, California

PUBLIC WORKS DEPARTMENT**SPECIAL EVENT PERMIT APPLICATION****1. EVENT INFORMATION**Name of Event California Avocado FestivalAddress/Area/Location of Event See attached mapLinden Avenue between Carpinteria Avenue and 6th street including side streets**2. EVENT ORGANIZER INFORMATION**Contact name Olivia Sorgman Organization California Avocado FestivalPhone 805-252-2068 Email info@avofest.orgAddress 5320 Carpinteria Avenue Suite K Carpinteria, CA 93013**3. EVENT INFORMATION**Description of event: See AttachedDate of event: From Fri, October 4th To: Sun. October 6thEstimated attendance 30,000 flow through weekendStart time (incl. set up) See Attached End time (incl. clean up) See AttachedOpen to the public? ☒ Yes ☐ No Will food be sold?* ☒ Yes ☐ NoWill minors be present? ☒ Yes ☐ No Will alcohol be served?* ☒ Yes ☐ NoAdmission fee charged? ☐ Yes ☒ No Will alcohol be sold?* ☒ Yes ☐ NoWill food be served?* ☒ Yes ☐ No

Will this event cause any disturbance, noise or congestion in the vicinity of the proposed event? Yes No If yes, please attach an explain and give mitigating measures.

**If food or alcohol will be served, please attach the appropriate approved permits. For Temporary Food EVENT, which may be obtained from the Santa Barbara County Public Health Department visit www.sbcphd.org. For Alcohol Beverage Control visit <https://www.abc.ca.gov/Forms/PDFSp.html> (please note the City only allows alcohol under specific conditions and reserves the right to reject alcohol sales for special events). All vendors and commercial participants shall have an active City of Carpinteria Business License at the time of the event. Vendors shall be required to have proof of such License the day of the event if requested by City staff or other enforcement agency.*

SITE PLAN/MAP ROUTE/TRAFFIC CONTROL PLAN DIAGRAM

Your site plan should include the following:

☒ Outline of entire event, including street names. If your event includes road closures, please indicate the location of all closures, route to be traveled (if athletic event), including direction of travel and detours.

☒ The location of all stages, platforms, scaffolding, loud speakers, bleachers, canopies, tents, portable toilets, booths, dumpsters and other temporary structures.

☒ The location of all approved signs, barricades, and barriers. All signage associated with the event shall be placed as not to interfere with vehicles, bicycles and pedestrians. Signs directing traffic shall be in accordance with the State of California Department of Transportation Manual on Uniform Traffic Control Devices latest edition (California MUTCD).

☒ Any signs that the event organizer plans on using to direct athletic event participants (may not imitate traffic control signs in any way)

☐ Other related event components not listed above

Support Request: Traffic ☒ Crowd Control ☒ Street Closure ☒ Other ☐

*The Public Works Department will consider your request for support; however, a request does not guarantee support. If your event is requesting support from the City, please plan accordingly and submit your application **no less than two months prior to the event date**. Requests for support require approval by the Carpinteria City Council or their designee.*

PLEASE BE SURE YOUR APPLICATION IS COMPLETE!

In addition to the items above, your application must include the following items to be considered for approval:

☒ Application Fee (\$135/non-profits, \$570/for-profits)

☐ Insurance Indemnification*

☐ Proof of Insurance

☐ Additional Insured Endorsement

*Not less than one million dollars (\$1,000,000) combined single limit for both bodily injury and property damage. The policy or policies shall also contain a provision that no termination, cancellation, or change of coverage for the insured or additional insured shall take effect until ten (10) days notice has been given in writing to the City Clerk of the City of Carpinteria.

Please attach any additional information including maps, descriptions, and insurance information. Your permit will not be processed unless it is complete.

4. CONDITIONS OF USE

A. PERMIT CONDITIONS

1. An EVENT is not considered permitted until (1) EVENT ORGANIZER delivers to the City of Carpinteria the Special Event permit application, application fee, certificate of insurance and additional insured endorsement, written evidence of permits and licenses, and any other items deemed necessary by the City of Carpinteria; and (2) the City of Carpinteria, in its sole discretion, approves such permit in writing.
2. EVENT ORGANIZER shall provide the City with a single contact who is to serve as the representative for EVENT ORGANIZER's activities.
3. EVENT ORGANIZER shall be responsible for securing all required permits and licenses.
4. The EVENT shall be used for the purpose stated in this agreement and no other use will be permitted.
5. EVENT ORGANIZER shall not use the City of Carpinteria's name to suggest endorsement or sponsorship of the event without prior written approval of the City of Carpinteria Public Works Director or his/her designee. EVENT ORGANIZER's publicity of the event shall clearly and accurately identify the name of the sponsoring organization or individual.
6. EVENT ORGANIZER shall permit any City of Carpinteria officers, employees, or agents to visit the event described in this permit.
7. EVENT ORGANIZER is an independent contractor and not the agent or employee of the City of Carpinteria.

B. INDEMNIFICATION AND INSURANCE

1. EVENT ORGANIZER shall indemnify, defend, and hold harmless the City of Carpinteria, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with EVENT ORGANIZER's use or occupancy of the EVENT and adjoining property, unless solely caused by the gross negligence or willful misconduct of the City of Carpinteria, its officers, employees, or agents.
2. **General liability insurance.** EVENT ORGANIZER shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability. Such insurance shall name the City of Carpinteria, its officers, employees, agents, and volunteers as additional insureds prior to the date of the permit. EVENT

ORGANIZER shall file certificates of such insurance with the City of Carpinteria, which shall be endorsed to provide ten (10) days notice to the City of Carpinteria of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the City of Carpinteria may deny access to the EVENT.

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. 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 all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the EVENT ORGANIZER maintains higher limits than the minimums shown above, the City of Carpinteria requires and shall be entitled to coverage for the higher limits maintained by the EVENT ORGANIZER. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Carpinteria.

3. EVENT ORGANIZER shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with EVENT ORGANIZER's use or occupancy of the City of Carpinteria's facilities and adjoining property to the City of Carpinteria Public Works Director or his/her designee, in writing and as soon as practicable.
4. EVENT ORGANIZER waives any right of recovery against the City of Carpinteria, its officers, employees, and agents for fires, floods, earthquakes, civil disturbances, regulation of any public authority, and other causes beyond their control. EVENT ORGANIZER shall not charge results of "acts of God" to the City of Carpinteria, its officers, employees, or agents.
5. EVENT ORGANIZER waives any right of recovery against the City of Carpinteria, its officers, employees, and agents for indemnification, contribution, or declaratory relief arising out of or in any way connected with EVENT ORGANIZER's use or occupancy of the EVENT and adjoining property, even if the City of Carpinteria, its officers, employees, or agents seek recovery against EVENT ORGANIZER.
6. The City of Carpinteria makes no warranty, express or implied, as to the suitability of any roadway, bikeway or sidewalk for the event proposed. Not all City facilities are specifically designed for use as proposed.

C. SECURITY

1. The City of Carpinteria, at its sole discretion, may require a certain number of security or Sheriff officers for the event. EVENT ORGANIZER shall be responsible for

procuring and paying for officers through the City of Carpinteria or a private security agency.

2. EVENT ORGANIZER is solely responsible for supervising all individuals at the EVENT and adjoining property during the event. The City of Carpinteria is not responsible for providing this supervision. However, the City of Carpinteria may evict individuals from the EVENT during the event if their conduct is not in the best interest of the public or is deemed to be detrimental in any way.

D. SET UP / CLEAN UP / TRAFFIC CONTROLS

1. All participants shall sign written acknowledgment stating the following: 1) the California Vehicle Code must be complied with, including but not limited to section 21464, "Interference with Traffic Devices" and 2) that due caution shall be exercised.
2. This permit for use of the public rights-of-way for the subject event is not intended to provide participants with any guarantee of safety in completing the proposed activity. Participants shall be responsible for their own safety in using the public rights of way.
3. It is the responsibility of the EVENT ORGANIZER to inspect and monitor the physical condition of the event route, including but not limited to pavement conditions, areas that may be effected by weather changes and traffic volumes, and determine the suitability of the route for the proposed event.
4. 'No Parking' signs shall be installed 72 hours prior to the EVENT in those areas where parking will be affected.
5. Barricades/cones shall be installed one half hour (minimum) prior to beginning of event and shall be removed immediately upon completion of the event. Vehicles shall be placed on the event side of the barricades as an added measure of protection. All barricades shall be monitored to ensure emergency vehicles can enter and exit the event location without impediment.
6. All traffic control signage notifying motorists of approved road closures and detours shall be in conformance with the California Manual on Uniform Traffic Control Devices.
7. The EVENT ORGANIZER shall conduct a briefing for all event monitors explaining the conditions of this permit. Unsatisfactory conduct by event monitors, promoters or sponsors is grounds for revocation of this permit and/or denial of future permits.
8. EVENT ORGANIZER shall not use any permanent markings or fasteners in any part of the public right-of-way and shall not make or allow to be made any alterations of any kind therein.
9. EVENT ORGANIZER shall be responsible for all cleanup of the EVENT, including adjacent grounds, at the end of the EVENT. EVENT ORGANIZER shall pick up, bag, and remove all trash and any markings generated by all activity in any way connected with its use of the EVENT, leaving the public right-of-way clean and free of all trash and litter. EVENT ORGANIZER shall also leave all fixtures, if any, in good working condition.

10. EVENT ORGANIZER shall not store any equipment or materials at the EVENT or adjoining property without the prior written approval of the City of Carpinteria Manager or his/her designee.
11. EVENT ORGANIZER shall be responsible for any and all damage to the EVENT and/or its contents during use. In the event damage occurs or excessive cleaning is necessary, EVENT ORGANIZER shall be charged for any and all janitorial and/or repair fees incurred by the City of Carpinteria as a result.

E. EQUIPMENT / ACCESSORIES

1. EVENT ORGANIZER shall not remove, relocate, or take City of Carpinteria property outside of the EVENT for any reason without the prior written approval of the City of Carpinteria Public Works Director or his/her designee.
2. EVENT ORGANIZER shall not use City of Carpinteria equipment, tools, or furnishings located in or about the EVENT without the prior written approval of the City of Carpinteria Public Works Director or his/her designee.
3. EVENT ORGANIZER shall not drive motorized vehicles on field or green space.
4. The City of Carpinteria does not provide audio/visual systems, public address systems, spotlights, floodlights, or projectors. EVENT ORGANIZER, at its own cost, may bring these systems into the EVENT for their use.
5. EVENT ORGANIZER shall secure the approval of the City of Carpinteria before using audio/visual systems, public address systems, and live or recorded amplified music. EVENT ORGANIZER shall not record, televise, or broadcast the event or any portion thereof without prior written approval of the City of Carpinteria Public Works Director or his/her designee.

F. MISCELLANEOUS

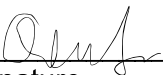
1. EVENT ORGANIZER shall comply with all local, state, and federal laws and regulations related to the use of the EVENT. The EVENT ORGANIZER agrees to abide by all applicable federal and state accessibility standards and regulations.
2. EVENT ORGANIZER shall not admit a larger number of individuals than can lawfully, safely, and freely move about the EVENT.
3. Gambling of any kind is not permitted at the EVENT.
4. The EVENT shall comply with Municipal Code §8.52 Smoking Regulations. The Code prohibits smoking in all public places where other persons can be exposed to secondhand smoke. Pursuant to §8.52.060 D, the applicant shall designate a smoking area where smoking may be permitted subject to the conditions listed in §8.52.060 C of the Carpinteria Municipal Code.
5. If EVENT ORGANIZER violates any part of this permit or reports false information to the City of Carpinteria, the City of Carpinteria may refuse EVENT ORGANIZER future

permits and EVENT ORGANIZER shall forfeit a portion of or all of the fee and/or the deposit.

6. The City of Carpinteria may impose additional requirements as deemed necessary to protect the health, safety, and/or welfare of the community.
7. Any person aggrieved by the City of Carpinteria's decision with respect to this permit may appeal to the City of Carpinteria Public Works Director or his/her designee in writing no later than five (5) days after the City of Carpinteria's decision has been communicated to the aggrieved party.
8. If any provision of this permit is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IMPORTANT

I am an authorized agent of the organization submitting this agreement. The information provided in this agreement is true and correct. I have read and understand this agreement and agree to all of the aforementioned rules, regulations, and conditions of use.



Signature

Olivia Sorgman
Print name

California Avocado Festival
Organization

5320 Carpinteria Avenue Suite K
Carpinteria, CA 93013
Address

805-252-2068
Phone

info@avofest.org
Email

City of Carpinteria USE ONLY

Permit fee _____

Total paid _____

Deposit _____

Deposit returned _____

APPROVED BY:

Sheriff's Department

Public Works Director

City Manager

Date

Date

Date

2024 California Avocado Festival

Project Description and Outline

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2024 California Avocado Festival

Project Description and Outline

1. FESTIVAL CONCEPT AND OVERVIEW

- A. The California Avocado Festival is a community event to be a major fundraising opportunity for many of the local non-profits and service groups of Carpinteria Valley. It was also created as an annual festival for the enjoyment of the people of the State of California, for the promotion of avocados.
- B. The Festival was organized in 1986 as a non-profit (501C-3) California corporation called the California Avocado Festival, Inc. The directors of the Festival are comprised of community members.
- C. Historically, the Festival has drawn some 80-100,000 attendees during the three days. Visitors come primarily from all over Southern California. After the Festival was covered on the *Food Network* and the *Travel Channel*, our visitors come from all over the world.

2. HOURS OF OPERATION

- A. The 38th Annual Festival will operate full scale on Friday (10/04/24) from 1:00 PM to 10:00 PM, on Saturday (10/05/24) from 10:00 AM to 10:00 PM and Sunday (10/06/24) from 10:00 AM to 6:30 PM.
- B. Preparation for the Festival begins lightly on Wednesday (10/2/24) at the Seal Fountain with stage and lighting going in and then Thursday morning (10/3/24) with the placing of the canopies and tents for the food court along the 900 block of Linden Ave.
- C. The Friday Festival will take place in the 700, 800 & 900 blocks of Linden. Food booths will be open and there will be music at the Seal Fountain, Grotto Stage, & Main Stage.
- D. Arts and Crafts and Kids area will be set up Saturday morning, and open Saturday and Sunday 10:00 AM-6:00 PM. On the 600 Block of Linden and on 7th street.
- E. Beer and wine sales manned by the California Avocado Festival will cease at 9:15 PM on Friday, 9:15 PM on Saturday and 5:15 PM on Sunday, (45 minutes hour prior to closing).
- F. The music will stop at 10:00 PM on Friday, 10:00 PM on Saturday and 6:15 PM on Sunday.
- G. All vendors will cease selling at 10:00 PM on Friday, 10:00 PM on Saturday and 6:15 PM on Sunday.

2024 California Avocado Festival

Project Description and Outline

3. SITE AND ACTIVITIES

- A. Linden Avenue (900): Is a mixed use area, Commercial Booths, George Bliss Expo Tent and the High School Cheerleader's "Largest Vat of Guacamole" site.
- B. Linden Avenue (800): Food Booths will be concentrated on the 800 block of Linden, leaving a clear zone around the fountain. The fountain area will be left for music presentations. There will be tables and chairs in front of the Seal Fountain Stage and also on Wullbrandt Way. The Festival beer and wine booths will be located in this block. One booth in front of Senor Frogs, 1 booth in front of the Carpinteria Arts Center and one on the side of Rite Aid.
- C. Linden Avenue (700): Commercial South Exhibitors booths will be concentrated on this block. There will also be a Ferris wheel.
- D. Linden Avenue (600): Arts & Crafts Booths with handmade items. Exhibitors have applied for the Festival and have been judged by a committee to minimize duplicate items, keep quality high, etc. Festival staff will control entry and exit of vehicles from this area.
- E. 8th Street will be the site of the Grotto Stage hosting the VIP Party only on Friday night, musical acts Saturday and Sunday and all contests with covered seating.
- F. 7th Street between Yucca and Cactus will be the site for the Kid's Area and Kid's Stage.
- G. 9th Street (900 block): The Main Stage will be located between Yucca and Linden with a defined dance area directly in front of the stage.
- H. Wullbrandt Way (900 block): Food Vendors, table and chairs for eating, free speech area, bathrooms.
- I. 8th Street (Between 900-800 block): refrigerated semi trailer for perishable food storage; Sheriffs Command Center vehicle, First Aid, Aware and Prepare, and Fire District will provide Fire Engine.

4. SHUTTLE BUS INFORMATION

- A. Shuttle Bus service is being contracted with Jump on the School Bus to transport attendees from the Carpinteria High School parking lot and Canalino School parking lot to a drop point located on the north side of Carpinteria Avenue. Between Bank of America and Linden Pub.
- B. Service starts at 10:00 AM on Saturday and Sunday and will continue until about ½ hour after the Festival officially closes.
- C. Shuttle & Parking fee is \$10 per vehicle and \$20 per tour bus. Tickets will be sold at the High School as a fundraiser for a school sponsored program, the Carpinteria High School Football Team.
- D. Local street directional signs will be provided to direct traffic to the parking area. A portable restroom will also be provided at both locations.

2024 California Avocado Festival

Project Description and Outline

5. PARKING RESTRICTIONS

The following work will be performed by Public Works staff unless otherwise noted.

- A. Sleeves will be put on the 90-minute parking signs at Parking Lot #1 (rear) from early Friday morning until the end of Festival.
- B. Public Works will place “No Parking” signs at the following locations and times.
 - A. Carpinteria Ave (Westbound) @ Front of Torrey Pine: Sat-Sun 9 AM-10 PM
 - B. Carpinteria Ave (Westbound) @ Pool Hall: Sat-Sun 9 AM-10 PM
 - C. Linden Ave: 600 block Fri-Sun 7 AM-10 PM
 - D. Linden Ave: 700 block Thurs-Sun 7 AM-10 PM
 - E. Linden Ave: 800 block Thurs-Sun 8 AM-10 PM
 - F. Linden Ave: 900 block Thurs-Sun 8 AM-10 PM
 - G. Smart & Final Driveway Fronting on 800 Linden Fri-Sun 8 AM-10 PM
 - H. Smart & Final Driveway Behind Reading Room Fri-Sun 8 AM-10 PM
 - I. Deliver 4 barriers to Smart & Final for Parking lot Fri-Sun 8 AM-6 PM
 - J. 7th Street: 4900 Block to Cactus Thurs-Sun 8 AM-10 PM
 - K. 7th Street: 500 Block to Yucca Thurs-Sun 8 AM-10 PM
 - L. 8th Street: 4900(S&F & Cactus to Linden) Thurs-Sun 8 AM-10 PM
 - M. 8th Street: 5000, ½ block to alley Thurs-Sun 8 AM-10 PM
 - N. 9th Street: 4900, ½ block to alley Thurs-Sun 8 AM-10 PM
 - O. Wullbrandt Way (5000), ½ block to alley Thurs-Sun 8 AM-10 PM
 - P. 9th & Cactus: 4 parking spaces SW corner of lot 2 Fri-Sun 8 PM-10 PM
 - Q. 9th Street from Yucca to Elm Thurs-Sun 8 AM-10 PM
 - R. Behind Napa Auto parts, Lot 1, extra Handicap parking Fri-Sun 8 AM-10 PM
 - S. Smart & Final Parking lot, 1st row, fountain to corner Thurs-Sun 8 AM-10 PM
- C. Post “Permit Parking only” at the following locations. (Monitored by festival event staff)
 - a. 9th Street - As with past years, we will provide our musicians with a parking permit for that area.
 - b. The properties along the South side of 9th Street will be notified and, if requested, will be given parking permits (as we have in the past).
 - c. 9th St. Permit parking will enter from Yucca and exit Elm.
 - d. On the north side of 8th Street from Smart and Final’s Driveway to Maple Ave.
 - e. Cravens Parking on 6th Street (601 Linden) – permit by parking only for residents.
- D. Both drives from 9th St. to Parking lot 1 will be closed/barricaded (to allow for additional parking in Lot 1 and 9th Street in the entrance/exit area).
- E. Downtown irrigation is shut off in the Festival footprint.
- F. The Festival provides 2024 “Vendor Event Access Cards” for closed street areas for loading/unloading only as provided in the past. There are 5 areas designated by 5 different colors/60 of each:
 - a. Arts & Crafts
 - b. Commercial
 - c. Food
 - d. Entertainment
 - e. GeneralPlease see attached for example.

2024 California Avocado Festival

Project Description and Outline

6. STREET CLOSURES, DETOURS AND TRAFFIC CONTROL

Public Works staff will perform the following work unless otherwise noted.

- A. Street Closures will occur at the following locations:
 - a. The 700 block of Linden Ave. to Carpinteria Ave. Thursday, October 3rd at 7:00 AM to Sunday, October 6th, 2024 and will be open by 11:00 PM.
 - b. 8th street between Elm Ave and Maple Ave, 9th street from Elm Ave to Linden, and Wullbrandt Way Thursday, October 3rd through Sunday, October 6th, 2024 and will be open by 11:00 PM.
 - c. 600 Block of Linden Avenue to be closed from 6:00 AM Thursday – 11:00 PM Sunday.
 - d. 8th Street between Cactus Avenue and Yucca from 8:00 AM Thursday - 11:00 PM Sunday.
 - e. 9th Street between Cactus Avenue and Yucca from 8:00 AM Friday - 11:00 PM Sunday.
- B. Traffic detour signs will be placed at the following locations with respect to street closure times noted in above items #1 and #2.
 - a. Elm Avenue at 9th, 8th, and 6th Streets place (north/south arrow)
 - b. Maple Avenue at 8th, and 7th Streets (north/south arrow)
 - c. Linden Avenue, south of Carpinteria Avenue (east/west arrow)
 - d. Linden Avenue, north of Carpinteria Avenue (head of control cones)
 - e. Linden Avenue, north of 6th Street (south arrow)
 - f. No Parking on 8th Street from Von's Driveway to Elm – Operations parking
- C. Traffic control cones will be placed at the intersection of Carpinteria Avenue and Linden Avenue to detour southbound Linden Avenue traffic onto Carpinteria Avenue by way of left turn and right turn movements only.
- D. Traffic signal sequencing shall be modified by Public Works at the intersection of Carpinteria Avenue and Linden Avenue.
- E. Closed streets will be opened on Sunday night after vendors and equipment have been removed and street clean up is complete. Public Works will monitor the area during cleaning and opening of streets. All Public Works items will be placed at corners for pickup on Monday morning. Items such as beverage trailers, portable restrooms and roll off containers will either be located on private property or be situated close to the curbs so as to not impede traffic or pose any hazards.
- F. Festival volunteers will pick up all shuttle bus direction signs.

2024 California Avocado Festival

Project Description and Outline

7. ALCOHOL SERVICE

We will be continuing our relationship with the Safe Servers program facilitated by the California Avocado Festival.

- A. The California Avocado Festival is the 2024 sole vendor of beer and wine in the public right-of-way at the Festival. Approval of this special event permit will permit such vending and suspend the City's ban on consumption in the specified public area for the Festival hours only.
- B. Beer and wine sales shall be from 1:00 PM to 9:15 PM on Friday, 11:00 AM until 9:15 PM on Saturday and 11:00 AM until 5:15 PM on Sunday.
- C. The Festival shall acquire the necessary ABC permit and insurance.
- D. Beverages will be poured into plastic containers unique to their operation.
- E. Consumption of beer and wine sold by the Festival shall be limited to the designated area on Linden Ave. between 8th Street and 9th Street including the Main Stage area on 9th Street, the Avo Performing Stage seating area and the small area of Wullbrandt Way. (see attached map).
- F. The Festival will hire a qualified guard to monitor compliance at each booth.
- G. The Festival will provide 12 guards around the perimeter of the festival to assure consumption occurs within the City's suspended ban areas (see attached map).
- H. The Festival will require alcohol server awareness training for shift volunteers.

8. POLICE, FIRE, SECURITY AND COMMUNICATIONS

- A. The Santa Barbara County Sheriff's Department controls all necessary law enforcement and procedures under contract to the City of Carpinteria.
- B. The Festival will provide for a licensed security guard service to handle property security before and after the Festival hours of operation. The Festival will contract for security on Thursday, Friday and Saturday evenings with the number of personnel to be determined based on the number and location of exhibits.
- C. The Festival will request a "Command Post" vehicle from the Sheriff's Department.
- D. The Festival will obtain sufficient numbers of portable radios and/or cellular phones for troubleshooting, information requests, calls for service and emergencies. A portable or base station will be provided for the communications trailer to enhance the dispatching of EMT personnel.
- E. The Fire District will require proof of flame-resistance for each tent erected. In addition, proper fire extinguishers shall be provided by the tent contract for each booth employing open flame cooking or for larger enclosed tents, as required by the California Fire Code.

2024 California Avocado Festival

Project Description and Outline

- F. The County Sheriff's Department and event staff will enforce the "no dog" policy. Signs will be posted at all entries.

9. UTILITIES, SANITATION, TRASH, ETC.

We will be utilizing the team and systems from recent years to maintain our Zero Waste Status.

- A. The Festival will be responsible for the hook-up of all electrical appliances in a safe manner according to the Uniform Electrical Code. Vendors will be asked not to bring household type appliances or halogen lights because of their typically heavy draw on current.
- B. On-site trash and garbage will be collected by a professional janitorial service contracted by the festival for that purpose. Trash and Recycling will be disposed of in 3 - 40-yard roll-off containers (plus one smaller container) by E.J. Harrison & Sons of Ventura. They will be located in the Smart & Final parking lot and on 7th Street. The contractor is also providing numerous collection receptacles in the Festival area.
- C. Festival volunteers will assist in overall clean up of the area around the Festival site and will supervise and assist the on-site clean up on Saturday and Sunday evenings.
- D. Appropriate containers for waste oils and grease will be provided for the food vendors and will be disposed of by a rendering company. The Festival will clean any excess grease or oils on the sidewalk or street. A post washing facility (self-contained) is being pursued for the food booth area. Food vendors are required to place appropriate flooring on the street to catch any cooking oils. All county health requirements will be met.
- E. Portable sanitary facilities will be provided at various locations: CHS, 9th and Yucca, 9th and Cactus, 8th and Yucca, 7th and Linden. The Festival will contract for servicing of the facilities once on Friday twice on Saturday and once on Sunday. Toilets will be placed Thursday morning and picked up on Monday morning. Hand washing facilities will be placed at most sites.
- F. The Health Department of the County of Santa Barbara is the lead agency for controlling food vending at the Festival. All food vendors are required to attend a pre-Festival meeting at Carpinteria Woman's Club with Health Department officials and must undergo a final inspection prior to first sales on Friday. All vendors will comply with Health Department rules and regulations.
- G. The Festival will supply standard and handicap bathrooms and sinks at City bathroom locations. City will lock City bathrooms.

10. INSURANCE

- A. The Festival will contract for a \$2,000,000 liability insurance naming the City of Carpinteria as an additional insured. The Festival will also provide proof of insurance as required to the Carpinteria Unified School District and any other property owners who make facilities available to the Festival.

2024 California Avocado Festival

Project Description and Outline

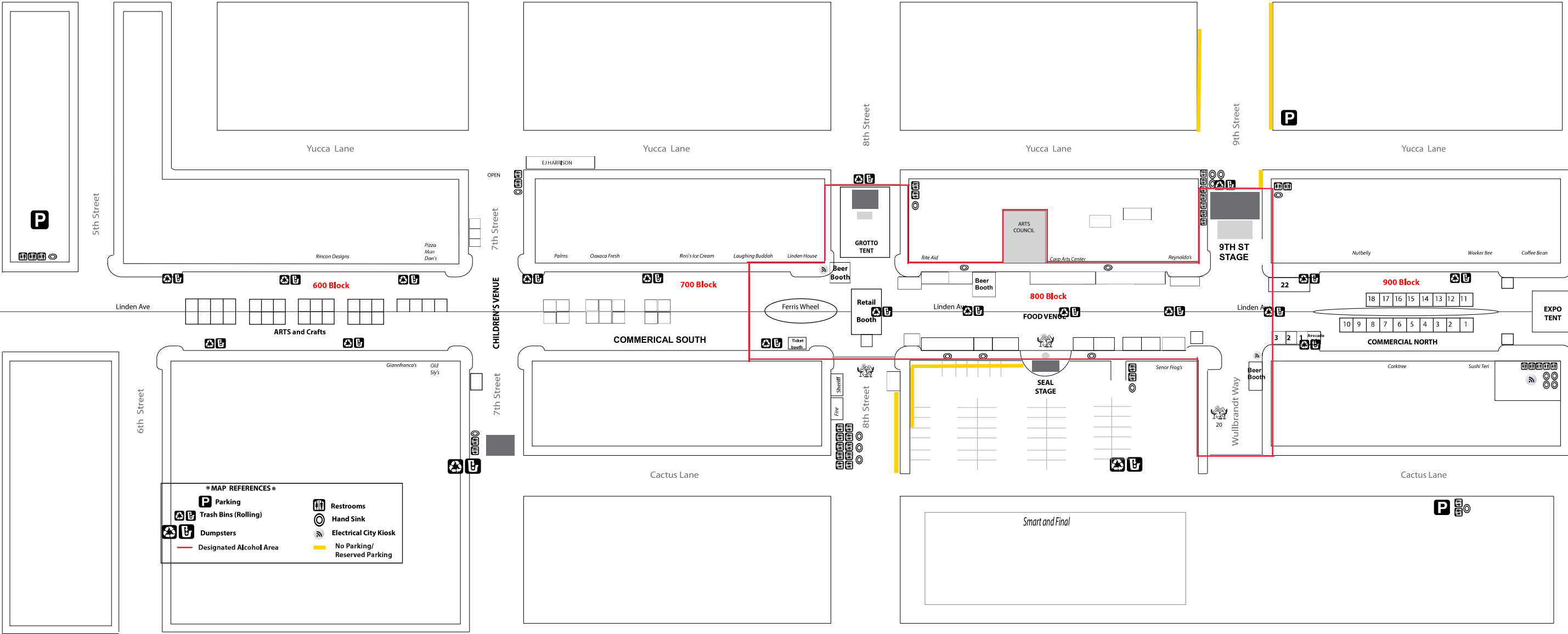
- B. Proof of insurance is also required of all vendors who are selling any product/service at the Festival. Any Attraction using the City right-of-way will be required to include the city of Carpinteria as an “also insured” as well as the Festival.

11. PERMITS AND APPROVALS

- A. The following permits, approvals or notifications will be obtained by the representative agencies for the Festival:
 - a. Special Event Permit (City of Carpinteria).
 - b. Carpinteria Unified School District for use of parking facilities
 - c. Affected vendors will be required to obtain a Sales Tax permit.
 - d. Food vendors will be required to obtain Public Health Department permits for their booths from Santa Barbara County (through Festival).
 - e. City will request additional police services for the event from the Santa Barbara County Sheriff Department.
 - f. Carpinteria-Summerland Fire Department, emergency medical services and the local schools will be notified of all street closures by the event coordinator.

12. KEY FESTIVAL PERSONNEL

A. Melissa Brown	Board President	212-0450-4771 (cell)
B. Mike Lazaro	Operations/Entertainment	403-7631 (cell)
C. Ben Mascari	Operations	453-5258 (cell)
D. Emily Miles	Expo Chair/Board Member	452-6884 (cell)
E. Olivia Sorgman	Festival Management	805-252-2068 (cell)





City of Carpinteria

COUNCIL AGENDA STAFF REPORT September 23, 2024

ITEM FOR COUNCIL CONSIDERATION

Carpinteria Groundwater Sustainability Agency Joint Executive Powers Agreement First Amendment

STAFF RECOMMENDATION

Approve the First Amendment to the Joint Exercise of Powers Agreement by and among the Carpinteria Valley Water District, the City of Carpinteria, the Santa Barbara County Water Agency, and the County of Ventura, and authorize the Mayor to execute the aforementioned Agreement.

Sample Motion: I move to approve the First Amendment to the Joint Exercise of Powers Agreement by and among the Carpinteria Valley Water District, the City of Carpinteria, the Santa Barbara County Water Agency, and the County of Ventura, and authorize the Mayor to execute the aforementioned Agreement.

BACKGROUND

Sustainable groundwater management is necessary to preserve groundwater resources for the long-term water security of California. The Sustainable Groundwater Management Act (SGMA), adopted in 2014, defines sustainable groundwater management as the management of groundwater supplies in a manner that can be maintained during the planning and implementation horizon without causing undesirable results. The intent of SGMA is to provide a framework for long-term, sustainable management of groundwater through a transparent and collaborative process between local agencies and stakeholders.

As part of the SGMA, the Department of Water Resources (DWR) prioritized groundwater basins as either very low, low, medium, or high categories. All medium- and high-priority basins are required to be managed by a Groundwater Sustainability Agency (GSA). The Carpinteria Groundwater Basin was reprioritized as a high-priority basin as part of a 2018 DWR reprioritization process, which was finalized on December 19, 2019. This designation required that a GSA be established two years following the designation.

A Groundwater Sustainability Agency can be made up of one or multiple local agencies. In 2020, the Carpinteria Valley Water District, City of Carpinteria, Santa Barbara County Water Agency, and County of Ventura formed the Carpinteria Groundwater Sustainability Agency via a Joint Exercise of Powers Agreement (JPA). Since formation in February 2020, the Carpinteria GSA has been governed by a board that consists of CVWD Directors. The additional member agencies are considered “optional” and have not exercised the option to join the GSA Board.

Under SGMA, GSAs have twenty years to achieve sustainability as defined under the SGMA. This metric is achieved through development of a Groundwater Sustainability Plan with measurable objectives and interim milestones within five years of the medium- or high-priority designation, with the intent of considering all beneficial uses of the basin.

The Carpinteria GSA initiated the development of the Groundwater Sustainability Plan (GSP) in May 2022, which included community meetings and a technical advisory committee made up of members of the public and one City of Carpinteria staff member. The GSP was adopted in December 2023.

The purpose of this agenda item is to approve the First Amendment to the Joint Exercise of Powers Agreement by and among the Carpinteria Valley Water District, the City of Carpinteria, the Santa Barbara County Water Agency, and the County of Ventura, and authorize the Mayor to execute the aforementioned Agreement.

DISCUSSION

The First Amendment of the Carpinteria Groundwater Sustainability Agency Joint Exercise of Powers Agreement proposes minor changes that will improve process for the GSA Board moving forward. These changes are intended to clarify the definitions outlined below but do not change the intent of the JPA. All changes are outlined below.

Section 1.21: Simplifies the supermajority definition, which will now read: *“Supermajority” shall mean an affirmative vote of at least two-thirds (2/3) of a Quorum, but in no event less than four Directors.*

Section 9.1: Changes definition of a quorum to: *Quorum. A majority of the Board of Directors shall constitute a quorum for the purpose of conducting business (“Quorum”).*

Section 9.3: Updates affirmative decisions of the board to remove the requirement for a unanimous vote of all directors and replace it with a requirement for a quorum of all directors. Section 9.3.1 is also updated to outline those instances in which a supermajority is required for board action.

Affirmative Decisions of the Board of Directors. Except as to actions identified in Section 9.3.1, the Board of Directors shall conduct all business by a vote of a majority of the Directors present, if a Quorum has been established, but at no time less than three Directors.

9.3.1 Supermajority Vote Requirements for Certain Actions. To be approved the following actions will require a Supermajority vote of the Directors in attendance:

- (a) Approval of the Agency's annual budget and amendments to the annual budget, consistent with Article 14;*
- (b) Adoption and approval of a GSP and any amendments or modifications thereto;*
- (c) Decisions related to the levying of taxes, assessments, regulatory fees, or other fees and charges, and any amendments thereto;*
- (d) Any capital expenditure in the amount of \$250,000 or greater;*
- (e) Issuance of bonds or other indebtedness;*
- (f) The initiation, defense or settlement of litigation;*
- (g) Decisions related to Basin boundary adjustments;*
- (h) Any decision that seeks to enforce the involuntary curtailment of water use by any groundwater user within the Basin.*

Section 14.4: Updates the instances in which indebtedness may be issued to be consistent with the changes made in Section 9.3.1.

Issuance of Indebtedness. The Agency may issue bonds, notes or other forms of indebtedness pursuant to the requirements of 9.3.1.

As mentioned above, these changes do not change the intent of the JPA, but do clarify language and allow meetings to occur in instances where there is a quorum of board members. It also clearly defines those instances in which a supermajority is required. Staff recommends that Council approve the First Amendment to the Joint Exercise of Powers Agreement by and among the Carpinteria Valley Water District, the City of Carpinteria, the Santa Barbara County Water Agency, and the County of Ventura, and authorize the Mayor to execute the aforementioned Agreement.

POLICY CONSISTENCY

The recommendation is consistent with the General Plan and Local Coastal Plan's Open Space, Recreation & Conservation Element, as well as the Sustainable Groundwater Management Act of 2014 [Assembly Bill 1739 (Dickinson), Senate Bill 1168 (Pavley), and Senate Bill 1319 (Pavley)].

FINANCIAL CONSIDERATIONS

No Additional Funding Requested. Minimal staff time to prepare the report is included in the Adopted FY 2024-25 General Fund Budget.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

The First Amendment of the JPA has been reviewed and approved by the Carpinteria Groundwater Sustainability Agency's attorney.

OPTIONS

1. Approve the First Amendment to the Joint Exercise of Powers Agreement by and among the Carpinteria Valley Water District, the City of Carpinteria, the Santa Barbara County Water Agency, and the County of Ventura, and authorize the Mayor to execute the aforementioned Agreement.
2. Do not approve the First Amendment to the Joint Exercise of Powers Agreement and provide further direction to staff.

PRINCIPAL PARTIES EXPECTED AT MEETING

Robert McDonald, Executive Director of the Carpinteria Groundwater Sustainability Agency.

ATTACHMENTS

Attachments A: First Amendment to the Joint Exercise of Powers Agreement by and among the Carpinteria Valley Water District, the City of Carpinteria, the Santa Barbara County Water Agency, and the County of Ventura.

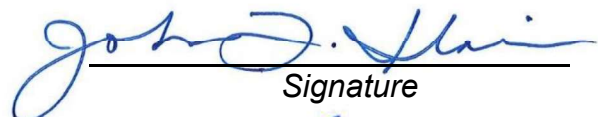
Attachment B: Joint Exercise of Powers Agreement by and among the Carpinteria Valley Water District, the City of Carpinteria, the Santa Barbara County Water Agency, and the County of Ventura.

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



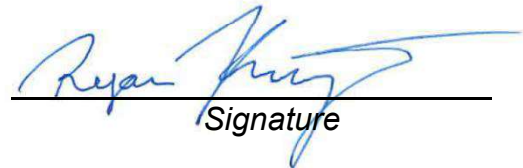
Signature

Reviewed by:
John L. Ilasin, Public Works Director
(805) 880-3402; johni@carpinteria.ca.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 the Joint Exercise of Powers Agreement by and among the
Carpinteria Valley Water District, the City of Carpinteria, the Santa Barbara
County Water Agency, and the County of Ventura**

FIRST AMENDMENT TO
JOINT EXERCISE OF POWERS AGREEMENT
by and among
THE CARPINTERIA VALLEY WATER DISTRICT
THE CITY OF CARPINTERIA
THE SANTA BARBARA COUNTY WATER AGENCY
and
THE COUNTY OF VENTURA
creating
CARPINTERIA GROUNDWATER SUSTAINABILITY AGENCY

WHEREAS, in or about January 2020, the Carpinteria GSA (the “CGSA”) was formed pursuant to the Sustainable Groundwater Management Act (SGMA), comprised of Assembly Bill 1739, SB 1168 and SB 1319 through the execution of a Joint Exercise of Powers Agreement (the “Agreement”) by the Carpinteria Valley Water District, the County of Santa Barbara Water Agency, the City of Carpinteria, and the County of Ventura (collectively, the “Members”); and

WHEREAS, since the execution of the Agreement, the Board of Directors of the CGSA (the “Board”) has had occasion to evaluate the practical consequences of several of the Agreement’s provisions; and

WHEREAS, the Board believes, and the Members concur, that the quorum and unanimity requirements and multiple hearing procedure imposed by Section 9 of the Agreement are unnecessarily onerous, and provide limited or no protection to representation of the various interests of the Members; and

WHEREAS, the Agreement’s quorum, unanimity and multiple hearing requirements have served only to delay the Board’s ability to take action to adequately govern the CGSA; and

WHEREAS, the Board and the Members wish to further define those unique items that require a supermajority vote of the Board to pass; and

WHEREAS, the Board and the Members also further desire to correct an improper reference in Section 14.4 of the Agreement; and

WHEREAS, the Agreement may be amended or modified at any time only by subsequent written agreement approved and executed by all the Members (Agreement, § 18.3); and

WHEREAS, to allow the Board to meet the needs of the CGSA in a timely fashion, the Members desire to amend certain provisions of the Agreement.

NOW, THEREFORE, the Members hereby approve the following First Amendment to the Agreement:

I. Section 1.21 of the Agreement shall be stricken and restated in its entirety to read:

“Supermajority” shall mean two-thirds (2/3) of a Quorum, but in no event less than four Directors.

II. Section 9.1 of the Agreement shall be stricken and restated in its entirety to read:

Quorum. A majority of the Board of Directors shall constitute a quorum for the purpose of conducting business (“Quorum”).

III. Section 9.3 of the Agreement shall be stricken and restated in its entirety to read:

9.3 Affirmative Decisions of the Board of Directors. Except as to actions identified in Section 9.3.1, the Board of Directors shall conduct all business by a vote of a majority of the Directors present, if a Quorum has been established, although in a majority vote no less than three affirmative votes are required to approve an action.

9.3.1 Supermajority Vote Requirements for Certain Actions. To be approved the following actions will require a Supermajority vote of the Directors in attendance:

- (a) Approval of the Agency’s annual budget and amendments to the annual budget, consistent with Article 14;
- (b) Adoption and approval of a GSP and any amendments or modifications thereto;
- (c) Decisions related to the levying of taxes, assessments, regulatory fees, or other fees and charges, and any amendments thereto;
- (d) Any capital expenditure in the amount of \$250,000 or greater;
- (e) Issuance of bonds or other indebtedness;
- (f) The initiation, defense or settlement of litigation;
- (g) Decisions related to Basin boundary adjustments;
- (h) Any decision that seeks to enforce the involuntary curtailment of water use by any groundwater user within the Basin.

IV. Section 14.4 of the Agreement shall be stricken and restated in its entirety to read:

14.4 Issuance of Indebtedness. The Agency may issue bonds, notes or other forms of indebtedness pursuant to the requirements of 9.3.1.

V. Except as amended herein, the JPA shall remain in full force and effect.

VI. The legislative bodies of the Members have each authorized execution of this First Amendment to the Agreement, as evidenced by the signatures below.

IN WITNESS WHEREOF, the Members hereto have executed this First Amendment to the Joint Exercise of Powers Agreement Creating Carpinteria Groundwater Sustainability Agency, which Amendment may be executed in counterparts.

CARPINTERIA VALLEY WATER DISTRICT

APPROVED AND ACCEPTED BY THE BOARD OF DIRECTORS:

By: _____
CASE VAN WINGERDEN
PRESIDENT, BOARD OF DIRECTORS

DATE _____

ATTEST:

LISA SILVA, BOARD CLERK

DATE _____

APPROVED AS TO FORM:

By: _____
CARI ANN POTTS, GENERAL COUNSEL

DATE _____

CITY OF CARPINTERIA

APPROVED AND ACCEPTED BY THE BOARD OF DIRECTORS:

By: _____
AL CLARK
MAYOR, CITY OF CARPINTERIA

DATE _____

ATTEST:

BRIAN C. BARRETT, CITY CLERK

DATE _____

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

DATE _____

COUNTY OF VENTURA

APPROVED AND ACCEPTED BY THE BOARD OF SUPERVISORS:

By: _____
KELLY LONG
CHAIR, BOARD OF SUPERVISORS

DATE _____

ATTEST:

MIA MARTINEZ
CHIEF DEPUTY CLERK OF THE BOARD

DATE _____

APPROVED AS TO FORM:

By: _____
COUNTY COUNSEL

DATE _____

SANTA BARBARA COUNTY WATER AGENCY

APPROVED AND ACCEPTED BY THE BOARD OF DIRECTORS:

By: _____
CHAIR, BOARD OF DIRECTORS

DATE _____

ATTEST:
COUNTY EXECUTIVE OFFICER
Ex Officio Clerk of the Board of Directors
of the Santa Barbara County Water Agency

DEPUTY

DATE _____

APPROVED AS TO FORM:
COUNTY COUNSEL

By: _____
DEPUTY

DATE _____

APPROVED AS TO FORM:
RISK MANAGER

By: _____

DATE _____

[CONTINUED ON NEXT PAGE]

RECOMMENDED FOR APPROVAL:
PUBLIC WORKS DIRECTOR

By: _____
DEEPUTY

DATE _____

ATTACHMENT B

Joint Exercise of Powers Agreement by and among the Carpinteria Valley Water District, the City of Carpinteria, the Santa Barbara County Water Agency, and the County of Ventura

JOINT EXERCISE OF POWERS AGREEMENT

by and among

THE CARPINTERIA VALLEY WATER DISTRICT

THE CITY OF CARPINTERIA

THE SANTA BARBARA COUNTY WATER AGENCY

and

THE COUNTY OF VENTURA

creating

**CARPINTERIA GROUNDWATER SUSTAINABILITY
AGENCY**

January 2020

JOINT EXERCISE OF POWERS AGREEMENT THE CARPINTERIA GROUNDWATER SUSTAINABILITY AGENCY

This **Joint Exercise of Powers Agreement (“Agreement”)** is made and effective on the last date executed (**“Effective Date”**), by and among the Carpinteria Valley Water District, the City of Carpinteria, the Santa Barbara County Water Agency and the County of Ventura, sometimes referred to herein individually as a **“Member”** and collectively as the **“Members,”** for purposes of forming the Carpinteria Groundwater Sustainability Agency (**“Agency”**) and setting forth the terms pursuant to which the Agency shall operate. Capitalized terms used herein shall have the meanings given to them in Article 1 of this Agreement.

RECITALS

A. Each of the Members is a local agency, as defined by the Sustainable Groundwater Management Act of 2014 (**“SGMA”**), duly organized and existing under and by virtue of the laws of the State of California, and each Member can exercise powers related to groundwater management.

B. For groundwater basins designated by the California Department of Water Resources (**“DWR”**) as medium- and high-priority, SGMA requires establishment of a groundwater sustainability agency (**“GSA”**) within 2 years from the date in which the basin was designated medium or high priority, and adoption of a groundwater sustainability plan (**“GSP”**) within 5 years of the date of said designation.

C. The Carpinteria Groundwater Basin (designated basin number 3-18 in the DWR’s Bulletin No. 118) (**“Basin”**) has been designated as a high-priority basin by DWR.

D. Under SGMA, a combination of local agencies may form a GSA through a joint exercise of powers agreement.

E. The Members have determined that the sustainable management of the Carpinteria Groundwater Basin pursuant to SGMA may best be achieved through the cooperation of the Members operating through a joint powers authority. In accordance with Water Code section 10732, subdivision (b), all Members have held a public hearing regarding entering into this Agreement and complied with the noticing provisions in SGMA.

F. The Joint Exercise of Powers Act (**“Act”**) codified in Government Code section 6500, et seq., authorizes the Members to create a joint powers authority, and to jointly exercise any power common to the Members and to exercise additional powers granted under the Act.

G. The Act, including the Marks-Roos Local Bond Pooling Act of 1985 (Government Code section 6584, et seq.), authorizes an entity created pursuant to the Act to issue bonds, and under certain circumstances, to purchase bonds issued by, or to make loans to, the Members for financing public capital improvements, working capital, liability and other insurance needs or projects whenever doing so would result in significant public benefits, as determined by the Members. The Act further authorizes and empowers a joint powers authority to sell bonds so

issued or purchased to public or private purchasers at public or negotiated sales.

H. Based on the foregoing legal authority, the Members desire to create a joint powers authority for the purpose of taking all actions deemed necessary by the joint powers authority to ensure sustainable management of the Basin as required by SGMA.

I. The governing board of each Member has determined it to be in the Member's best interest and in the public interest that this Agreement be executed.

TERMS OF AGREEMENT

In consideration of the mutual promises and covenants herein contained, the Members agree as follows:

ARTICLE 1 DEFINITIONS

The following terms have the following meanings for purposes of this Agreement:

1.1 "Act" means the Joint Exercise of Powers Act, set forth in Chapter 5 of Division 7 of Title 1 of the Government Code section 6500, et seq., including all laws supplemental thereto.

1.2 "Agreement" has the meaning assigned thereto in the Preamble.

1.3 "Auditor" means the auditor of the financial affairs of the Agency appointed by the Board of Directors pursuant to Section 13.3 of this Agreement.

1.4 "Agency" has the meaning assigned thereto in the Preamble.

1.5 "Basin" has the meaning assigned thereto in Recital C and shall be further defined as consistent with the most current definition of Carpinteria Groundwater Basin in DWR Bulletin 118.

1.6 "Board of Directors" or "Board" means the governing body of the Agency as established by Article 6 of this Agreement.

1.7 "Bylaws" means the bylaws adopted by the Board of Directors pursuant to Article 11 of this Agreement to govern the day-to-day operations of the Agency.

1.8 "Director" and "Alternate Director" shall mean a director or alternate director appointed to the Board of Directors for the Agency by a Member pursuant to Article 6 of this Agreement.

1.9 "DWR" has the meaning assigned thereto in Recital B.

1.10 "Effective Date" has the meaning assigned thereto in the Preamble.

1.11 “Executive Director” means the chief administrative officer of the Agency to be appointed by the Board of Directors pursuant to Article 10 of this Agreement.

1.12 “GSA” has the meaning assigned thereto in Recital B.

1.13 “GSP” has the meaning assigned thereto in Recital B.

1.14 “Member” has the meaning assigned thereto in the Preamble and further means each party to this Agreement that satisfies the requirements of Section 5.1 of this Agreement, including any new members as may be authorized by the Board, pursuant to Section 5.2 of this Agreement.

1.15 “Officer(s)” means the chair, vice chair, secretary, or treasurer of the Agency to be appointed by the Board of Directors pursuant to Section 7.1 of this Agreement.

1.16 “Principal Office” means the physical location at which Agency and GSA business is conducted, GSA staff is officed, official Agency and GSA documents will be stored, and GSA equipment will be stored. The Principal Office may be co-located at a member agency office, but Agency property and documents must be segregated into its own space.

1.17 “Quorum” shall have the meaning assigned to it in Section 9.1 of this Agreement.

1.18 “SGMA” has the meaning assigned thereto in Recital A.

1.19 “Special Projects” shall mean a project undertaken pursuant to Article 17 of this Agreement.

1.20 “State” means the State of California.

1.21 “Supermajority” shall mean the following:

1.21.1 If five (5) Directors are eligible to vote, a supermajority shall mean three (3) affirmative votes.

1.21.2 If six (6) Directors are eligible to vote, a supermajority vote shall mean four (4) affirmative votes.

1.21.3 If seven (7) Directors are eligible to vote, a supermajority vote shall mean five (5) affirmative votes.

1.21.4 If eight (8) Directors are eligible to vote, a supermajority vote shall mean six (6) affirmative votes.

1.22 A “unanimous” vote by the Board of Directors shall mean one of all Directors in attendance and eligible to vote.

ARTICLE 2

CREATION OF THE AGENCY

2.1 Creation of the Agency. There is hereby created pursuant to the Act, a joint powers authority, which will be a public entity separate from the Members to this Agreement and shall be known as the Carpinteria Groundwater Sustainability Agency (“Agency”). Within thirty (30) days after the Effective Date of this Agreement and after any amendment to this Agreement, the Agency shall cause a notice of this Agreement or amendment to be prepared and filed with the office of the California Secretary of State containing the information required by Government Code section 6503.5. Within seventy (70) days after the Effective Date of this Agreement, the Agency shall cause a statement of the information concerning the Agency, required by Government Code section 53051, to be filed with the office of the California Secretary of State and with the Clerk for the County of Santa Barbara for the County of Ventura, setting forth the facts required to be stated pursuant to Government Code section 53051, subdivision (a). The jurisdictional boundary of Agency shall be coterminous with the boundaries of the Basin.

2.2 Purpose of the Agency. Each Member to this Agreement has in common the power to study, plan, develop, finance, acquire, construct, maintain, repair, manage, operate, control, and govern water supply projects and/or exercise groundwater management authority within the Basin either alone or in cooperation with other public or private non-member entities, and each is a local agency eligible to serve as the GSA in the Basin, either alone or jointly through a joint powers agreement as provided for by SGMA. This Agreement is being entered into in order to jointly exercise some or all of the foregoing common powers, as appropriate, and for the exercise of such additional powers as may be authorized by law in the manner herein set forth, in order to effectuate the purposes of this Agreement. The purpose of the Agency is to form a GSA to manage groundwater in the Basin and to develop, adopt, and implement the GSP for the Basin pursuant to SGMA and other applicable provisions of law.

ARTICLE 3

TERM

This Agreement shall become effective upon its execution by each of the Members and shall remain in effect until terminated pursuant to the provisions of Article 16 of this Agreement.

ARTICLE 4

POWERS

The Agency shall possess the power in its own name to exercise any and all common powers of its Members reasonably necessary for the Agency to implement the purposes of SGMA and for no other purpose, together with such other powers as are expressly set forth in the Joint Exercise of Powers Act and in SGMA subject to the limitations set forth therein.

SGMA expressly reserves certain powers and authorities to and preserves certain powers and authorities of cities and counties, including, without limitation, the issuance of permits for the construction, modification or abandonment of groundwater wells, land use planning and groundwater management pursuant to city and county police powers in a manner that is not in conflict with the GSP. Directors representing a county or city of the Agency do not have the ability

to authorize the Agency to exercise or infringe upon any such reserved powers and authorities, without the Agency first seeking and receiving authorization by formal action respectively from the Board of Supervisors or City Council. Furthermore, this agreement shall not be interpreted as limiting or ceding any such reserved or preserved powers and authorities. In addition, to the extent that a Member, other than a county or city, independently possesses any of the powers or authorities expressly preserved by SGMA, the Agency does not have the ability or authority to exercise or infringe on such preserved powers and/or authorities of such Member without the Agency first seeking and receiving authorization from such Member's governing board, unless specifically enumerated in this Agreement.

For purposes of Government Code section 6509, the powers of the Agency shall be exercised subject to the restrictions upon the manner of exercising such powers as are imposed on the Carpinteria Valley Water District, and in the event of the withdrawal of the Carpinteria Valley Water District as a Member under this Agreement, then the manner of exercising; the Agency's powers shall be exercised subject to those restrictions imposed on the Santa Barbara County Water Agency.

As required by Water Code section 10723.2, the Agency shall consider the interests of all beneficial uses and users of groundwater in the Basin, as well as those responsible for implementing the GSP. Additionally, as set forth in Water Code section 10720.5, subdivision (a), any GSP adopted pursuant to this Agreement shall be consistent with Section 2 of Article X of the California Constitution. Nothing in this Agreement modifies the rights or priorities to use or store groundwater consistent with Section 2 of Article X of the California Constitution, with the exception that no extraction of groundwater between January 1, 2015 and the date of adoption of the GSP may be used as evidence of or to establish or defend against a claim for prescription. Likewise, as set forth in Water Code section 10720.5, subdivision (b), nothing in this agreement or any GSP adopted pursuant to this agreement determines or alters surface water rights or groundwater rights under common law or any provision of law that determines or grants water rights.

4.1 GSA Formation. Pursuant to Section 2.2 of this Agreement the Agency will serve as the GSA for the purposes of sustainably managing groundwater in the Basin under SGMA. After GSA formation, the Agency will have the authority to exercise all powers afforded to the Agency under SGMA, including without limitation:

4.1.1 To adopt rules, regulations, policies, bylaws and procedures governing the operation of the Agency.

4.1.2 To develop, adopt and implement a GSP for the Basin, and to exercise jointly the common powers of the Members in doing so.

4.1.3 To obtain rights, permits and other authorizations for, or pertaining to, implementation of a GSP for the Basin.

4.1.4 To collect and monitor data on the extraction of groundwater from, and the quality of groundwater in, the Basin.

4.1.5 To acquire property and other assets by grant, lease, purchase, bequest, devise, gift, or eminent domain, and to hold, enjoy, lease or sell, or otherwise dispose of, property, including real property, water rights, and personal property, necessary for the full exercise of the Agency's powers.

4.1.6 To establish and administer a conjunctive use program for the purposes of maintaining sustainable yields in the Basin consistent with the requirements of SGMA.

4.1.7 To regulate groundwater extractions as permitted by SGMA.

4.1.8 To spread, sink and inject water into the Basin.

4.1.9 To store, transport, recapture, recycle, purify, treat or otherwise manage and control water for beneficial use.

4.1.10 To develop and facilitate market-based solutions between Basin stakeholders for the use and management of water rights.

4.1.11 To impose assessments, groundwater extraction fees or other charges, and to undertake other means of financing the Agency as authorized by Chapter 8 of SGMA, commencing at section 10730 of the Water Code.

4.1.12 To perform other ancillary tasks relating to the operation of the Agency pursuant to SGMA, including without limitation, environmental review, engineering, and design.

4.1.13 To apply for, accept and receive licenses, permits, water rights, approvals, agreements, grants, loans, contributions, donations or other aid from any agency of the United States, the State of California or other public agencies or private persons or entities necessary for the Agency's purposes.

4.1.14 To develop, collect, provide, and disseminate information that furthers the purposes of the Agency.

4.1.15 To make and enter contracts necessary to the full exercise of the Agency's power.

4.1.16 To employ, designate, or otherwise contract for the services of, agents, officers, employees, attorneys, engineers, planners, financial consultants, technical specialists, advisors, and independent contractors.

4.1.17 To incur debts, liabilities or obligations, to issue bonds, notes, certificates of participation, guarantees, equipment leases, reimbursement obligations and other indebtedness, as authorized by the Act.

4.1.18 To cooperate, act in conjunction and contract with the United States, the State of California, or any agency thereof, counties, municipalities, public and private corporations of any kind (including without limitation, investor-owned utilities), and individuals, or any of them, for any and all purposes necessary or convenient for the full exercise of the powers of the Agency.

4.1.19 To sue and be sued in the Agency's own name.

4.1.20 To provide for the prosecution of, defense of, or other participation in, actions or proceedings at law or in public hearings in which the Members, pursuant to this Agreement, have an interest and employ counsel and other expert assistance for these purposes.

4.1.21 To accumulate operating and reserve funds for the purposes herein stated.

4.1.22 To invest money that is not required for the immediate necessities of the Agency, as the Agency determines is advisable, in the same manner and upon the same conditions as Members, pursuant to Government Code section 53601, as that section now exists or may hereafter be amended.

4.1.23 To undertake any investigations, studies, and matters of general administration.

4.1.24 To undertake Special Projects, as set forth in Article 17.

4.1.25 To perform all other acts necessary or proper to carry out fully the purposes of this Agreement.

ARTICLE 5 MEMBERSHIP

5.1 Members. The Members of the Agency shall be the Carpinteria Valley Water District, the City of Carpinteria, Santa Barbara County Water Agency and the County of Ventura as long as they have not, pursuant to the provisions hereof, withdrawn from this Agreement.

5.2 New Members. It is recognized that a public agency that is not a Member on the Effective Date of this Agreement may wish to participate in the Agency. Non-member eligible public agencies may become members of the Agency upon such terms and conditions as established by the Board of Directors and upon the unanimous consent of the existing Members, evidenced by the execution of a written amendment to this Agreement signed by all of the Members, including the non-member eligible public agency. The addition of new Members shall not affect any rights of existing Members without the consent of all affected Members.

ARTICLE 6 BOARD OF DIRECTORS AND OFFICERS

6.1 Formation of the Board of Directors. The Agency shall be governed by a Board of Directors (“**Board of Directors**” or “**Board**”) consisting of representatives appointed in the manner set forth in Section 6.3 of this Agreement. The Board shall be composed of five (5) “**Regular Directors**” and up to three (3) “**Optional Directors**” as follows:

6.1.1 Five (5) Regular Directors shall be appointed to the Board within 30 days of the Effective Date of the Agreement in the manner set forth in Section 6.3.1 below.

6.1.2 Three (3) Optional Directors may be appointed after the first publicly held meeting of the Agency up to the time of adoption of the GSP by the Board in the manner set forth in Sections 6.3.2 through 6.3.4 below. After the GSP has been adopted by the Board, if a Member has not appointed an Optional Director to the Board, and the seat has not been filled pursuant to Section 6.3.5 below, a Member may elect to appoint its Optional Director but subject to the Board of Directors' approval.

6.2 Duties of the Board of Directors. The business and affairs of the Agency, and all of the powers of the Agency, including without limitation all powers set forth in Article 4, are reserved to and shall be exercised by and through the Board of Directors, except as may be expressly delegated to the Executive Director or others pursuant to this Agreement, Bylaws, or by specific action of the Board of Directors.

6.3 Appointment of Directors. The Directors shall be appointed as follows:

6.3.1 Five (5) Regular Directors from the Carpinteria Valley Water District shall be appointed to the Board of Directors by resolution of the Carpinteria Valley Water District board of directors.

6.3.2 One (1) Optional Director from the City of Carpinteria may be appointed by resolution of the City of Carpinteria City Council pursuant to Section 6.1.2 above.

6.3.3 One (1) Optional Director from the Santa Barbara County Water Agency may be appointed by resolution of the Santa Barbara County Water Agency board of directors pursuant to Section 6.1.2 above.

6.3.4 One (1) Optional Director from the County of Ventura may be appointed by resolution of the Ventura County Board of Supervisors pursuant to Section 6.1.2 above.

6.3.5 If the Members named in Sections 6.3.2, 6.3.3, or 6.3.4 fail to exercise the option to appoint an Optional Director up to the adoption of the GSP by the Board, or if a Member provides written notice to the Board Chair and to all other Members named in Sections 6.3.2, 6.3.3, or 6.3.4 that it declines to exercise its option to appoint an Optional Director, any other Member named in these Sections may choose to exercise the option to name another Optional Director from their respective agency within thirty (30) days after adoption of the GSP by the Board. The option under this Section may be exercised by providing the GSA Board Chair with written notice of the Member's election to name another Optional Director. If more than one eligible Member exercises the option under this section, the Member who first provided written notice to the GSA Board Chair will be the Member authorized to exercise the appointment option. This option shall be limited to allow the Members named in Sections 6.3.2, 6.3.3 and 6.3.4 to appoint a maximum of two Optional Directors.

6.4 Alternate Directors. Each Member may appoint one Alternate Director to act in the place of a Director in case of absence or inability to act. Alternate Directors shall be appointed in the same manner as set forth in Section 6.3. Unless appearing as a substitute for a Director due to absence or conflict of interest, Alternate Directors shall have no vote, and shall not participate in

any discussions or deliberations of the Board. If the Director is not present, or if the Director has a conflict of interest which precludes participation by the Director in any decision-making process of the Board, the Alternate Director appointed to act in his/her place shall assume all rights of the Director, and shall have the authority to act in his/her absence, including casting votes on matters before the Board. Each Alternate Director shall be appointed prior to the meeting of the Board in which the Alternate Director is participating Board deliberations. Alternate Directors are encouraged to attend Board meetings and stay informed on current issues before the Board.

6.5 Term, Reappointment, and Removal.

6.5.1 Directors and Alternate Directors shall serve for terms of four (4) years. A Director or Alternate Director may be removed during his or her term or reappointed for multiple terms at the pleasure of the Member that appointed him or her.

6.5.2 A Director shall be a member of the appointing agency's legislative body and shall cease to be a Member Director or Alternate Director when no longer a member of the appointing agency's legislative body.

6.5.3 An Alternate Director shall be a member of the appointing agency's legislative body or in a senior management staff position and shall cease to be an Alternate Director when no longer a member of the appointing agency's staff or legislative body.

6.6 Vacancies. A vacancy on the Board of Directors shall occur when a Director resigns or reaches the end of that Director's term, as set forth in Section 6.5. A vacancy shall also occur when a Director is removed by his or her appointing Member. Upon the vacancy of a Director, the Alternate Director shall serve as Director until a new Director is appointed as set forth in Section 6.3 unless the Alternate Director is already serving as an Alternate Director in the event of a prior vacancy, in which case, the seat shall remain vacant until a replacement Director is appointed as set forth in Section 6.3. Members shall submit any changes in Director or Alternate Director positions to the Executive Director by written notice signed by an authorized representative of the Member's agency. The written notice shall include a resolution of the governing board of the Member directing such change in the Director or Alternative Director position.

6.7 Conflicts of Interest. No Director shall be allowed to participate in any matter before the Board in which he or she has a conflict of interest. A Director is also deemed to have a conflict of interest and disqualified from participating in related matters before the Board if that Director (i) is personally, or (ii) was appointed by a Member that is, named as an adverse party in any litigation in which the Agency is a party. In such an event, the Director shall be deemed disqualified in all matters related to the issue being litigated, shall not be eligible to receive confidential information relating to the litigation from the Agency or its legal counsel, and shall not be eligible to attend any closed session where the litigation is discussed. In the event a Director deemed to have conflict of interest refuses to withdraw from matters related to the conflict, the other Directors shall jointly seek a court order preventing the conflicted Director from participating in those related matters.

ARTICLE 7 OFFICERS

7.1 Officers. The officers of the Agency shall be a chair and vice chair, selected from among the Directors. The Agency shall also appoint a treasurer/auditor consistent with the provisions of Section 13.3. In the absence of the chair the vice chair, or in the vice chair's absence, the next senior Director, shall exercise all powers of the chair in the chair's absence or inability to act.

7.2 Appointment of Officers. Officers shall be elected by, and serve at the pleasure of, the Board of Directors, in accordance with the Bylaws.

7.3 Principal Office. The Principal Office of the Agency shall be established by the Board of Directors and may thereafter be changed by a vote of the Board.

ARTICLE 8 DIRECTOR MEETINGS

8.1 Initial Meeting. The initial meeting of the Board of Directors shall be held in Carpinteria, California, within thirty (30) days of the Effective Date of this Agreement.

8.2 Time and Place. The Board of Directors shall meet at least quarterly, at a date, time and place set by the Board, within the jurisdictional boundaries of one or more of the Members, and at such times as may be determined by the Board.

8.3 Special Meetings. Special meetings of the Board of Directors may be called by the Chair or by a vote of the Directors in accordance with the provisions of Government Code section 54956.

8.4 Conduct. All meetings of the Board of Directors, including special meetings, shall be noticed, held, and conducted in accordance with the Ralph M. Brown Act (Government Code, § 54950, et seq.). The Board may use teleconferencing in connection with any meeting in conformance with and to the extent authorized by applicable law.

8.5 Local Conflict of Interest Code. The Board of Directors shall adopt a local conflict of interest code pursuant to the provisions of the Political Reform Act of 1974 (Government Code, § 81000, et seq.) within six (6) months of the first meeting of the Board of Directors of the Agency.

ARTICLE 9 MEMBER VOTING

9.1 Quorum. A quorum of any meeting of the Board of Directors shall consist of a majority of the total number of Directors plus one Director ("**Quorum**"). In the absence of a Quorum, a meeting of the Directors may be adjourned for lack of a Quorum. If there is not a Quorum at a meeting of the Directors, no business may be transacted at the meeting. For purposes of this Article, a Director shall be deemed present if the Director appears at the meeting in person

or participates telephonically, provided the telephone appearance is consistent with the requirements of the Ralph M. Brown Act (Government Code, § 54950, et seq.).

9.2 Director Votes. Voting by the Board of Directors shall be made on the basis of one vote for each Director. A Director, or an Alternate Director when acting in the absence of his or her Director, may vote on all matters of Agency business unless disqualified because of a conflict of interest pursuant to California law or the local conflict of interest code adopted by the Board of Directors.

9.3 Affirmative Decisions of the Board of Directors. The structure of voting and the determination of affirmative decisions of the Board of Directors, as set forth herein, are designed to encourage and facilitate consensus, pursuant to the following procedure:

9.3.1 First Hearing. A matter may be approved on the first hearing of the matter pursuant to a unanimous vote of all Directors.

9.3.2 Second Hearing. If unanimity is not obtained on the first hearing of a matter, the Board shall continue a final vote on the matter for a second hearing. The second hearing shall occur at the next regular meeting of the Board, unless the Board votes to continue the second hearing of the matter to another regular or special meeting of the Board.

(a) Matters Requiring Supermajority Vote on Second Hearing. Decisions concerning the following matters shall require a supermajority vote in order to pass on the Second Hearing: (i) any capital expenditure of \$250,000 or more; (ii) the Agency's annual budget and amendments thereto; (iii) adoption or amendment of the GSP for the Basin; (iv) adoption of groundwater extraction fees; (v) the Agency's adoption of any taxes, fees, or assessments that are subject to Proposition 26 or 218; (vi) any stipulation to resolve litigation concerning groundwater rights within, or groundwater management for, the Basin. A supermajority vote shall be calculated pursuant to Section 1.21.

(b) Simple Majority Vote for All Other Matters on Second Hearing. Unless otherwise specified in this Agreement, for all matters not specified in Section 9.3.2(a), an affirmative decision of the Board on the second hearing shall require a simple majority of all Directors present at the meeting and eligible to vote on the matter.

ARTICLE 10

EXECUTIVE DIRECTOR AND STAFF

10.1 Appointment. The Board of Directors shall appoint an Executive Director, who may be, though need not be, an officer, employee, or representative of one of the Members. The Executive Director's compensation, if any, shall be determined by the Board of Directors.

10.2 Duties. If appointed, the Executive Director shall be the chief administrative officer of the Agency, shall serve at the pleasure of the Board of Directors, and shall be responsible to the Board for the proper and efficient administration of the Agency. The Executive Director shall have the powers designated by the Board, or otherwise as set forth in the Bylaws.

10.3 Term and Termination. The Executive Director shall serve until he/she resigns, or the Board of Directors terminates his/her appointment.

10.4 Staff and Services. The Executive Director may employ such additional full-time and/or part-time employees, assistants and independent contractors who may be necessary from time to time to accomplish the purposes of the Agency, subject to the approval of the Board of Directors. The Agency may contract with a Member or other public agency or private entity for various services, including without limitation, those related to the Agency's finances, purchasing, risk management, information technology and human resources. A written agreement shall be entered between the Agency and the Member or other public agency or private entity contracting to provide such service, and that agreement shall specify the terms on which such services shall be provided, including without limitation, the compensation, if any, that shall be made for the provision of such services.

ARTICLE 11 BYLAWS

The Board of Directors shall cause to be drafted, approve, and amend Bylaws of the Agency to govern the day-to-day operations of the Agency. The Bylaws shall be adopted at or before the first anniversary of the Board's first meeting.

ARTICLE 12 ADVISORY COMMITTEES

The Board of Directors may from time to time appoint one or more advisory committees or establish standing or ad hoc committees to assist in carrying out the purposes and objectives of the Agency. The Board shall determine the purpose and need for such committees and the necessary qualifications for individuals appointed to them. Each committee shall include a Director as the chair thereof. Other members of each committee may be composed of those individuals approved by the Board of Directors for participation on the committee. However, no committee or participant on such committee shall have any authority to act on behalf of the Agency.

ARTICLE 13 ACCOUNTING PRACTICES

13.1 General. The Board of Directors shall establish and maintain such funds and accounts as may be required by generally accepted public agency accounting practices. The Agency shall maintain strict accountability of all funds and report all receipts and disbursements of the Agency.

13.2 Fiscal Year. Unless the Board of Directors decides otherwise, the fiscal year for the Agency shall run from July 1 to June 30.

13.3 Appointment of Treasurer and Auditor; Duties. The treasurer and Auditor shall be appointed and/or retained in the manner, and shall perform such duties and responsibilities, specified in sections 6505, 6505.5 and 6505.6 of the Act. The treasurer shall be bonded in accordance with the provisions of Government Code section 6505.1. Until such appointment of

treasurer/Auditor, the duties of the office shall be carried out by the treasurer/auditor of the Carpinteria Valley Water District.

13.4 Records. The books and records of the Agency shall be open to inspection by the Members at reasonable times upon reasonable notice, provided, however, that nothing in this Agreement shall be interpreted as requiring the Agency to disclose confidential materials, or materials privileged from disclosure, under California law. Nothing in this Agreement shall be interpreted as negating an exemption from, or prohibition of, disclosure in the Public Records Act (Government Code, § 6250, et seq.).

ARTICLE 14 BUDGET AND EXPENSES

14.1 Budget. Within one hundred and twenty (120) days after the first meeting of the Board of Directors, and thereafter prior to the commencement of each fiscal year, the Board shall adopt a budget for the Agency for the ensuing fiscal year. In the event that a budget is not so approved, the prior year's budget shall be deemed approved for the ensuing fiscal year, and any groundwater extraction fee or contributions by Members, or both, approved by the Board during the prior fiscal year shall again be assessed in the same amount and terms for the ensuing fiscal year until amended.

14.2 Agency Funding and Contributions. For the purpose of funding the expenses and ongoing operations of the Agency, the Board of Directors shall maintain a funding account in connection with the annual budget process. The Board of Directors may fund the Agency and the GSP for the Basin as provided in Chapter 8 of SGMA (commencing with section 10730 of the Water Code), and through voluntary contributions from Members, with the intent that the Agency will reimburse each Member at a later date.

14.3 Return of Contributions. The Agency may reimburse Members for all or any part of any contributions made by Members, and any revenues by the Agency may be distributed by the Board of Directors at such time and upon such terms as the Board of Directors may decide; provided that (i) any distributions shall be made in proportion to the contributions paid by each Member to the Agency, and (ii) any capital contribution paid by a Member voluntarily, and without obligation to make such capital contribution pursuant to Section 14.2 above, shall be returned to the contributing Member, together with accrued interest at the annual rate published as the yield of the Local Agency Investment Fund administered by the California State Treasurer, before any other return of contributions to the Members is made. The Agency shall hold title to all funds and property acquired by the Agency during the term of this Agreement.

14.4 Issuance of Indebtedness. The Agency may issue bonds, notes or other forms of indebtedness, as permitted under Section 4.6 of this Agreement, provided such issuance is approved by a unanimous vote of the Directors.

14.5 Revenue. The Agency may assess fees or taxes from Basin users in order to fund its groundwater management activities. Revenues generated from Basin users may be subject to Proposition 26 or 218. Assessment of fees requires a Supermajority Vote of the Board pursuant to Section 9.3.2(a) of this Agreement.

ARTICLE 15 LIABILITIES

15.1 Liability. In accordance with Government Code section 6507, the debt, liabilities and obligations of the Agency shall be the debts, liabilities and obligations of the Agency alone, and not the individual Members.

15.2 Indemnity. Funds of the Agency may be used to defend, indemnify, and hold harmless the Agency, each Member, each Director, and any officers, agents and employees of the Agency for their actions taken within the course and scope of their duties while acting on behalf of the Agency. To the fullest extent permitted by law, the Agency agrees to save, indemnify, defend and hold harmless each Member from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees, where the same arise out of, or are in any way attributable in whole or in part to: (i) this Agreement; (ii) the acts or omissions of the Agency or its employees, officers or agents; or (iii) the negligent acts or omissions (not including gross negligence or wrongful conduct) of the employees, officers or agents of any Member arising out of or attributable to the Agency or this Agreement.

15.3 Hazardous Materials. The Agency shall not handle, receive, use, or dispose of hazardous materials unless first amending this Agreement to provide indemnification by the Agency of all of Members in relation to the Agency's handling, receipt, use or disposal of hazardous materials.

15.4 Liability Insurance. The Board of Directors shall obtain, and maintain in effect, appropriate liability insurance to cover the activities of the Agency's Directors and staff in the ordinary course of their duties.

15.5 Privileges and Immunities. All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, workers compensation, and other benefits which apply to the activity of officers, agents, or employees of any of the Members when performing their respective functions shall apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement. None of the officers, agents, or employees appointed by the Board of Directors shall be deemed, by reason of their employment by the Board of Directors, to be employed by any of the Members or, by reason of their employment by the Board of Directors to be subject to any of the requirements of such Members.

ARTICLE 16 WITHDRAWAL OF MEMBERS

16.1 Unilateral Withdrawal. Subject to the Dispute Resolution provisions set forth in Section 18.9 of this Agreement, a Member may unilaterally withdraw from this Agreement without causing or requiring termination of this Agreement, effective upon sixty (60) days written notice to the Executive Director and all Members.

16.2 Rescission or Termination of Agency. This Agreement may be rescinded and the Agency terminated by unanimous written consent of all Members, except during the outstanding term of any Agency indebtedness.

16.3 Effect of Withdrawal or Termination. Upon termination of this Agreement or unilateral withdrawal, a Member shall remain obligated to pay its share of all debts, liabilities and obligations of the Agency required of the Member pursuant to the terms of this Agreement which were incurred or accrued prior to the date of such termination or withdrawal, including, without limitation, those debts, liabilities and obligations pursuant to Sections 4.6 and 14.4 of this Agreement. Any Member that withdraws from the Agency shall have no right to participate in the business and affairs of the Agency or to exercise any rights of a Member under this Agreement or the Act, but shall continue to share in distributions from the Agency on the same basis as if such Member had not withdrawn, provided that a Member that has withdrawn from the Agency shall not receive distributions in excess of the contributions made to the Agency while a Member. The right to share in distributions granted under this Section shall be in lieu of any right the withdrawn Member may have to receive a distribution or payment of the fair value of the Member's interest in the Agency.

16.4 Return of Contribution. Upon termination of this Agreement, any surplus money on-hand shall be returned to the Members in proportion to their contributions made. The Board of Directors shall first offer any property, works, rights and interests of the Agency for sale to the Members on terms and conditions determined by the Board of Directors. If no such sale to Members is consummated, the Board of Directors shall offer the property, works, rights, and interest of the Agency for sale to any non-member for good and adequate consideration. The net proceeds from any sale shall be distributed among the Members in proportion to their contributions made.

ARTICLE 17 SPECIAL PROJECTS

17.1 Special Projects. In addition to the general activities undertaken by all Members of the Agency, the Agency may initiate Special Projects that involve fewer than all Members. No Member shall be required to be involved in a Special Project that involves fewer than all Members.

17.2 Special Project Agreement. With the unanimous approval of Directors, Members may undertake Special Projects in the name of the Agency. Prior to undertaking a Special Project, the Members electing to participate in the Special Project shall enter into an activity agreement. Such activity agreement shall provide that: (i) no Special Project undertaken pursuant to such agreement shall conflict with the terms of this Agreement; and (ii) the Members to the activity agreement shall indemnify, defend and hold the Agency, and the Agency's other Members, harmless from and against any liabilities, costs or expenses of any kind resulting from the Special Project described in the activity agreement. All assets, rights, benefits, debts, liabilities and obligations attributable to a Special Project shall be assets, rights, benefits, debts, liabilities and obligations solely of the Members that have entered into the activity agreement for that Special Project, in accordance with the terms of the activity agreement, and shall not be the assets, rights, benefits, debts, liabilities and obligations of those Members that have not executed the activity

agreement. Members not electing to participate in the Special Project shall have no rights, benefits, debts, liabilities or obligations attributable to such Special Project.

ARTICLE 18

MISCELLANEOUS PROVISIONS

18.1 No Predetermination or Irretrievable Commitment of Resources. Nothing in this Agreement shall constitute a determination by the Agency or any of its Members that any action shall be undertaken or that any unconditional or irretrievable commitment of resources shall be made, until such time as the required compliance with all local, state, or federal laws, including without limitation the California Environmental Quality Act (Public Resources Code, § 21000, et seq.), National Environmental Policy Act (42 U.S.C. § 4321, et seq.), or permit requirements, as applicable, has been completed.

18.2 Notices. Notices to a Director or Member hereunder shall be sufficient if delivered to the City Clerk, Board Clerk, or Board Secretary of the respective Director or Member and addressed to the Director or Member. Delivery may be accomplished by U.S. Postal Service, private mail service or electronic mail.

18.3 Amendments to Agreement. This Agreement may be amended or modified at any time only by subsequent written agreement approved and executed by all of the Members.

18.4 Agreement Complete. This Agreement constitutes the full and complete agreement of the Members. This Agreement supersedes all prior agreements and understandings, whether in writing or oral, related to the subject matter of this Agreement that are not set forth in writing herein.

18.5 Severability. Should any part, term or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any applicable federal law or any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, or provisions of this Agreement shall not be affected thereby, provided however, that if the remaining parts, terms, or provisions do not comply with the Act, this Agreement shall terminate.

18.6 Withdrawal by Operation of Law. Should the participation of any Member to this Agreement be decided by the courts to be illegal or in excess of that Member's authority or in conflict with any law, the validity of this Agreement as to the remaining Members shall not be affected thereby.

18.7 Assignment. The rights and duties of the Members may not be assigned or delegated without the written consent of all other Members. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void.

18.8 Binding on Successors. This Agreement shall inure to the benefit of, and be binding upon, the successors or assigns of the Members.

18.9 Dispute Resolution. In the event that any dispute arises among the Members

relating to (i) this Agreement, (ii) the rights and obligations arising from this Agreement, (iii) a Member proposing to withdraw from membership in the Agency, or (iv) a Member proposing to initiate litigation in relation to legal rights to groundwater within the Basin or the management of the Basin, the aggrieved Member or Members proposing to withdraw from membership shall provide written notice to the other Members of the controversy or proposal to withdraw from membership. Within forty-five (45) days after such written notice, the Members shall attempt in good faith to resolve the controversy through informal means. If the Members cannot agree upon a resolution of the controversy within forty-five (45) days from the providing of written notice specified above, the dispute shall be submitted to mediation prior to commencement of any legal action or prior to withdrawal of a Member proposing to withdraw from membership. The mediation shall be no less than a full day (unless agreed otherwise among the Members) and the cost of mediation shall be paid in equal proportion among the Members. The mediator shall be either voluntarily agreed to or appointed by the Superior Court upon a suit and motion for appointment of a neutral mediator. Upon completion of mediation, if the controversy has not been resolved, any Member may exercise all rights to bring a legal action relating to the controversy or withdraw from membership as otherwise authorized pursuant to this Agreement.

18.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

18.11 Singular Includes Plural. Whenever used in this Agreement, the singular form of any term includes the plural form and the plural form includes the singular form.

18.12 No Third-Party Rights. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under, or by reason of, this Agreement on any person other than the Members and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligations or liability of any third person to any Member, nor shall any provision give any third person any right of subrogation or action over or against any Member.

18.13 Member Authorization. The legislative bodies of the Members have each authorized execution of this Agreement, as evidenced by the signatures below.

IN WITNESS WHEREOF, the Members hereto have executed this Agreement by authorized officials thereof on the dates indicated below, which Agreement may be executed in counterparts.

CARPINTERIA VALLEY WATER DISTRICT

APPROVED AND ACCEPTED BY THE BOARD OF DIRECTORS:

By: Matthew Roberts
MATTHEW ROBERTS
PRESIDENT, BOARD OF DIRECTORS

DATE 1-31-2020

ATTEST:

Ursula Santana
URSULA SANTANA, BOARD CLERK

DATE 1-31-2020

APPROVED AS TO FORM:

By: J. Roger Myers
J. ROGER MYERS, GENERAL COUNSEL

DATE 1-31-2020

CITY OF CARPINTERIA



Mayor, City of Carpinteria

ATTEST:



City Clerk, City of Carpinteria

APPROVED AS TO FORM:



Valerie Kincaid

O' Laughlin and Paris, acting as
Special Council of the City of Carpinteria

COUNTY OF VENTURA

APPROVED AND ACCEPTED BY THE BOARD OF SUPERVISORS:

By: Kelly Long
CHAIR, BOARD OF SUPERVISORS



ATTEST: Michael Powers
Clerk of the Board of Supervisors
Jon Key
by: ~~BOARD CLERK~~ Deputy Clerk of the Board

APPROVED AS TO FORM:

By: Albert B. A.
COUNTY COUNSEL

SANTA BARBARA COUNTY WATER AGENCY

ATTEST:

MONA MIYASATO,
COUNTY EXECUTIVE OFFICER
Ex Officio Clerk of the Board Directors
of the Santa Barbara County Water Agency

By: Shah McGuena
Deputy

SANTA BARBARA COUNTY WATER AGENCY

By: Gregg Hart
Gregg Hart, Chair, Board of Directors

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: Michael C. Ghizzoni
Deputy

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK MANAGER

By: Ray Aromatorio

RECOMMENDED FOR APPROVAL:
SCOTT D. MCGOLPIN
PUBLIC WORKS DIRECTOR

By: Scott D. McGolpin
Deputy Public Works Director



City of Carpinteria

COUNCIL AGENDA STAFF REPORT September 23, 2024

ITEM FOR COUNCIL CONSIDERATION

Santa Barbara County Regional SB 1383 Food Recovery Plan Memorandum of Understanding

STAFF RECOMMENDATION

Approve and authorize the City Manager to execute the 2025-2027 Memorandum of Understanding between the City of Carpinteria and the County of Santa Barbara for the Santa Barbara County Regional Senate Bill 1383 Food Recovery Plan.

Sample Motion: I move to approve and authorize the City Manager to execute the 2025-2027 Memorandum of Understanding between the City of Carpinteria and the County of Santa Barbara for the Santa Barbara County Regional Senate Bill 1383 Food Recovery Plan.

BACKGROUND

Senate Bill 1383 (SB 1383) was adopted in 2016 with a goal of reducing short-lived climate pollutants. The legislation includes emission reduction targets for methane and other climate-related pollutants, and set a goal of reducing organic waste disposal by 75% by 2025. There are numerous programs required to meet these goals such as citywide renewable energy targets, commercial inedible organics recycling, and citywide organics procurement programs. The bill also requires an edible food recovery program to ensure qualifying businesses recover edible food for donation to avoid landfilling.

The City of Carpinteria, in partnership with its waste hauler E.J. Harrison & Sons, has had an organic waste diversion program in place for almost ten years, beginning with a pilot food waste program in 2013 that has since expanded to include organic waste diversion for all sectors. In addition to organic waste diversion, public agencies are required to operate edible food diversion programs. To develop and implement a successful edible food donation program, the Cooperating Partners, including the County of Santa Barbara ("County"), and the cities of Buellton, Santa Barbara, Solvang, and Goleta, participated in the development of a Memorandum of Understanding (MOU) to implement a regional food recovery network. The 2023-2024 MOU, which expires December 31, 2024, established a food recovery plan in

accordance with SB 1383, allowing the Cooperating Partners to work closely with food recovery organizations such as the Santa Barbara County Food Bank and Girls, Inc. of Carpinteria, as well as the Santa Barbara County Public Health Department (SBCPHD), and other community groups.

The purpose of this agenda item is to approve and authorize the City Manager to execute the 2025-2027 Memorandum of Understanding between the City of Carpinteria and the County of Santa Barbara for the Santa Barbara County Regional Senate Bill 1383 Food Recovery Plan.

DISCUSSION

Administered by the County's Resource Recovery and Waste Management Division (RRWMD), the Food Recovery MOU builds upon the regional collaboration efforts already undertaken through universal outreach materials and bi-monthly meetings, coordinated by RRWMD.

This MOU allows the Cooperating Partners to share resources that help achieve compliance with SB 1383 regulations while maximizing food recovery for edible food generators. The requirements are applicable to all edible food generators over a certain size, classified as Tier 1 and Tier 2. Tier 1 generators typically have more produce, fresh grocery, and shelf-stable foods to donate. These larger generators include wholesale food vendors, food service providers, food distributors, grocery stores and supermarkets. Tier 2 edible food generators typically have more prepared foods to donate, which often require more careful handling to meet food safety requirements (i.e. time and temperature controls). These smaller generators include hotels, restaurants, health facilities, large venues and events, and local education agencies. In addition to creating and maintaining outreach materials, the Food Recovery MOU assists the City and other Cooperating Partners in meeting record keeping requirements for SB 1383 by maintaining the filing system for edible food recovery reporting.

Participating in a regional program to meet the goals of food recovery set forth in SB 1383 allows the City to maintain compliance at a reduced cost, while also creating uniformity across jurisdictions, many of which have stores and restaurants owned or managed by the same people.

Staff recommends that Council approve and authorize the City Manager to execute the 2025-2027 Memorandum of Understanding between the City of Carpinteria and the County of Santa Barbara for the Santa Barbara County Regional Senate Bill 1383 Food Recovery Plan.

POLICY CONSISTENCY

The establishment and maintenance of a food recovery program is a requirement of SB 1383. Additionally, this project is consistent with the City's Solid Waste Program's policies and goals.

FINANCIAL CONSIDERATIONS

No additional funding is required. The cost will be covered within the Fiscal Year 2024-25 budget through grant funding.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

No legal or risk management concerns have been identified with approving this MOU.

OPTIONS

1. Approve and authorize the City Manager to execute the 2025-2027 Memorandum of Understanding between the City of Carpinteria and the County of Santa Barbara for the Santa Barbara County Regional Senate Bill 1383 Food Recovery Plan.
2. Do not approve and provide further direction to staff.

PRINCIPAL PARTIES EXPECTED AT MEETING

None.

ATTACHMENTS

Attachment A: 2025-2027 Memorandum of Understanding between the City of Carpinteria and the County of Santa Barbara for the Santa Barbara County Regional Senate Bill 1383 Food Recovery Plan.

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


Signature

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


Signature

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


Signature

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


Signature

ATTACHMENT A

**2025-2027 Memorandum of Understanding between the City of Carpinteria and
the County of Santa Barbara for the Santa Barbara County Regional Senate Bill
1383 Food Recovery Plan**

Memorandum of Understanding
Santa Barbara County Regional SB 1383 Food Recovery Plan
January 1, 2025 – June 30, 2027

This Memorandum of Understanding (“MOU”) is entered into by and between the County of Santa Barbara (“County”) and the cities of Buellton, Carpinteria, Goleta, Lompoc, Santa Barbara, and Solvang (“Partner Cities/City” and collectively with the County “Cooperating Partners”) for sharing the cost of continuing the revised “Santa Barbara County Regional SB 1383 Food Recovery Plan Extension” (“FRP”), attached hereto as Attachment 1, and incorporated herein by reference.

1. Purpose of this MOU

Under this MOU, the Partner Cities commit to sharing the cost with the County for maintaining a regional food recovery program. The attached FRP includes program goals and the Scope of Work to be performed by the County and Partner Cities.

2. Project Manager

The County shall generally act as the project manager to provide overall coordination of the FRP. The County will provide program updates to Partner Cities via virtual meetings, in writing via email, or through online file sharing.

3. Financial Considerations and Payment Terms

3.1 Cost-Sharing Estimates

Costs of services will be divided into three terms, as described below.

- Term 1 shall be from January 1st, 2025, through June 30th, 2025.
- Term 2 shall be from July 1st, 2025, through June 30th 2026.
- Terms 3 shall be from July 1st, 2026, through June 30th, 2027

The cost for the County to perform the scope of services in the attached FRP is estimated to be the following:

- \$25,930.42 for the time period of January 1st, 2025 – June 30th, 2025 (Term 1)
- \$52,356.67 for the time period of July 1st, 2025 – June 30th 2026 (Term 2)
- \$53,898.86 for the time period of July 1st, 2026 – June 30th, 2027 (Term 3)

These costs are calculated based on hours worked on the project, hourly labor costs, and FileMaker licensing renewal. Further costs details are available in the FRP. Hourly labor costs are anticipated to increase each year to incorporate salary adjustments, including but not limited to cost of living

adjustments, inflation, etc. If the parties approve extensions to the MOU, as provided in Section 5, the costs for each extension shall be divided into two terms by fiscal year (July 1st- June 30th) and shall include increases per twelve-month period as set forth in the FRP to allow for continued cost recovery for the services provided by the County to operate this program. Annual costs are expected to increase by 3% each fiscal year.

The Cooperating Partners agree to contribute funding at the percentages shown in the FRP. Partner Cities will be invoiced 14 (fourteen) days after the end of each term. Invoices will include the costs accrued within the date ranges described above.

Costs listed in the FRP are estimates, and the Cooperating Partners are responsible for actual costs, including any and all costs above said estimates, up to 10% above said estimates, as tracked and billed by the County pursuant to Section 3.2. This provision is intended to limit additional costs to the Cooperating Partners.

3.2. Cost-Sharing Process

Service hours completed by the County will be tracked and totaled. The total costs will be divided and allocated according to the percentages listed in the attached, and billed to each respective Partner City via invoice. Each Partner City agrees to pay the County within 30 days of receipt of an invoice.

Each Cooperating Partner shall be solely responsible for all costs for its own staff time incurred as a result of, related to, in connection with, or arising out of its participation in the MOU.

4. Indemnify, Defend, and Hold Harmless

Each Cooperating Partner and its agents, employees, and contractors shall act in an independent capacity and not as officers, employees, or agents of any other Cooperating Partner. No Cooperating Partner assumes any liability for the activities of another Cooperating Partner in the performance of this MOU, and each Cooperating Partner (i) is responsible in proportion to its respective fault for all liability, including but not limited to personal injury or property damage that may arise out of this MOU and, (ii) specifically repudiates the division of liability otherwise provided for in Chapter 21 of Part 2 of Division 3.6 of Title 1 of the Government Code, entitled "Tort Liability under Agreements between Public Entities," section 895 et seq., to the extent applicable. Each Cooperating Partner expressly agrees to defend, indemnify, and hold harmless the other Cooperating Partners and their directors, supervisors, council members, officers, agents and employees from and against any and all loss, liability, expense, claims, suits, and damages, to the extent arising out of or resulting from the negligent acts, errors or omissions, or the intentional or willful misconduct of the indemnifying Cooperating Partner, its

associates, employees, sub-consultants, or other agents, in the operation of and/or performance of this MOU. This provision will survive the expiration or termination of this MOU.

5. Term of this MOU

This MOU and the FRP becomes effective on January 1, 2025. Unless otherwise extended, this MOU will terminate on June 30, 2027; however, the County shall retain the power to collect any invoices in accordance with Section 3.1 even after termination of the Agreement. The County may terminate this MOU effective 30 days after the County gives notice to the Partner Cities, at which time the County shall generate and distribute any final invoices for services rendered. This MOU can be extended in twenty-four (24) months increments if agreed to by the parties as demonstrated by executing the MOU Extension Form (Memorandum of Understanding Santa Barbara County Regional SB 1383 Food Recovery Plan, Attachment 2). All signatories, including designated signatories, to this MOU warrant that they have the power and authority to enter into this MOU and any extensions on behalf of the named Cooperating Partner. Costs for extending the MOU are described in Section 3.

5.1 Designated Signatories

Each Cooperating Partner may designate one or more person as their representative who has the authority to approve extensions of the MOU by signing the MOU Extension Form (Attachment 2) and is hereinafter referred to as the designated signatory. Records related to the designation of each signatory shall be created, maintained, and kept updated by each Cooperating Partner.

6. Counterparts

This MOU may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original and all of which shall together constitute but one and the same instrument.

7. Notices

All notices or other official correspondence relating to MOU matters between the Cooperating Partners shall be addressed to:

Kaitlyn Haberlin, County of Santa Barbara – Resource Recovery & Waste Management Division
130 E. Victoria Street, Suite 100, Santa Barbara, CA 93101
Email: khaberlin@countyofsb.org

Notices to Partner Cities shall be sufficient if delivered to the Clerk of the Partner City, or other person specifically noted in the Partner City's signature block, as may be updated with written notice to all Cooperating Partners.

8. Severability

If any section, paragraph, sentence, clause or provision of this MOU shall, for any reason, be held to be invalid or unenforceable, then the invalidity or unenforceability of such section, paragraph, sentence, clause or provision shall not affect any of the remaining provisions of this MOU.

9. Amendments

This MOU may only be amended in writing and approved and signed by all Parties.

Cooperating Partners that wish to discontinue the agreement must provide notification to the County 90 days prior to the end of the current MOU term. The County will then amend the MOU Extension Form and FRP to adjust for the change in Cooperating Partners. Remaining Cooperating Partners will have the opportunity to review the adjusted project and costs before continuing onto the next MOU term.

10. Applicable Law

This MOU shall be governed by and constructed in accordance with the State of California.

In witness whereof, the Cooperating Partners hereto have executed this MOU.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: _____
Joan Hartmann
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

By: _____
Department Head

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Deputy

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: _____
Deputy County Counsel

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management

SIGNATURE SHEET FOR THE CITY OF BUELLTON

ATTEST:

CITY OF BULLETON:

City Clerk

By: _____

Linda Reid

By: _____

Scott Wolfe, City Manager

Date:

Address:

Notices

Attn: _____

SIGNATURE SHEET FOR THE CITY OF CARPINTERIA

ATTEST:

CITY OF CARPINTERIA:

City Clerk

By: _____
Brian Barrett, City Clerk

By: _____
Michael Ramirez, City Manager

Date:

Address:

Notices

Attn: _____

SIGNATURE SHEET FOR THE CITY OF GOLETA

ATTEST:

CITY OF GOLETA:

By: _____

Deborah Lopez, City Clerk

By: _____

Robert Nisbet, City Manager

Date:

Address: 130 Cremona, Goleta, CA 93117

APPROVED AS TO FROM:

Notices Dan Rowell, Environmental Services
Attn: Specialist

By: _____

Winnie Cai, Assistant City
Attorney

SIGNATURE SHEET FOR THE CITY OF LOMPOC

ATTEST:

City Clerk

CITY OF LOMPOC:

By: _____

Stacey Haddon, City Clerk

By: _____

Dean Albro, City Manager

Date:

Address:

Notices

Attn: _____

APPROVED AS TO FORM:

By: _____

Jeff Malawy, City Attorney

SIGNATURE SHEET FOR THE CITY OF SANTA BARBARA

APPROVED AS TO FORM:

CITY OF SANTA BARBARA:

By: _____

Tava Ostrenger, Assistant City
Attorney

By: _____

Rene Eyerly, Assistant City
Administrator

Date:

Address: 735 Anacapa St, Santa Barbara 93102

Notices Julie Lawrence, Environmental

Attn: Services Manager

SIGNATURE SHEET FOR THE CITY OF SOLVANG

ATTEST:

CITY OF SOLVANG:

By: _____

Annamarie Porter, City Clerk

Date:

By: _____

Randy Murphy, City Manager

Date:

APPROVED AS TO FORM:

By: _____

Chelsea O'Sullivan, City Attorney

Date:

Memorandum of Understanding

Santa Barbara County Regional SB 1383 Food Recovery Plan

Attachment 1



Santa Barbara County Regional SB 1383 Food Recovery Plan Extension
Scope of Work

Proposal Completed By:
Santa Barbara County, Resource Recovery and Waste Management Division

Introduction

The Resource Recovery and Waste Management Division (RRWMD) of the Santa Barbara County Public Works Department is proposing to lead the continuation and maintenance of the regional edible food recovery network known as the “Santa Barbara County Regional SB 1383 Food Recovery Plan (FRP)” to meet the goals of California Senate Bill 1383 (SB 1383). This proposal extends the original goals and project considerations from the existing agreement between RRWMD and the cities of Buellton, Carpinteria, Goleta, Lompoc, Santa Barbara, and Solvang. To foster a cohesive food recovery program throughout Santa Barbara County, RRWMD proposes to continue directing the network; assist with tasks related to food recovery organizations and services; and provide tools to network partners.

Please note that the word “County” in this document refers to the Resource Recovery and Waste Management Division and is used synonymously with “RRWMD.” Additionally, “non-profit,” “food recovery organization,” and “food recovery service,” are also used synonymously throughout this document.

Project Goals

Similar to the existing agreement, this new agreement focuses on assisting non-profit and city partners. Goals include the following:

- Uphold and strengthen relationships with food recovery organizations, Santa Barbara County Public Health Department (SBCPHD), and other community groups
- Maintain the FileMaker recordkeeping system
- Provide updated outreach and education resources, as needed
- Foster cohesive regional collaboration through universal outreach materials and meetings coordinated by RRWMD

Scope of Work

Below are the tasks that will be completed by RRWMD:

1. Food Recovery Organization Outreach – Continue SB 1383 education and outreach to food recovery organizations located within the unincorporated area and in the cities participating in the network, as well as maintain current relationships.
 - Contact organizations and provide SB 1383 education and outreach materials
 - Maintain a public list of food recovery organizations and services that may be interested in collecting recovered food
 - Provide relevant support to food recovery organizations with SB 1383 requirements
 - Answer written agreement questions
 - Answer recordkeeping questions
 - Collaborate with food recovery organizations on SB 1383 related projects

- Provide FileMaker trainings as needed to food recovery organization staff
- Record food recovery organization outreach notes in FileMaker database
- Receive grocery rescue data from the Foodbank of Santa Barbara County and share with partner cities

Note: RRWMD will not be responsible for collecting data that was not uploaded into the FileMaker database. All data must be obtained by the respective jurisdiction. RRWMD is not responsible for any necessary compliance or enforcement actions regarding food recovery organizations.

2. Participate in Community Education Opportunities

- Create presentations
- Coordinate and prepare for meetings
- Correspond with community groups
- Attend meetings, site visits, events, etc.

3. FileMaker Software Maintenance

- Perform general system maintenance
- Perform functionality updates, as needed

4. Update Outreach Materials and Resources – Food recovery materials have already been created but may require updating.

- Update food recovery materials, as needed
- Create new outreach materials, as needed
- Update Local Education Agency food recovery outreach materials annually, as needed

5. General Network Upkeep

- Coordinate regional meetings
- Maintain Box drive
- Continue to pursue network growth opportunities
- Collaborate with food recovery organizations to seek and apply for grant funding to support the network, as opportunities arise

6. Coordination with SBCPHD

- Correspond with and include Public Health on food recovery matters
- Receive and share Public Health reports of Tier 1 and Tier 2 generators that were inspected by Health Inspectors at various intervals, to be determined by Public Health. Report will include the following for each entity that was inspected:

- i. Question 1: Does the facility have a written agreement in place for Food Donation? Possible Answers: Yes, No, Unknown
 - ii. Question 2: Does the facility keep food donation records? Possible Answers: Yes, No, Unknown
 - iii. A date these questions were asked/answered
 - iv. Public Health shall provide our informational flyer to entities with questions
 - Public Health will provide pertinent food safety advice and program feedback to jurisdictions, as needed. SBCPHD has no responsibility for education or enforcement. SBCPHD's purview does not include all Tier 1 and Tier 2 generators. There will be no guarantee that the food facilities will be visited annually. Public Health's inspections will not take the place of what is required in SB 1383.
7. Management – General management of staff time, work procedures, and SB 1383 implementation related to this scope
- Reviewing work products
 - Attending meetings
 - Assisting in decision-making and providing general guidance

The County is only responsible for the above itemized tasks. This scope of work does not include generator outreach, enforcement, or reporting for individual city partners. **Examples of tasks to be performed by partnering cities include:**

1. Generator outreach
2. FileMaker training for generators
3. Surveying of generators about their food recovery needs and capacity
4. Onboarding generators in any pilot programs
5. Participating in food recovery related meetings and projects
6. Collaborating on updates to outreach materials
7. Assisting with Local Education Agency outreach
8. Assisting with other side projects as needed
9. All SB 1383 enforcement, inspections, reporting, compliance duties, and data collection (besides what is explicitly mentioned above) pertaining to each city

Partner cities also agree to notify RRWMD of which food recovery organizations have written agreements with their businesses and of any active food recovery organizations or services that RRWMD may not be aware of.

Schedule

The new agreement will begin on January 1, 2025 and end on June 30, 2027. An opportunity to extend the MOU is defined in Section 5 of the MOU.

Costs

Network costs were calculated by estimating the number of hours that each task will take. The estimated hours were then multiplied by the hourly rate of the respective staff member who will be completing each task. Lastly, the renewal cost for FileMaker is estimated to be \$1,000 and was added to this total. The total cost was divided by each jurisdiction's population. City partners will be invoiced by RRWMD. The tables below and on the following pages provide a detailed breakdown of the estimated costs and hours per term of the agreement, as described in Section 3.1 of the MOU. The table on Page 8 specifically addresses the estimated costs per twelve (12) month period of an extension of the MOU, as defined in Section 5 of the MOU.

Estimated Project Hours Per twelve (12) Month Period			
Tasks	Hour Total	Total Hours Per Month	Total Hours Per Week
Food Recovery Organization Outreach	275	22.92	5.29
Participate in Community Education Opportunities	60	5.00	1.15
FileMaker Software Maintenance	10	0.83	0.19
Update Outreach Materials and Resources	15	1.25	0.29
General Network Upkeep	50	4.17	0.96
Coordination with SBCPHD	10	0.83	0.19
Total Hours to be Completed by RRWMD Employee 1	420	35	8.08
General Assistance	80	6.67	1.54
Total Hours to be Completed by RRWMD Employee 2	80	6.67	1.54
FileMaker Software Maintenance	40	3.33	0.77
Total Hours to be Completed by RRWMD Employee 3	40	3.33	0.77
Network Management (Senior Program Specialist)	48	4.00	0.92
Network Management (Management)	24	2.00	0.46
Total Hours for Network Management	72	6	1.38
Total Hours to be Completed by RRWMD	612	51	11.77

Estimated Costs Term 1				
Hourly Costs				
Staff	Total Hours	Average Hours Per Month	Term 1 Rate	Total
RRWMD Employee 1	210	17.50	\$77.91	\$16,361.10
RRWMD Employee 2	40	3.33	\$77.91	\$3,116.40
RRWMD Employee 3	20	1.67	\$92.31	\$1,846.20
Network Management (Senior Program Specialist)	24	2.00	\$92.31	\$2,215.44
Network Management (Manager)	12	1.00	\$115.94	\$1,391.28
Total Hours	306	Total Labor Cost		\$24,930.42
FileMaker Costs				
License Cost				\$1,000.00
Total License Cost				\$1,000.00
Total Labor plus License Cost				\$25,930.42
Population Breakdown				
Jurisdiction	Population*	Population Percentage for Calculation	Percentage (Rounded)	Estimated Individual Costs
County	141,840	0.4291290	42.91%	\$11,127.49
Buellton	5,150	0.0155810	1.56%	\$404.02
Carpinteria	13,155	0.0397997	3.98%	\$1,032.02
Goleta	32,695	0.0989169	9.89%	\$2,564.96
Lompoc	44,394	0.1343116	13.43%	\$3,482.76
Santa Barbara	87,476	0.2646537	26.47%	\$6,862.58
Solvang	5,820	0.0176081	1.76%	\$456.59
Total	330,530	1.00	100%	\$25,930.42

*Source: <https://dof.ca.gov/forecasting/demographics/estimates/e-4-population-estimates-for-cities-counties-and-the-state-2021-2023-with-2020-census-benchmark/>, E-4 Population Estimates for Cities, Counties, and the State, 2021–2023, with 2020 Census Benchmark

Estimated Costs Term 2

Hourly Costs					
Staff	Total Hours	Average Hours Per Month	Term 1 Rate	Term 2 Rate*	Total
RRWMD Employee 1	420	35.00	\$77.91	\$80.25	\$33,703.87
RRWMD Employee 2	80	6.67	\$77.91	\$80.25	\$6,419.78
RRWMD Employee 3	40	3.33	\$92.31	\$95.08	\$3,803.17
Network Management (Senior Program Specialist)	48	4.00	\$92.31	\$95.08	\$4,563.81
Network Management (Manager)	24	2.00	\$115.94	\$119.42	\$2,866.04
Total Hours	612			Total Labor Cost	\$51,356.67
*Includes 3% increase from Term 1 to account for salary adjustments.					

FileMaker Costs					
License Cost					\$1,000.00
Total License Cost					\$1,000.00
Total Labor plus License Cost					\$52,356.67

Population Breakdown				
Jurisdiction	Population*	Population Percentage for Calculation	Percentage (Rounded)	Estimated Individual Costs
County	141,840	0.4291290	42.91%	\$22,467.76
Buellton	5,150	0.0155810	1.56%	\$815.77
Carpinteria	13,155	0.0397997	3.98%	\$2,083.78
Goleta	32,695	0.0989169	9.89%	\$5,178.96
Lompoc	44,394	0.1343116	13.43%	\$7,032.11
Santa Barbara	87,476	0.2646537	26.47%	\$13,856.39
Solvang	5,820	0.0176081	1.76%	\$921.90
Total	330,530	1.00	100%	\$52,356.67
*Source: https://dof.ca.gov/forecasting/demographics/estimates/e-4-population-estimates-for-cities-counties-and-the-state-2021-2023-with-2020-census-benchmark/ , E-4 Population Estimates for Cities, Counties, and the State, 2021–2023, with 2020 Census Benchmark				

Estimated Costs Term 3					
Hourly Costs					
Staff	Total Hours	Average Hours Per Month	Term 2 Rate	Term 3 Rate*	Total
RRWMD Employee 1	420	35.00	\$80.25	\$82.66	\$34,716.15
RRWMD Employee 2	80	6.67	\$80.25	\$82.66	\$6,612.60
RRWMD Employee 3	40	3.33	\$95.08	\$97.93	\$3,917.30
Network Management (Senior Program Specialist)	48	4.00	\$95.08	\$97.93	\$4,700.76
Network Management (Manager)	24	2.00	\$119.42	\$123.00	\$2,952.06
Total Hours	612			Total Labor Cost	\$52,898.86
*Includes 3% increase from Term 2 to account for salary adjustments.					

FileMaker Costs	
License Cost	
\$1,000.00	
Total License Cost	\$1,000.00
Total Labor plus License Cost	
\$53,898.86	

Population Breakdown				
Jurisdiction	Population*	Population Percentage for Calculation	Percentage (Rounded)	Estimated Individual Costs
County	141,840	0.4291290	42.91%	\$23,129.56
Buellton	5,150	0.0155810	1.56%	\$839.80
Carpinteria	13,155	0.0397997	3.98%	\$2,145.16
Goleta	32,695	0.0989169	9.89%	\$5,331.51
Lompoc	44,394	0.1343116	13.43%	\$7,239.24
Santa Barbara	87,476	0.2646537	26.47%	\$14,264.54
Solvang	5,820	0.0176081	1.76%	\$949.06
Total	330,530	1.00	100%	\$53,898.86

*Source: <https://dof.ca.gov/forecasting/demographics/estimates/e-4-population-estimates-for-cities-counties-and-the-state-2021-2023-with-2020-census-benchmark/>, E-4 Population Estimates for Cities, Counties, and the State, 2021–2023, with 2020 Census Benchmark

Estimated Costs Per Twelve (12) Months

This table is intended to estimate the costs per twelve (12) month extension of the Santa Barbara County Regional SB 1383 Food Recovery Plan past June 30, 2027.

Hourly Costs

Staff	Total Hours	Average Hours Per Month	Term 3 Rate	Rate of first Twelve (12) Month Period of MOU Extension *	Total
RRWMD Employee 1	420	35.00	\$82.66	\$85.14	\$35,757.63
RRWMD Employee 2	80	6.67	\$82.66	\$85.14	\$6,810.98
RRWMD Employee 3	40	3.33	\$97.93	\$100.87	\$4,034.81
Network Management (Senior Program Specialist)	48	4.00	\$97.93	\$100.87	\$4,841.78
Network Management (Manager)	24	2.00	\$123.00	\$126.69	\$3,040.62
Total Hours	612			Total Labor Cost	\$54,485.83
*Rates should be expected to increase by 3% every twelve (12) month period to account for salary adjustments.					

FileMaker Costs

License Cost

\$1,000.00

Total License Cost \$1,000.00

Total Labor plus License Cost \$55,485.83

Population Breakdown

Jurisdiction	Population*	Population Percentage for Calculation	Percentage (Rounded)	Estimated Individual Costs
County	141,840	0.4291290	42.91%	\$23,810.58
Buellton	5,150	0.0155810	1.56%	\$864.53
Carpinteria	13,155	0.0397997	3.98%	\$2,208.32
Goleta	32,695	0.0989169	9.89%	\$5,488.49
Lompoc	44,394	0.1343116	13.43%	\$7,452.39
Santa Barbara	87,476	0.2646537	26.47%	\$14,684.53
Solvang	5,820	0.0176081	1.76%	\$977.00
Total	330,530	1.00	100%	\$55,485.83

*Source: <https://dof.ca.gov/forecasting/demographics/estimates/e-4-population-estimates-for-cities-counties-and-the-state-2021-2023-with-2020-census-benchmark/>, E-4 Population Estimates for Cities, Counties, and the State, 2021–2023, with 2020 Census Benchmark

Attachment 2

MOU Extension Form

This form is to be completed by all Cooperating Partners in order to extend the Santa Barbara County Regional SB 1383 Food Recovery Plan Memorandum of Understanding (MOU) by twenty-four (24) months. This form shall be signed by the designated signatory for each Cooperating Partner, as stated in Section 5.1 of the MOU, upon initiation of the County of Santa Barbara.

To be completed by the County of Santa Barbara:

Current MOU Agreement Date Range: _____

MOU Extension Period: _____
(Must be the 24-month period immediately after the current MOU agreement term)

By signing below, all Cooperating Partners agree to extend the MOU by 24-months, as defined above, and agree to pay the estimated yearly costs described in the Santa Barbara County Regional SB 1383 Food Recovery Plan Extension Scope of Work for work completed in this period. Signatures will be collected by the County of Santa Barbara via online signature collection platform, counterparts are allowable, and by signing designated signatories assert they have the authority to bind the Cooperating Partner.

City of Buellton Signature

City of Buellton Signatory Printed Name

City of Buellton Signatory Title

City of Carpinteria Signature

City of Carpinteria Signatory Printed Name

City of Carpinteria Signatory Title

City of Goleta Signature

City of Goleta Signatory Printed Name

City of Goleta Signatory Title

City of Lompoc Signature

City of Lompoc Signatory Printed Name

City of Lompoc Signatory Title

City of Santa Barbara Signature

City of Santa Barbara Signatory Printed Name

City of Santa Barbara Signatory Title

City of Solvang Signature

City of Solvang Signatory Printed Name

City of Solvang Signatory Title

County of Santa Barbara Signature

County of Santa Barbara Signatory Printed Name

County of Santa Barbara Signatory Title



City of Carpinteria

COUNCIL AGENDA STAFF REPORT September 23, 2024

ITEM FOR COUNCIL CONSIDERATION

Approve the first reading of Ordinance No. 786, an Ordinance of the City Council of the City of Carpinteria, amending Carpinteria Municipal Code Section 8.20 pertaining to public sleeping and camping.

STAFF RECOMMENDATION

1. Approve the first reading of Ordinance No. 786, amending CMC Section 8.20, as read by title only.
2. Find that approval and adoption of Ordinance No. 786 is exempt from CEQA pursuant to Sections 15060(c)(2), 15060(c)(3), and 15061(b)(3) of the CEQA Guidelines.

Sample Motion: I move to (1) approve the first reading of Ordinance No. 786, amending CMC Section 8.20, as read by title only; and (2) find that approval and adoption of Ordinance No. 786 is exempt from CEQA pursuant to Sections 15060(c)(2), 15060(c)(3), and 15061(b)(3) of the CEQA Guidelines.

BACKGROUND

The Carpinteria Municipal Code (“CMC”) Sections 8.20 and 12.24 (collectively, the “No Camping Regulations”) currently prohibits persons from sleeping, camping, or lodging on public and private property in the City of Carpinteria (“City”), subject to exceptions for designated places or where the owner of the property has granted permission. This prohibition, however, is not enforceable against homeless persons when there is no available shelter, subject to limited exceptions.

This exception to enforcement was added to the No Camping Regulations in 2023 to comply with then-recent case law, including the Ninth Circuit’s decision in *Martin v. City of Boise* (“*Martin*”) and *Johnson v. City of Grants Pass* (“*Grants Pass*”).¹ *Martin* prohibited enforcement of no-camping regulations against individuals that do not have access to shelter

¹ A copy of the Ninth Circuit’s decision in *Martin* is available [here](#), and a copy of its decision in *Grants Pass* is available [here](#).

on a theory that enforcement in such a situation would constitute “cruel and unusual punishment.” The decision did not, however, provide a clear definition for what constitutes “access to shelter.” This ambiguity led to a proliferation of cases such as *Grants Pass* where courts struggled to interpret the “access to shelter” requirement.

After the City updated the No Camping Regulations to align with *Martin* and *Grants Pass*, the U.S. Supreme Court agreed to hear *Grants Pass* on appeal. In June 2024, the Supreme Court released its decision in *Grants Pass*.² In a 6 to 3 decision, the Court held that enforcement of generally applicable laws regulating camping on public property does not constitute “cruel and unusual punishment” prohibited by the Eighth Amendment, thereby overturning not only the Ninth Circuit’s decision in *Grants Pass* but also *Martin*. In effect, the Court’s ruling allows cities to enforce generally applicable no-camping regulations without verifying whether the individual has “access to shelter” beforehand.

Ordinance No. 786 proposes to amend CMC Section 8.20 to bring the CMC into better alignment with the Supreme Court’s decision in *Grants Pass*. CMC Section 12.24 incorporates CMC Section 8.20 by reference and therefore will incorporate updates made to CMC Section 8.20 without CMC Section 12.24 being expressly amended.

The purpose of this agenda matter is for the City Council to consider approving a first reading of Ordinance No. 786, which updates CMC Section 8.20 to better align with recent case law. Specifically, Ordinance No. 786 amends CMC Section 8.20 such that the City is permitted to enforce the prohibition on camping consistent with and to the extent permitted by applicable law, including the Court’s recent decision in *Grants Pass*.

DISCUSSION

The proposed amendments to CMC Section 8.20 (Attachment A) would bring the CMC into alignment with recent case law by eliminating the “access to shelter” concept from *Martin* that is no longer applicable. The proposed amendments are also drafted broadly with the goal that the CMC will not need to be amended each time the law in this area changes. Rather, by permitting enforcement consistent with (and to the extent permitted by) applicable law, the CMC should always align with “applicable law,” even as that law evolves.

In addition to amending CMC Section 8.20, the City will also need to amend its Administrative Policy for Enforcement of No Camping Regulations (CMC Sections 8.20 and 12.24) (“Policy”) (Attachment B). The Policy was developed to assist both City staff and other enforcement personnel with understanding the status and limitations of recent case law and how these decisions impact their ability to enforce the City’s No Camping Regulations. The Policy also provides a guide/flowchart for City staff to refer to when determining how and when to enforce the No Camping Regulations and informs staff of the services that they can offer to homeless persons.

² A copy of the Supreme Court’s decision is available [here](#).

The Policy needs to be updated to explain the Court’s decision in *Grants Pass*. Further, to the extent the City desires to change its approach to enforcement now that checking whether “access to shelter” is available before enforcing the No Camping Regulations against homeless persons is no longer required, the City will need to update the approach outlined in the Policy. The City is researching other localities’ approaches to enforcement in light of the Court’s recent discussion and considering potential enforcement approaches for the City.

The City plans to present an updated draft of the Policy to the Council during the second reading of Ordinance No. 786. To prepare for this update, staff invites Council members to provide input and discuss potential enforcement approaches at the City Council meeting on September 23, 2024.

POLICY CONSIDERATIONS

The proposed ordinance amending CMC Section 8.20 is consistent with the City aligning the CMC and City policies and procedures with changes in the law.

Further, updating the No Camping Regulations is part of the City’s response to homelessness and is thus consistent with the City’s interest in promoting public health and safety, and with Resolution No. 6038, concerning the Community Action Plan to Address Homelessness in Santa Barbara County, which includes the following strategies:

1. Increase Access to Safe, Affordable Housing
2. Use Best Practices to Deliver Tailored Supportive Services to Meet Individual Needs
3. Build a Collective Action Plan
4. Improve Data Sharing
5. Strengthen Support Systems Available to Help Residents Obtain and Maintain Housing
6. Build Provider Capacity to Address the Needs of Specific Populations.

FINANCIAL CONSIDERATIONS

There are no direct financial considerations related to this item.

ENVIRONMENTAL CONSIDERATIONS

Ordinance No. 786 is exempt from review under CEQA in accordance with CEQA Guidelines section 15060(c)(2), which applies where an activity will not result in a direct or reasonably foreseeable indirect physical change in the environment; section 15060(c)(3), which applies where an activity is not a “project” as defined in section 15378 of the CEQA Guidelines; and section 15061(b)(3), which applies where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

Since *Martin*, the enforcement of ordinances and regulations like the City's No Camping Regulations has become an evolving area of law. The City is aware of various ongoing litigation matters in other jurisdictions in which such jurisdictions' ordinances are being challenged or scrutinized. Given the evolving nature of this area of law, there is some risk that the law could be further refined or modified by the courts. The amendments proposed by Ordinance No. 786 bring the CMC into alignment with the Court's recent decision in this area in *Grants Pass* and are intended to be broad enough to prevent the City from needing to update the CMC every time the law in this area changes.

OPTIONS

1. Approve the first reading of Ordinance No. 786.
2. Direct staff to make changes to Ordinance No. 786.
3. Take no action on the draft legislation and direct staff as determined appropriate.

PRINCIPAL PARTIES EXPECTED AT MEETINGS

None

ATTACHMENTS

Attachment A Ordinance No. 786

Attachment B Administrative Policy for Enforcement of No Camping Regulations

Staff Contact:

Nick Bobroff, Community Development Director
(805) 755-4407, NickB@carpinteriaca.gov



Signature

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



Signature

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



Signature

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

 for

Signature

ATTACHMENT A

ORDINANCE NO. 786

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARPINTERIA, CALIFORNIA, AMENDING CHAPTER 8.20 OF THE CARPINTERIA MUNICIPAL CODE

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

WHEREAS, homeless persons sometimes camp, sleep, or lodge on public or private property, particularly if they have no other place to sleep;

WHEREAS, camping in undesignated places can create unsanitary, unhealthy, disorderly, and dangerous conditions that may affect both the campers and the general public;

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

WHEREAS, in accordance with Government Code sections 65302, 65560, and 65800, the City currently prohibits sleeping and camping except in designated places pursuant to Carpinteria Municipal Code (“CMC”) Chapter 8.20 and camping or lodging within parks and beaches except in designated areas pursuant to CMC Chapter 12.24;

WHEREAS, CMC Chapters 8.20 and 12.24 currently prohibit enforcement of the camping prohibition against homeless persons when there is no access to shelter, as the Ninth Circuit has previously held that enforcement in such a situation would constitute unconstitutional cruel and unusual punishment;

WHEREAS, the U.S. Supreme Court recently overturned the relevant Ninth Circuit decisions, holding that enforcement of generally applicable laws regulating camping on public property does not constitute cruel and unusual punishment, thereby allowing cities to enforce generally applicable no-camping regulations without verifying whether the individual has access to shelter beforehand;

WHEREAS, the City, in consultation with legal counsel, has determined that CMC Chapter 8.20 requires updates in order to better align with recent case law;

WHEREAS, this Ordinance intends to permit the City to enforce CMC Chapters 8.20 and 12.24 against homeless persons to the extent permitted by and consistent with applicable law, as the same may change from time to time;

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

WHEREAS, the City acknowledges that homelessness continues to remain a dynamic and evolving issue within the City and the surrounding region that requires coordinated efforts by the

City, the County of Santa Barbara, the State of California, the Federal Government, and regional partners.

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

SECTION 1. Recitals Incorporated.

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

SECTION 2. Amendment of Chapter 8.20 of the Carpinteria Municipal Code.

Chapter 8.20 of the CMC is hereby amended to read as set forth in Exhibit A, the text and strikeout of which is attached hereto as Exhibit B.

SECTION 3. Effective Date.

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

SECTION 4. Severability.

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

SECTION 5. CEQA Exemption.

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

SECTION 6. Publication.

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

PASSED, APPROVED, AND ADOPTED this _____, by the following vote:

AYES: **COUNCILMEMBER(S):**

NOES: **COUNCILMEMBER(S):**

ABSENT: **COUNCILMEMBER(S):**

ABSTAIN: **COUNCILMEMBER(S):**

Mayor, City of Carpinteria

ATTEST:

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

I hereby certify that the foregoing Ordinance was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of Carpinteria held this [date].

Brian C. Barrett, CMC City Clerk
City of Carpinteria

APPROVED AS TO FORM:

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

EXHIBIT A
Chapter 8.20

Chapter 8.20 SLEEPING AND CAMPING

8.20.010 Vehicle defined.

As used in this chapter the term "vehicle" means a device by which any person or property may be propelled, moved, or drawn upon a highway, excepting a device moved by human power or used exclusively upon stationary rails or tracks.

(Prior code § 5301)

8.20.020 Sleeping and camping except in designated places prohibited.

Subject to Section 8.20.040, no person shall sleep or camp at any time, whether inside or outside of a vehicle, in or on any:

- A. Public street; or
- B. Public property, except public property designated for overnight camping; or
- C. Private property, including but not limited to beaches, vacant lots, parking areas and commercial properties, unless the person sleeping or camping in or on such private property:
 - 1. Is the owner thereof or the lessee of such property or the houseguest of such owner or lessee, or
 - 2. Has the permission of the owner of such property, his agent, or the person in lawful possession of such property, and sanitary facilities approved by the health officer of the county of Santa Barbara are available on such property to the person sleeping or camping in or on such property.
- D. At all times, regardless of the availability of shelter, no person shall sleep or camp in the following places:
 - 1. Where there is a substantial danger to any person,
 - 2. Where there is an immediate threat and/or an unreasonable risk of harm to public health or safety, or
 - 3. Where there is a disruption to vital government services.

(Ord. 344 § 1, 1983: prior code § 5300)

8.20.030 Penalty.

A violation of this Chapter shall be a misdemeanor or an infraction. Violators shall receive a warning prior to a citation and shall be referred to services for persons experiencing homelessness, if appropriate.

8.20.040 Enforcement.

Enforcement officers shall only issue a citation to enforce unauthorized camping in violation of this Chapter 8.20 to the extent permitted by, and consistent with, applicable law.

EXHIBIT B
Chapter 8.20

Chapter 8.20 SLEEPING AND CAMPING

8.20.010 Vehicle defined.

As used in this chapter the term "vehicle" means a device by which any person or property may be propelled, moved, or drawn upon a highway, excepting a device moved by human power or used exclusively upon stationary rails or tracks.

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- B. Public property, except public property designated for overnight camping; or
- C. Private property, including but not limited to beaches, vacant lots, parking areas and commercial properties, unless the person sleeping or camping in or on such private property:
 - 1. Is the owner thereof or the lessee of such property or the houseguest of such owner or lessee, or
 - 2. Has the permission of the owner of such property, his agent, or the person in lawful possession of such property, and sanitary facilities approved by the health officer of the county of Santa Barbara are available on such property to the person sleeping or camping in or on such property.
- D. At all times, regardless of the availability of shelter, no person shall sleep or camp in the following places:
 - 1. Where there is a substantial danger to any person,
 - 2. Where there is an immediate threat and/or an unreasonable risk of harm to public health or safety, or
 - 3. Where there is a disruption to vital government services.

(Ord. 344 § 1, 1983: prior code § 5300)

8.20.030 Penalty.

A violation of this Chapter shall be a misdemeanor or an infraction. Violators shall receive a warning prior to a citation and shall be referred to services for persons experiencing homelessness, if appropriate.

8.20.040 Enforcement.

Enforcement officers shall ~~only not~~ issue a citation to enforce unauthorized camping in violation of ~~this Section Chapter 8.20 to the extent permitted by, and consistent with, applicable law. .020 (A) through (C) when the violator is a homeless person who is on public property at a time when there is no available overnight shelter. Section 8.20.020 (D) is enforceable against all persons, including homeless persons, at all times, regardless of shelter availability.~~

ATTACHMENT B



CITY OF CARPINTERIA ADMINISTRATIVE POLICY

ADMINISTRATIVE POLICY FOR ENFORCEMENT OF NO CAMPING REGULATIONS (CMC 8.20 AND 12.24)

PURPOSE AND AUTHORITY

The purpose of this policy is to provide the City Staff and the Sheriff's Office with information regarding the City's interpretation of what constitutes permissible enforcement of City Municipal Code ("CMC") 8.20 and 12.24 (collectively the "No Camping Regulations") in light of recent case law regarding enforcement of no camping ordinances, including *Martin v. City of Boise* ("*Martin*") and *Johnson v. City of Grants Pass* ("*Grants Pass*").

Martin prohibits enforcement of No Camping Regulations against individuals who do not have access to shelter. The decision does not, however, provide a clear definition for what constitutes "access to shelter". Also, importantly, footnote 8 of the decision specifically states that it:

- Does not apply to individuals who do have access to adequate temporary shelter but choose not to use it;
- Does not completely prohibit cities from banning sitting, lying, or sleeping outside at particular times or in particular locations;
- Does not prevent cities from prohibiting structures in public rights-of-way; and
- Makes the valid enforcement of regulations depend on whether that law criminalizes an individual for not having "the means to live out the universal and unavoidable consequences of being human."

The *Martin* decision was recently applied in the *Grants Pass* decision. There are several key takeaways from the *Grants Pass* case:

- This decision indicates that when considering whether there are "available shelter beds", a city should look only at shelters within its boundaries.
- This decision indicates that both regulations prohibiting camping and civil penalties and enforcement of no camping regulations may be unconstitutional.
- This decision is a reminder that the Eighth Amendment prohibits not only cruel and unusual punishment but also excessive fines.

Together, *Martin* and *Grants Pass* provide guideposts as to when and how enforcement of the City's No Camping Regulations is or is not constitutional.

ENFORCEMENT POLICY

The below policy summarizes the rules from *Martin* and *Grants Pass* into an outline style flowchart that City staff and the Sheriff's Office can use when addressing potential violations of the City's No Camping Regulations. Exhibit 1, attached hereto, provides a visual flowchart of the below outline.

1. Assess the situation and consider whether a citation is warranted.¹

- a. Consider the totality of the circumstances:
 - i. Have you encountered this person before? Have you issued them a warning?
 - ii. Is the person trespassing?
 - iii. Is the person violating the CMC provisions regarding parking of vehicles?
 - iv. Is there an immediate health and safety concern, such as if the person is camping in an environmentally sensitive area?
 - v. Are there facts to suggest violation of some other law or CMC provision?
 - vi. Is the person camping in violation of the No Camping Regulations?
- b. Based on the totality of the circumstances, use your discretion in determining the best next step. When faced specifically with someone that appears to be violating the No Camping Regulations, please be reminded that homeless persons are entitled to certain protections under the law such that it may not be appropriate to cite them under the No Camping Regulations. Keep moving through this flow chart to determine if a citation under the No Camping Regulations is permissible.

2. Is the person homeless?

- a. How to determine:
 - i. Use reasonable discretion
 - ii. Ask the person what they are doing and why they are there
 - iii. Ask if they have a home/accommodations available to them
 - 1. *Example: Person who is living out of their car permanently is homeless.*

¹ The purpose of this initial step in the process is to remind the reader of two things. First, the first time you encounter someone is not necessarily the first time you cite them. Second, regardless of whether the person is homeless and/or camping, the facts may indicate that a citation is warranted under other regulations and provisions of the CMC. The City staff person or SBSO officer should consider the totality of the circumstances, utilizing this policy as a guide in assessing the circumstances related to potential violation of the No Camping Regulations.

2. *Example: Person who is sleeping in their car for the night as they road trip from their home in SF down the coast is likely not homeless.*

- b. If yes: Keep moving through flow chart.
- c. If no: Stop and enforce ordinance.

3. Is there space in the homeless shelters in the Regional Network?

- a. Note: Due to the small size of the City, the City works in conjunction with other local agencies to address and respond to homelessness on a regional basis. This regional network is known as the County of Santa Barbara Continuum of Care ("CoC"). The City looks to all shelter options in the CoC rather than only the shelters in the City's boundaries.
- b. How to determine if space is available:
 - i. Call the CoC's Coordinated Entry System phone line at 805-450-3558.
 - ii. Call a CoC Diversion Specialist at 805-270-9581.
- c. If yes (i.e., space is available): Keep moving through flowchart
- d. If no (i.e., space is not available): Alternative enforcement procedures²
 - i. Ask the person to move.
 - 1. If the person is in a car, consider giving them an Overnight Camping Notice, which includes information about local services for persons experiencing homelessness.
 - 2. If the person is camping outside, they should generally be given at least 72-hours to move their belongings.
 - ii. Offer information regarding resources and services, including informing the person that there are restrooms located near 9th Street that are open 24 hours per day.
 - iii. Offer information regarding transportation to shelters, even if such shelters are ones with barriers and/or out of the City. In offering this information, it is important to frame this as an offer and not a requirement. The goal is to connect the person with services.

4. Is the shelter where there is space an accessible shelter?

- a. How to determine:
 - i. An accessible shelter is one that does not have barriers to entry
 - ii. Shelter cannot require person to be of a certain religion, require person to have a car, etc.

² Note that the alternative enforcement procedures may be updated as the City updates its No Camping Regulations.

- b. If yes: Take to shelter. If they refuse, enforce ordinance.
- c. If no: Alternative enforcement procedures (see above)

5. Shelter Options

- a. There are currently several different types of shelter options available throughout the City and within the Regional Network, including those listed below. Not all of the below options are “accessible” shelters, but they still can and should be recommended to homeless persons in case the person meets the criteria to enter the shelter.
 - i. Regional Network: The CoC maintains a website page with lists of local housing providers: <https://www.countyofsb.org/572/Local-Providers>.
 - ii. Warming Centers: Warming centers are activated in two situations: (1) there is a projection of 50% or higher for rain or (2) it is estimated that the temperature will be at or below 35 degrees. When activated, the warming center rotates its location between Carpinteria Veterans Hall and the Carpinteria Community Church. There are little to no barriers to entry to warming centers, except that the weather must be of a certain condition. The warming centers do not offer beds, only mats.
 - iii. Safe Parking Pilot Program: The City is in the process of establishing a Safe Parking Pilot Program, which will allow for overnight vehicle camping in specified locations and will include the provision of certain services. This program is offered in conjunction with a third-party, New Beginnings. For more information, call the City at (805) 684-5405.
 - iv. Other: In addition to the above options, there may be other private shelter options, such as shelter options offered by local churches or other similar groups.

POLICY FOR NON-DISCRIMINATORY ENFORCEMENT

City staff and law enforcement personnel shall treat all persons equally, regardless of their economic or living conditions. All persons have the right to use the public streets, parks, beaches and facilities so long as they are not engaged in specific activity that violates state or local laws. Factors such as race, sex, sexual preference, age, dress, unusual or disheveled or impoverished appearance do not alone justify enforcement action. Nor can generalized complaints by residents or merchants or others justify detention or citation of any person absent individualized suspicion or probable cause.

GENERAL NOTES

The law in this area is continually evolving, and we will work to continually update this policy as necessary. Regardless of changes to the law, City staff and the Sheriff's Office should be mindful of the following:

- Act with compassion.
- Aim to connect persons experiencing homelessness with housing and services.
- Cite as a last resort.
- Reach out to the City Manager with questions or suggestions.

QUESTIONS?

If you have any questions regarding this policy, contact the City Manager at DaveD@carpinteriaca.gov, and please copy the City Program Manager of Emergency Services, Volunteers & Outreach at OliviaU@carpinteriaca.gov.

Policy Approved by



Dave Durlinger, City Manager



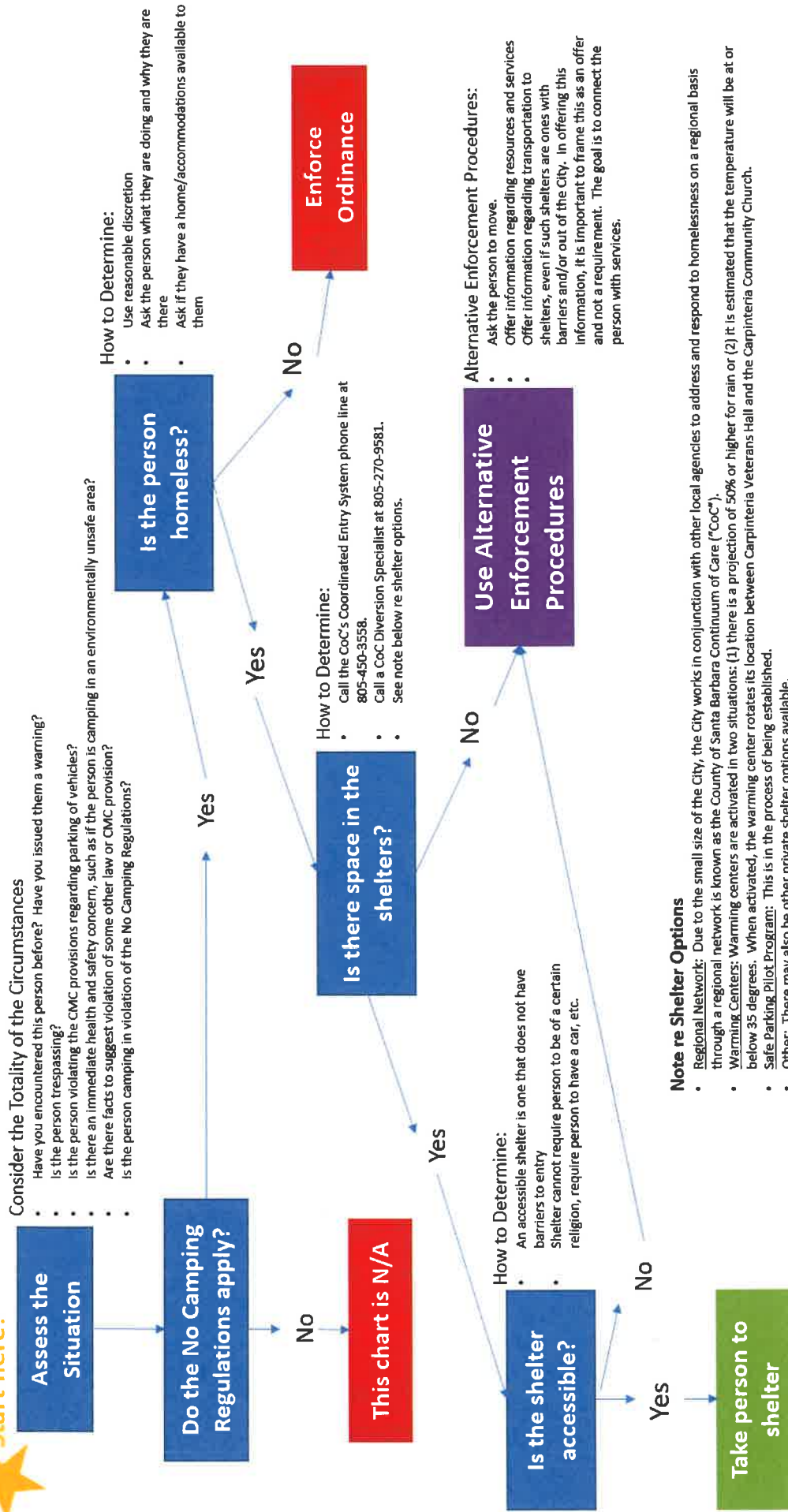
Date

EXHIBIT 1
Flowchart

On next page.



RESPONDING TO COMPLAINTS RE ILLEGAL CAMPING





City of Carpinteria

COUNCIL AGENDA STAFF REPORT September 23, 2024

ITEM FOR COUNCIL CONSIDERATION

Street Sweeping Equipment.

STAFF RECOMMENDATION

Direct staff to pursue one of the following options for continuing the Street Sweeping Program:

- A. Continue street sweeping equipment rental and wait for electric street sweeping equipment delivery.
- B. Purchase preowned street sweeping equipment, discontinue rental, and wait for electric street sweeping equipment delivery.
- C. Purchase preowned street sweeping equipment, discontinue rental, and void the purchase order of the electric street sweeping equipment.

Sample Motion: I move to direct staff to pursue Option _ for continuing the Street Sweeping Program.

(This motion will require a roll call vote if Option A or B is chosen.)

BACKGROUND

The City's Street Sweeping Program encompasses approximately 32.2 curb miles, covering both commercial and residential zones. Historically, the City contracted vendors for street sweeping services. Due to escalating costs, staff conducted a benefit-to-cost analysis to explore the feasibility of procuring and operating City-owned street sweeping equipment. Based on staff's analysis, the cost of purchasing new electric sweeping equipment would be equivalent to three years of contract services and a potential operational lifespan of over 20 years. Further, the purchase aligned with the City's sustainability objectives by reducing long-term operational and maintenance costs as well as greenhouse gas emissions.

On July 24, 2023, the City Council authorized the City Manager to purchase electric street sweeping equipment from Global Environmental Products via Terry Equipment, Inc. for an amount not to exceed \$732,847. Due to a 275-day production lead time, interim operational services were evaluated, and staff determined equipment rental as the most

cost-effective option for the interim period until the electric street sweeping equipment could be delivered. The equipment rental option was also identified as an opportunity for staff to develop and implement training and operational programs. On August 28, 2023, the City Council approved a rental agreement with Haaker Equipment Company for an eight-month rental of diesel-powered street sweeping equipment at a cost not to exceed \$94,176.

Initial production of the electric street sweeping equipment was expected to begin in April 2024 with delivery date projected for June 2024. Due to ongoing supply chain disruptions according to Global Environmental Products, the delivery date was postponed to July 2024 and again to August 2024. On May 13, 2024, the City Council approved an additional allocation of \$52,100 to cover the extended rental period. As a part of the Fiscal Year 2024/25 Budget, a contingency amount of \$48,000 was also budgeted in anticipation for continuing the rental of street sweeping equipment from Haaker Equipment Company. Year to date, the total rental cost is approximately \$194,000.

The purpose of this agenda item is for the City Council to provide direction to staff for continuing the Street Sweeping Program given the additional delays in the delivery of the electric street sweeping equipment.

DISCUSSION

On August 6, 2024, Terry Equipment Inc. informed staff about further delays related to the power system of the electric street sweeping equipment. Staff convened a meeting with representatives from Terry Equipment and Global Environmental Products, to ascertain the scope of the delays and discuss a revised delivery timeline. According to the representatives, the delay also affected their other customers such as, the California Department of Transportation and City of Capitola among others. The representatives indicated production would now be completed no earlier than May 2025. After conferring with the representatives, staff requested for a loan of another electric street sweeping unit as an interim or for a cost share arrangement of the City's current street sweeping equipment rental. Unfortunately, no electric street sweeping unit is available from either Terry Equipment and Global Environmental Products. Further, a cost-share arrangement was not entertained by either of the firms.

In light of the latest delay, staff evaluated options to continue the Street Sweeping Program without disruption to the Carpinteria community. The options are presented as follows:

Option A: Continue street sweeping equipment rental and wait for electric street sweeping equipment delivery.

This option includes continuing to rent the street sweeping equipment from Haaker Equipment Company and wait for delivery of the electric street sweeping equipment. The estimated cost of this option is approximately \$104,100 and assumes no further delays. Any further delays from the estimated delivery date of June 2025 would incur approximately \$13,000 per month in added rental costs. Year to date, the total rental cost is

approximately \$194,000. This option would retain the original purchase price of \$732,847 for the electric street sweeping equipment regardless of any future production cost increases. This option would require an appropriation of \$104,100 and a roll call vote for from the City Council, to continue with the rental up to the end of the fiscal year (i.e. June 30, 2025).

Option B: Purchase preowned street sweeping equipment, discontinue rental, and wait for electric street sweeping equipment delivery.

This option includes purchasing preowned street sweeping equipment for an amount not to exceed \$111,000, discontinue rental, **and** wait for delivery of the electric street sweeping equipment. The proposed for purchase preowned street sweeping equipment is a 2015 Isuzu Tymco Air Sweeper, which is currently for sale by Big Trucks Equipment, LLC (Fontana, CA). The invoice for this equipment is provided in Attachment A. It is the only street sweeping equipment in California that meets both air quality standards and the City's needs of being operated by a Class C driver license. On September 6, 2024, it was inspected by staff at the facility of said seller. This option would mitigate the risk of future delays by eliminating recurring rental costs and locking in a one-time fixed cost, excluding operational and maintenance expenses. This option would also retain the original purchase price of \$732,847 for the electric street sweeping equipment regardless of any future production cost increases. This option would also allow the City to explore the opportunity to surplus the preowned street sweeping equipment at a later date to recover some costs. This option would require a roll call vote by the City Council for the purchase.

Option C: Purchase preowned street sweeping equipment, discontinue rental, and void the purchase order of the electric street sweeping equipment.

This option includes purchasing the aforementioned preowned street sweeping equipment in Option B, discontinue rental, **and** void the purchase order with Terry Equipment for the electric street sweeping equipment as a financial un-encumbrance. This option would relieve the City from the ongoing financial burden of rental costs. It would also afford the City the opportunity to explore trade-in incentives and participation in fleet electrification programs in the future, which could offset any increase in future capital expenditures. This option would allow for the remaining balance of the voided purchase order (approximately \$622,000) to be reappropriated to another capital asset that is eligible for the purpose of the AB 939 Fund, which is the main funding source of solid waste operations including the Street Sweeping Program. This option balances cost management with operational needs and allows for the City to take advantage of future technological advancements in electric sweeping equipment. This option would require a roll call vote by the City Council for the purchase.

Staff is recommending for the City Council to direct staff on which option above is to be pursued.

POLICY CONSISTENCY

NPDES Phase II Small MS4 Permit

The recommendation is consistent with the NPDES Phase II Small MS4 Permit¹ for stormwater quality.

Sustainable Community Policy

This recommendation can be found consistent with the following goals, objectives, and/or policies of the Sustainable Community Policy²:

Environmental Stewardship

Energy Conservation:

1. Reduce greenhouse gas emissions through various activities which may include improved mass transit systems, reduced vehicle trips, improved alternative transportation systems for biking, walking and low emission vehicles, etc.
7. Develop a municipal/government agency efficiency program to improve and update existing facilities and fleets to more energy efficient alternatives and “lead by example” for the community and other local agencies.

Pollution Prevention:

3. Develop and implement standards to reduce runoff and pollution in local streams and watersheds.

Environmentally Preferable Purchasing Policy

Finally, this recommendation can be found consistent with the following goals, objectives, and/or policies of the Environmentally Preferable Purchasing Policy³:

4.0 Strategies for Implementation

4.3 Energy Efficient and Water Saving Products:

4.3.1 Purchase energy-efficient equipment with the most up-to-date, economically feasible, and proven energy efficiency functions. This includes, but

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

² City Council Resolution N0. 5500.

³ City Council Resolution N0. 5686.

is not limited to, high efficiency space heating systems and high efficiency space cooling equipment.

FINANCIAL CONSIDERATIONS

Option A: Increase the Fiscal Year 2024/25 Budget by \$104,100 from the AB 939 Solid Waste Fund. This increase would be allocated to account 211-431-5259 – Street Sweeping and offset by an operating transfer from account 211-999-4916/18 (General Fund/Measure X) to account 101/104-999-5913 – AB 939 Fund.

Option B: Increase the Fiscal Year 2024/25 Budget by \$111,000 from the Major Asset Replacement and Repair Preserve Fund. This includes a \$104,100 increase to account 103-431-5761 – Street Sweeping, offset by an operating transfer from account 211-999-4916/18 (General Fund/Measure X) to account 101/104-999-5913 – AB 939 Fund.

Option C: No additional funding requested. The Major Asset Replacement and Repair Preserve Fund (account 103-431-5761) has sufficient budget to cover the costs.

LEGAL AND RISK MANAGEMENT CONSIDERATIONS

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

OPTIONS

1. Direct staff to pursue Option _ for continuing the Street Sweeping Program. (Staff recommendation)
2. The City Council could choose not to accept the staff recommendation or provide direction to staff as appropriate.

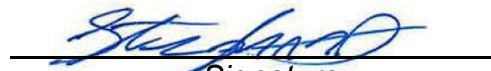
PRINCIPAL PARTIES EXPECTED AT MEETING

None.

ATTACHMENTS

Attachment A: Proposed Street Sweeping Equipment

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


Signature

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


Signature

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


Signature

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


Signature

ATTACHMENT A

Proposed Street Sweeping Equipment Invoice

Big Truck & Equipment Sales LLC

14557 Randall Ave

Fontana CA 92335

PH:(909) 600-7555 FAX:(909) 600-7540

INVOICE #6694

DATE: 9/6/2024	STOCK#: 5879	INVOICE#: 6694
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BUYER'S INFORMATION:				CO BUYER'S INFORMATION:			
NAME: CITY OF CARPINTERIA				NAME:			
ADDRESS: 5775 CARPINTERIA AVE				ADDRESS:			
CITY,STATE,ZIP: CARPINTERIA CA 93013				CITY,STATE,ZIP:			
WORK PHONE: (805) 684-5405		CELL PHONE: (805) 312-1688		WORK PHONE: () -		WORK PHONE: () -	
DL#:		SSN#:		DOB:		DL#:	
VEHICLE BEING PURCHASED:				DESCRIPTION OF CHARGES:			
YEAR: 2015		MAKE: ISUZU		MODEL: NPR7SS		SELLING PRICE \$ 99900.00	
STYLE:		COLOR:				DELIVERY CHARGE \$ 0.00	
OPTIONS: TYMCO AIR SWEEPER		DISP:		CYL:		DOC FEES \$ 65.00	
VIN#: JALE5W162F7902497		MILEAGE: 75275.00				SALES TAX \$ 8996.85	
TAG#:		DECAL#:		EXPIRES:		SUB-TOTAL \$ 108961.85	
TRADE-IN DESCRIPTION:				CA TIRE FEE 0.00			
YEAR:		MAKE:		MODEL:		MISC FEE \$ 0.00	
STYLE:		COLOR:				SMOG FEE PAID TO STATE \$	
OPTIONS:		DISP:		CYL:		SMOG CERTIFICATE FEE \$ 0.00	
VIN#:		MILEAGE:				ESTIMATED REGISTRATION FEE \$ 1600.00	
TAG#:		DECAL#:		EXPIRES:		SUB-TOTAL \$ 110561.85	
Purchaser represents and warrants with regards to any trade in, the following: 1. The true and actual mileage is as stated above. The odometer is working at this time and has not been repaired or replaced. 2. The vehicle has not been rendered a total loss or unrepairable by an insurance company and has not been issued a salvage, rebuilt or reconditioned title, and has not been exposed to flood damage.				CASH DOWN		\$ 0.00	
				DEFERRED CASH DOWN		\$ 0.00	
				NET TRADE-IN		\$ 0.00	
				TOTAL DUE		\$ 110561.85	

THIS CONTRACT ORDER IS NOT BINDING ON DEALER UNTIL APPROVED BY AN OFFICER OF THE DEALER, AT THE DEALER'S OFFICE.

The described vehicle is sold as is, without either expressed or implied warranties of any kind by seller, buyer will bear the entire expense of repairing or correcting any defects that presently exist or that may occur in the vehicle. In disclosing the mileage and/or odometer reading, the seller has relied in good faith on written information as to the mileage and/or odometer reading of the vehicle supplied by the prior owner and/or a statement of mileage that appears on the title certificate.

DIESEL WARNING: IN ACCORDANCE WITH CALIF CODE REGULATIONS TITLE 13, CERTAIN PORTABLE DIESEL EQUIPMENT AND OFF-ROAD DIESEL VEHICLES MAY NOT BE LEGAL TO OPERATE IN CALIFORNIA CURRENTLY OR IN THE FUTURE DEPENDING ON THE AGE OF THE EQUIPMENT, IT THEREFORE COULD BE SUBJECT TO RETROFIT OR ACCELERATED TURNOVER REQUIREMENTS TO REDUCE CA EMISSIONS 100% OF FUNDS DUE PRIOR TO SHIPMENT

I/WE HAVE READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS SET FORTH ON THIS INVOICE.

NOTES:

SELLER: Big Truck & Equipment Sales LLC BUYER: _____

OFFICER: _____ CO-BUYER: _____

DATED: _____



Requests for signature and veto

The legislature wrapped up its 2024 session and the Governor has until September 30 to sign or veto bills sent to his desk. The League of California Cities has identified priority bills to request action from the Governor. Additionally, Cal Cities hosted a [Legislative Call to Action: Sign and Veto Requests](#) webinar where you can review all the bills Cal Cities continues to track.

Send letters ASAP requesting the Governor Sign or Veto Cal Cities 6 Priority Bills. Links to sample letters are included in the bill summaries below.

Veto requests

Request for veto AB 98 (Carrillo, J., Reyes): Planning and Zoning: Logistic Use: Truck Routes.

This measure would mandate statewide standards for the design and build of a new or expanded warehouse or logistic use, including 300-to-500-foot setback for either existing or rezoned sites, 50-to-100-foot wall/landscape buffer, building design, including photovoltaic systems, zero emission onsite equipment, electric charging parking stations, loading bays, and truck route location on site, and signage. All cities and counties would be required to update their circulation element by 2026 or 2028, depending on region to address mandated truck routes, if not completed the Attorney General may fine \$50,000 per six months.

[AB 98 \(Carrillo, J., Reyes\) city sample veto request letter](#)

Request for veto AB 2561 (McKinnor) Local Public Employees: Vacant Positions.

This measure would require all local agencies to hold an annual public hearing on the status of vacancies before their governing board at least once per fiscal year.

[AB 2561 \(McKinnor\) city sample veto request letter](#)

Request for veto SB 1037 (Wiener) Planning and Zoning: Housing Element: Enforcement.

This measure would fine jurisdictions up to \$50K a month for either not having a compliant housing element or for disregarding any state law regarding the ministerial approval process of an affordable housing project, even if the jurisdiction is acting in

good faith. This measure would establish a \$50K per month fine after a court rules a city is out of compliance with housing element law and has not adopted a certified housing element after 120 days and continue until a housing element is certified by HCD.

[SB 1037 \(Wiener\) city sample veto request letter](#)

Signature requests

Request for signature AB 2081 (Davies) Substance Abuse: Recovery and Treatment Programs.

This measure would require licensed recovery home operators to disclose to people seeking care that they can check the Department of Health Care Services' website to confirm a facility's compliance with state licensing laws.

[AB 2081 \(Davies\) city sample request for signature letter](#)

Request for signature AB 2330 (Holden) Endangered Species: Routine Fuel Management Activities

This measure would allow local agencies to voluntarily submit their wildfire preparedness projects to the California Department of Fish and Wildlife and to receive a determination within 90 days if an incidental take permit is needed to conduct the vegetation management activities in fire hazard severity zones adjacent to urban communities. If a permit is needed, the permit will be processed within 45 days by the Department.

[AB 2330 \(Holden\) city sample request for signature letter](#)

Request for signature AB 2574 (Valencia) Alcoholism or Drug Abuse Recovery or Treatment Facilities

This measure would expand reporting requirements to enhance the Department of Health Care Services' oversight of sober living homes that are operating as an integral part of a licensed treatment facility located elsewhere.

[AB 2574 \(Valencia\) city sample request for signature letter](#)