

City of Santa Paula

City Council

MAYOR ANDY SOBEL
VICE MAYOR LESLIE CORNEJO
COUNCILMEMBER JENNY CROSSWHITE
COUNCILMEMBER CARLOS JUAREZ
COUNCILMEMBER PEDRO A. CHAVEZ



CITY COUNCIL REGULAR MEETING OF THE SANTA PAULA CITY COUNCIL

WEDNESDAY, JUNE 7, 2023

6:30 PM - City Council Regular Meeting

SANTA PAULA CITY HALL
970 VENTURA STREET
SANTA PAULA, CA 93060

JULIE LATSHAW, CITY CLERK
DAN SINGER, CITY MANAGER
MONICA CASTILLO, INTERIM CITY ATTORNEY

BRINGING ITEMS BEFORE THE CITY COUNCIL

You are invited to participate in all Regular City Council meetings. Agendas are posted in the front of Santa Paula City Hall, 970 Ventura Street, Santa Paula, 72 hours in advance of the scheduled meetings. The City Council's regular meetings start at 6:30 p.m. the first and third Wednesday of each month in the City Hall Council Chambers located at 970 Ventura Street in Santa Paula.

HOW TO PARTICIPATE IN PERSON DURING THE MEETING: If you wish to speak at a City Council meeting, please fill out a **Public Comment Form** noting your name and address and submit the form to the City Clerk. Include the Agenda item number, when appropriate. **Public comments are limited to 3 minutes.**

1. **Items Not on the Agenda:** If you wish to discuss an item which is not scheduled on the Agenda, you may address the City Council during *Public Comment*. Please realize that due to the limitations placed on the City Council by provisions of the *California Government Code*, the City Council ordinarily cannot take action on any item that is not on the agenda. Because of these restrictions, expect that matters that you identify during public comment may be referred to staff or considered on a future agenda.
2. **Agenda Items:** Items being considered by the City Council may appear on the Consent Calendar, as an Action Item, or as a Public Hearing. Public comments on each type of item are handled differently, as explained below:
 - a. For items appearing on the Consent Calendar, please submit a Public Comment Form before the Council takes action on the Consent Calendar. Items that receive a Public Comment Form may be pulled from the Consent Calendar by the Mayor and discussed separately by the City Council.
 - b. For items appearing as an Action Item, the Mayor will announce the Agenda item and request the staff report, the staff member responsible will give a brief summary of the report; the City Council will have an opportunity to ask questions of staff; members of the public will be given an opportunity to comment on the item and ask additional questions (all members of the public should speak directly into the microphone at the speaker's platform); and the City Council will discuss the item and then take appropriate action.
 - c. For items on which a Public Hearing is scheduled, the Mayor will open the public hearing and receive the staff report; members of the public will be given an opportunity to comment on the item and ask additional questions (all members of the public should speak directly into the microphone at the speaker's platform); the City Council will discuss the item; and the Mayor will close the public hearing after City Council action.

HOW TO PARTICIPATE BEFORE THE MEETING: Members of the public are encouraged to submit email correspondence on any agenda item by sending an email to cityclerk@spcity.org. All public correspondence received by 3:00 p.m. (PT) on the meeting date will be provided to the legislative body before the meeting. Public Comments received after 3:00 p.m. will be provided to the legislative body the next day.

Your Participation in this meeting is in the public domain; meetings are cablecast; minutes of this meeting will reflect your participation in this meeting and are posted on the city's website.

PLEASE NOTE: *Be advised that if you bring a legal challenge to an action, you may be limited to raising only those issues you or someone else raised at the meeting described in this Agenda, or in written correspondence delivered to the City Council at or before the meeting. Any action is subject to the ninety-day time period set forth in Code of Civil Procedure § 1094.6.*

*In compliance with the **Americans with Disabilities Act**, if you need special assistance to participate in this meeting, please contact the City Clerk at (805) 933-4208. Notification 48 hours before the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35, 102-35.104 ADA Title II). Written materials distributed to the City Council within 72 hours of the City Council meeting are available for public inspection immediately upon distribution in the City Clerk's office.*

REGULAR MATTERS - COUNCIL CHAMBERS

1. CALL TO ORDER

REMINDER: in order to minimize distractions during public meetings, all personal communication devices should be turned off or put in a non-audible mode.

2. INVOCATION

3. FLAG SALUTE

4. ROLL CALL

5. PUBLIC COMMENT

At this time, members of the public may comment on any item not appearing on the agenda that is within the subject-matter jurisdiction of the City Council. A Public Comment Form must be submitted to the City Clerk prior to the beginning of the Public Comment period in order to be recognized to speak. Individuals submitting Public Comment Forms after the beginning of the Public Comment period will not be allowed to speak at this time, but may be recognized to speak by the Mayor at the conclusion of the meeting. Individual Councilmembers may briefly respond to Public Comments or ask questions for clarification. The City Council may direct staff to report to the City Council on the item at a later meeting. For items appearing on the Agenda, the public will be invited to make comments at the time the item comes up for City Council consideration. If a member of the public wishes to address a Consent Calendar item, please submit a Public Comment Form for that item. It may then be discussed separately by the Council, and the public will be invited to make comments at that time. At all times, please use the microphone and write your name and address on the Public Comment Form provided.

6. PRESENTATIONS

6.A PRIDE MONTH PROCLAMATION

6.B UNITED WATER CONSERVATION DISTRICT PRESENTATION

6.C MEASURE T OVERSITE COMMITTEE PRESENTATION

7. CITY COUNCIL REPORTS

8. CITY MANAGER REPORTS

9. CONSENT CALENDAR

Background information has been provided to the City Council on all matters listed under the Consent Calendar and these items are considered to be routine by the City Council

and are normally approved by one motion. If discussion is requested by a Councilmember on any item, or a member of the public wishes to comment on an item, that item may be removed from the Consent Calendar for separate action.

9.A APPROVAL OF MINUTES

City Council Special Minutes for May 17, 2023
City Council Regular Minutes for May 17, 2023
City Council Special Minutes for May 31, 2023

9.B **SECOND READING OF ORDINANCE NO. 1329 AMENDING SECTION 16.13.410 OF THE SANTA PAULA MUNICIPAL CODE REGARDING THE USE OF AFFORDABLE HOUSING TRUST FUND MONIES FROM HOUSING IN-LIEU FEE PAYMENTS**
RECOMMENDATION:

Staff recommends the City Council conduct the second reading of and adopt Ordinance No. 1329, entitled, "AN ORDINANCE OF THE SANTA PAULA CITY COUNCIL AMENDING SECTION 16.13.410, AFFORDABLE HOUSING TRUST FUND, TO PROVIDE MORE CLARITY IN THE PROCESS AND USE OF AFFORDABLE HOUSING TRUST FUNDS FROM THE HOUSING IN-LIEU PAYMENTS."

9.C **PROFESSIONAL SERVICES AGREEMENT WITH CITYGATE ASSOCIATES LLC FOR AN ORGANIZATIONAL EFFICIENCY ASSESSMENT OF DEVELOPMENT SERVICES PROCESS**
RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute a Professional Services Agreement with Citygate Associates LLC until May 7, 2024 to conduct an organizational efficiency assessment of the City of Santa Paula development services processes in an amount not to exceed \$77,785; in a form approved by the City Attorney, and
2. Approve a budget allocation for \$38,892.50 needed for both donation revenues (100-4-7500-6157) and professional services expenditures (100-5-3001-209) with the remaining \$38,892.50 will be allocated from the General Plan Maintenance Fund (800-5-3001-215).

10. PUBLIC HEARING

- Verification of posting notice by City Clerk
- Declaration of conflicts (if any)
- Declaration of ex parte contacts (if any)
- Open public hearing
- Staff presentation
- Public comments
- Close public hearing
- Discussion and action

10.A **GEOLOGIC HAZARD ABATEMENT DISTRICT ASSESSMENT**

RECOMMENDATION:

Staff recommends that the GHAD Board of Directors:

1. Conduct a public hearing on the proposed assessment for the Santa Paula Geologic Hazard Abatement District;
2. Adopt Resolution No.7457 approving the fiscal year 2023/2024 budget and extending a **\$1,246** assessment levy per residential parcel onto the fiscal year 2023/2024 tax roll for the Santa Paula Geologic Hazard Abatement District.

Presented by: Clete J. Saunier, Public Works Director

10.B **HILLSBOROUGH OPEN SPACE MAINTENANCE DISTRICT ASSESSMENT RECOMMENDATION:**

Staff recommends that the City Council:

1. Conduct a public hearing on the proposed assessment for the Hillsborough Open Space Maintenance District;
2. Adopt Resolution No.7458 placing a \$150 per parcel special assessment onto the December 2023 tax roll for the Hillsborough Open Space Maintenance District.

Presented by: Clete J. Saunier, Public Works Director

11. ACTION ITEMS

11.A **SELECTION OF CLEAN POWER ALLIANCE (CPA) RATES RECOMMENDATION:**

Staff recommends the City Council:

1. Discuss and provide direction to staff on the community's energy default rate product and authorize the City Manager to notify the CPA Board of such selection.
2. Discuss and provide direction to staff on the City's energy rate product selection for identified City accounts and authorize the City Manager to notify the CPA Board of such selection(s).

Presented By: Jonathan Royas, Management Analyst

11.B **REORGANIZATION OF CITY DEPARTMENTS AND DIVISIONS RECOMMENDATION:**

Approve Resolution No. 7459, amending the Position Control List and Salary Schedule to implement recommended reorganizations of specific City departments and divisions, and creating new classifications.

Presented by: Dan Singer, City Manager

11.C **FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT FOR FIRE**

**PROTECTION AND RELATED SERVICES BETWEEN THE CITY OF
SANTA PAULA AND THE VENTURA COUNTY FIRE PROTECTION
DISTRICT**

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute the proposed First Amendment to the Memorandum of Agreement (MOA) with the Ventura County Fire Protection District.
2. Authorize the City Manager to execute all documents necessary to carry out the First Amendment to the MOA in forms approved by the City Attorney.

Presented by: James Mason, Economic Development Director

11.D CITY COUNCIL MEETING START TIME DISCUSSION

RECOMMENDATION:

Staff recommend the City Council:

1. Consider and discuss a Councilmember request to change the start time of City Council regular meetings and provide staff direction and feedback as it relates to this request.

Presented By: Jonathan Royas, Management Analyst

12. ITEMS FOR FUTURE AGENDAS

12.A FUTURE AGENDA ITEMS

RECOMMENDATION:

Staff recommends City Council Review Future Agenda Items.

Presented by: Dan Singer, City Manager

13. ADJOURNMENT

State of California)-

County of Ventura)- ss

City of Santa Paula)-

I declare under penalty of perjury that I posted this City Council Agenda on the bulletin board near the front door of City Hall, 970 Ventura Street, Santa Paula, California.

On _____ at _____ Signed: _____

Julie Latshaw

City Clerk



**CITY OF SANTA PAULA
City Council Special Meeting
May 17, 2023, 3:00 PM
MINUTES**

SPECIAL MEETING - COUNCIL CHAMBERS

1) CALL TO ORDER

Mayor Sobel called the meeting to order at 3:00 p.m.

2) ROLL CALL

Members Present: Andy Sobel, Leslie Cornejo, Jenny Crosswhite, and Pedro A Chavez

Members Absent: Carlos Juarez

3) PUBLIC COMMENT

None.

4) CITY BUSINESS

4.A) CONTRACT SERVICES WORKSHOP

Staff presented Council with a presentation on agreements with various vendors related to Capital Improvement Programs, augmented staffing services, and other professional and operational services.

5) CLOSED SESSION

5.A) CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE §54957.6 - City Representatives: Chief Labor Negotiator Irma Rodriguez Moisa, City Manager Dan Singer, Finance Director Christy Ramirez, and Human Resources Manager Lorena Alvarez; Employee Organizations: Community Services Officer Association; Mid-Management Association; Professional & Supervisory Association; Service Employee International Union, Local 721 (SEIU); Santa Paula Police Officers Association (SPPOA); and Unrepresented Employees: Executive Management; Confidential employees; Part-time employees.

Council recessed to closed session at 5:45 p.m.
Interim City Attorney Monica Castillo reported there was no reportable action taken.

6) ADJOURNMENT

Mayor Sobel adjourned the meeting at 6:30 p.m.

ATTEST:

Julie Latshaw, City Clerk



**CITY OF SANTA PAULA
City Council Regular Meeting
May 17, 2023, 6:30 PM
MINUTES**

REGULAR MATTERS - COUNCIL CHAMBERS

1) CALL TO ORDER

Mayor Sobel called the meeting to order at 6:34 p.m.

2) INVOCATION

Rev. Betty Stapleford provided the Invocation.

3) FLAG SALUTE

Vice Mayor Cornejo led the flag salute.

4) ROLL CALL

Members Present: Andy Sobel, Leslie Cornejo, Jenny Crosswhite, and Pedro A Chavez

Members Absent: Carlos Juarez

5) CLOSED SESSION REPORT

Interim City Attorney Monica Castillo announced City Council met in closed session on the below item, reporting there was no reportable action taken.

CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE §54957.6 - City Representatives: Chief Labor Negotiator Irma Rodriguez Moisa, City Manager Dan Singer, Finance Director Christy Ramirez, and Human Resources Manager Lorena Alvarez; Employee Organizations: Community Services Officer Association; Mid-Management Association; Professional & Supervisory Association; Service Employee International Union, Local 721 (SEIU); Santa Paula Police Officers Association (SPPOA); and Unrepresented Employees: Executive Management; Confidential employees; Part-time employees.

6) PUBLIC COMMENT

Richard Rudman was called to speak providing information on upcoming Chamber events.

7) **PRESENTATIONS**

7.A) MENTAL HEALTH MONTH PROCLAMATION

Mayor Sobel presented the Mental Health Month Proclamation to Maya Zumaya, Executive Director at First Responders for Mental Health.

7.B) ALL CHILDREN THRIVE PRESENTATION ON PROPOSED IMPROVEMENTS TO THE YOUTH CENTER AT LAS PIEDRAS PARK

Gabby Ornelas, with many members of All Children Thrive, provided a presentation on Proposed Improvements to the Youth Center at Las Piedras Park.

7.C) ATHENS DIVERSION AND BIN USE PRESENTATION

Jennifer Masterson, Director of Government Affairs, presented a presentation on Athens Diversion and Bin Use.

7.D) VENTURA COUNTY TRANSIT INTEGRATION & EFFICIENCY STUDY - Presented by Martin Erickson, Executive Director, Ventura County Transportation Commission

Martin Erickson, Executive Director, Ventura County Transportation Commission, provided a presentation on Ventura County Transit Integration & Efficiency Study.

7.E) COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT QUARTERLY REPORT (JANUARY – APRIL 2023)

James Mason, Community & Economic Development Director, presented the Community & Economic Development Department Report (January - April 2023).

8) **CITY COUNCIL REPORTS**

Councilmember Chavez:

Toured the Freeman Diversion Dam; attended the Chamber State of the City; read to kids at Bob Borrego Child Care Center as part of First 5; Santa Paula Police Department Centennial Anniversary; Santa Paula Police Departments Peace Officers Memorial Ceremony; Decolores Multicultural Folks Art Women's Art Show; gave congratulations to Dr. Elizabeth Garcia, Santa Paula High School Principal for promotion to Director of Special Projects, and Robin Gillett, Principal at Santa Paula Unified School District's Independent Study & Adult Education promoted to Director of Community Groups' Engagement and Lisset Magana for taking first place in Girls 400 Meter Run.

Vice Mayor Cornejo:

Attended Wayfinding Committee; Property Business Improvement District; Santa Paula Police Department Centennial Anniversary; and Santa Paula Unified School District 2x2 Committee.

Councilmember Crosswhite:

Attended Southern California Association of Governments General Assembly and Conference meeting; Clean Power Alliance; Ventura County Transportation Commission; Local Agency Formation Commission; Santa Paula Police Department Centennial Anniversary; Cruise Night; Decolores Multicultural Folks Art Women's Art Show; Andrea Varges art at Santa Paula Art Museum; and Cinco de Mayo.

Mayor Sobel:

Attended Chamber State of the City Awards, announcing Gena Rios with Santa Paula Police Department received the Public Safety Award; Santa Paula Unified 2x2; and Isabella Project lunch for Early Childhood Education.

9) CITY MANAGER REPORTS

City Manager Dan Singer:

Attended Santa Paula Police Department Centennial Celebration and Memorial event announcing the police presence at Cruise Night and Cinco de Mayo; Chamber State of the City and Awards; busy with labor negotiations and budgeting; Santa Paula Unified School District 2x2; birthday celebration with employees; announced the City Offices will be closed on Memorial Day, May 29th; and Council will meet in special budget workshops May 31st, June 7th, and June 14th, along with the regular meeting on June 21st for budget adoption.

10) CONSENT CALENDAR

10.A) APPROVAL OF MINUTES

City Council Special Minutes for May 2, 2023

City Council Regular Minutes for May 2, 2023

City Council Special Minutes for May 10, 2023

Vice Mayor Cornejo abstained from approving both minutes for May 2, 2023, as she was not in attendance.

10.B) APRIL 2023 WARRANTS AND CERTIFICATIONS

10.C) QUARTERLY INVESTMENT REPORTS

10.D) AGREEMENT WITH SANTA PAULA UNIFIED SCHOOL DISTRICT FOR THE 2023 SUMMER CAMP PROGRAM

10.E) PROCLAMATIONS, CERTIFICATES OF RECOGNITION, AND CITY MEMORABILIA POLICY

Approved as amended with language changes.

10.F) FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH WILL DAN FINANCIAL SERVICES FOR CFD NO. 1 SPECIAL ASSESSMENT TAX BONDS ADMINISTRATIVE AND AUDITING SERVICES

10.G) SENIOR NUTRITION PROGRAM GRANT AUTHORIZATION
RESOLUTION NO. 7456

Motion: Approve as amended Consent Calendar, including Vice Mayor Cornejo abstaining from minutes for both May 2nd meetings, and approve as amended item 10E with cleanup on language.

Moved by Jenny Crosswhite, seconded by Leslie Cornejo

Vote: Motion carried 4-0

Yes: Andy Sobel, Leslie Cornejo, Jenny Crosswhite, Pedro A Chavez

11) ACTION ITEMS

11.A) RE-INTRODUCTION OF ORDINANCE NO. 1329 AMENDING SECTION 16.13.410 OF THE SANTA PAULA MUNICIPAL CODE REGARDING THE USE OF AFFORDABLE HOUSING TRUST FUND MONIES FROM HOUSING IN-LIEU FEE PAYMENTS

Mary Ann Krause was called to speak with comments on ordinance for the use of affordable housing monies, past and present.

Motion: Approve as amended to re-introduce and waive first reading of Ordinance No. 1329, entitled, "AN ORDINANCE OF THE SANTA PAULA CITY COUNCIL AMENDING SECTION 16.13.410, AFFORDABLE HOUSING TRUST FUND, TO PROVIDE MORE CLARITY IN THE PROCESS AND USE OF AFFORDABLE HOUSING TRUST FUNDS FROM THE HOUSING IN-LIEU PAYMENTS."

Moved by Jenny Crosswhite, seconded by Pedro A Chavez

Vote: Motion carried 4-0

Yes: Andy Sobel, Leslie Cornejo, Jenny Crosswhite, Pedro A Chavez

11.B) AXON BODY WORN CAMERA CONTRACT AWARD

Motion: Approve as amended waiving the requirement that Axon be the lowest responsible bidder based on a finding that entering a second five-year contract with Axon for Body Warn Cameras is "desirable", award Axon a five-year contract for Axon Body Warn Cameras contingent on final pricing being within the not to exceed 5% and bring back if there is a difference and authorize the City Manager or his designee to execute the Axon purchase agreement and any documents necessary to implement agreement.

Moved by Leslie Cornejo, seconded by Pedro A Chavez

Vote: Motion carried 4-0

Yes: Andy Sobel, Leslie Cornejo, Jenny Crosswhite, Pedro A Chavez

12) ITEMS FOR FUTURE AGENDAS

12.A) FUTURE AGENDA ITEMS

13) ADJOURNMENT

Mayor Sobel adjourned the meeting at 9:00 p.m.

ATTEST:

Julie Latshaw, City Clerk



**CITY OF SANTA PAULA
City Council Special Meeting
May 31, 2023, 3:00 PM
MINUTES**

SPECIAL MEETING - COUNCIL CHAMBERS

1) CALL TO ORDER

Mayor Sobel called the meeting to order at 3:00 p.m.

2) ROLL CALL

Members Present: Andy Sobel, Leslie Cornejo, Jenny Crosswhite, Carlos Juarez, and Pedro A Chavez

3) PUBLIC COMMENT

None.

4) CITY BUSINESS

4.A) REVENUE GENERATING OPPORTUNITIES

City Manager Dan Singer, Finance Director Christy Ramirez and Management Analyst Jonathan Royas presented this item.

Staff provided options for creating and generating new revenue for the City, providing direction to staff on which options to pursue.

5) CLOSED SESSION

5.A) PUBLIC EMPLOYMEE PERFORMANCE EVALUATION

Pursuant to Government Code § 54957(b)(1), Title: City Manager

5.B) CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code §54957.6; Unrepresented Employee: City Manager Dan Singer

5.C) CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE §54957.6 - City Representatives: Chief Labor Negotiator Irma Rodriguez Moisa, City Manager Dan Singer, Finance Director Christy Ramirez, and Human Resources Manager Lorena Alvarez; Employee Organizations: Community Services Officer

Association; Mid-Management Association; Professional & Supervisory Association; Service Employee International Union, Local 721 (SEIU); Santa Paula Police Officers Association (SPPOA); and Unrepresented Employees: Executive Management; Confidential employees; Part-time employees.

- 5.D) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code § 54956.9(d)(1) Schladetzky v. City of Santa Paula, et al., Ventura County Superior Court Case No. 56-2022-00563854-CU-OE-VTA
- 5.E) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code § 54956.9(d)(1), P.Z. v. City of Santa Paula, et al., Ventura County Superior Court Case No. 56-2023-00574258-CU-OE-VTA

Council recessed to closed session at 4:45 p.m. Interim City Attorney Monica Castillo reported there was no reportable action taken.

6) ADJOURNMENT

Mayor Sobel adjourned the meeting at 7:00 p.m.

ATTEST:

Julie Latshaw, City Clerk

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: James Mason, Community & Economic Development Director

Subject: SECOND READING OF ORDINANCE NO. 1329 AMENDING SECTION 16.13.410 OF THE SANTA PAULA MUNICIPAL CODE REGARDING THE USE OF AFFORDABLE HOUSING TRUST FUND MONIES FROM HOUSING IN-LIEU FEE PAYMENTS

Date: June 7, 2023

Agenda Item: 9.B

RECOMMENDATION:

Staff recommends the City Council conduct the second reading of and adopt Ordinance No. 1329, entitled, "AN ORDINANCE OF THE SANTA PAULA CITY COUNCIL AMENDING SECTION 16.13.410, AFFORDABLE HOUSING TRUST FUND, TO PROVIDE MORE CLARITY IN THE PROCESS AND USE OF AFFORDABLE HOUSING TRUST FUNDS FROM THE HOUSING IN-LIEU PAYMENTS."

BACKGROUND:

At the City Council regular meeting of May 2, 2023, the City Council introduced and waived the first reading of Ordinance No. 1329. The City Council requested further amendments to the Ordinance pursuant to staff and the Santa Paula Housing Task Force (SPAHTF) recommendations, which under Government Code Section 36934 requires re-introduction of the Ordinance prior to second reading. The City Council re-introduced and waived the first reading of the Ordinance revised with staff and SPAHTF amendments on May 17, 2023. The proposed Ordinance (Attachment A) is presented tonight for second reading and adoption by Council.

ANALYSIS:

Recommended changes to the City's existing Inclusionary Housing Ordinance include language that provides clarity on how the Affordable Housing Trust Fund monies can be utilized consistent with municipal best practices for the use of inclusionary affordable housing funds. The proposed ordinance (Attachment A) is based on the recommendations of the Planning Commission, staff, and the Santa Paula Affordable Housing Task Force (SPAHTF), a local ad hoc committee comprised of individuals from the following organizations: CAUSE, Santa Paula Housing Authority, Housing Trust Fund Ventura County, Many Mansions, People's Self Help Housing, Santa Clara Valley Together, Santa Paula Latino Town Hall, House Farm Workers, Spirit of Santa Paula, and Habitat for Humanity.

The initial draft of amendments to Santa Paula Municipal Code Section 16.13.410 was considered by and recommended by the Planning Commission on January 28, 2023. The Planning Commission's recommendation was later revised and enhanced pursuant to input received from the Planning Commission and the SPAHTF prior to and during a March 28, 2023 Planning Commission meeting.

Following the March 28, 2023 Planning Commission meeting and their approval of Resolution No. 3847 recommending that the City Council adopt an ordinance amending Chapter 16.13.410, which addresses the Affordable Housing Trust Fund, the SPAHTF requested that language be added to the ordinance to provide further clarification. This request was made prior to the City Council May 2, 2023 meeting and then conveyed at the meeting.

Specifically, the SPAHTF requested that there be city staff guidance provided to an Affordable Housing Trust Fund Oversight Committee and that funding be made available to support the financial stability of the Santa Paula Housing Authority. Staff is recommending that additional language provide clarity and consistency in the description of the role of the Affordable Housing Trust Fund Oversight Committee. Any additional allocations of funding related to affordable housing programs should be handled on a case-by-case basis as specific budget allocations for programs or projects based on recommendations from city staff and the Affordable Housing Trust Fund Oversight Committee. Staff will return to City Council with recommendations for the composition of the Affordable Housing Trust Fund Committee and a resolution formalizing their formation, roles and responsibilities.

At the May 17, 2023 meeting the revisions to the ordinance were re-introduced and the City Council waived the first reading of Ordinance No. 1329. City Council also requested clarifying edits to one of the mandatory findings for consideration at tonight's second reading.

Environmental Assessment

This Ordinance was reviewed in accordance with the California Environmental Quality Act (CEQA), the State CEQA Guidelines (Guidelines), and the environmental regulations of the City. Staff finds that this Ordinance is not subject to CEQA because the adoption of the ordinance is not a "project" pursuant to Sections 15060(c)(2) and 15060(c)(3) of Title 14 of the California Code of Regulations. Further, under Section 15061(b)(3) of the State CEQA Guidelines, this resolution is exempt from the requirements of CEQA because it can be seen with certainty that the provisions contained herein would not have the potential for causing a significant effect on the environment.

STRATEGIC PLAN:

Refinement of this code language to enhance applicability and usability of affordable housing monies towards stability and growth of Santa Paula's housing supply advances 2021-2023 City Council Strategic Goal E.1, which calls for analysis of options to address and reduce homelessness.

FISCAL IMPACTS:

Adoption of the proposed Ordinance will result in more opportunities to utilize the Affordable Housing Trust Fund monies, while also requiring them to be allocated based on a defined process that will include a preliminary review of applications, recommendations to Council by a

committee, and final approval by the City Council.

OPTIONS:

As an alternative to Staff's recommendation, the City Council may:

Decline to approve Staff's recommendation and direct staff to make further edits to the proposed Ordinance.

ATTACHMENTS:

[ATTACHMENT_A_ORDINANCE_NO.1329_Inclusionary Housing](#)

ATTACHMENT A

CITY COUNCIL ORDINANCE NO. 1329

ORDINANCE NO. 1329

AN ORDINANCE OF THE SANTA PAULA CITY COUNCIL AMENDING SECTION 16.13.410, AFFORDABLE HOUSING TRUST FUND, TO PROVIDE MORE CLARITY IN THE PROCESS AND USE OF AFFORDABLE HOUSING TRUST FUNDS FROM THE HOUSING IN-LIEU PAYMENTS

The City Council of the City of Santa Paula does ordain as follows:

SECTION 1. Recitals.

- A. Section 16.13.410 of the Santa Paula Municipal Code (“SPMC”) provides for the establishment of an Affordable Housing Trust Fund (“Fund”) and restricts Fund uses to the provision of affordable housing and reasonable costs associated with affordable housing development. Any inclusionary housing in-lieu fees collected from developers must be deposited into the Fund.
- B. The proposed amendments to SPMC 16.13.410 of the Santa Paula Municipal Code, as described herein, are intended to expand the permitted use of Fund monies to aid in compliance with State law requirements mandating an increase in affordable housing, including but limited to meeting the City’s Housing Element objectives.
- C. The proposed amendment was reviewed by the City’s Planning Division for, in part, consistency with the General Plan and conformity with the Santa Paula Municipal Code.
- D. The City Planning Division reviewed the proposed amendments’ environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, et seq., “CEQA”), the regulations promulgated thereunder (14 Cal. Code of Regulations §§15000, et seq., the “CEQA Guidelines”), and the City’s Environmental Guidelines (“Santa Paula Guidelines”; CEQA, CEQA Guidelines and Santa Paula Guidelines collectively referred to as “CEQA Regulations”).
- E. On March 28, 2023, the Planning Commission opened a public hearing to receive and consider public testimony and other evidence regarding the proposed amendment and whether to approve Resolution No. 3648 to recommend the proposed amendment to the City Council for adoption by ordinance.
- F. The Commission approved Resolution No. 3648 and its findings, based upon the evidence presented to the Commission at its March 28, 2023 hearing including, without limitation, the staff report submitted by the Planning Division.

- G. A public hearing for City Council consideration of the proposed amendment was set for May 2, 2023, notice of which was given pursuant to SPMC § 16.208.040(A).
- H. The City Council considered the information provided by City staff and public testimony. This Ordinance, and its findings, are made based upon such evidence presented to the City Council at its May 2, 2023 hearing and May 17, 2023 meeting including, without limitation, the staff report submitted by the Planning Division.
- I. This Ordinance, and its findings, incorporates the amendments as recommended by the City Council at its May 2, 2023 hearing and May 17, 2023 meeting.

SECTION 2. Text Amendments. Section 16.13.410 (In-Lieu Fees and Affordable Housing Trust Fund) of the Santa Paula Municipal Code is hereby amended to read as follows:

- A. Except for plan area projects, developers may pay a fee instead of providing on-site or off-site inclusionary housing units as set forth in this chapter. In-lieu fees will be based upon the methodology for calculating the in-lieu fee on a project-by-project basis as determined by City Council resolution.
- B. Any fee required pursuant to this division must be paid in full before the city issues a certificate of occupancy for any dwelling unit in an affordable housing project.
- C. An Affordable Housing Trust Fund Oversight Committee, appointed by the City Council, will be created to act in an oversight capacity of the Affordable Housing Trust Fund and may develop procedures to implement the purpose of the fund consistent with the provisions of this Section. This committee, along with city staff support, will provide recommendations to the City Council who will make final decisions regarding fund allocations and adoption of the committee-recommended procedures. The Affordable Housing Trust Fund Oversight Committee may also provide input on monies received from other sources including county, state, and federal funds as those funds relate to affordable housing. Fund monies shall be used to construct affordable housing, rehabilitate deed-restricted affordable units, preserve and extend the deed restrictions on existing affordable units, subsidize and support the financial stability of the Santa Paula Housing Authority and development projects, or assist other government entities, private organizations or individuals with achieving the foregoing purposes. Fund monies must be used to increase the supply of affordable housing for Low-Income Households within the city in accordance with the most recently adopted Housing Element of the City of Santa Paula General Plan, and may be used for the benefit of both owner-occupied and renter-occupied housing.
- D. This division is intended to be one mechanism in an effort to increase and improve affordable housing in the City of Santa Paula. The City Council will, in concert with

the two-year budget process, conduct a review of the progress of this code division to increase and improve affordable housing in the city. The review by City Council shall include an accounting of the use of funds related to affordable housing and a discussion of other programs implemented by the city to increase and improve affordable housing in the City of Santa Paula. Funds will be made available based on the approval of the City Council.

SECTION 3. General Plan and Development Objectives. Pursuant to SPMC § 16.208.030(C), the City Council has reviewed the Planning Commission's recommendation, and finds that the proposed amendment is consistent with the objectives of Title 16 of the SPMC, the General Plan, and development policies of the City as follows:

- A. Nothing in the proposed ordinance would implement substantive changes that would affect the General Plan. Rather, these changes are intended to provide policy and process clarity in the use of Affordable Housing Trust Funds. Accordingly, the proposed changes would remain consistent with the goals, policies and objectives in the City's General Plan.
- B. The proposed SPMC text amendments promote public health, safety, and general welfare and serve the goals and purposes of Title 16 to the SPMC. The amendment updates the SPMC's regulation of the use of Affordable Housing Trust Funds to support the development of affordable housing units.
- C. The proposed SPMC Amendments will make revisions to certain Code sections that would remove ambiguities; resolve internal inconsistencies; codify existing planning practices; and facilitate administration of the Inclusionary Housing Ordinance.
- D. Adoption of the SPMC Amendments will not result in any new or increased environmental effects, and no new mitigation measures are required.

SECTION 4: Development Code Amendment Findings. Pursuant to SPMC § 16.208.050 FINDINGS REQUIRED, the City Council makes the following required findings of fact:

- A. *That the proposed Development Code text amendment is consistent with the goals, policies, and objectives of the General Plan.*

Consistent. The proposed ordinance is consistent with the following:

- a) **LU 3.3: Diverse housing supply.** Provide for a full range of housing types, locations and densities to accommodate the city's share of regional housing needs for all income levels in a manner that:
 - i. Retains the scale and character of existing neighborhoods;
 - ii. Facilitates upgrading and infill of underutilized land in existing neighborhoods;

- iii. Allows expansion into vacant and underdeveloped lands consistent with infrastructure and environmental constraints;
- iv. Provides safe and sanitary housing for all residents

b) **HE GOAL 1** - conserving and improving the quality of existing housing and residential neighborhoods in Santa Paula by:

- i. Policy 1.2 – providing home improvement and rehabilitation assistance to lower- and moderate-income households, seniors, and the disabled;
- ii. Policy 1.3 – Promoting the repair, rehabilitation, or improvement of residential structures that are substandard or in disrepair;

c) **HE GOAL 2** – assisting in the provision of adequate housing to meet the needs of the community by:

- i. Policy 2.1 – encouraging the production of housing that meets all economic segments of the community, including lower-, moderate-, and upper-income households to achieve a balanced community;
- ii. Policy 2.2 – providing financial and/or regulatory incentives where feasible to encourage the development of affordable housing;
- iii. Policy 2.3 – participating in homeownership assistance programs to enable lower- and moderate-income renters to move into home ownership;
- iv. Policy 2.4 – supporting the provision of rental housing to accommodate large families and agricultural workers;

d) **HE GOAL 4** – mitigating any potential governmental constraints to housing production and affordability by:

- i. Policy 4.1 – offering financial and/or regulatory incentives, including density bonuses, where feasible to off-set or reduce the costs of developing affordable housing.

B. *That the proposed Development Code text amendment will not adversely affect surrounding properties.*

Consistent. Under the proposed ordinance, Affordable Housing Trust Fund monies shall be used to increase and improve the supply of affordable housing to medium-, low, very low- or extremely-low-income households within the city, who otherwise may remain unhoused or unable to maintain their homes at an acceptable level. Further, the proposed text amendment(s) are administrative in nature and limited to authorizing funding opportunities, is not site-specific, and as such will have no adverse effect on surrounding properties

C. *That the proposed Development Code text amendment promotes public health, safety, and general welfare and serves the goals and purposes of Title 16.*

Consistent. The proposed ordinance promotes public health, safety, and general welfare and serves the goals and purposes of the General Plan by refining and enhancing opportunities to construct; provide rehabilitation of deed restricted units; or subsidize & support the financial stability of affordable housing developers and development projects; or assist other government entities, private organizations or individuals to do so.

SECTION 5. Environmental Assessment. This Resolution was assessed in accordance with the authority and criteria contained in the California Environmental Quality Act (CEQA), the State CEQA Guidelines (Guidelines), and the environmental regulations of the City. The Planning Commission hereby finds that this resolution is not subject to CEQA because the adoption of this resolution is not a "project" pursuant to Sections 15060(c)(2) and 15060(c)(3) of Title 14 of the California Code of Regulations. Further, under Section 15061(b)(3) of the State CEQA Guidelines, this resolution is exempt from the requirements of CEQA because it can be seen with certainty that the provisions contained herein would not have the potential for causing a significant effect on the environment.

SECTION 6. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any 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 adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 7: The City Clerk shall certify as to the passage and adoption of this Ordinance and shall cause a summary thereof to be published within fifteen (15) days of the adoption and shall post a certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED AND ADOPTED this ____ day of June 2023

Andy Sobel, Mayor

ATTEST:

Julie Latshaw, City Clerk

APPROVED AS TO FORM:

Monica Castillo, Interim City Attorney

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: James Mason, Community & Economic Development Director

Subject: PROFESSIONAL SERVICES AGREEMENT WITH CITYGATE ASSOCIATES LLC FOR AN ORGANIZATIONAL EFFICIENCY ASSESSMENT OF DEVELOPMENT SERVICES PROCESS

Date: June 7, 2023

Agenda Item: 9.C

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute a Professional Services Agreement with Citygate Associates LLC until May 7, 2024 to conduct an organizational efficiency assessment of the City of Santa Paula development services processes in an amount not to exceed \$77,785; in a form approved by the City Attorney, and
2. Approve a budget allocation for \$38,892.50 needed for both donation revenues (100-4-7500-6157) and professional services expenditures (100-5-3001-209) with the remaining \$38,892.50 will be allocated from the General Plan Maintenance Fund (800-5-3001-215).

BACKGROUND:

City staff has been working to address the challenges of increased development and the need to provide high quality customer service and timely development review. As a result of discussions with representatives from current development projects including the Limoneira-Lewis Companies ("Limoneira-Lewis"), staff is requesting that the City Manager execute an agreement with a consultant who will conduct an organizational and operational review of the development services functions in the Community and Economic Development Department. In addition, the consultant is to provide recommendations and an implementation plan for improvements. The purpose of this study is to identify and address inefficiencies in the City's development process with the goal of creating a simplified, streamlined process with predictable timelines that produces high quality development projects.

Outreach was conducted to three potential consultants with expertise in operational and organizational audits and on November 11, 2021, the City received a single proposal from Citygate Associates LLC. Based on a review of services provided to other communities, Citygate has well-defined methodologies for data collection and analysis, recent experience conducting related studies, and the combination of expertise most appropriate for the functions in all City departments involved in the Development Services Process.

On January 19, 2022 the City Council approved the contract with Citygate to initiate the consulting contract for an amount of \$32,000. However, the process was delayed due to Community and Economic Development Department's lack of staff and the need to expand the scope and cost of the services. As a result, the new contract and related cost is \$77,785.

ANALYSIS:

Citygate has conducted similar community development process and program analysis for more than 16 jurisdictions in California and many more organizations throughout the country. They have extensive experience identifying opportunities for cities to improve the efficiency, transparency, and predictability of land use review and permitting processes. As a part of their analysis of the City's development process Citygate will interview staff and customers; conduct an in-depth review of documents, policies and operational procedures; and provide a comprehensive implementation plan to address their recommendations. Exhibit A to the new contract (Attachment A) outlines the project work plan fee and Exhibit B is Citygate's proposal, including the scope of work they offer. The recommended contract is for an amount not to exceed \$77,785, which will be divided equally between the city and Limoneira-Lewis.

STRATEGIC PLAN:

1. Operational Excellence

Goal: Provide excellent service to the community in a cost-effective manner with an engaged workforce with a focus on continuous improvement and outstanding customer service.

Objective 1. Streamline the application and permitting processes for businesses.

Utilization of a consultant for review of the development review and permitting process will provide the necessary analysis and recommendations to improve customer service and permit work flows.

FISCAL IMPACTS:

The cost of the proposed contract is \$77,785. Limoneira-Lewis has offered to donate 50% of the funds for the services and the remaining portion will be allocated from the General Plan Maintenance Fund. As such, a budget allocation for \$38,892.50 is needed for both donation revenues (100-4-7500-6157) and professional services expenditures (100-5-3001-209) and the remaining \$38,892.50 will be allocated from the General Fund Maintenance fund (800-5-3001-215).

OPTIONS:

The City Council could choose not to enter into this contract; however, this may hinder improving the development services process in the Community and Economic Development Department and impact other departments that interdepend on it.

ATTACHMENTS:

[ATTACHMENT A CITYGATE PROFESSIONAL SERVICES AGREEMENT.docx](#)

ATTACHMENT A
PROFESSIONAL SERVICES AGREEMENT

**CITY OF SANTA PAULA
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 7th day of June, 2023, by and between the City of Santa Paula, a municipal corporation organized under the laws of the State of California with its principal place of business at 970 Ventura Street, Santa Paula, CA 93060, County of Ventura, State of California ("City") and CITYGATE ASSOCIATES LLC, a California limited liability company, with its principal place of business at 600 Coolidge Drive, Suite 150, Folsom, California 95630 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing departmental process and improvement assessment services to public clients, is licensed in the State of California, and is familiar with the plans of the City.

2.2 Project.

City desires to engage Consultant to render such professional services for a Departmental Process and Improvement Assessment of the City of Santa Paula Community and Economic Development Department ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project ("Services"). The Services are more particularly described in Exhibit "B" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from June 7, 2023 to May 7, 2024 unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. The total compensation shall

not exceed **SEVENTY-SEVEN THOUSAND, SEVEN HUNDRED AND EIGHTY-FIVE DOLLARS (\$77,785)** without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.2.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "A" of this Agreement.

3.2.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3 Responsibilities of Consultant.

3.3.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.3.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.3.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows:

David C. DeRoos, MPA, CMC President

Stacey Bristow, Project Manager

3.3.5 City's Representative. The City hereby designates the Community and Economic Development Director or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Services or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Services or change the Consultant's total compensation subject to the provisions contained in this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.3.6 Consultant's Representative. Consultant hereby designates Stacey Bristow, Project Manager or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.3.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.3.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subconsultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.9 Period of Performance.

3.3.9.1 Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibit "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.3.9.2 Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

3.3.9.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.10 Laws and Regulations; Employee/Labor Certification.

3.3.10.1 Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.3.10.2 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

3.3.10.3 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.3.10.4 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.3.10.5 Water Quality Management and Compliance. To the extent applicable, Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

3.3.10.6 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3.11 Insurance.

3.3.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.3.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance

requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

3.3.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Professional Liability (Errors & Omissions) (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

(D) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for

non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.3.11.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.3.11.5 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed with a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.3.11.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.3.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.3.11.8 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.3.11.9 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.3.11.10 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.3.11.11 Additional Insurance Provisions

(A) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(B) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(C) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(D) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

(E) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

(F) Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.3.11.12 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants.

3.4.3 Compliance Monitoring. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

3.4.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and

Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6 Indemnification.

3.6.1 Consultant shall indemnify and hold harmless the City, its officials, officers, employees and agents (collectively "City Parties") from any and all claims, demands, causes of action, costs, expenses, liability, injuries and damages (collectively "claims") arising out of or resulting from consultant's performance of, or failure to perform, services under this agreement, except as described herein. Consultant shall also defend the City Parties against such claims only if the City (1) provides advance and prompt written notice to the consultant regarding the claims for which it is seeking a defense, and (2) meets and confers in good faith with consultant and/or consultant's insurance company representative in advance of any election by it to conduct its own defense. The indemnification and defense required by this clause shall not extend to claims (1) caused by the active negligence, the sole negligence, or the willful misconduct of the City Parties, (2) that exceed the applicable limit(s) of insurance coverage available to the consultant for the claims, (3) where the City elects to conduct its own defense and enters into and/or pays a settlement with the claimant(s) without advance notice to the consultant, (4) where the City elects to conduct its own defense and the attorneys' fees and litigation expenses it incurs are not reasonable and necessary, and/or (5) where the City does not elect to conduct its own defense but incurs separate attorneys' fees and costs for which it seeks payment or reimbursement.

3.6.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.7 General Provisions.

3.7.1 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years

from the date of final payment under this Agreement.

3.7.2 Independent Contractors and Subcontracting.

3.7.2.1 Use of Consultants. Consultant is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Consultant is in compliance with the California Labor Code, Consultant shall only utilize its employees to provide the Services. Consultant may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the City as set forth in Section 3.7.2.2 below. Consultant represents and warrants that all personnel who perform the Services on Consultant's behalf are Consultant's employees, and that Consultant complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

3.7.2.2 Prior Approval Required. Consultant shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Consultant to use a Subcontractor, Consultant shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

3.7.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: CITYGATE ASSOCIATES LLC
600 Coolidge Drive, Suite 150
Folsom, CA 95630
ATTN: David DeRoos, President

City: City of Santa Paula
970 Ventura Street
Santa Paula, CA 93060
ATTN: Community & Economic Development Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.7.4 Ownership of Materials and Confidentiality.

3.7.4.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall

be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.7.4.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.7.4.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.7.4.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.7.4.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to

any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.7.4.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.7.5 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.7.6 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.7.7 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.

3.7.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Ventura County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.7.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.7.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.7.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.7.12 Assignment or Transfer. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.7.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.7.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.7.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.7.16 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.7.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.7.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.7.19 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party

warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.7.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7.21 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

**SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF SANTA PAULA AND
CITYGATE ASSOCIATES LLC**

IN WITNESS WHEREOF, each of the Parties has caused this Contract to be executed on the day and year first above written.

CITY OF SANTA PAULA

CITYGATE ASSOCIATES LLC

Approved By:

[If Corporation, TWO SIGNATURES,
President OR Vice President AND Secretary
OR Treasurer REQUIRED]

Dan Singer.
City Manager

Approved as to Form:

By: _____

Its: _____

Monica Castillo
Interim City Attorney

Printed Name: _____

Attested By:

By: _____

Its: _____

Julie Latshaw, City Clerk

Printed Name: _____

EXHIBIT A

PROJECT WORK PLAN FEES

Core Project Fees:

Consulting Fees of Project Team	Administration (7.5% of Hourly Fees)	Reimbursable Expenses	Total Citygate Core Fees
\$50,325	\$3,774	\$6,356	\$60,455

Additional Work Plan Fees:

Element of Cost	Fees
Council Member Interviews (Task 3)	\$1,720
Employee Survey (Task 3)	\$4,569
Customer Survey (Task 4)	\$4,569
Implementation Support Tiers (Task 8)	
<u>Tier 1</u> 3 videoconferences, 1 meeting w/ Director, no survey	\$6,472

* Includes reimbursable travel expenses as follows: Tier 2 (\$1,176 for one trip); Tier 3 (\$3,529 for three trips).

Total Cost	\$77,785
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EXHIBIT B

PROPOSAL AND SCOPE OF WORK



600 Coolidge Drive, Suite 150 ■ Folsom, CA 95630 ■ PH 916-458-5100 ■ FAX 916-983-2090

April 3, 2023

James Mason
Community and Economic Development Director
City of Santa Paula
200 S. Tenth Street
Santa Paula, CA 93061
jmason@spcity.org

**RE: PROPOSAL TO PERFORM A PROCESS AND IMPROVEMENT ASSESSMENT FOR THE
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT**

Dear Mr. Mason:

Citygate Associates, LLC (Citygate) is pleased to submit this proposal to perform a departmental process and improvement assessment of the Community and Economic Development Department (Department) of the City of Santa Paula (City). Our firm has conducted well over 600 consulting reviews for over 400 government agencies primarily in the West, with a specialization in all aspects of community development. (Please visit our website at www.citygateassociates.com for further information.) This brief engagement letter will provide you with an introduction to Citygate and an overview of our Work Plan, Project Team, project schedule, and fees. Our qualifications and references are provided as **Attachment B**.

We understand that while the City has conducted initial steps toward process streamlining, the City desires to identify further opportunities to improve the overall efficiency, transparency, and predictability of the land use review and permitting process. The City is seeking a consulting firm to develop a roadmap of recommendations to improve the Department's processes and assure the highest level of customer service, particularly in consideration of anticipated increases in workload due to largescale projects on the horizon. We believe you will find our qualifications exceptional, as detailed in our proposal.

INTRODUCTION TO CITYGATE

Citygate has conducted over 35 consulting studies focused exclusively on community development, planning, building, engineering, code compliance, and development review permitting processes. In California, we have successfully conducted related community development studies in smaller cities such as Atwater, Goleta, Healdsburg, Los Altos, Ojai, and West Hollywood; in larger cities such as Carlsbad, Corona, Modesto, Salinas, San Luis Obispo,

and Vista; and in the Counties of Monterey, Sacramento, San Diego, and Solano. Outside of California, our community development engagements have included unique organizational cultures such as rural Clark County, Washington; Grants Pass, Oregon; Salt Lake City and Ogden, Utah; and Lee County, Florida. These studies are examples of our community development work with a diverse range of agency sizes and complexities.

Citygate is committed to producing outcomes and results, not reports with recommendations that may never be implemented. Our recommendations are rooted in principles of stakeholder and customer involvement, transparency, collaboration, confidence, excellent service delivery, and continuous improvement. Many of our smaller client agencies are wrestling with increased planning and building workloads yet are confined by minimal staffing which makes it difficult to complete the work on time and with excellence. We have unmatched experience in successfully implementing our recommendations and we understand the many challenges local governments face as they begin to make changes to current processes and procedures.

Our proposed Project Team consists of award-winning local government practitioners with many years of experience as executive managers in community development.

Our Project Manager, Stacey Bristow, is a local government leader with more than 30 years of experience crafting creative solutions to achieve community visions. Ms. Bristow is known for driving innovative outcomes and seeking balance among diverse stakeholders. She has experience in both the public- and private-sector, having served Alameda County for 16 years and the City of Hayward for more than 10 years in a variety of capacities, including Interim Director / Deputy Director for the Development Services Department.

Ms. Bristow will be assisted by a consultant who is retiring from his position this spring as a director of community development and community services functions (which includes planning, redevelopment, engineering, capital projects, and building, as well as public works maintenance) for a city and joining Citygate's team of development services consultants. His biography, picture, resume, and project role will be presented to the City once his retirement is public knowledge and prior to the start of this project.

Citygate's Project Team understands the unique character, dynamics, and challenges of small local governments, and looks forward to applying this specialized knowledge and skills to the City of Santa Paula.

CITYGATE'S WORK PLAN

Our proposed Work Plan has been developed consistent with our experience in conducting organizational efficiency reviews in local government agencies across California and throughout the United States.

Task 1: Initiate and Manage the Project

Citygate will meet virtually with City officials to initiate the study and enhance our understanding of the context and issues facing the City. We will correlate our understanding of the study's scope and ensure that our Work Plan and project schedule are mutually agreeable. During this meeting we will also:

- ◆ Review the availability of the documents outlined in Task 2 and any other documents the City deems appropriate.
- ◆ Solicit City input regarding employees in other departments or outside consultants with responsibility for steps in the process who should be included in the interviews.
- ◆ Receive the list of customers that staff desire to be interviewed.

Task 2: Conduct Initial Review of Documents, Policies, and Procedures

During the initial review of operations, we will request and review the following documents:

- ◆ Organizational chart, mission, goals, and objectives of the key functions within the Department and in other departments who participate directly in the review and permitting process as necessary.
- ◆ Current process maps, policies, and procedures.
- ◆ Current and historical workload data, current work plans, and anticipated workload projections for each function, and for any contract staff or relevant consultants.
- ◆ Existing and anticipated performance metrics.
- ◆ Structure and skillset of current and anticipated staffing for each function.
- ◆ City's historical strategic plan and current General Plan to ensure alignment with broad Council goals.
- ◆ Other documents as deemed relevant by staff.

Based on the outcome of this data gathering, we will develop an overall process profile of the planning, building, engineering, fire, and code enforcement operations and will identify areas for improvement. Once our data and document review is complete, we will be prepared to conduct focused interviews in Task 3.

Task 3: Conduct Staff Interviews

Gathering feedback from staff regarding current operations and how they might be improved is critical to identifying opportunities for streamlining and transparency. In this step, we will:

- ◆ Conduct up to 10 on-site interviews with Department and other City staff, contractors, and consultants to gain their insight on various aspects of the operational processes; these interviews may be held in groups or teams to facilitate the sharing of different perspectives and ideas.
 - All comments will be kept anonymous to ensure participants feel comfortable sharing their honest viewpoints.
- ◆ As an option, Citygate can conduct interviews with Council members to enhance our understanding of their perspectives of the issues being reviewed. The cost for this option is presented later in this proposal.
- ◆ As an option, Citygate will conduct a confidential, internet-based employee survey, designed in coordination with City management, to allow all employees involved in the development review functions the opportunity to participate in Citygate's evaluation in a constructive, confidential manner. The survey will provide opinions and perceptions about mission, goals, objectives, workload, staffing, customer service, training, supervision, technology, etc. The cost for this option is presented later in this proposal.

Task 4: Conduct Customer Interviews

After gathering feedback from staff in Task 3, we will now gather feedback from customers as the next essential component of improving the process. Customers and staff may agree on areas in need of improvement but are more likely to see different issues. Citygate will:

- ◆ Conduct on-site interviews, using a staff-developed, targeted list of customers (not to exceed 10) ranging from small “mom and pop” applicants to major developer applicants to understand their expectations and perceptions of the services provided by the City.
- ◆ We will correlate this customer information with known operational data, and staff perspectives regarding timeliness and quality of service.
- ◆ As an option, Citygate will conduct a customer survey to provide us with perspectives from the residents and businesses that have used the services provided

by the functions involved in the development review process. Through this analysis we will gain an understanding about what services are priorities to the public, what services are meeting expectations, and if there are any gaps between resident expectations and the delivery of services. The survey will be developed in coordination with the City. The cost for this option is presented later in this proposal.¹

Task 5: Conduct In-Depth Operational Analysis

Once the overall process profiles have been developed, we will document the primary inputs, outputs, and sub-processes involved in key operations. Bottlenecks; redundant systems; inadequate controls; inefficient procedures; insufficient staffing, skillsets, or training; and opportunities for additional technological enhancements will be identified. This will allow Citygate’s Project Team to evaluate the current practices, procedures, and performance standards of the functions for conformance with industry “best practices” and legal requirements.

We will also evaluate the Department’s organizational structure, including the types and number of positions (both in-house and contract) needed to meet workload and performance standards. Citygate recognizes that the current and anticipated future workload greatly exceeds the City’s existing staff’s capacity across numerous departments. We will conclude this task by identifying where organizational and operational performance and service levels can be enhanced and will identify performance metrics to help ensure goals continue to be met.

Task 6: Mid-Project Review

We will generate preliminary findings and recommendations to be reviewed in detail in a virtual meeting with the City Manager and/or other designee before preparing the Draft Report and Implementation Action Plan framework. Since our recommendations may include changes to support and maintain new processes, procedures, and/or organizational structure, it is important to create mutual understanding before writing the Draft Report.

The objectives of this review are to surface any additional information, questions, or concerns that need to be addressed; solicit staff-level suggestions for implementing the recommendations; and, to the degree possible, obtain staff level “ownership” of the recommendations that will be included in the Draft Report and Implementation Action Plan. We will also identify any issues outside of

¹ Surveys will be internet-based. We would require the assistance of the City in promoting the survey(s) via available City and Department online and social media platforms. We assume that the survey will be in English only. If other languages are desired, modest additional fees will be incurred to create the additional survey(s).

the agreed-upon scope of work that may impact the Department further and require further analysis or actions on the part of the City.

Task 7: Prepare Draft and Final Report

Citygate’s consultants will prepare a Draft Report with findings, recommendations, and a proposed Implementation Action Plan framework. Ample time will be provided for the City to review the Draft Report using “track changes” and to discuss the proposed recommendations and strategy. The main goal of Task 7 will be to ensure the factual basis for our findings is correct and our analysis is complete and accurate. Once we receive the City’s comments, we will prepare a Final Report.

Following the delivery of our Final Report, Citygate will present our Final Report to Santa Paula’s City Council and/or Planning Commission.

- ◆ **(Optional)** – Produce **AudMod™** to offer the City a further way to maximize retention and resulting implementation efforts related to Citygate’s Final Report.
 - We offer a fully produced audio module (**AudMod™**) “podcast”-style component that is specifically tailored to your agency and engagement, summarizing key points and recommendations from Citygate’s report with added narrative context. The result is an easily accessible audio file that can be distributed to internal and external stakeholders and listened to while driving, exercising, etc.—providing stakeholders a means to absorb the content of Citygate’s findings and recommendations conveniently from their phones, tablets, or computers. Increasing the permeation of the report you have invested in will increase success for your agency. The cost for this option is presented later in this proposal.

Task 8: Implementation Support

Citygate will provide implementation support by developing, in collaboration with the Department’s leadership, an Implementation Action Plan template, to include the Final Report recommendations. This template will be provided to the Department to assist in developing an annual work plan that clearly identifies the elements of the plan to be addressed during the year, who will be responsible for leading each initiative, various specific actions for each of the strategic goals including specific timelines, resource allocation(s), metrics for measuring success, quantifiable accountability factors, approximate fiscal impacts, monitoring processes, communication plans, adjust and revise elements, and review and reflect milestones.

As an option for an additional cost, Citygate will provide implementation support within the following three tiers:

- ◆ **Tier 1** – includes up to three videoconference meetings with the Department as needed to achieve the following objectives: (1) explore and evaluate ideas; (2) discuss elements of the implementation plan and strategy including accountability measures; (3) discuss the evaluation from the Citygate Project Team’s perspective of innovation; and (4) review relevant research and assessments. This will also include a final discussion with the Director to finalize the implementation recommendations.
- ◆ **Tier 2** – includes two videoconference meetings with the Department and one 4- to 6-hour facilitated session on-site to achieve the four objectives stated in Tier 1, with the on-site extended session serving to best activate the Department’s staff with clear implementation roles and responsibilities. Tier 2 also includes Citygate conducting an online survey to comprehensively determine implementation ideas and priorities from internal and external stakeholders and an accompanying communication strategy. Tier 2 also includes a 30-minute implementation innovation mini-training for the Department including various Department staff identified by the Director. As with Tier 1, this will also include a final discussion with the Director to finalize the implementation recommendations.
- ◆ **Tier 3** – includes an on-site facilitated think-tank session on detailed implementation ideas and strategies to encourage the highest level of innovation and buy-in possible, with two follow-up on-site sessions conducted to refine implementation strategies, overcome barriers to implementation, discuss workarounds and modifications needed, and prompt continuous innovation throughout the implementation phase. This tier also includes a staff implementation training, typically lasting 1–2 hours, which we consider “Staff Care” which can help offset the perception of implementation tasks being feared and perceived as more work. This training can help staff create efficiencies in their work, have the courage to engage in tough conversations, equip them to face challenges and excuses and navigate around competing pressures and workload demands. Tier 3 also includes Citygate conducting an online survey to comprehensively determine implementation ideas and priorities from internal and external stakeholders. As with Tier 1, this will also include a final discussion with the Director to finalize the implementation recommendations.

PROJECT TEAM

The proposed Project Team consists of the following consultants. Full resumes are provided in **Attachment C**.

Stacey Bristow, Project Manager and Local Government Specialist



Ms. Bristow has more than 25 years of experience in high-level management, working with city councils, boards of directors, commissions, developers, unions, communities at large, special districts, and homeowner associations. She has experience in both the public- and private-sector, having served Alameda County for 16 years and the City of Hayward for more than 10 years in a variety of capacities, as well as serving as an Executive Director for West Coast Code Consultants. As Interim Director / Deputy Director for the Development Services Department in Hayward, she was responsible for full operational oversight, leading a team of 62 staff in Planning, Building, Code Enforcement, the Permit Center, and Public Art. As the Neighborhood Partnership Manager in Hayward, she developed and managed the Mural Arts Program, which won the 2011 Helen Putnam Award for Excellence in the area of Community Services and Development. She also facilitated and executed the settlement agreement between Caltrans and various third parties. Before working for the City of Hayward, Ms. Bristow served Alameda County in the roles of Deputy Planning Section Chief in the Office of Emergency Services and Redevelopment Specialist for the County's Community Development Agency.

Ms. Bristow is skilled in crisis management, advanced mediation, and comprehensive facilitation. For more than 35 years, she has served as Chief Executive Officer of Energy Company, which, in part, provides organizational and executive life coaching. She earned a bachelor's degree in Administrative/Criminal Justice from California State University, East Bay (formerly Hayward), and is currently working toward her master's degree in Organizational Leadership and Innovation from Grand Canyon University.

As Project Manager, Ms. Bristow will attend on-site meetings, conduct interviews, perform analysis, identify findings, formulate recommendations, and assist in the preparation and presentation of work products.

Ms. Bristow will be assisted by a consultant who is retiring from his position this spring as a director of community development and community services functions (which includes planning, redevelopment, engineering, capital projects, and building, as well as public works maintenance) for a city and joining Citygate's team of development services consultants. His biography, picture, resume, and project role will be presented to the City once his retirement is public knowledge and prior to the start of this project.

David C. DeRoos, MPA, CMC, Citygate President



Mr. DeRoos is the President of Citygate Associates, LLC and former Deputy Director of the California Redevelopment Association. He earned his undergraduate degree in Political Science/Public Service (Phi Beta Kappa) from the University of California, Davis and holds a Master of Public Administration degree from the University of Southern California. Mr. DeRoos has over five years of operational experience as a local government administrator in land use planning, budgeting, and personnel, and 30 years of consulting experience performing operations and management reviews of local government functions. Prior to joining Citygate in 1991, he was a Senior Manager in the State and Local government consulting division of Ernst & Young. He has worked on and provided oversight for all of Citygate's community development consulting engagements and has directed over 500 engagements.

As President, Mr. DeRoos is responsible for ensuring that the engagement is conducted smoothly and efficiently within the schedule and budget allocated, and that all deliverables meet Citygate's and the client's standard of quality.

Each member of the Project Team adheres to the Code of Ethics adopted by the Institute of Management Consultants (IMC) found in **Attachment A**.

Virtual City Hall – Additional Team Depth

As a "Virtual City Hall," Citygate has expertise across the full array of local government functions. Citygate's team of over 30 consultants, most with a master- or doctoral-level degree and over 25 years of executive public sector experience, possesses expertise in public works, fire services, police services, finance, human resources, information technology, and animal services, among other functions. This deep bench of specialists is available to our Project Team in an advisory capacity on every project!

PROJECT SCHEDULE AND FEES

Citygate Associates is prepared to begin this engagement on June 1 upon execution of a contract. We anticipate this engagement lasting five to six months.

Hourly Consulting Fees

Our charges are based on **actual time** spent by our consultants at their established billing rates, plus an administrative fee in lieu of printing, clerical, and support services related to the engagement. We will perform this project for consulting fees not to exceed the following.

Below, Citygate presents the **core** project fees.

Consulting Fees of Project Team	Administration (7.5% of Hourly Fees)	Reimbursable Expenses	Total Citygate Core Fees
\$50,325	\$3,774	\$6,356	\$60,455

Optional Work Plan Fees

Below, Citygate presents the fees for **optional** Work Plan items presented in our proposal.

Element of Cost	Fees
Council Member Interviews (Task 3)	\$1,720
Employee Survey (Task 3)	\$4,569
Customer Survey (Task 4)	\$4,569
AudMod™ Audio Module (Task 7)	\$2,978
Implementation Support Tiers (Task 8)	
<u>Tier 1</u> 3 videoconferences, 1 meeting w/ Director, no survey	\$6,472
<u>Tier 2</u> 2 videoconferences, 1 on-site session, 1 meeting w/ Director, online survey	\$12,421*
<u>Tier 3</u> 1 on-site think-tank, 2 on-site strategy meetings including staff implementation training, 1 meeting w/ Director, online survey	\$20,439*

* Includes reimbursable travel expenses as follows: Tier 2 (\$1,176 for one trip); Tier 3 (\$3,529 for three trips).

Pricing Approach

The City may find that our proposed Work Plan consists of tasks that are not desired. Citygate always wants to meet or exceed our client's expectations. Therefore, if we have "missed the mark" on our pricing or scoping of this project, we will remain flexible to make reductions to tasks, levels of service, and the budget as needed to achieve the City's desired outcomes.

This price quote is effective for 30 days and includes one Draft Report review cycle as described in Task 7 of our Work Plan to be completed by Citygate and the City within 30 calendar days of delivery of the Draft Report. Additional draft cycles or processing delays requested by the City would be billed in addition to the contracted amount at our time and materials rates. The Draft Report will be considered final if there are no suggested changes within 30 days of the delivery of the Draft Report.

Hourly Rates

Citygate's hourly rates are as follows:

Classification	Rate	Consultant
Citygate President	\$260 per hour	David DeRoos
Project Manager	\$195 per hour	Stacey Bristow
Lead Consultant	\$195 per hour	To Be Announced
Report Project Administrator	\$140 per hour	Various
Administrative Support	\$100 per hour	Various

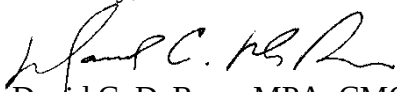
We will invoice monthly for time, reimbursable expenses incurred at actual costs (travel), plus a five percent (7.5%) administration charge in lieu of individual charges for copies, phone, etc. Our invoices are payable within thirty (30) days. Citygate's billing terms are net thirty (30) days plus two percent (2%) for day thirty-one (31) and two percent (2%) per month thereafter. Our practice is to send both our monthly status report and invoice electronically. If we are selected for this project, we will request the email for the appropriate recipients of the electronic documents. Hard copies of these documents will be provided only upon request. We prefer to receive payment by direct deposit, if available.

We request that ten percent (10%) of the project cost be advanced at the execution of the contract, to be used to offset our start-up costs. This advance would be credited to our last invoice.

* * *

As President of the firm, I am authorized to execute a binding contract on behalf of Citygate. Please feel free to contact me at our headquarters office, located in Folsom, California, at (916) 458-5100, extension 101 or via email at dderoos@citygateassociates.com. Please also send emails to admin@citygateassociates.com to ensure a prompt response.

Sincerely,



David C. DeRoos, MPA, CMC, President

cc: Stacey Bristow

Attachments: A. Code of Ethics
B. Citygate Qualifications and References
C. Project Team Resumes

ATTACHMENT A

CODE OF ETHICS

CODE OF ETHICS

CLIENTS

1. We will serve our clients with integrity, competence, and objectivity.
2. We will keep client information and records of client engagements confidential and will use proprietary client information only with the client's permission.
3. We will not take advantage of confidential client information for ourselves or our firms.
4. We will not allow conflicts of interest which provide a competitive advantage to one client through our use of confidential information from another client who is a direct competitor without that competitor's permission.

ENGAGEMENTS

5. We will accept only engagements for which we are qualified by our experience and competence.
6. We will assign staff to client engagements in accord with their experience, knowledge, and expertise.
7. We will immediately acknowledge any influences on our objectivity to our clients and will offer to withdraw from a consulting engagement when our objectivity or integrity may be impaired.

FEES

8. We will agree independently and in advance on the basis for our fees and expenses and will charge fees and expenses that are reasonable, legitimate, and commensurate with the services we deliver and the responsibility we accept.
9. We will disclose to our clients in advance any fees or commissions that we will receive for equipment, supplies or services we recommend to our clients.

PROFESSION

10. We will respect the intellectual property rights of our clients, other consulting firms, and sole practitioners and will not use proprietary information or methodologies without permission.
11. We will not advertise our services in a deceptive manner and will not misrepresent the consulting profession, consulting firms, or sole practitioners.
12. We will report violations of this Code of Ethics.

The Council of Consulting Organizations, Inc. Board of Directors approved this Code of Ethics on January 8, 1991. The Institute of Management Consultants (IMC) is a division of the Council of Consulting Organizations, Inc.

ATTACHMENT B

QUALIFICATIONS AND REFERENCES

QUALIFICATIONS AND REFERENCES

PREVIOUS RELATED PROJECTS COMPLETED

The following are a sample of similar projects Citygate has completed, including for cities with a similar population to Santa Paula. Following the description of our related experience, we provide several references. As the City will learn from our references, Citygate has an outstanding track record with our clients. We strongly encourage the City to call our key project references—they are golden!

City of Goleta, CA – Independent Operational and Organizational Assessment for the Planning and Environmental Review Department

Citygate completed an organizational and operational review of Goleta’s Planning and Environmental Review (PER) Department, with the strategic objective of enhancing organizational operations for current and future needs. Additionally, to help guide the incoming PER Director once that position was filled, the review was also designed to make strategic recommendations that were the most urgent and most achievable given the many pressures and time constraints experienced by the Department and City during that time.

City of Ojai, CA – Independent Management Audit of the Community Development Department

Citygate completed an independent management audit of the Community Development Department for the City of Ojai. The City had several objectives for this audit. First, Citygate assessed Department perceptions from internal and external stakeholders. Next, Citygate evaluated Department practices and performance against best practices and evaluated the Department’s organizational structure, staffing, and workload. Finally, Citygate developed key findings and recommendations to improve Department processes and customer service.

City of Healdsburg, CA – Assessment of the Community Development Center

Citygate completed an assessment of the Community Development Center’s organizational structure, staff capacity, policies, processes, practices, and documentation. Citygate identified findings and formulated recommendations to enhance the capacity of the CDC to deliver its complex array of services in a high-workload environment.

City of West Hollywood, CA – Staffing Analysis and Optimization Plan

Citygate completed a staffing analysis and optimization plan for the City of West Hollywood, California. The scope of the proposed study included an in-depth analysis of the City’s current Planning and Development Services Department and staffing and operations of other City departments, including the creation of a detailed organizational staffing optimization plan, with

the strategic objective of assisting City officials when making important decisions related to services and programs provided to citizens.

Monterey County, CA – Review of the Resource Management Agency

Citygate conducted a review of the Resource Management Agency (RMA) of Monterey County, California. The objective of the study was to review current conditions, analyze opportunities for organizational changes and process improvements that can further enhance customer service, evaluate future service demands, and develop a Strategic Action Plan with a prioritized implementation schedule. Included in this objective was an emphasis on assessing the adequacy and currency of underlying land use and related policies, the allocation and assignment of long range planners versus current planners, and how the current situation and practices may compound difficulties in the backlog of application and permit processing, consistency, reliability, timeliness, and overall customer and stakeholder service delivery and satisfaction. Also included was an analysis of the functions included under the structure of the RMA to determine if there are too many or too few functions.

Salt Lake City, UT – Evaluation of the Implementation of the City’s Building Services Process Review; Review of the City’s Building Services Process; Planning Process Analysis and Other Management Audits

Evaluation of the Implementation of the City’s Building Services Process Review – Citygate assisted Salt Lake City in evaluating the implementation of the building service process review completed by Citygate. This also entailed an analysis of the Building Services division’s performance measurement and management system.

Review of the City’s Building Services Process – Citygate conducted a review of Salt Lake City’s building services process as part of an effort to support economic development. Citygate identified ways to streamline the permitting and approval process; determined the appropriate timeline for permitting and approval of common project types; documented the permitting processes that occur in the City departments beyond Community and Neighborhoods; developed a process to achieve predictability with the private sector by improving consistency in staff responses to inquiries across multiple departments and divisions; and identified structural, technological, and ordinance barriers that create obstacles to a more streamlined, predictable, and transparent process.

Planning Process Analysis – Previously, Citygate completed a two-phase planning process study. Phase one involved conducting extensive interviews regarding the effectiveness of Salt Lake City’s planning program and processes. Based on issues identified in phase one, Citygate performed a detailed analysis of the planning program in phase two.

At the time of Citygate’s hiring, the existing planning issues in Salt Lake City reached crisis proportions and were extensively described in the local press. Citygate was retained in a two-

phase process to identify issues, stabilize the organization, address staff assignments and staff/workload balancing, communicate with the Community Councils, and provide a change-agent role for the Community Development Department. Phase two involved the extensive and detailed analysis of policies, procedures, staffing, and the other core elements of organizational capacity and the formulation of recommendations and an Implementation Plan.

Other Management Audits – Citygate has also separately conducted the following studies: a management audit of the Salt Lake City Engineering Division, a review of Salt Lake City’s general fund Capital Improvement Program, a management and performance audit of the Salt Lake City Redevelopment Agency, and several other engagements.

Each departmental review focused on organizational restructuring as needed; improved allocation of resources and staffing based on workload and the priority of services provided; improved customer, business, and resident services; productivity and cost-reduction measures; process streamlining; revenue generation; and comparison of operations to best practices.

City of San Luis Obispo, CA – Customer Service Consulting for the Community Development Department’s Building and Safety Division; Technical Assistance for Implementation of the Community Development Department’s Strategic Action Plan; Organizational Assessment of the Community Development Department

Customer Service Consulting for the Community Development Department’s Building and Safety Division – Citygate provided customer service consulting services for the Community Development Department’s Building and Safety Division, and in so doing Citygate identified opportunities for improvement and ongoing performance management.

Technical Assistance for Implementation of the Community Development Department’s Strategic Action Plan – Previously, Citygate was selected to assist the City on a two-phase effort to provide technical assistance for implementation of the Community Development Department’s Strategic Action Plan. This project consisted of a review of the “Road Map for Implementation,” integration of the Public Works Department permitting processes, and identification of opportunities to improve efficiency of the City’s development review permitting process.

Organizational Assessment of the Community Development Department – Before these aforementioned projects, Citygate completed an organizational assessment of the San Luis Obispo Community Development Department, including a review of Administration, Development Review, Long-Range Planning, and Building and Safety, as well as a review of the key elements of the City’s Economic Development Program. The Community Development Department has already implemented 90 percent of the recommendations and credits these efforts to maintaining and achieving high levels of service.

City of Grants Pass, OR – Operations Plan for the Community Development Programs

Citygate completed an operations plan for Community Development Programs for the City of Grants Pass, Oregon. The study focused on the operations of the Grants Pass Community Development functions (Planning Services, Building Services, and Parks and Community Development management divisions), an organizational structure review of the Public Works Department, and customer feedback, culminating in an Operations Plan for Community Development functions.

Clark County Community Development Department, WA – Evaluation of Permit Center Operations

Citygate evaluated the permit center operations of the Community Development Department of Clark County, Washington. As part of this study, Citygate analyzed the practices of the Department from the viewpoint of its stakeholders and customers, evaluated internal procedures, reviewed employee development, and examined the current budget and funding levels.

Clark County, WA – Fees/Charges and Cost Recovery Review for Community Development Department Activities

Citygate completed a fees/charges and cost recovery review for the following Community Development Department programs in Clark County, Washington: Building Safety, Permit Center, Development Engineering, Fire Marshal, Land Use Review, Wetland and Habitat Review, and Administration (includes business technology). The goal of this study was for Citygate to review the overall financial operation of Department programs and provide recommendations for revenue enhancement (fees and charges review) or cost reduction to help make the Department operation more self-supporting, achieving full cost-recovery if possible. Citygate assessed the impact and resolution of fee latency (delayed or lost) for receiving revenues (primarily applicable to Wetland and Habitat Review and Land Use Review programs).

San Diego County, CA – Culture/Organizational Change; Analysis of Reorganizational Structures; Organizational Analysis of the Department of Planning and Land Use

Culture/Organizational Change – Citygate assisted the County of San Diego’s newly-formed Planning and Development Services Department with an organizational change management program emphasizing customer-centric service.

Analysis of Reorganizational Structures – In 2012, Citygate was retained to develop and analyze reorganizational structures of the departments and functions involved in the County’s development permit review process as they prepared for relocation to a new facility. Citygate’s review focused on identifying a customer-friendly and cost-effective approach to organizing the functions and departments around the development permit review process, rather than having the process adapt to the existing and historical multi-departmental operational silos.

Organizational Analysis of the Department of Planning and Land Use – In 2008, Citygate completed an organizational and functional analysis of the Department of Planning and Land Use (DPLU) and associated land development services to ensure the most efficient use of staff time and resources, improve customer service, improve the quality and completeness of work, and ensure that the land development process promotes safe and livable communities. To accomplish these objectives, Citygate analyzed the policies, procedures, management, and operations of the programs and designed improvements for the future. Permitting processes included the provision of all utilities and also involved the engineering functions within the Public Works Department and the Land Development Division. As part of Citygate’s review, an employee survey was conducted, as well as a customer survey, and recommendations were made for improving the Department’s existing customer satisfaction survey forms.

Many challenges affected the DPLU, including a need to streamline internal processes and provide seamless processing as permits moved between departments and agencies, create more reliable and predictable regulatory outcomes, improve staff productivity and accountability, and enhance relationships within the development community, with local residents, and with special interest stakeholders.

Citygate provided nearly 80 recommendations to improve organizational capacity and clarify strategic direction; provide appropriate performance measurements to monitor productivity of customer service delivery, the organization as a whole, and individual staff; reorganize the structure to better align reporting relationships and decision making and to streamline processes; and identify opportunities to generate more revenue to offset operating costs. Citygate’s recommendations enhanced organizational productivity and prepared the Department for significant downsizing.

Sacramento County, CA – *Performance Audit of Planning and DERA*

Citygate completed a performance audit of Sacramento County’s Planning and Environmental Review and Assessment departments. This study provided an independent, objective, rigorously analytical analysis of the policies, procedures, management, and operations of the programs and designed a constructive, forward-looking, and creative strategy for improvement. This project involved a standard performance audit, including how to support the Municipal Services Agency’s goal to decentralize planning functions and empower neighborhood involvement through the expanded use of Community Planning Councils and other methods. Extensive stakeholder, resident, applicant, and employee contact was achieved through interviews, focus groups, and internet-based surveys. Citygate also identified best practices in other communities, reviewed performance indicators, and developed recommendations for improvement.

In addition to enhancing applicant and residential services, the streamlining, improved leveraging of available technology, and staff productivity enhancements prepared the Department for improved staff accountability and performance metrics, as well as reliably/predictably enhancing the quality of customer service goals.

City of Vista, CA – Performance Audit of the Development Review Process

Citygate was also asked to conduct a performance audit of the City of Vista’s development review process. The scope of the study included the program areas of building, planning, engineering, inspection services, and other municipal functions that relate to the development review process. As part of Citygate’s review, a customer survey was conducted, as well as an employee survey.

City of Salinas, CA – Organizational Analysis and Strategic Plan Development for Community and Economic Development Department

Citygate completed an organizational analysis and developed a Strategic Plan for the City of Salinas Community and Economic Development Department, including the Permit Center and Planning Division. The objective of this study was to review current conditions, evaluate future service demands, analyze opportunities for organizational changes and process improvements to further enhance customer services, and develop a strategic action plan with a prioritized implementation schedule.

City of Sonora, CA – Organizational Review and Budget Stabilization Study

Citygate is currently conducting an organizational review and budget stabilization assessment for the City of Sonora, California, with the purpose of developing a strategic, goal-focused, sustainable budget strategy. The project will include the following: Steering Committee participation, strategic goal setting, community and Council participation, an organizational review, a budget stabilization study, an alternative analysis, and an implementation plan.

City of San Juan Bautista, CA – Observational Organizational and Financial Review

Citygate is currently conducting a strategic planning facilitation session and Citywide organizational review, including financial and law enforcement reviews, for the City of San Juan Bautista, California. The project involves performing a high-level organizational assessment, reviewing fiscal information, updating financial spreadsheets, and developing and presenting a high-level fiscal review as a part of Citygate’s strategic planning process. Citygate will also evaluate the City’s contract with the Sheriff’s Office and recommend policy strategies to the City Council, and facilitate a strategic planning session to assist with the development of vision and mission statements, identifying City strategic goals (with core priorities and objectives), and developing a five-year strategic plan.

CITYGATE CLIENT REFERENCES

City of West Hollywood, CA – Staffing Analysis and Optimization Plan

Contact: David Wilson, City Manager

Email: dwilson@weho.org

Phone: (323) 848-6524

Address: 8300 Santa Monica Blvd, West Hollywood, CA 90069

Monterey County, CA – Review of the Resource Management Agency

Contact: Nick Chiulos, County of Monterey Assistant County Administrative Officer

Email: chiulosn@co.monterey.ca.us

Phone: (831) 682-5772

Address: 168 West Alisal Street, 3rd Floor, Salinas, CA 93901

Salt Lake City, UT – Evaluation of the Implementation of the City's Building Services Process Review; Review of the City's Building Services Process; Planning Process Analysis and Other Management Audits

Contact: Ms. Cindy Gust-Jenson, Office of City Council

Email: cindy.gust-jenson@slcgov.com

Phone: (801) 535-6209

Address: 451 S. State St., Room 304, Salt Lake City, UT 84111

ATTACHMENT C

PROJECT TEAM RESUMES

Ms. Bristow has more than 25 years of experience in high-level local government management. She has experience in both the public- and private-sector, having served Alameda County for 16 years and the City of Hayward for more than 10 years in a variety of capacities, and has extensive experience with city councils, boards of directors, commissions, developers, unions, communities at large, special districts, and homeowner associations. Ms. Bristow most recently served in the roles of Interim Director and Deputy Director of Development Services for the City of Hayward, and was responsible for full operational oversight, leading a team of 62 FTEs and 12 consultants in Planning, Building, Code Enforcement, the Permit Center, Rental Housing, and Public Art. In this position, she served as chair of the Citywide Complete Communities Strategic Initiatives and First Destination Park. She also served as executive team member for City Council Strategic Priorities and two city master plans, and was responsible for 20-year General Plan development and implementation of more than 100 development projects and a downtown-specific plan and two master plans.

Previously, as the Neighborhood Partnership Manager in Hayward, she developed and managed Code Enforcement, Rental Housing, 17 programs, citywide project management, fee assessments, special projects including citywide strategic initiatives, community events, and tax initiatives. She also served over 15 boards, commissions, and task forces, developed and led numerous citywide special events, developed and led over 20 innovation teams, and led the development of the citywide Mural Arts Program, which won the 2011 Helen Putnam Award for Excellence in the area of Community Services and Development. She also facilitated and executed the unprecedented lawsuit settlement agreement between Caltrans and 255 third parties. Before working for the City of Hayward, Ms. Bristow served Alameda County in the roles of Deputy Planning Section Chief in the Office of Emergency Services and Redevelopment Specialist for the County's Community Development Agency.

Ms. Bristow is skilled in crisis management, advanced mediation, and comprehensive facilitation. For more than 35 years, she has served as Chief Executive Officer of Energy Company, which, in part, provides organizational and executive life coaching, consulting and executive retreats. She also served as an Executive Director for West Coast Code Consultants. She earned a bachelor's degree in Administrative/Criminal Justice from California State University, East Bay (formerly Hayward), and is currently working on her master's degree in Organizational Leadership and Innovation from Grand Canyon University.

Relevant Experience:

- ◆ Serving as a Project Manager to perform a strategic planning facilitation session and Citywide organizational review, including financial and law enforcement reviews, for the City of San Juan Bautista, California.
- ◆ Serving as a Project Manager to perform an organizational review and budget stabilization assessment for the City of Sonora, California, with the purpose of developing a strategic, goal-focused, sustainable budget strategy.
- ◆ Serving as Community Development Specialist for a Parks, Recreation, and Open Space Master Plan for the City of Reno, Nevada. Citygate is serving as a subcontractor to Stantec.

Employment:

Energy Company

1986–Present

Chief Executive Officer

- ◆ Provides organizational and executive life coaching; leads trainings and workshops for corporate, private, and group events in wellness, servant-leadership, innovation, and strategic initiatives

West Coast Code Consultants

December 2018–April 2019

Executive Director

- ◆ Responsible for strategic initiatives, organizational assessments, capitol allocation and growth, and leadership training
 - Developed and led two new departments, established an executive training program, new website development, think tanks, and employee engagement.

Development Services Department, Hayward, California

January 2013–December 2018

Interim Director / Deputy Director

- ◆ Responsible for full operational oversight, leading a team of 62 staff in Planning, Building, Code Enforcement, the Permit Center, and Public Art; served as lead in developing and implementing high-impact programs, special projects, ordinances, and policies through health and safety regulations and zoning/land-use guidelines, resulting in significant economic growth and thriving communities; fostered key partnerships between management, executive team, labor groups, departments, City Council / boards, community stakeholders, nonprofits, consultants, the state, county and local jurisdictions, and staff; managed of budget of \$9.5M.
 - Served as chair of Citywide Complete Communities Strategic Initiatives and First Destination Park.
 - Served as executive team member for City Council Strategic Priorities and two city master plans.
 - Responsible for 20-year General Plan development and implementation of more than 100 development projects and a downtown-specific plan and two master plans.
 - Led dozens of employees and community engagement surveys and action plans.
 - Served as City Plans Section Chief for the City’s Emergency Operations Center, as well as assistant to the County EOC Director for 14 years.
 - Developed/led 21 innovation projects/teams, resulting in significant expedited processes, improved employee and civic engagement, ordinance development, marketing, and development project entitlements.
 - Reduced department expenditures by 3 percent and increased department revenues by \$2.3M annually.

- Appointed to Community Benefit District Board, Successor Agency Oversight Board, Management Union Board, Downtown Business Improvement Area Board, and the Keep Hayward Clean and Green Task Force, as well as four ad-hoc teams and the South Hayward BART JPA.
- Developed and presented more than 200 reports to the City Council, commissions, task forces, committees, and community groups.
- Led a departmental health initiative, which included dozens of team-building events and service enhancement trainings.
- Developed then trained over 60 municipalities in adopting Mural Art Programs, and reduced graffiti by 60 percent Citywide. Led art docent, product line, adopting program, partnership development, and volunteer program.
- Led dozens of contractual negotiations with various organizations and key developers for numerous catalyst projects.
- Served as executive team member for the successful passing of two utility users tax initiatives.
- Served as team lead and negotiator for passing of Downtown Community Benefit District, resulting in \$700K initial annual tax revenue.
- Developed hiring and service philosophies that increased employee retention by 75 percent.
- Led for 13 Landscape Lighting Districts including budget and community meetings.
- Implemented ERP system and upgraded technology programs Citywide and for Code and Housing programs.
- Led and Developed dozens of new ordinances and programs including Cannabis, Tobacco, and Abatements.

City Manager's Office, Hayward, California

2008–2012

Neighborhood Partnership Manager

- ◆ Served as a leadership team member for the Citywide Neighborhood Partnership Program to create trust, build community connections, and foster creative problem solving to address unique challenges for over 60 associations including follow up and implementation; additional special community projects assigned by City Manager included cannabis and tobacco programs.
- Facilitated and executed the settlement agreement with the Caltrans Commission and various departments, the results of a federal lawsuit relating to the 238 Bypass Corridor project between the City, Caltrans, 255 Caltrans tenant representatives, and tenant council; facilitated meetings and the negotiations of home purchases, maintenance, loans, and modifications to the agreement; managed a budget of \$12M.

- Developed and managed the Mural Art Program, which won the 2011 Helen Putnam Award for Excellence, increased the number of volunteers by 2,000 and created over 20 new jobs, generated General Fund savings over \$240,000 annually, and developed new partnerships with businesses, nonprofits, and public agencies.
- Led Development Services Departmental assessment and implementation, resulting in an increase of 75 percent in customer satisfaction and a 25 percent increase in timeline predictability; advanced inter-departmental and organizational partnerships; served as Community Mediator Liaison.
- Oversaw Code Enforcement, Rental Housing, and development of 17 programs; developed and led four downtown wine strolls.
- Served as executive team member for \$80M new downtown library.
- Developed a 2-year, 24-step staff development and engagement program.

Alameda County Community Development Agency

1994–2008

Deputy Planning Section Chief

Redevelopment Specialist

Senior Code Enforcement Officer

Served on Five Commissions and Task Forces

Alameda County Sheriff's Department

1992–1994

Emergency Services Dispatcher (Police, Fire, Ambulance, 911, Animal Control, Mutual Aid)

City of Hayward

1983–1986

Police Explorer

- ◆ Graduated with the rank of Lieutenant

Education and Certificates:

- ◆ Senior Executive Program Public Policy, Harvard Kennedy School – 2018
- ◆ Local Executive Government Program, Stanford University – 2016
- ◆ Bachelor of Science in in Administrative/Criminal Justice, California State University, East Bay – 1992
- ◆ Strategic Management of Public Organizations Executive Program, University of California, Berkeley

Honors and Awards:

- ◆ Helen Putnam Award for Excellence in Community Services and Economic Development, California League of Cities – 2011
- ◆ Innovation Award for Public Mural Art Program from the California Association of Code Enforcement Officers (CACEO) – 2012

Mr. DeRoos is the President of Citygate Associates, LLC and former Deputy Director of the California Redevelopment Association. He earned his undergraduate degree in political science / public service (Phi Beta Kappa) from the University of California, Davis, and he holds a master's degree in public administration from the University of Southern California. Mr. DeRoos has over five years of operational experience as a local government administrator in land use planning, budgeting, and personnel and 30 years of consulting experience performing operations and management reviews of local government functions. Prior to joining Citygate in 1991, he was a Senior Manager in the State and Local Government Consulting Division of Ernst & Young.

Relevant Experience:

- ◆ For all Citygate projects, Mr. DeRoos reviews work products and is responsible for ensuring that each project is conducted smoothly and efficiently within the schedule and budget allocated and that the project deliverables are in conformance to Citygate's quality standards.
- ◆ Served in an oversight capacity to perform an organizational and operational review of Goleta's Planning and Environmental Review Department, with the strategic objective of enhancing organizational operations for current and future needs.
- ◆ Served in an oversight capacity for an independent management audit of the Community Development Department for the City of Ojai, California.
- ◆ Served in an oversight capacity for an assessment of the Community Development Center and review the building functions for the City of Healdsburg, California.
- ◆ Served in an oversight capacity for a staffing analysis and optimization plan for the City of West Hollywood, California, including an in-depth analysis of the City's current Planning and Development Services Department.
- ◆ Served in an oversight capacity for a review of the Resource Management Agency of Monterey County, California. The objective of the study was to review current conditions, analyze opportunities for organizational changes and process improvements that can further enhance customer service, evaluate future service demands, and develop a Strategic Action Plan with a prioritized implementation schedule.
- ◆ Served in an oversight capacity to evaluate the implementation of the building services process review previously performed for Salt Lake City.
- ◆ Served in an oversight capacity to perform a review of the Salt Lake City's building services process.
- ◆ Served in an oversight capacity to provide customer service consulting for the Community Development Department's Building and Safety Division for the City of San Luis Obispo, California.
- ◆ Served in an oversight capacity for an organizational assessment of the City of San Luis Obispo Community Development Department.

-
- ◆ Served in an oversight capacity to perform an operations plan for community development programs for the City of Grants Pass, Oregon.
 - ◆ Served in an oversight capacity to perform an evaluation of Permit Center operations for Clark County, Washington, reviewing service levels and standards, performance measures, performance reporting, and the employee performance management system for alignment with stakeholder and customer expectations. Citygate previously performed a very similar a project to analyze the Permit Center operations and service delivery.
 - ◆ Served in an oversight capacity to conduct a fees/charges and cost recovery review for Community Development Department activities for Clark County, Washington.
 - ◆ Served in an oversight capacity for Citygate's organizational and functional analysis of the Department of Planning and Land Use and associated land development services for San Diego County. As a follow-up study, Citygate was retained to conduct an analysis of organizational alternatives to improve the development permit review process and improve the customer experience.
 - ◆ Served in an oversight capacity for Citygate's performance audit of Sacramento County's Planning and Environmental Review Department and Assessment Department, including the Public Projects Division, which performs environmental review for projects initiated by public agencies, such as water supply, drainage, wastewater conveyance and treatment, transportation, airport, solid waste management, building design, park master plans, grading permits, and infrastructure financing.
 - ◆ Served in an oversight capacity as Project Director for Citygate's performance audit of the City of Vista's development review process, including the program areas of building, planning, engineering, inspection services, and other municipal functions that relate to the Development Review Process.
 - ◆ Served in an oversight capacity for an organizational analysis and strategic plan for the Community and Economic Development Department for the City of Salinas, California.
 - ◆ Serving in an oversight capacity for a strategic planning facilitation session and Citywide organizational review, including financial and law enforcement reviews, for the City of San Juan Bautista, California.
 - ◆ Serving in an oversight capacity for an organizational review and budget stabilization assessment for the City of Sonora, California, with the purpose of developing a strategic, goal-focused, sustainable budget strategy.
 - ◆ Serving in an oversight capacity for a Parks, Recreation, and Open Space Master Plan for the City of Reno, Nevada. Citygate is serving as a subcontractor to Stantec.

Mr. DeRoos is a member of several professional and civic associations. He has taught for the UC Davis Extension College and for graduate classes in public administration, administrative theory, and labor relations for Golden Gate University and nonprofit and association management for the University of Southern California. He speaks and trains frequently on the topic of leadership, character, and values and has also been a speaker for the American Planning Association (APA),

written for the California APA newsletter and the California Redevelopment Journal, and has been a speaker on redevelopment, base closures, and related issues across the US. Mr. DeRoos holds a certificate in public sector labor management relations from UC Davis and is a Certified Management Consultant (CMC).

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Clete Saunier, Public Works Director

Subject: GEOLOGIC HAZARD ABATEMENT DISTRICT ASSESSMENT

Date: June 7, 2023

Agenda Item: 10.A

RECOMMENDATION:

Staff recommends that the GHAD Board of Directors:

1. Conduct a public hearing on the proposed assessment for the Santa Paula Geologic Hazard Abatement District;
2. Adopt Resolution No.7457 approving the fiscal year 2023/2024 budget and extending a **\$1,246** assessment levy per residential parcel onto the fiscal year 2023/2024 tax roll for the Santa Paula Geologic Hazard Abatement District.

Presented by: Clete J. Saunier, Public Works Director

BACKGROUND:

In 2008, the Santa Paula City Council formed the Santa Paula Geologic Hazard Abatement District (GHAD). Annually, the members of the City Council convene as the District Board, which is required to set the assessment necessary to fund the maintenance and repair of the drainage, open space, and geologic slope stabilization facilities. For Fiscal Year 2023/2024, the maximum assessment limit is **\$2,058.15** for the Santa Paula GHAD.

Staff reviewed the draft Fiscal Year (FY) 2023/2024 GHAD budget with the GHAD's manager to set the assessment level for the next fiscal year. After reviewing the FY 2023/2024 proposed budget and reserve account balance, staff ultimately concluded to set the assessment amount for Fiscal Year 2023/2024 at **\$1,246**. At that assessment level, the reserve balance at the end of Fiscal Year 2023/2024 is projected to be **\$661,992**. The District Board's approval of Resolution No.7457 sets the assessment at **\$1,246** per residential parcel for FY 2023/2024.

ANALYSIS:

None. This is an annual budget and assessment for the Geologic Hazard Abatement District Program.

STRATEGIC PLAN:

This item is not a goal or objective in City Council's two-year Strategic Plan; however, by adopting this assessment, these funds will be used by the District Engineer to maintain the GHAD Program on behalf of the benefit area residents.

FISCAL IMPACTS:

The Fiscal Year 2022/23 assessment totals **\$93,450** for seventy-five residential parcels with the Santa Paula GHAD. The County of Ventura Assessor's Office collects the assessments. In addition to the assessment total for FY 2023/24, the interest on the District's reserves is estimated at about **\$10,750**.

The Fiscal Year 2022/23 and 2023/24 projected ending fund balances with proposed expenditures are as follows:

Current Assessment (December 2022 Property Taxes)

Beginning Fund Balance (July 1, 2022).....	\$543,585
FY 2022/2023 Estimated Revenue.....	\$105,500
FY 2022/2023 Estimated Expenditures.....	(\$34,254)
Estimated Fund Balance (June 30, 2023)...	\$614,831
FY 2023/2024 Estimated Revenue.....	\$104,200
FY 2023/2024 Estimated Expenditures....	(\$57,109)
Estimated Fund Balance (June 30, 2024)...	\$661,992

OPTIONS:

The Board has the following available alternative option to staff's recommendations:

1. Do not adopt Resolution No.7457 approving the FY 2023/2024 budget and placing a **\$1,246** per parcel assessment onto the December 2023 tax roll for the Santa Paula GHAD. This would hinder the Santa Paula GHAD from providing preventive maintenance and operations such as slope stabilization and erosion protection. Furthermore, this would reduce the GHAD reserve which is intended to fund unanticipated expenses that may occur.

ATTACHMENTS:

[Exhibit A - Resolution No. 7457.pdf](#)

[Exhibit B - Santa Paula GHAD FY 23-24 Budget.pdf](#)

[Exhibit C - 2023_NOTICE OF PUBLIC HEARING - GHAD.pdf](#)

EXHIBIT A

RESOLUTION NO. 7457

A RESOLUTION ADOPTED BY THE BOARD OF DIRECTORS FOR
THE SANTA PAULA GEOLOGIC HAZARD ABATEMENT
DISTRICT

RESOLUTION NO. 7457

A RESOLUTION ADOPTED BY THE BOARD OF DIRECTORS FOR THE SANTA PAULA GEOLOGIC HAZARD ABATEMENT DISTRICT LEVYING ASSESSMENTS WITHIN THE DISTRICT.

The Board of Directors of the Santa Paula Geologic Hazard Abatement District does resolve as follows:

SECTION 1:The Board of Directors finds as follows:

- A. The Santa Paula Geologic Hazard Abatement District ("GHAD") was established for the purpose of preventing, mitigating, abating and controlling geologic hazards, pursuant to Public Resources Code §§ 26500, *et seq.*
- B. The GHAD Board of Directors was presented with an Engineer's Report for the District prepared by a registered professional engineer certified in the State of California in compliance with Public Resources Code § 26651(a) and § 4(b) of Article XIII(D) of the California Constitution. The Engineer's Report, entitled Engineer's Report for Santa Paula Geologic Hazard Abatement District and dated March 31, 2008 and revised May 1, 2008, was adopted by the Board pursuant to GHAD Resolution No. 1 on June 2, 2008, and is incorporated herein by reference.
- C. The Engineer's Report describes the administration, monitoring and maintenance of improvements related to geologic hazards management within the Santa Paula GHAD and explains the estimated budget, the total assessment that will be chargeable to the entire Santa Paula GHAD, the assessment to be levied against each parcel of property within the boundaries of the Santa Paula GHAD, and a description of the method used in formulating the assessment.
- D. The GHAD Board of Directors approved the Engineer's Report pursuant to GHAD Resolution No. 1 and found that a reliable source of funding is required to pay for the cost and expenses of maintaining and operating GHAD improvements acquired or constructed for the GHAD pursuant to Public Resources Code §§ 26500, *et seq.*
- E. The special benefit derived from the GHAD by each parcel is proportionate to the entire costs of the GHAD, and the amount of the assessment is proportional to, and no greater than, the benefits conferred on each parcel. The assessment does not exceed the reasonable cost of the proportional special benefit conferred on each parcel.

- F. Public Resources Code §§ 26650, *et seq.* authorize, after a noticed public hearing, the levy and collection of an assessment upon specially benefited property within the GHAD to pay for the maintenance and operation of GHAD improvements. Article XIID of the California Constitution ("Proposition 218") imposes additional requirements for the levy and collection of an assessment.
- G. On July 28, 2008, the Board held a public hearing to consider the results of a protest proceeding conducted in accordance with California Constitution Article XIID, § 4. Because the valid number of protests received by the GHAD did not represent a majority protest, the Board was authorized to levy the assessment.
- H. Based on the Engineer's Report, the original assessment was set at a limit of \$1,414.00 per residential unit which may be adjusted annually based on the Consumer Price Index (CPI) for the Los Angeles-Long Beach-Anaheim area, which in 2023 would be \$2,058.15 per unit.
- I. By this Resolution, the Board intends to levy an assessment of \$1,246 per unit against each parcel of property within the boundaries of the Santa Paula GHAD for FY 2023/24, the same as prior FY 2022/23.
- J. Because there is no increase in the assessment and the Board complied with the initial notice, protest, and hearing requirements, under Government Code § 53735.5, such requirements do not apply to this proposed assessment.

SECTION 2: The Board of Directors orders the levy and collection of an annual assessment against the lots and parcels within Santa Paula GHAD of **\$1,246.00** per residential parcel for Fiscal Year 2023/2024.

SECTION 3: The Board of Directors directs the Clerk to file, in the office of the County Recorder for the County of Ventura, a copy of the assessment diagram, and comply with all other requirements set forth in Public Resources Code § 26654 and Streets and Highways Code § 3114.

SECTION 4: The assessment will be collected by the County Tax Collector in accordance with the procedures set forth in Public Resources Code § 26654.

SECTION 5: The revenues received by the GHAD as a result of the assessments to be levied pursuant to this Resolution will be placed in a fund identified as the "Santa Paula Geologic Hazard Abatement District Fund." Payments from this fund can only be used in accordance with applicable law.

SECTION 6: The Board finds that levying assessments on the lots and parcels within Santa Paula GHAD is exempt from environmental review under Public Resources Code §§ 26601 and 21080(b)(4), as the California Environmental Quality Act does

not apply to actions necessary to prevent or mitigate an emergency and all activities in furtherance of the GHAD are deemed necessary to prevent or mitigate an emergency.

SECTION 7: This Resolution will take effect immediately upon adoption.

PASSED AND ADOPTED this 7th day of June, 2023

Andy Sobel, Mayor

ATTEST:

Julie Latshaw, City Clerk

APPROVED AS TO FORM:

Monica Castillo, Interim City Attorney

APPROVED AS TO CONTENT:

Dan Singer, City Manager

EXHIBIT B

**SANTA PAULA GEOLOGIC HAZARD ABATEMENT
DISTRICT PROGRAM BUDGET FOR FISCAL YEAR 2023/2024**

**SANTA PAULA GEOLOGIC HAZARD ABATEMENT DISTRICT
PROGRAM BUDGET FOR FISCAL YEAR 2023/24**

May 26, 2023

Santa Paula Geologic Hazard Abatement District Board of Directors

Chair Andy Sobel
Vice Chair Leslie Cornejo
Boardmember Jenny Crosswhite
Boardmember Pedro Chavez
Boardmember Carlos Juarez

Santa Paula Geologic Hazard Abatement District
970 East Ventura Street
Santa Paula, CA 93060-3637

Subject: Santa Paula Geologic Hazard Abatement District
Ridgeview at Vista Glen
Santa Paula, California

PROGRAM BUDGET FOR FISCAL YEAR 2023/24

Dear Chair Sobel and Boardmembers:

Attached is the program budget for the Santa Paula Geologic Hazard Abatement District (GHAD) for Fiscal Year (FY) 2023/24. The proposed program budget is \$57,109. The budget expenses break down into the following approximate percentages of the total revenue.

Major Repair	0 percent
Preventive Maintenance and Operations	38 percent
Special Projects	0 percent
Administration and Accounting	9 percent
Additional - Outside Professional Services.....	8 percent
Reserve	45 percent

The budget anticipates FY 2023/24 revenue of \$104,200 with an estimated contribution of \$47,091 to the reserve fund. A summary of the expenses is shown in Table 2, followed by a brief description of each budget item on the following pages.

If you have any questions regarding the contents of this letter, please contact us.

Sincerely,

Santa Paula Geologic Hazard Abatement District
ENGE[®]O Incorporated, GHAD Manager
ENGE[®]O Project No. 7290.002.022

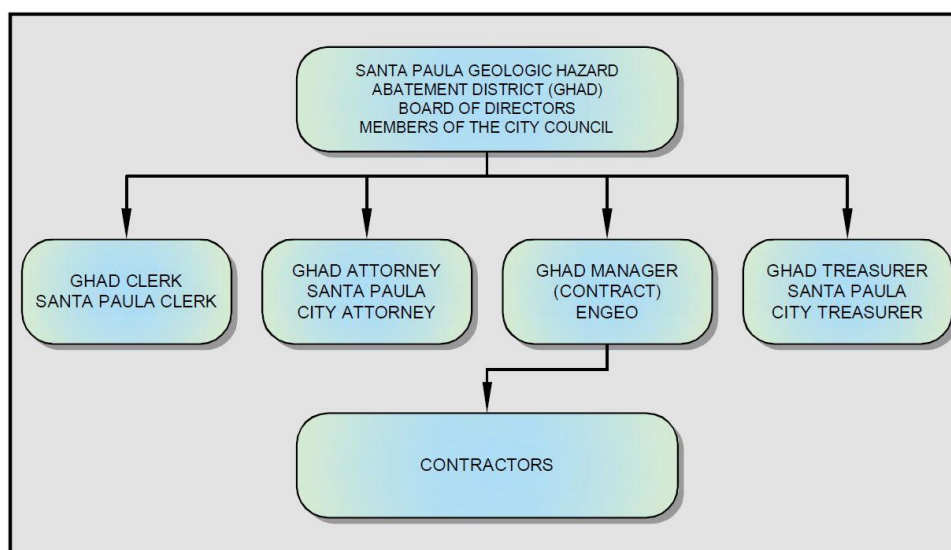

Haley Ralston
Uri Eliahu

hjr/ue/cjn

SANTA PAULA GEOLOGIC HAZARD ABATEMENT DISTRICT PROPOSED PROGRAM BUDGET FISCAL YEAR 2023/2024

The following proposed program budget summarizes the anticipated revenues and expenditures for fiscal year (FY) 2023/24 for the Santa Paula Geologic Hazard Abatement District (GHAD), which currently includes the Ridgeview at Vista Glen ("Ridgeview") development. The structure of the Santa Paula GHAD is shown below.

EXHIBIT 1: Santa Paula GHAD Structure



The GHAD has had monitoring and maintenance responsibilities within the Ridgeview development since 2016 when the GHAD Board of Directors adopted Resolution No. 6974 accepting responsibility for GHAD-maintained improvements.

REVENUE

The GHAD is funded through real property assessments. The initial assessment limit was approved by the Board of Directors with the adoption of Resolution 2008-03(G) on July 28, 2008, at \$1,414. The assessment limit is adjusted annually on April 30 to reflect the percentage change in the Los Angeles-Long Beach-Anaheim Consumer Price Index (CPI) for All Urban Consumers. For fiscal year (FY) 2023/24, the assessment limit increased by 3.82 percent to reflect an increase in the CPI.

The annual assessment limits are as follows.

TABLE 1: CPI Adjustments

FISCAL YEAR	LOS ANGELES CPI (APRIL/APRIL)	ASSESSMENT LIMIT	ANNUAL ASSESSMENT LEVY
2008/2009		\$1,414.00	\$1,414.00
2009/2010	-1.31%	\$1,395.54	\$1,414.00
2010/2011	1.90%	\$1,422.13	\$1,414.00
2011/2012	3.28%	\$1,468.73	\$1,414.00
2012/2013	1.52%	\$1,491.06	\$1,414.00
2013/2014	0.92%	\$1,504.76	\$1,414.00

FISCAL YEAR	LOS ANGELES CPI (APRIL/APRIL)	ASSESSMENT LIMIT	ANNUAL ASSESSMENT LEVY
2014/2015	1.42%	\$1,526.13	\$1,414.00
2015/2016	0.47%	\$1,533.25	\$1,414.00
2016/2017	1.97%	\$1,574.01	\$1,414.00
2017/2018	2.66%	\$1,605.03	\$1,112.00
2018/2019	3.97%	\$1,668.76	\$1,156.00
2019/2020	3.34%	\$1,724.47	\$1,194.00
2020/2021	0.70%	\$1,782.04	\$1,202.00
2021/2022	3.61%	\$1,846.35	\$1,246.00
2022/2023	7.87%	\$1,991.66	\$1,246.00
2023/2024	3.82%	\$2,058.15	\$1,246.00

For the 2022/23 FY, 75 parcels were subject to the levy of GHAD assessments. The Santa Paula GHAD assessment roll for FY 2022/23 totaled \$93,450 and is proposed to remain the same for FY 2023/24, as the same assessment levy is proposed for FY 2022/23. In addition, as shown on Graph 1, the rate of accumulation towards the target reserve remains above the projected estimates in the approved 2008 Engineer's Report.

EXPENSES

The budget amounts listed are based on the Engineer's Reports approved by the Santa Paula GHAD Board of Directors in 2008. The budget amounts have been inflation adjusted to maintain a constant dollar value in the listed budget estimates. The budget is divided into four categories including Major Repair, Preventive Maintenance and Operations, Special Projects, and Administration and Accounting. As needed, the GHAD Manager may, in its discretion, reallocate funds within the budget.

MAJOR REPAIR

Included within the major repair category are those repair or improvement projects that are intermittent and, by their nature, do not fit within a scheduled maintenance program. Minor slope repair and erosion control items are generally funded within the Preventive Maintenance and Operations category. For the purposes of this budget, we define major repairs as those estimated at over \$50,000.

PREVENTIVE MAINTENANCE AND OPERATIONS

Preventive maintenance and operations include slope stabilization, erosion protection, and professional services within the District. Professional services include site-monitoring as specified in the GHAD Plan of Control. Slope stabilization and erosion protection responsibilities include the open-space slopes. GHAD-maintained improvements generally include detention and water-quality improvements, concrete-lined drainage ditches, retaining walls, splash walls, Geobrug screen walls, subdrains, storm drain facilities, and vegetation management for fire suppression (Parcel "C" only, which is a GHAD-owned parcel).

SPECIAL PROJECTS

The Special Projects category allows the GHAD to budget for projects beneficial to the GHAD that do not fit into one of the other three categories. Although not proposed in the FY 2023/24 budget, special projects can include items such as global position system (GPS)/geographic information

system (GIS) development for GHAD-maintained improvements, website development and maintenance, and reserve studies to reevaluate the financial condition of the GHAD.

ADMINISTRATION AND ACCOUNTING

This category includes administrative expenses for tasks of the GHAD Manager, clerical, and accounting staff related to the operation and administration of the GHAD.

TABLE 2: Summary of Use of Funds

USE OF FUNDS				
	FY 2022/23 ESTIMATE*	FY 2022/23 BUDGET	FY 2023/24 PROPOSED	PERCENT CHANGE FROM FY 2022/23
MAJOR REPAIRS				
Subtotal	\$0	\$0	\$0	0.0%
PREVENTIVE MAINTENANCE AND OPERATIONS – PROFESSIONAL SERVICES				
Open Space Scheduled Monitoring Events	\$9,000	\$9,000	\$9,400	
Heavy Rainfall Monitoring Events	N/A	N/A	\$3,000	
Subtotal	\$9,000	\$9,000	\$12,400	37.8%
PREVENTIVE MAINTENANCE AND OPERATIONS – MAINTENANCE AND OPERATIONS				
Sediment Removal Concrete Structures	\$3,720	\$3,750	\$3,800	
Maintenance Stormwater Improvements	\$0	\$2,700	\$2,700	
Vegetation Management and Revegetation	\$5,350	\$5,500	\$5,600	
Subdrain Outlets	\$0	\$2,000	\$2,000	
Slope Stabilization and Erosion Repairs	\$0	\$12,500	\$13,000	
Subtotal	\$9,070	\$35,450	\$39,500	11.4%
SPECIAL PROJECTS				
Subtotal	\$0	\$0	\$0	0.0%
ADMINISTRATION AND ACCOUNTING				
Administration – City of Santa Paula to GHAD	\$3,000	\$3,700	\$3,800	
GHAD Manager	\$4,500	\$4,500	\$4,800	
Subtotal	\$7,500	\$8,200	\$8,600	3.3%
PROFESSIONAL SERVICES – NON-TECHNICAL				
GHAD Manager – Contracting and Oversight	\$5,000	\$5,000	\$5,200	
GHAD Manager – Consultation and Meetings	\$2,200	\$2,200	\$2,300	
Treasurer	\$583	\$583	\$600	
Ventura County Assessor's Fees	\$282	\$282	\$290	
California Association of GHADs Membership	\$119	\$119	\$119	
Insurance – General Liability	\$500	\$500	\$500	
Subtotal	\$8,684	\$8,684	\$9,009	3.8%

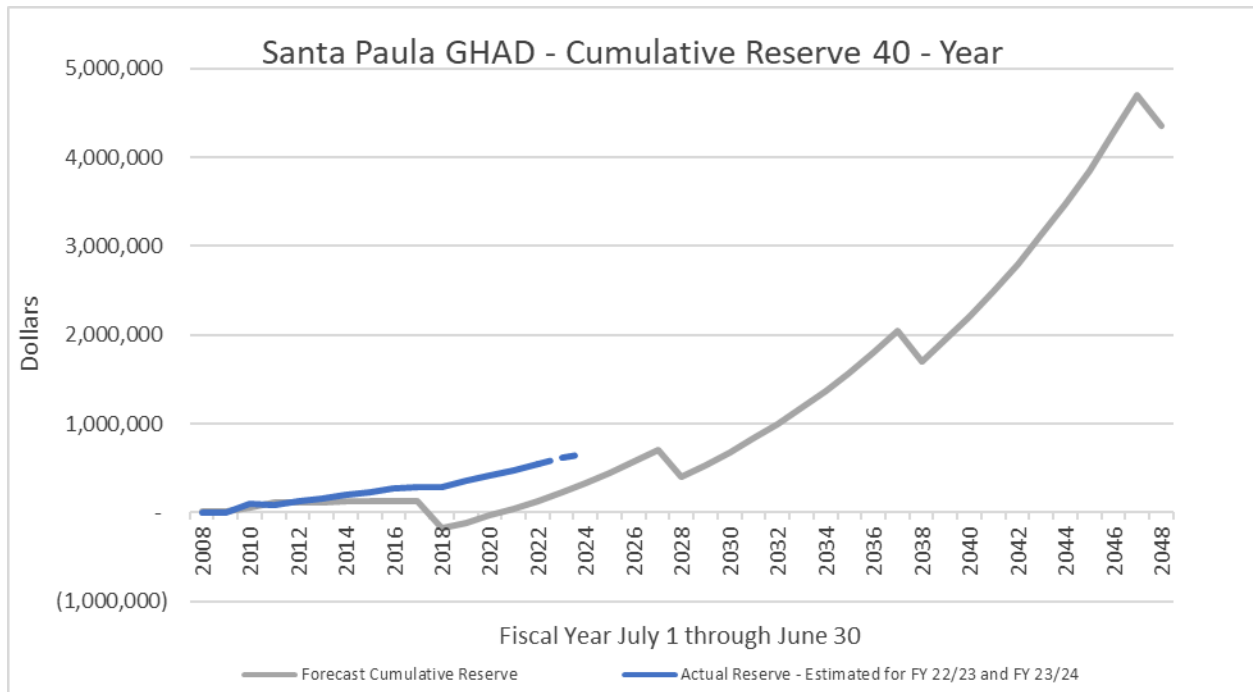
*FY 2022/23 Estimate Includes Actual Expenses through April 30, 2023, with estimate for remaining expenditures through June 30, 2023

TABLE 3: Summary of Proposed Fiscal Year 2023/24 Budget

BUDGET ITEM	LABEL	BUDGET AMOUNT	PERCENTAGE OF TOTAL REVENUE
MAJOR REPAIRS			
	TOTAL	\$0	0%
PREVENTIVE MAINTENANCE AND OPERATIONS			
Professional Services			
Open Space Scheduled Monitoring Events		\$9,400	
Heavy Rainfall Monitoring Events		\$3,000	
	Subtotal	\$12,400	
MAINTENANCE AND OPERATIONS			
Sediment Removal – Concrete Structures		\$3,800	
Stormwater Improvement Maintenance		\$2,700	
Vegetation Management and Revegetation		\$5,600	
Subdrain/Stormdrain Outfall Maintenance		\$2,000	
Slope Stabilization and Erosion Protection		\$13,000	
	Subtotal	\$27,100	
	TOTAL	\$39,500	38%
SPECIAL PROJECTS			
	TOTAL		0%
ADMINISTRATION			
Administration – GHAD to City of Santa Paula		\$3,800	
GHAD Manager		\$4,800	
	Subtotal	\$8,600	9%
PROFESSIONAL SERVICES – NON-TECHNICAL			
GHAD Manager – Contracting and Oversight		\$5,200	
GHAD Manager – Consultation and Meetings		\$2,300	
Treasurer		\$600	
Ventura County Assessor's Fees		\$290	
California Association of GHADs Membership		\$119	
Insurance – General Liability		\$500	
	Subtotal	\$9,009	8%
	TOTAL	\$48,509	
ESTIMATED EXPENDITURES	TOTAL	\$57,109	55%
Fund Balance (June 30, 2022)		\$543,585	
FY 2022/23 Estimated Revenue		\$105,500	
FY 2022/23 Estimated Expenditures		\$34,254	
ESTIMATED FUND BALANCE JUNE 30, 2023	TOTAL	\$614,831	
FY 2023/24 Estimated Revenue		\$104,200	
FY 2023/24 Expenses		\$57,109	
ESTIMATED RESERVE/FUND BALANCE ON JUNE 30, 2024	TOTAL	\$661,992	

The current Program Budget estimates that at the beginning of the 2023/24 fiscal year, the cumulative reserve will be about \$614,831 and \$661,992 at the end of FY2023/24. As shown on the graph below, the cumulative reserve is above the amount estimated in the 2008 Engineer's Report and is estimated to reach approximately \$4,350,000 in current dollars by 2048. The GHAD reserve is intended to fund unanticipated expenses that may occur.

GRAPH 1: Cumulative Reserve



We attribute the additional reserve accumulation to a number of factors including (1) the expenditures for maintenance of the open space surrounding the development have been lower than anticipated in the 2008 Engineer's Report; (2) a large-scale repair has not been necessary within the GHAD-maintained areas; and (3) the budgets submitted and expenditures made by the current GHAD manager reflect the lower level of activity, thus allowing a higher percentage of the GHAD revenues to be applied to the reserve portion of the budget, while maintaining an appropriate monitoring and maintenance program.

MAJOR REPAIRS

There are currently no major repair projects anticipated in the 2023/24 fiscal year budget within the GHAD-maintained areas of the Santa Paula GHAD. While no major repairs are ongoing at this time, by their nature, major repairs such as landslides are unpredictable and could occur during the 2023/24 fiscal year. The reserve portion of the budget allows for funding toward these unpredictable events.

PREVENTIVE MAINTENANCE AND OPERATIONS

Professional Services

Scheduled Monitoring Events

As provided in the Plan of Control, there are two scheduled monitoring events and heavy rainfall monitoring events. In general, these monitoring events will occur in April, after winter rains, October, before winter rains.

Estimated Budget: \$9,400

Heavy Rainfall Monitoring Events

As described in the Plan of Control, heavy rainfall monitoring events are to occur when precipitation totals greater than 2 inches in a 24-hour period. We anticipate two heavy rainfall monitoring events may occur during the 2023/24 fiscal year.

Estimated Budget: \$3,000

Maintenance and Operations

Sediment Removal - Concrete Structures

This budget item is to provide for the periodic removal of vegetation, cleaning, sealing, and minor repair of concrete-lined drainage ditches.

Estimated Budget: \$3,800

Maintenance – Stormwater Improvements

This budget item is to provide for the maintenance of stormwater improvements within the Ridgeview development including the CDS unit maintenance.

Estimated Budget: \$2,700

Vegetation Management and Revegetation

This budget item includes firebreak mowing on Parcel “C”, vegetation management, and revegetation, which may occur during the 2023/24 fiscal year.

Estimated Budget: \$5,600

Subdrain Outlets

This budget item provides for subdrain outlets to be located, relocated, and repaired, as necessary.

Estimated Budget: \$2,000

Slope Stabilization and Erosion Repairs

This is for unanticipated minor repairs, including slope instability or erosion, which may occur during the 2023/24 fiscal year.

Estimated Budget: \$13,000

SPECIAL PROJECTS

There are currently no special projects anticipated in the 2023/24 fiscal year budget within the GHAD-maintained areas of the Santa Paula GHAD.

ADMINISTRATION AND ACCOUNTING

GHAD Management

Administration

City Services

This budget item accounts for payment of GHAD-authorized fees for City of Santa Paula services. Administrative expenses include the Public Works Department duties related to the operation and administration of the GHAD.

Estimated Budget: \$3,800

GHAD Manager

Administrative expenses include the GHAD Manager duties related to the budgeting, operation, and administration of the GHAD. The budget estimate for the accounting and administrative services is derived from the original GHAD budget used to prepare the GHADs Engineer's Report.

Estimated Budget: \$4,800

Outside Professional Services – Non-Technical

GHAD Contracting and Oversight Services

This budget item includes contracting for GHAD Manager maintenance, repair, and emergency response that may occur during FY 2023/24.

Estimated Budget: \$5,200

Meeting and Consultation

This budget item allows for GHAD Manager meetings and consultation with the City of Santa Paula, the Ridgeview at Vista Glen Homeowners Association, and the GHAD Board of Directors during this period.

Estimated Budget: \$2,300

Treasurer

This budget item accounts for fees related to investment of the GHAD reserve funds and processing of accounts payable.

Estimated Cost: \$600

Ventura County Assessor's Fees

This budget item accounts for fees from the Ventura County Assessor's Office.

Estimated Cost: \$290

California Association of GHADs Membership

The GHAD maintains membership in the California Association of GHADs.

Estimated Cost: \$119

Insurance

The GHAD maintains general liability insurance through the California Association of GHADs for GHAD-owned open space areas within the GHAD (Parcel C only).

Estimated Cost: \$500

EXHIBIT C

**2023 – NOTICE OF PUBLIC HEARING FOR SANTA PAULA
GEOLOGIC HAZARD ABATEMENT DISTRICT**



CITY OF SANTA PAULA NOTICE OF PUBLIC HEARING

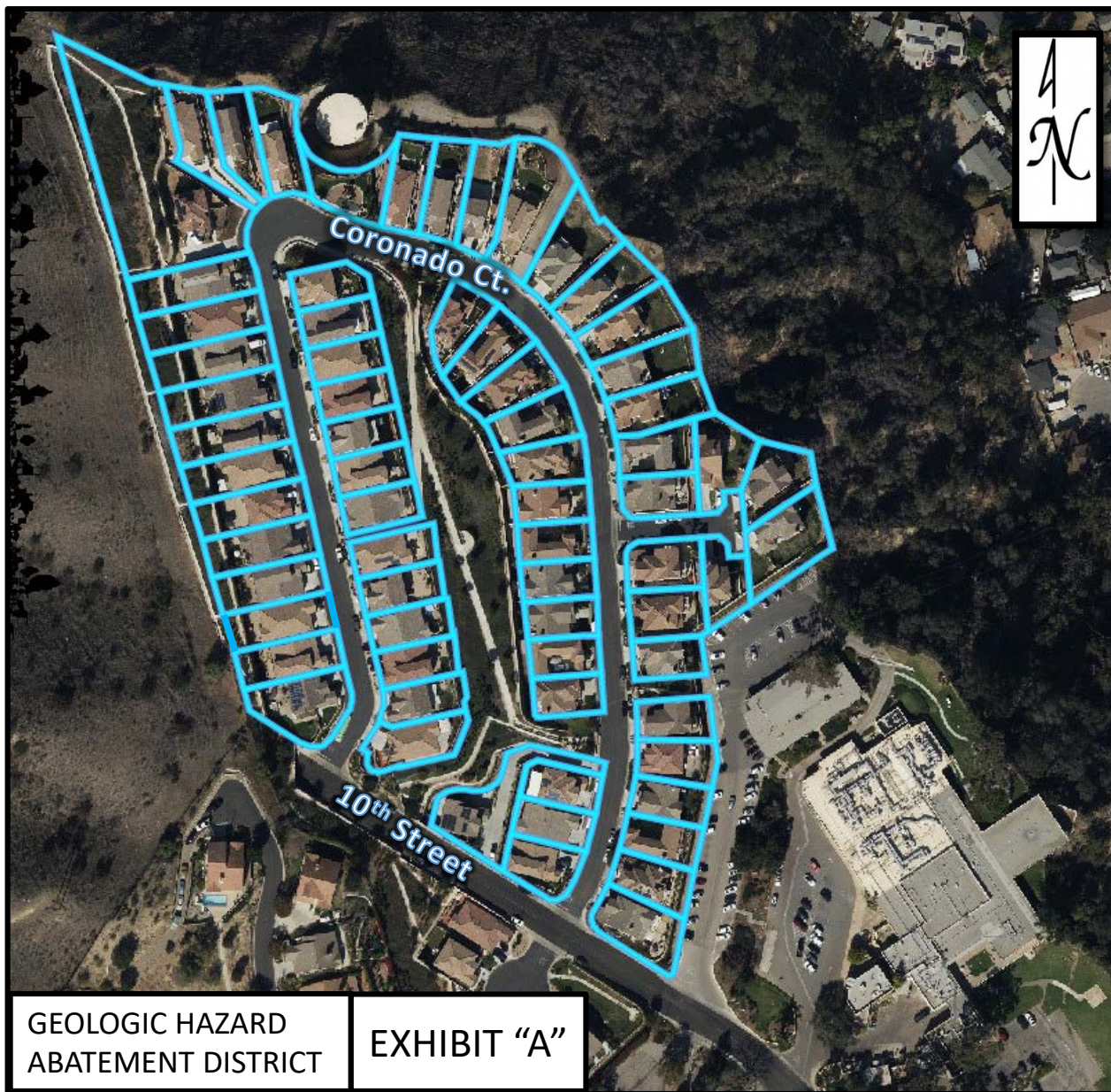
TAKE NOTICE that the Santa Paula City Council will hold a public hearing on Wednesday, June 7, 2023 commencing at 6:30 pm or as soon thereafter as possible, in the Santa Paula Council Chambers, 970 Ventura St. The public hearing will allow testimony regarding the City's proposed assessment for the Santa Paula Geologic Hazard Abatement District ("GHAD") and placing a \$1,246 per parcel assessment onto the December 2023 tax roll for the District. The assessment will only be placed on the properties shown below.

All interested persons are invited to be present and heard at the meeting. Anyone who seeks to challenge the decisions of the City Council in court with respect to these matters may be limited to raising only those issues raised by the public hearing described in this notice, or in written correspondence delivered to the city, at or before the public hearing. Public comment may be submitted at cityclerk@spcity.org. The deadline to submit comments is 3:00 PM (PT) the day of the City Council meeting. We will take your comments in the order they were sent.

Information relating to the above matter will be available upon request from the City Clerk's office starting 10-days prior to the hearing.

To be published in the Santa Paula Times on Friday May 26, 2023 and Wednesday, May 31, 2023.

District Area Parcel Map: [Next Page]



**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Clete Saunier, Public Works Director

Subject: HILLSBOROUGH OPEN SPACE MAINTENANCE DISTRICT
ASSESSMENT

Date: June 7, 2023

Agenda Item: 10.B

RECOMMENDATION:

Staff recommends that the City Council:

1. Conduct a public hearing on the proposed assessment for the Hillsborough Open Space Maintenance District;
2. Adopt Resolution No.7458 placing a \$150 per parcel special assessment onto the December 2023 tax roll for the Hillsborough Open Space Maintenance District.

Presented by: Clete J. Saunier, Public Works Director

BACKGROUND:

In January 1990, the City Council adopted an ordinance establishing the Hillsborough Open Space Maintenance District (District). Annually, the City Council convenes as the Maintenance District Board and is required to set the assessment necessary to fund maintenance and repair. The District initially consisted of sixty-nine parcels. An additional two parcels were annexed into the District when the Council approved the Vista Pointe Development. The purpose of the District is to pay for the maintenance of common open space within the District that parcel owners are equally entitled to use. See Exhibit A for a map of benefited parcels within the District.

It is anticipated that the estimated fund balance would be \$23,199 at the end of Fiscal year 2022/2023. Fiscal Year 2022/2023 expenses are currently estimated at \$10,850 with a breakdown as follows:

Landscaping	\$4,800
Tree Trimming & Maintenance	\$2,570
Pest Control	\$1,110
Water	\$2,370
Total	\$10,850

ANALYSIS:

None. This is an annual assessment.

STRATEGIC PLAN:

This item is not a goal or objective in City Council’s two-year Strategic Plan; however, by adopting this assessment, the City will be able to maintain the District on behalf of the Hillsborough Community.

FISCAL IMPACTS:

State law requires the District to pay the costs for maintaining an open space maintenance district as they are incurred and then set the annual assessment accordingly. The fiscal year 2022-2023 expected ending fund balance is \$23,199. Anticipated 2023-2024 revenues are comprised of the \$150 per parcel assessment multiplied by the 71 parcels within the district (equaling \$10,650).

Beginning Fund Balance	July 1, 2023	\$23,199
FY 2022 - 2023 Estimated Revenue		\$10,650
FY 2022 - 2023 Estimated Expenditures		(\$10,850)
Estimated Fund Balance	June 30, 2024	\$22,999
Estimated FY 2022 - 2023 Revenue		\$10,650
FY 2023 - 2024 Estimated Expenditures		(\$10,850)
FY 2022 - 2023 Estimated Fund Balance		\$22,799

OPTIONS:

The Council has the following available alternative option to staff’s recommendations:

Do not adopt resolution 7458 placing a \$150 per parcel special assessment onto the December 2023 tax roll for the Hillsborough Open Space Maintenance District. This would preclude the District from providing maintenance services such as landscaping, pest control as well as the maintenance and repair of the flood control and drainage facilities located within the District.

ATTACHMENTS:

[Exhibit A - District Map 2023.pdf](#)

[Exhibit B - Resolution No. 7458 \(Hillsborough District\)-c1.pdf](#)

[Exhibit C - 2023_NOTICE OF PUBLIC HEARING - HILLSBOROUGH.pdf](#)

EXHIBIT A

HILLSBOROUGH OPEN SPACE DISTRICT MAP

HILLSBOROUGH OPEN
SPACE MAINTENANCE
DISTRICT

EXHIBIT "A"

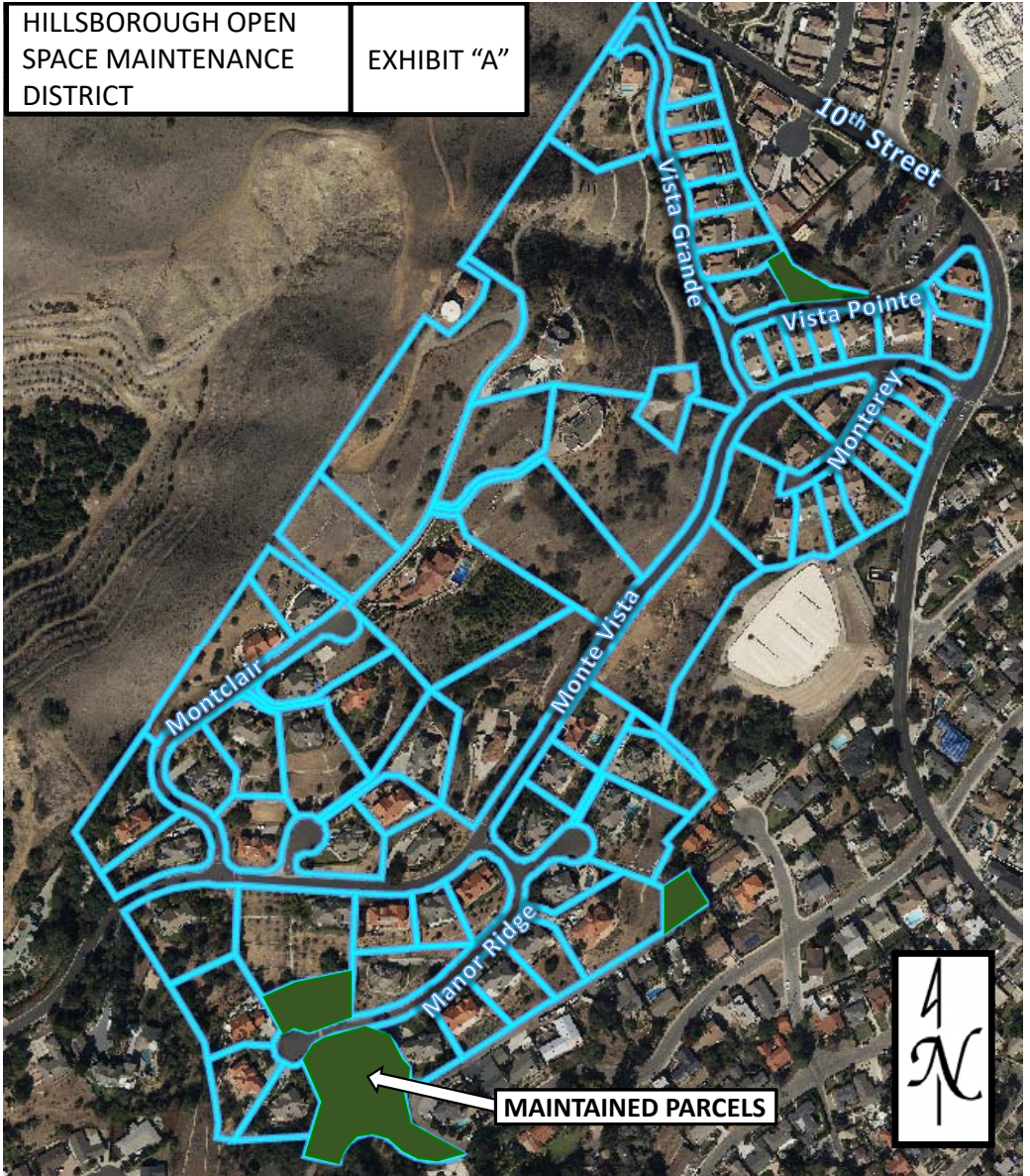


EXHIBIT B

RESOLUTION NO. 7458

A RESOLUTION PLACING A \$150 ASSESSMENT ON THE
TAX ROLL FOR ALL 71 PARCELS IN THE HILLSBOROUGH
OPEN SPACE MAINTENANCE DISTRICT

RESOLUTION NO. 7458

A RESOLUTION PLACING A \$150 ASSESSMENT ON THE TAX ROLL FOR THE HILLSBOROUGH OPEN SPACE MAINTENANCE DISTRICT IN ACCORDANCE WITH GOVERNMENT CODE § 54715

The City Council of the City of Santa Paula resolves as follows:

SECTION 1: The City Council finds and declares as follows:

- A. The Hillsborough Open Space Maintenance District (“District”) was established pursuant to Ordinance Nos. 925 and 932 in accordance with Government Code §§ 54703, et seq..
- B. Government Code § 54715 authorizes the City Council to levy an annual assessment on each parcel shown on Exhibit “A”, incorporated by this reference, to fully fund the District’s maintenance costs and maintenance of the common open space area within the District.
- C. Based upon the City Engineer’s recommendations, a \$150 annual assessment on each parcel located within the District will fully fund the maintenance costs.
- D. As no increase in the assessment is proposed, the notice, hearing, and protest procedures in Government Code § 53735 are not required to adopt this Resolution.

SECTION 2: In accordance with the applicable sections of the Benefit Assessment Act of 1982 (Government Code §§ 54703, et seq.), the Board of Directors adopts an annual assessment of \$150 on each of the 71 parcels within the District as listed on attached Exhibit “B,” which is incorporated by this reference.

SECTION 3: The City Manager, or designee, is directed, to take such actions that are needed to place this assessment on the December 2023 property tax rolls including, without limitation, forwarding this Resolution to the Ventura County Assessor’s Office.

SECTION 4: This Resolution will become effective immediately upon adoption.

[Signatures on next page]

PASSED AND ADOPTED this 7th day, June 2023

Andy Sobel, Mayor

ATTEST:

Julie Latshaw, City Clerk

APPROVED AS TO FORM:

Monica Castillo, Interim City Attorney

APPROVED AS TO CONTENT:

Dan Singer, City Manager

HILLSBOROUGH OPEN
SPACE MAINTENANCE
DISTRICT

EXHIBIT "A"

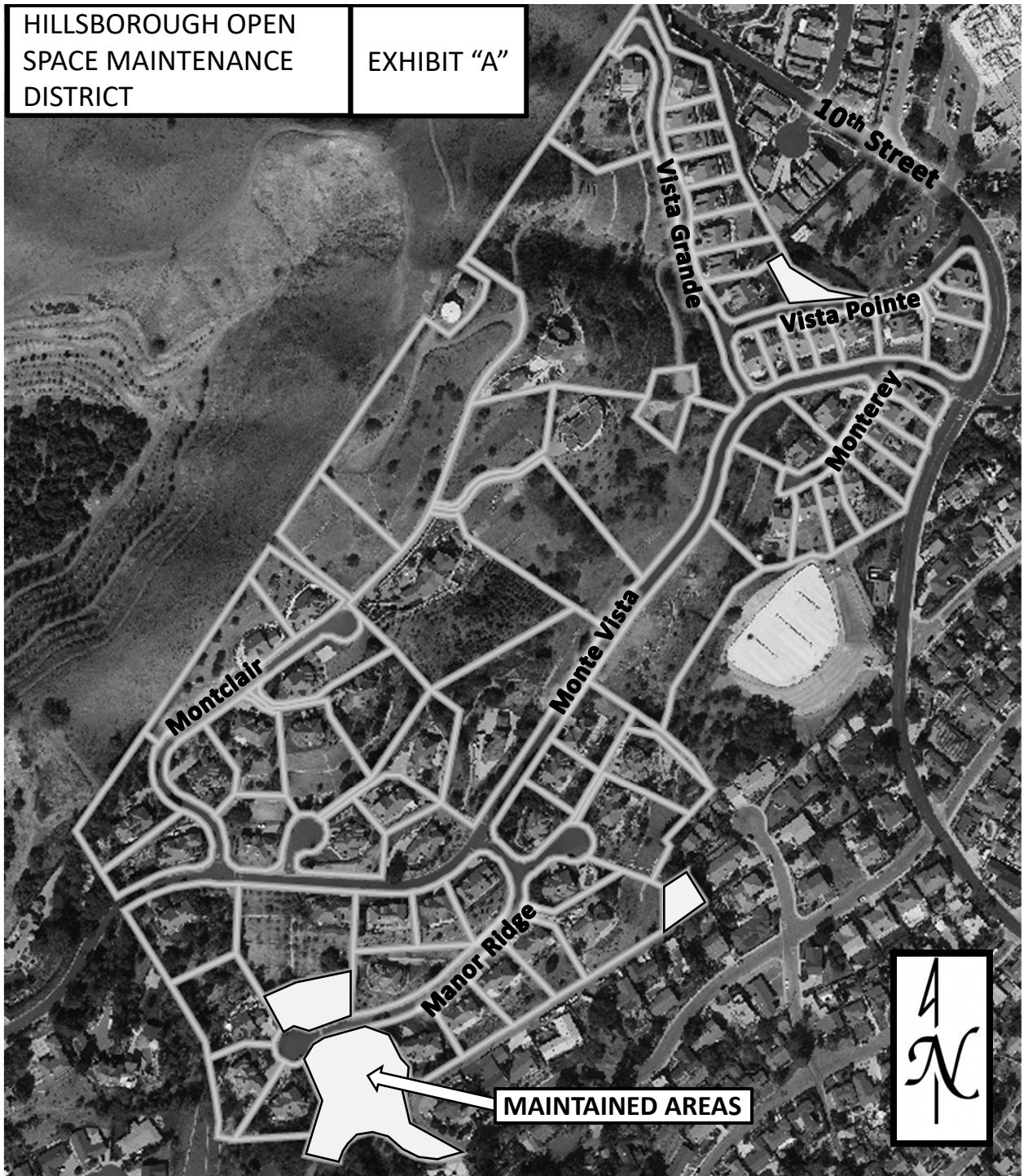


Exhibit "B"

HILLSBOROUGH OPEN SPACE MAINTENANCE DISTRICT

Parcel Number	Amount of Assessment	Parcel Number	Amount of Assessment
1000261015	150.00	1000280185	150.00
1000261025	150.00	1000280195	150.00
1000261035	150.00	1000280205	150.00
1000262015	150.00	1000280215	150.00
1000262025	150.00	1000280225	150.00
1000262035	150.00	1000280245	150.00
1000263015	150.00	1000280255	150.00
1000263025	150.00	1000280265	150.00
1000264015	150.00	1000280275	150.00
1000264025	150.00	1000280285	150.00
1000264035	150.00	1000280295	150.00
1000264045	150.00	1000280305	150.00
1000264055	150.00	1000280315	150.00
1000264065	150.00	1000280325	150.00
1000264085	150.00	1000280335	150.00
1000264095	150.00	1000280345	150.00
1000264105	150.00	1000280355	150.00
1000264145	150.00	1000280365	150.00
1000264155	150.00	1000280375	150.00
1000264165	150.00	1000280395	150.00
1000264175	150.00	1000280405	150.00
1000271015	150.00	1000280415	150.00
1000271025	150.00	1000280425	150.00
1000272025	150.00	1000280435	150.00
1000272035	150.00	1000280445	150.00
1000272045	150.00	1000280455	150.00
1000272055	150.00	1000300015	150.00
1000273015	150.00	1000300045	150.00
1000273025	150.00	1000300085	150.00
1000273035	150.00	1000300095	150.00
1000273045	150.00	1000300105	150.00
1000273055	150.00	1000300115	150.00
1000273065	150.00	1000300125	150.00
1000273075	150.00	1000300155	150.00
1000280145	150.00	1000300205	150.00
1000280175	150.00		



CITY OF SANTA PAULA NOTICE OF PUBLIC HEARING

TAKE NOTICE that the Santa Paula City Council will hold a public hearing on Wednesday, June 7, 2023 commencing at 6:30 pm or as soon thereafter as possible, in the Santa Paula Council Chambers, 970 Ventura St. The public hearing will allow testimony regarding the City's proposed assessment for the Santa Paula Hillsborough Open Space Maintenance District and placing a \$150 per parcel assessment onto the December 2023 tax roll for the District. Only the properties located within the district will be subject to the assessment.

All interested persons are invited to be present and heard at the meeting. Anyone who seeks to challenge the decisions of the City Council in court with respect to these matters may be limited to raising only those issues raised by the public hearing described in this notice, or in written correspondence delivered to the city, at or before the public hearing. Public comment may be submitted at cityclerk@spcity.org. The deadline to submit comments is 3:00 PM (PT) the day of the City Council meeting. We will take your comments in the order they were sent.

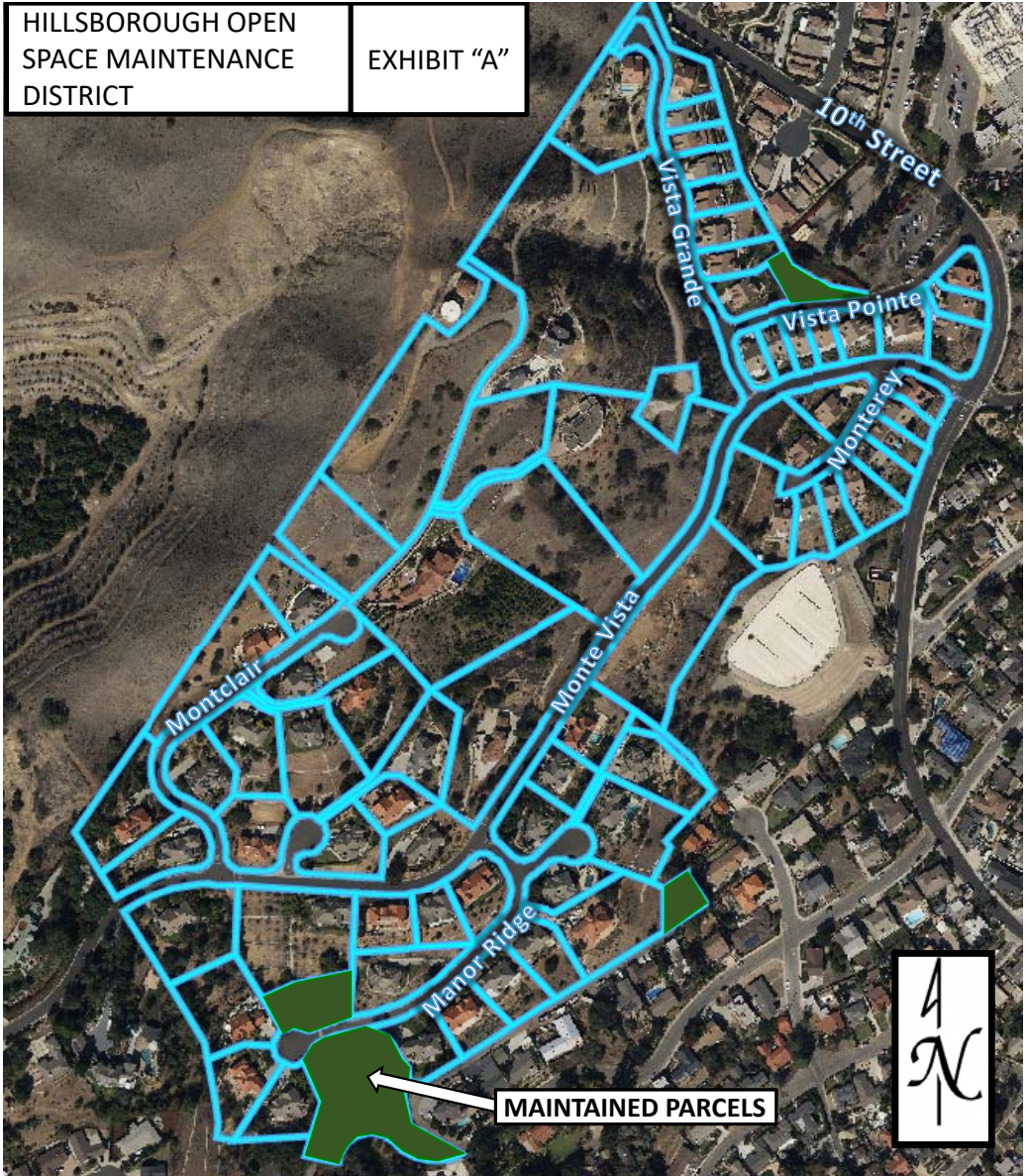
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District Area Parcel Map: [Next Page]

HILLSBOROUGH OPEN
SPACE MAINTENANCE
DISTRICT

EXHIBIT "A"



MAINTAINED PARCELS



**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Jonathan Royas, Management Analyst

Subject: SELECTION OF CLEAN POWER ALLIANCE (CPA) RATES

Date: June 7, 2023

Agenda Item: 11.A

RECOMMENDATION:

Staff recommends the City Council:

1. Discuss and provide direction to staff on the community's energy default rate product and authorize the City Manager to notify the CPA Board of such selection.
2. Discuss and provide direction to staff on the City's energy rate product selection for identified City accounts and authorize the City Manager to notify the CPA Board of such selection(s).

Presented By: Jonathan Royas, Management Analyst

BACKGROUND:

Community choice energy (CCE) programs, established under AB 117 (Migden, 2002), allow government agencies to buy and generate clean electricity for their residents and businesses by creating a partnership between the municipality and the existing utility provider.

The Clean Power Alliance (CPA) of Southern California is a nonprofit entity and a CCE program, formed through a Joint Powers Authority (JPA). CPA is the largest Community Choice Aggregator (CCA) in California, covering 32 agencies in Los Angeles and Ventura counties. As a member of the JPA, each member agency has a representative on the Board of Directors, of which the City of Santa Paula's representative, Councilmember Crosswhite, was selected by Council on February 1, 2023. The Board of Directors determines the programs, rates, and policies of the JPA with guidance from Clean Power Alliance staff.

Current CPA program offerings include: solar plus clean backup power for critical member agency facilities; rebates for publicly accessible electric vehicle chargers; demand response incentives for residential and commercial smart technologies; and community solar for customers in disadvantaged communities. While CPA handles all customer billing and administration for its members, each member's governing board determines its agency's default renewable energy tier relating to customer rates. CPA currently offers three energy tier options: Lean Power (which is 40 percent clean energy, similar to SCE's base product), Clean

Power (which is 50 percent clean energy), and 100 percent Green Power (100 percent renewable energy).

CPA purchases and sells clean power to customers, while Southern California Edison (SCE) is responsible for delivery, billing, and resolving any electricity service issues. CPA customers have the option to purchase up to 100% renewable carbon-free electricity – such as solar, wind, bioenergy, geothermal, and small hydroelectric – at competitive rates, which helps communities achieve their climate action goals and reduce greenhouse gas (GHG) emissions.

On June 1, 2022, the City Council received a presentation from staff and Ted Bardacke, Executive Director for Clean Power Alliance (CPA), in an effort to determine if the City of Santa Paula would be interested in joining the CPA. At that time, Council directed staff to further investigate the risks and impacts to the City and residents in joining the CPA and to determine a funding source for a required feasibility study to support the City's inclusion in CPA.

On August 3, 2022, after receiving a report from staff and the CPA, related to the potential risks and impact to the City, Council authorized staff to move forward with the feasibility study.

On November 2, 2022, Council adopted Ordinance No. 1324, authorizing the JPA for CPA and authorizing implementation of CCE.

ANALYSIS:

At this time, staff is requesting Council select a default energy product rate for Santa Paula customers and the City. The default rate is the rate Santa Paula customers would be automatically enrolled in when CPA service begins. To avoid automatic enrollment at the default rate, customers must choose a different CPA rate or decide to opt-out of CPA service altogether and purchase their electricity from Southern California Edison instead. Over the course of the remainder of 2023, CPA staff will work with City staff to educate the community about the impending change in their default electricity provider and make residents and businesses aware of their new options and the benefits of being a customer of CPA. It is anticipated service will begin in early 2024.

Default Product Rate Tier Selection

CPA currently has three rates which come with different levels of renewable energy content and at different price points. Over 99% of CPA's customers are served through CPA's residential and small/medium business rates. The rate comparison targets shown below illustrate the total bill differentials to SCE's rates as of March 1, 2023, in percentage and monthly dollars terms under the proposed rates.

Bill comparisons for residential and small business customers (more than 99% of CPA customers overall) will be similar to or slightly better than where they were when the CPA Board set rates a year ago. Specifically, 100% Green Power rates will be at a 3% premium to SCE rates, Clean Power will be at a 1% discount to SCE, and Lean Power will be at a 2% discount to SCE. Last year, 100% Green Power was at a 3% premium, Clean Power was at parity, and Lean Power was at a 1% discount to SCE. The Board is unlikely to adopt rates that would result in higher premiums, and may adopt rates that are lower.

Large commercial, pumping and agricultural, and streetlighting rates (“subset” rates, which apply to less 1% of CPA customers) will continue to be outside of these comparison ranges based on the cost of service for these accounts. However, the comparisons for these rate schedules have steadily improved. Based on the the CPA's Board recommended FY23/24 rate approach, most customers in these categories would see a 5-10% premium to SCE for 100% Green Power and a -1% discount to a 4% premium for Lean Power. Streetlighting continues to be an outlier, with premiums expected to range from 16% to 23%.

The two tables below demonstrate the average monthly bill impacts that typical residential and business customers can anticipate under the three default rate products.

Current 2023/2024 Average Customer Bill Comparison to SCE (% Discount or Premium)

Customer Class	Lean Power	Clean Power	100% Green Power
Residential	-2.0%	-1.0%	3.0%
Residential - CARE	-3.0%	-1.5%	-1.5%
Small/Medium Business	-2.0%	-1.0%	3.0%

CPA 2023/2024 Average Customer Bill Comparison to SCE (% Discount or Premium) assuming an SCE \$100 utility bill

Customer Class	Lean Power	Clean Power	100% Green Power
Residential	\$98	\$99	\$103
Residential - CARE	\$97	\$98.50	\$98.50
Small/Medium Business	\$98	\$99	\$103

Individual customers and the City both have the option of choosing lower clean energy content or opting out of the CPA program altogether and returning to paying SCE for both generation and delivery costs.

The percentages and monthly estimated dollar amounts above are examples of what the rates would look like based on the FY 23/24 rates CPA recently approved. The three options are explained below:

Option 1 - Should Council decide to select the CPA Lean Power option, rates for residents and City accounts would be on average 2.0% lower than SCE's current rates. The Lean Power option provides 40% carbon-free content and access to local programs. Lean power is the most affordable way to reliable, clean power.

Option 2 - Should Council decide to select the CPA Clean Power option, rates for residents and City accounts would be on average 1.0% lower than SCE's current rates. The Clean Power option supports building a cleaner future with 50% clean power (40% renewable content and 10% hydroelectricity) and receives competitively priced green energy.

Option 3 - Should Council decide to select the CPA Green Power option, rates for residents and City accounts would be on average 3.0% higher than SCE's current rates. This option would provide 100% renewable content from wind, solar and geothermal sources. One benefit to selecting this option is that all customers currently on SCE-CARE would not see a 3.0% rate increase and would receive 100% Green power at the Clean Power rate or -1.5% decrease to their monthly bills. All other customers, including the City's accounts, would see a roughly 3% increase in energy costs. This option would have fiscal impacts to the City which staff will elaborate on below based on our current energy usage.

The table below shows the current selections of Ventura County CPA agencies for reference:

Lean Power	Clean Power	100% Green Power
Simi Valley	Moorpark	Camarillo
		Ojai
		Thousand Oaks
		Ventura
		County of Ventura

City Energy Costs and Options to Opt-Out

As reported earlier, individual customers and the City both have the option of choosing lower clean energy content or opting out of the CPA program altogether and returning to paying SCE for both generation and delivery costs. An example of this opt out ability, and one the City would most likely take advantage of, would be the special street light rate the City currently receives from Southern California Edison (SCE). In staff's conversation's with CPA, and as evidenced in Exhibit A, CPA will not be able to match the special rate we receive from SCE for street lights, similar to those received by other municipalities in Ventura County. Should Council choose, the City would simply opt-out of those accounts which service City street lights resulting in no additional financial impact to the City beyond our current costs. The same holds true for additional variations of opting-out City accounts as evidenced in the Exhibit A tables.

It should be noted, the data obtained in Exhibit A was provided by CPA based on 2022 SCE data provided by staff. All numbers represented for future costs are estimates.

Table 1 - If the Council does not elect to opt-out of any of the CPA tiers and selects a respective energy option (Lean, Clean or 100% Green), the estimated effect to the budget for electricity costs for FY2023-2024 is as follows:

Lean - 1.7% increase or \$21,128 dollars in estimated costs across all funds
 Clean - 3.0% increase or \$36,615 dollars in estimated costs across all funds
 100% Green - 7.8% increase or \$95,413 in estimated costs across all funds

Table 2 - If the Council elects to opt-out the street lighting accounts only, the estimated effect to the budget for electricity costs for FY2023-2024 is as follows based on the selected energy option:

Lean - 1.6% increase or \$19,978 dollars in estimated costs across all funds
Clean - 2.9% increase or \$35,191 dollars in estimated costs across all funds
100% Green - 7.5% increase or \$92,846 in estimated costs across all funds

Table 3 - If the Council elects to opt-out the street lighting accounts and water pumping accounts, the estimated effect to the budget for electricity costs for FY2023-2024 is as follows based on the selected energy option:

Lean - 0.1% decrease or \$893 dollars saved in estimated costs across all funds
Clean - 0.1% increase or \$1,141 dollars in estimated costs across all funds
100% Green - 0.6% increase or \$7,833 in estimated costs across all funds

Reliability

Resource Adequacy (RA) is a program of the California Public Utilities Commission (CPUC) to ensure reliable electric service in California. This program requires Clean Power Alliance and other electricity providers to purchase enough power to meet customers' anticipated needs, plus reserves that can be called upon if they are needed in an emergency. Clean Power Alliance is required to meet the same resource adequacy and reliability standards as investor-owned utilities such as SCE.

In addition, CPA is also regulated by the California Independent System Operator (CAISO), one of the largest independent system operators in the world, delivering 300 million megawatt-hours of electricity each year and managing about 80% of California's electric flow. The California Legislature created the CAISO in 1998 as part of the state restructuring of electricity markets. The legislature was responding to Federal Energy Regulatory Commission (FERC) recommendations following the passage of the federal Energy Policy Act of 1992, which removed barriers to competition in the wholesale generation of electricity business. FERC regulates the CAISO because interstate transmission lines fall under the jurisdiction of federal commerce laws.

Lower Risk

The JPA format relieves the member agencies from any liability to their general funds. The Board of Directors determines the programs, rates, and policies of the JPA with guidance from Clean Power Alliance staff. CPA handles all customer billing and administration for its members though each member's governing board determines its agency's default renewable energy rates.

Next Steps

Once City Council selects the community's product rate, City staff will notify CPA. As part of this process, CPA will follow CPA Board Policy, which is to notify residential and commercial customers of the City's change in utility provider and customer options to opt down or opt out of CPA. CPA will work with City staff to develop and disseminate the two required customer notices regarding the City's default rate selection and engage in other community outreach efforts to inform customers of their choices. The majority of outreach to the community and customers will be done by Clean Power Alliance itself with a goal of opting in all customers citywide in 2024.

It should be noted, the City Council has the option to re-evaluate the default product rate on a yearly basis for Santa Paula customers.

STRATEGIC PLAN:

This item is not a goal or objective in City Council's two-year Strategic Plan, however, it does support Section F. Community Vitality, with a goal of providing the residents of Santa Paula with sustainable resources and programs to make this a great place to live and grow.

FISCAL IMPACTS:

The budget impact will depend upon the default rate selected by the City Council as demonstrated in this report. Staff will then take Council's selection into account during the budget process for FY2023/2024 and FY 2024/2025. Just as residents may opt out, the City may also choose to opt out accounts.

Based on the data presented, on the high end, the selection of 100% Green Energy across all City accounts would cause an estimated 7.8% increase or \$95,413 in estimated costs across all funds. Conversely, opting out some of our accounts could result in a small savings across all funds.

OPTIONS:

City Council has the following option available:

1. Direct staff to perform additional research and return to Council.

ATTACHMENTS:

[Exhibit A - City of Santa Paula Estimated Electricity Costs.pdf](#)

Exhibit A - City of Santa Paula Estimated Electricity Costs

Table 1 - If City Does Not Opt-Out Any Accounts

Rate Schedule	Number of Accounts	SCE Cost*	CPA Bill Comparisons (projected FY 23/24)**			Estimated CPA Cost***		
			Lean	Clean	100% Green	Lean	Clean	100% Green
TOU-8-D	1	\$569,616	4.1%	5.4%	10.4%	\$ 592,971	\$ 600,376	\$ 628,856
TOU-PA-2-D 4pm to 9pm	8	\$259,250	-0.8%	0.4%	5.2%	\$ 257,176	\$ 260,287	\$ 272,731
TOU-PA-3-D 4pm to 9pm (Water Pumping)	1	\$204,853	-0.2%	1.1%	6.0%	\$ 204,444	\$ 207,107	\$ 217,145
TOU-GS-2-D	5	\$105,944	-2.0%	-1.0%	3.0%	\$ 103,825	\$ 104,884	\$ 109,122
TOU-GS-1-E	39	\$54,159	-2.0%	-1.0%	3.0%	\$ 53,076	\$ 53,618	\$ 55,784
TC-1 (Metered, Non-TOU)	18	\$14,423	-2.0%	1.0%	3.0%	\$ 14,134	\$ 14,567	\$ 14,855
AL-2 Flat Rate (Metered, Non-TOU)	3	\$12,725	16.4%	17.6%	22.6%	\$ 14,812	\$ 14,965	\$ 15,601
LS-3 (Metered, Non-TOU)	3	\$10,127	16.4%	17.6%	22.6%	\$ 11,788	\$ 11,910	\$ 12,416
Total	78	\$ 1,231,098				\$ 1,252,226	\$ 1,267,713	\$ 1,326,510
Comparison to SCE (%)						1.7%	3.0%	7.8%
Comparison to SCE (\$)						\$ 21,128	\$ 36,615	\$ 95,413

Table 2 - If City Opt-Out Street Light Accounts Only

Rate Schedule	Number of Accounts	SCE Cost*	CPA Bill Comparisons (projected FY 23/24)**			Estimated CPA Cost***		
			Lean	Clean	100% Green	Lean	Clean	100% Green
TOU-8-D (Water Pumping)	1	\$569,616	4.1%	5.4%	10.4%	\$ 592,971	\$ 600,376	\$ 628,856
TOU-PA-2-D 4pm to 9pm (Water Pumping)	8	\$259,250	-0.8%	0.4%	5.2%	\$ 257,176	\$ 260,287	\$ 272,731
TOU-PA-3-D 4pm to 9pm (Water Pumping)	1	\$204,853	-0.2%	1.1%	6.0%	\$ 204,444	\$ 207,107	\$ 217,145
TOU-GS-2-D (Office Buildings)	5	\$105,944	-2.0%	-1.0%	3.0%	\$ 103,825	\$ 104,884	\$ 109,122
TOU-GS-1-E (Office Buildings)	39	\$54,159	-2.0%	-1.0%	3.0%	\$ 53,076	\$ 53,618	\$ 55,784
TC-1 (Metered, Non-TOU) (Traffic Lights)	18	\$14,423	-2.0%	1.0%	3.0%	\$ 14,134	\$ 14,567	\$ 14,855
AL-2 Flat Rate (Metered, Non-TOU) (Street Lights)	3	\$12,725	16.4%	17.6%	22.6%	\$ 12,725	\$ 12,725	\$ 12,725
LS-3 (Metered, Non-TOU) (Street lights)	3	\$10,127	16.4%	17.6%	22.6%	\$ 12,725	\$ 12,725	\$ 12,725
Total	78	\$ 1,231,098				\$ 1,251,076	\$ 1,266,288	\$ 1,323,944
Comparison to SCE (%)						1.6%	2.9%	7.5%
Comparison to SCE (\$)						\$ 19,978	\$ 35,191	\$ 92,846

Table 3 - If City Opt-Out Street Light Accounts & Water Pumping

Rate Schedule	Number of Accounts	SCE Cost*	CPA Bill Comparisons (projected FY 23/24)**			Estimated CPA Cost***		
			Lean	Clean	100% Green	Lean	Clean	100% Green
TOU-8-D (Water Pumping)	1	\$569,616	4.1%	5.4%	10.4%	\$569,616	\$569,616	\$569,616
TOU-PA-2-D 4pm to 9pm (Water Pumping)	8	\$259,250	-0.8%	0.4%	5.2%	\$259,250	\$259,250	\$259,250
TOU-PA-3-D 4pm to 9pm (Water Pumping)	1	\$204,853	-0.2%	1.1%	6.0%	\$204,853	\$204,853	\$204,853
TOU-GS-2-D (Office Buildings)	5	\$105,944	-2.0%	-1.0%	3.0%	\$ 103,825	\$ 104,884	\$ 109,122
TOU-GS-1-E (Office Buildings)	39	\$54,159	-2.0%	-1.0%	3.0%	\$ 53,076	\$ 53,618	\$ 55,784
TC-1 (Metered, Non-TOU) (Traffic Lights)	18	\$14,423	-2.0%	1.0%	3.0%	\$ 14,134	\$ 14,567	\$ 14,855
AL-2 Flat Rate (Metered, Non-TOU) (Street Lights)	3	\$12,725	16.4%	17.6%	22.6%	\$ 12,725	\$ 12,725	\$ 12,725
LS-3 (Metered, Non-TOU) (Street lights)	3	\$10,127	16.4%	17.6%	22.6%	\$ 12,725	\$ 12,725	\$ 12,725
Total	78	\$ 1,231,098				\$ 1,230,205	\$ 1,232,239	\$ 1,238,931
Comparison to SCE (%)						-0.1%	0.1%	0.6%
Comparison to SCE (\$)						\$ (893)	\$ 1,141	\$ 7,833

*From 2022 SCE billing data provided by City of Santa Paula staff.

**Estimated total bill comparisons to SCE based on projected CPA FY 23/24 rates and SCE rates as of March 1, 2023. Rates subject to change.

***Based on 2022 costs and usage. Actual costs will vary based on future rate changes and customer usage.

4/28/2023

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Dan Singer, City Manager

Subject: REORGANIZATION OF CITY DEPARTMENTS AND DIVISIONS

Date: June 7, 2023

Agenda Item: 11.B

RECOMMENDATION:

Approve Resolution No. 7459, amending the Position Control List and Salary Schedule to implement recommended reorganizations of specific City departments and divisions, and creating new classifications.

Presented by: Dan Singer, City Manager

BACKGROUND:

From time to time, employee vacancies and shifting needs and priorities provide Department Directors with the opportunity to re-examine their staffing levels and job functions.

The purpose of this report before Council is to communicate proposed organizational changes and new positions along with all corresponding annual costs associated with said changes. Where applicable, new job classifications and job descriptions have been included with this report for Council's review and approval.

If approved by Council, these recommendations could be incorporated into the upcoming budget, to become effective July 1, 2023.

ANALYSIS:

City Manager's Department

The City's Executive Management Team consists of a City Manager, five Department Directors an Information Technology (IT) Manager and a Human Resources (HR) Manager. Recent reviews of the job classifications for both the IT and HR Manager positions revealed significant discrepancies which are now before the Council for correction, as noted below.

As a full-service City, Santa Paula has significant communication infrastructure with 24/7 reliability needs and demands. In addition to traditional IT functions maintaining the City's vast computer network and software systems, our IT division is responsible for an emergency 911 dispatch communication system, comprehensive radio network utilized by multiple departments, a cable television channel and corresponding A/V system, and an AM radio

broadcast system. The IT Manager holds responsibility over all of these systems, yet the current job classification only addresses the computer and information technology needs and does not adequately identify the responsibility for the communication systems. As a result, the job classification has been expanded, as identified in **Exhibit A** of the proposed resolution. In addition, it is recommended the job title be modified to that of Chief Technology Officer (CTO), to better reflect the expanded expectations and responsibilities of the job, as identified on the attached Salary Schedule, increasing the salary range by 16.1%

The City's HR division is responsible for citywide risk and human resources management programs. Similar to the IT Manager position, it was discovered the HR Manager job classification said nothing about the City's risk management functions, including risk evaluations, claims management, insurance programs, worker's compensation, and risk avoidance and training. Subsequently, the job classification has been expanded, as identified in **Exhibit B** of the proposed resolution. In addition, it is recommended the job title be modified to that of Human Resources Administrator to better reflect the expanded responsibilities of the job, as identified on the attached Salary Schedule, increasing the salary range by 14.8%.

Whenever salaries are surveyed against peer entities and adjustments are recommended to align the position against the marketplace, internal incompatibilities may arise. Such is the case in adjusting the two Manager positions within the Executive Management class, as both the Finance Director and Parks and Recreation Director salaries would be at or just below the adjusted new positions. As a result, a modest upward adjustment is being recommended for both the Finance Director position, of 3.7 %, and the Parks & Recreation Director position, of 4.7%, helping to maintain existing internal comparisons among executive positions.

As part of this consideration for the City Manager's Department, staff is also recommending adjusting the City Clerk salary range by 3.4% to better reflect the important core responsibilities and functions of the position, and the Human Resources Technician by 5.6% to align with the Payroll Technician since both positions have similar levels of responsibility.

Community and Economic Development Department

After a recent review of the current needs of the Community and Economic Development Department relevant to creating a more seamless process for development projects, staff is recommending un-funding one Building Inspector I position and funding an Administrative Analyst I position in its place.

Under the existing organizational structure, both Planning and Building & Safety staff regularly assume duties outside of their job descriptions, often resulting in inefficiencies and delays processing development projects. The proposed reorganization of positions will allow for a better service model and augment efficiencies within the department in contract management, calculation of fees and plan-check tracking and permitting.

Un-funding the Building Inspector I and funding an Administrative Analyst I position in its place will have minimal impact on the department as it will be offset by the recent addition of a permanent, full-time Chief Building Inspector and the recruitment of an additional vacant Building Inspector position.

Police Department

The Police Department Records Unit is currently staffed with a Records Supervisor, one full-time Records Technician and two part-time Community Services Officers that are assigned to the records unit, one of which is currently vacant. There have been many disadvantages to the department throughout the years with staffing the records unit with part-time staff; disadvantages range from overwhelming workloads for the two existing full-time employees, increased turn-over rates, unsuccessful recruitment efforts and the quality of candidate the part-time position attracts.

To better meet the continued needs of the Police Department, staff is recommending that the two part-time positions that are assigned to Records be eliminated and replaced with an additional full-time Records Technician. Elevating the part-time positions to full-time will allow the opportunity for the department to provide enhanced services to the public and internal staff by expediting the time in which police records and subpoenas are processed and maintained; as well as the manner in which data is entered into the records management system and statistical and reports are submitted to State and Federal authorities.

The Records Supervisor is responsible for the direct oversight and compliance of police records. During a recent review of the Records Supervisor salary range it was determined that the annual salary range for the Records Supervisor classification is 30% below the salary ranges of other Supervisor positions in the City. As part of this consideration for the Police Department, staff is also recommending that the Records Supervisor salary range be adjusted by 30.8% to align with the other Supervisor positions in the City and to better reflect the level of responsibility of the position.

As part of this consideration for the Police Department, staff is also recommending that the Chief Secretary be reclassified to an Executive Assistant to better reflect the responsibilities and duties of the position. In addition, the position would be moved from the Confidential class of employees. Under the proposed change, the Secretary position would be eliminated and an additional Executive Assistant position would be funded in the adopted position control list at an increased salary cost of 5.1%.

Public Works Department

Since late 2019, the Public Works Department has had difficulty attracting and retaining qualified candidates to work in the Administration & Engineering Division and Water Division and the current post-pandemic job market has compounded this difficulty. Augmented staff provided by the Department's engineering consultants have partially filled some of these vacancies. This situation has provided the opportunity to adjust affected divisional organizational structures and position responsibilities to meet core functional expectations, while concurrently ensuring compliance with State regulatory authorities.

Water Division

The City's Water Division is responsible for managing the production, treatment, and distribution of safe, clean drinking water to homes and businesses in the Santa Paula service

area. The primary purpose of the Water Division is to ensure that the residents of the community have access to a reliable and safe supply of water. Water Division employees are responsible for maintaining the infrastructure needed to supply and distribute water to all City residents and businesses.

Currently, the Water Division is comprised of two sub-divisions, each requiring specialized training and State Water Board certification. There are nine (9) full-time positions assigned to Water Distribution (WD), and three (3) full-time positions assigned to Water Treatment and Production (WTP). The Water Operations Superintendent oversees all WD and WTP operators. WD operators are primarily responsible for operating and maintaining water mains, valves and hydrants; responding to customer inquiries; and reading and installing water meters. WTP operators are primarily responsible for operating, monitoring and maintaining water treatment facilities, collecting water samples, ensuring regulatory compliance, and record keeping.

Current market demand for water industry personnel has dramatically increased while the availability of qualified candidates has decreased. The Water Division's ability to attract and retain qualified personnel has been a challenge for several years, but has become more difficult in a post-pandemic job market. The current bifurcation of Water Division staff has amplified this problem creating a staffing situation that could become unsustainable over time.

WD operators are certified and trained to monitor, maintain and operate the City's water distribution system, but many are not certified and sufficiently trained to operate the City's water treatment and production facilities--the job functions of WTP operators. Given the limited number of trained WTP staff (only three employees), WTP staff are often required to serve after-hours standby duty as frequently as every other week on a rotational basis. This becomes even more problematic whenever an employee is on leave or terminates their employment with the City. Although there are some overlapping tasks and duties WD operators can provide, they are currently not required to obtain minimum water treatment certifications and participate in the specialized duties of the WTP operators. The WD operator position descriptions currently reflect this leading to limited opportunities and interest by existing WD staff to obtain the required WTP operator certifications.

Local agencies facing similar challenges have successfully addressed this problem by combining WD operator and WTP operator certification requirements and related job responsibilities into a single position description. The proposed Water Systems Operator (wSO) position description provides a progressive career track based upon an employee's certification and level of experience.

The current distribution of work in Water Division is estimated to be 70% Water Distribution and Maintenance (WD), and 30% Water Treatment and Production (WTP). A temporary schedule will be created during the transition period that will allow operators sufficient time to acclimate and acquire certifications in aspects of operations they are unfamiliar with. The number of operators converting to WSOs will determine the length of the transition period (estimated at 12-24 months). At the end of the transition period a rotational schedule will be established allowing operators to serve 70% of their time working in Water Distribution and 30% of their time working in Water Treatment. Thereafter, this schedule may be adjusted to reflect the needs of the Water Division.

Upon Council approval of the Water System Operator (Level I-IV) position description

(attached as **Exhibit C**) and related salary ranges, existing WD and WTP staff will be offered the opportunity to voluntarily switch to the WSO classification for the position level they are qualified and certified to fill. Salary ranges for the WSO I-IV classification have been established at 5% higher than the current Water Treatment Operator classification and 16% higher than the Water Distribution Operators classification.

Existing employees will be given the choice to: 1) enlist and remain in the WSO position they qualify for, 2) enlist and return to their original WD or WTP position, or 3) remain in their original WD or WTP position throughout an initial six-month period from July 1, 2023 to December 31, 2023. On or after January 1, 2024, all employee positions will remain fixed and the position control list amended to reflect the total number of WSO positions and remaining WD and/or WTP positions at that time. The WSO classification will be offered for new employee recruitments after July 1, 2023. Employees choosing not to enlist in the WSO career track will remain at their WD or WTP position level until they leave City employment.

Because the WSO IV position will have “lead” responsibilities and duties, the City will fund two WSO IV positions going forward based on the needs identified by the division and consistent with existing lead positions in the division, and ten (10) WSO III positions.

Administration & Engineering Division

The Assistant Public Works Director/City Engineer position has remained vacant since October 2019. The City Engineer is a critical position that performs licensed, professional engineering tasks referenced throughout the City’s Land Development Code. An augmented staff consultant currently fulfills the technical responsibilities of this position. The Public Works Director currently provides day-to-day staff management and oversight responsibilities for this position, which has become a challenge due to an increase in department-wide operational demand after the pandemic.

Based on the current needs of the Public Works Department, staff recommends that the Engineering Technician I position be unfunded in the position control list and be replaced with a new Permit Technician position. The new position will provide general permit processing services that do not require the extensive engineering experience normally associated with the Engineering Technician I position. The consultant City Engineer’s staff have provided these services on an as-needed basis. The Engineering Technician I position may be needed in the future contingent upon hiring an Assistant Public Works Director/City Engineer in place of the Permit Technician.

PERSONNEL IMPACTS:

In its attempt to retain a high quality workforce, the City Council adopted Resolution No. 7362 in 2021, and established guidelines for setting future salary ranges at the 25th percentile of the top step (minus the lowest and highest amounts) of three distinct surveying salary pools using regional market rates. Unfortunately, due to several reasons, including creating additional salary compaction issues within our salary schedule and limited budget, it was determined that it was not fully feasible to change the salary ranges within the guidelines established by Resolution No. 7362. As such the recommended changes to the salary ranges for the positions identified in this staff report are not in accordance with Resolution No. 7362, based

on a recent salary survey of the classifications.

Changes to salary ranges as identified in this staff report are included as **Exhibit D** of the proposed Resolution for Council's consideration and approval. Staff is seeking Council support of these alterations ahead of time to include in the upcoming two-year budget.

STRATEGIC PLAN:

This item/action supports City Council's goal of developing programs around retention under the "Operational Excellence" section of the two-year Strategic Plan by striving to develop a competitive pay structure for retention and recruitment purposes.

FISCAL IMPACTS:

Included below are the full exposure cost estimates to the impacted funds with the following assumptions: CalPERS Retirement Classic Miscellaneous Tier 2*; Max benefits (cafeteria, educational, uniform, etc.); Use of budget hours for regular (CSO & Secretary II**), overtime, and standby; No vacation cashouts included. These figures also assume top-step of each salary range.

FUND	COST INCREASE
General Funds	\$ 166,666.22
Gas Tax	\$ 2,390.28
Water	\$ 153,194.30
Sewer	\$ 3,585.44

*This amount may be less if the employees are PEPRAs and more if the employees are Miscellaneous Tier 1.

**This amount will increase if the Secretary II returns to a full time position

OPTIONS:

1. Approve Resolution No. 7459.
2. Provide alternative direction to staff.

ATTACHMENTS:

[CC Resolution_No._7459 - Reorg-41352677-v2-c1-c1.docx](#)

[Exhibit A to Reso - Info Tech Officer](#)

[Exhibit B to Reso - HR Administrator](#)

[Exhibit C to Reso - Water Systems Op I-IV](#)

[Exhibit D to Reso - Salary Schedule Revisions](#)

RESOLUTION NO. 7459

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA AMENDING THE APPROVED POSITION CONTROL LIST AND SALARY SCHEDULE TO INCLUDE NEWLY CREATED CLASSIFICATIONS AND CHANGES TO SALARY RANGES

The City Council of the City of Santa Paula does resolve as follows:

SECTION 1: On June 23, 2021, the City Council adopted Resolution No. 7347 approving the City's position control list and salary schedule. The City Council now desires to amend the control list and salary schedule as described in this Resolution.

SECTION 2: The City Council approves the reclassification of the IT Manager to Information Technology Officer and the HR Manager to Human Resources Administrator to reflect the major duties and responsibilities of each of these positions, as respectively shown in **Exhibit A** and **Exhibit B** to this Resolution.

SECTION 3: The City Council approves the creation of the Water System Operator I-IV series classification, as shown in **Exhibit C** to this Resolution, and assigns the newly created classification series to the Service Employees International Union (SEIU), Local 721 Unit (Job Class Code 350-353).

SECTION 4: The City Council amends the Salary Schedule establishing new salary ranges as shown in **Exhibit D** to this Resolution for the following positions: City Clerk, Finance Director, Human Resources Administrator, Information Technology Officer, Parks and Recreation Director, Records Supervisor and the Water System Operator I-IV series.

SECTION 5: This Resolution will become effective the first full pay period following July 1, 2023.

PASSED AND ADOPTED this 7th day of June, 2023.

Andy Sobel, Mayor

ATTEST:

Julie Latshaw, City Clerk

APPROVED AS TO FORM:

Monica Castillo, Interim City Attorney

EXHIBIT A

Job Class: Executive Management
Job Code: 01-110
FLSA Status: Exempt

CITY OF SANTA PAULA, CALIFORNIA

CHIEF TECHNOLOGY OFFICER

JOB DEFINITION: Under general administrative direction of the City Manager, plans, directs, manages, and oversees the activities and operations of the Information Technology Division, including responsibility for and oversight of all information technology and communications systems for the City; supervises and coordinates projects for data networks including development and implementation of strategic and operational plans and budget management; building and maintaining network infrastructures, problem solving data access for departments and overseeing security to systems; ensures work quality and adherence to established policies and procedures; provides expert professional support to the City Manager, Executive Management and City Council on information technology related matters, and performs related duties as assigned.

This position is designated as "at-will", serving at the pleasure of the City Manager, and subject to discharge without notice and right to appeal.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth to address business needs and changing business practices.

- Provides a variety of technical information, support and related services City-wide; participates in the development of policies and procedures; recommends new programs, projects, and establishes acceptable IT related practices;
- Prepares and implements the program budget; recommends projects to be accomplished in the short and long range goals of the City; monitors the division's expenditures and coordinates requests for budget adjustments.
- Oversees and maintains PC systems, servers, networks, internet access, and communication systems and equipment at multiple facilities including critical public safety facilities which operate 24/7.
- Plans, coordinates, prioritizes, monitors and participates in the work of staff responsible for the City-wide computer hardware and software assistance and support; develops, implements and monitors work plans to achieve goals and objectives; monitors and prioritizes helpdesk tickets for the scheduling of technical support.
- Analyzes network functions and systems to determine the feasibility and application of network data communications technologies and appropriate alternatives for network systems; responds to and resolves inquiries and requests made relative to network, communication and PC systems by end-users.

Adopted: June 7, 2023

Job Class: Executive Management

Job Code: 01-110

FLSA Status: Exempt

- Evaluates, implements and maintains new network software applications purchased from third-party vendors and assists in user training; compiles, integrates and analyzes information gathered from users to select or upgrade networks.
- Oversees the purchasing and inventory of network and PC equipment, communication networks and equipment, and resource materials and related equipment.
- Acts as security officer for the City's network systems; establishes and maintains appropriate security levels for all users, hardware and software on the system.
- Coordinates user production, quality assurance and scheduling issues with the department's systems administrator and/or system analysts of the various city computer needs.
- Maintains appropriate logs, reports, equipment failure activity, and analyzes production and control statistics appropriate for supplementing audit reviews and security to ensure proper authorization and management of computer resources.
- Monitors computer and/or communications equipment and network operations and performance; performs preventive maintenance, diagnoses, repairs, adjusts, replaces equipment and/or software; Coordinates equipment service and maintenance with outside vendors; coordinates regular maintenance windows with staff to limit downtime; troubleshoot unplanned outages and technical issues.
- Manages, installs and maintains hardware, including Police dispatch systems, MDC computers for public safety vehicles, EOC command post trailer, citywide video surveillance systems, law enforcement body cameras, VMware server environments, solar power to water tanks and remote camera systems.
- Serves as administrator of Local Area Networks (LAN) and Wide Area Networks (WAN) including standard Ethernet cabling, SM and MM Fiber Optic cabling, PtP and PtMP wireless networking at multiple facilities, office automation and distributed systems, ensuring network performance and security; provides technical support and troubleshooting for computer equipment, hardware, and software issues, backup procedures and upgrading existing systems.
- Maintains and administers user access and security to multiple systems and platforms including but not limited to: Granicus Agenda Management and video streaming system, Tyler Incode financial management and EnerGov permit management, Microsoft Active Directory and Exchange Server, Laserfiche Document Management, Police Dispatch Voice Recording system, IBM AS/400, 911 Call recording systems, Netmotion VPN Server, TracNet RMS and CAD systems for Police, Windows Servers, iSCSI/NFS SAN/NAS arrays, VoIP phone systems, File servers, Print Servers, Spam filter, and any other hardware or application connecting to the city network.
- Respond to City-wide inquiries and requests regarding all communication and network systems and equipment at the user site and resolve any related technical issues.
- Performs related duties as assigned.

Adopted: June 7, 2023

Job Class: Executive Management
Job Code: 01-110
FLSA Status: Exempt

MINIMUM QUALIFICATIONS – *Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

Education: A Bachelor's degree from an accredited college or university with major course work in computer science, management information systems or a related field. A Bachelor's degree can be substituted with ten or more years of increasingly responsible information technology work experience with at least five years at a management level. A Master's degree in a related field is desirable.

Experience: Five years of increasingly responsible information technology experience, including two years in a supervisory capacity.

License; Certificates; Special Requirements: A valid Class C California driver's license. Work may be required on evenings, weekends and holidays. Position may require on-call status during non-office hours for emergencies.

Knowledge of: Operation, services, and activities of a comprehensive information technology program; advanced principles and practices of computer science and information systems; advanced principles and practices of program development and administration; principles of complex network systems, security measures, tools, policies and practices; concepts, principles, and practices of information system strategic planning and emerging technologies; operational characteristics of mainframe and networking systems; use, capacity, characteristics and limitations of computer hardware and software; computer application systems in a Local Area Network (LAN) and Wide Area Network (WAN); principles and practices of municipal budget preparation and administration; inventory control management; principles of supervision, training, and performance evaluation; pertinent Federal, State, and local laws, codes, and regulations.

Ability to: Oversee and participate in the management of a comprehensive information systems program; oversee, direct, and coordinate the work of lower level staff; select, supervise, train, and evaluate staff; participate in the development and administration of division goals, objectives, and procedures; prepare and administer program budgets; prepare clear and administrative and financial reports; analyze user needs and develop cost effective solutions utilizing appropriate technology; manage the installation, maintenance, and repair of telecommunication and data communication equipment and software; analyze problems; identify alternative solutions, project consequences of proposed actions and implement recommendation in support of goals; interpret and apply Federal, State, and local policies, laws, and regulations; operate office equipment including computers and supporting software and database applications including, VMware vSphere, Microsoft Active Directory, Microsoft Exchange; adapt to changing technologies and learn functionality of new equipment and systems; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.

Physical and Environmental Demands: Sufficient physical ability to work in an office setting: sit, stand, walk, reach, twist, turn, kneel, bend, squat, stoop for prolonged period of time, and/or strength and agility to lift up to 50 lbs of computer equipment.

Adopted: June 7, 2023

Job Class: Executive Management
Job Code: 01-110
FLSA Status: Exempt

Adopted: June 7, 2023

EXHIBIT B

Job Class: Executive Management
Job Code: 01-102
FLSA Status: Exempt

CITY OF SANTA PAULA, CALIFORNIA
HUMAN RESOURCES ADMINISTRATOR

DEFINITION: Under the direction of the City Manager, plans, organizes, directs, and manages the activities and operations of the Human Resources Office and Risk Management; oversees and directs comprehensive City-wide human resources management programs including recruitment, selection, employment, classification, compensation, employee relations, management and employee development, performance appraisal, benefits, worker's compensation, and other services; coordinates assigned activities with other divisions, departments, and outside agencies; provides expert professional assistance and guidance to City management in human resources and employee relations matters; provides highly responsible and complex administrative support to the Personnel Officer (City Manager) in areas of expertise; and performs related duties as assigned.

This position is designated as "at-will", serving at the pleasure of the City Manager, and subject to discharge without notice and right to appeal.

ESSENTIAL DUTIES AND RESPONSIBILITIES: *The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth to address business needs and changing business practices.*

- Assumes management responsibility for all Human Resources programs, services, and activities, including risk management, occupational safety, worker's compensation, recruitment and selection, employee benefits administration, job analysis and classification, compensation, employee and labor relations, labor negotiations, employee training and development, and general human resources administration.
- Develops, directs, and coordinates the implementation of goals, objectives, policies, procedures, and work standards for the department; establishes, within City policy, appropriate budget, service, and staffing levels.
- Manages and participates in the development and administration of the department's annual budget; directs the forecast of additional funds needed for staffing, equipment, materials, and supplies; directs the monitoring of and approves expenditures; directs and implements adjustments as necessary; provides data necessary for the City's cost allocation plan.
- Selects, trains, motivates, and directs department personnel; evaluates and reviews work for acceptability and conformance with department standards,

Job Class: Executive Management

Job Code: 01-102

FLSA Status: Exempt

- Prepares and directs the preparation of a variety of written work including contracts, Memoranda of Understanding, MOU amendments, Requests for Proposals, letters, memoranda, staff reports, resolutions, ordinances, the biannual Equal Employment Opportunity Report, and the annual OSHA Form 200.
- Advises and makes recommendations to department managers regarding complex and day-to-day personnel issues and organizational changes.
- Analyzes laws, legislation, and requirements pertaining to public personnel administration, risk management, worker safety, employee benefits, employee leaves, and general human resources related issues; recommend policy and procedural changes to implement adopted legislation.
- Ensures compliance with Federal and State laws related to benefits and return to work including: Family Care and Medical Leave; Pregnancy Disability Leave; Workers' Compensation Leave; California Family Rights Act; and the Americans' with Disability Act.
- Responds to complaints from regulatory agencies such as the Equal Opportunity Employment Commission (EEOC) and the California Department of Fair Employment and Housing (DFEH).
- Responds to requests for information from the public, other agencies, employees, employee associations, and other City departments.
- Maintains current knowledge of new trends and innovations in the field of human resources; attends and participates in professional group meetings; participates in professional development activities; reads publications relevant to area of assignment.
- Makes presentations to the City Council, City employees, labor associations, and others as required; create handouts, agendas, and presentation materials for meetings as needed.
- Perform other duties as assigned.

Job Class: Executive Management

Job Code: 01-102

FLSA Status: Exempt

including computers and related software applications; understand, interpret, explain and apply applicable federal, state and local policies, laws and regulations as well as court decisions governing the City's human resource management program; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work; respond and perform assigned duties in the event of a City declared emergency.

Physical and Environmental Demands: Sufficient physical ability to work in an office setting: sit, stand, walk, reach, twist, turn, kneel, bend, squat, stoop for prolonged period of time, and/or strength and agility to lift up to 50 lbs of computer equipment.

EXHIBIT C

CITY OF SANTA PAULA

WATER SYSTEM OPERATOR I/II/III/IV

DEFINITION:

Under immediate supervision progressing to general supervision, performs a variety of semi-skilled to highly skilled activities and functions related to the operation, maintenance, and repair of the City's water system, including production, treatment, storage and distribution facilities and related appurtenances; performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

Water System Operator I: This is the entry-level position in the Water System Operator class series. Initially under close supervision, incumbents with basic maintenance experience learn City infrastructure, systems, and facilities, use of tools and equipment, and a wide variety of practices and procedures. Because employees at this classification level may be in a training capacity, such position does not require significant previous work experience in the applicable field. Employees in this classification are typically supervised while performing limited, well-established or routine duties. As experience is gained, assignments become incrementally more varied and complex requiring greater independence. Incumbents are required to advance to the minimum Water System Operator I certification level (Grade D1) issued by the State of California Water Resources Control Board within one year of appointment and a Water Treatment Plant Operator Certificate (T1) within two years.

Water System Operator II: Employees in this classification are considered to be in an apprentice-level capacity until the necessary certification experience requirement for a more advanced Water System Operator is met. Incumbents are sufficiently competent to independently perform assigned tasks skillfully and safely and will have achieved the minimum shift operator certification required to operate the City's water treatment facilities (Grade T-1) and water distribution system (Grade D-2) with supervision. Positions at this level receive instruction or assistance from more experienced operators until journey-level understanding of water system operations and procedures is achieved.

Positions in the Water System Operator class series are flexibly staffed and positions at the Water System Operator II classification are normally filled by advancement from the Water System Operator I classification after gaining the required experience, meeting satisfactory performance standards, obtaining all professional certifications, and after demonstrating the ability to perform the work of the higher-level classes.

Water System Operator III: This is the journey-level class of the Water System Operator series. Incumbents are competent to independently perform a number of assigned tasks skillfully and safely. Positions at this classification are distinguished from the next lower classification by the performance of the full range of duties, working independently while exercising judgment and initiative and will have achieved the minimum shift operator certification required to independently operate the City's water treatment facilities (Grade T-2) and water distribution system (Grade D-3) with little or no supervision. Positions at this level receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit. Incumbents with the Water System Operator III classification are distinguished from the lower operator classifications by the ability to perform a broader range of highly skilled work and may occasionally act in a lead capacity overseeing project-specific performance of other Water Division staff.

Positions in the Water System Operator class series are flexibly staffed and positions at the Water System Operator III classification are normally filled by advancement from the Water System Operator II classification after gaining the required experience, meeting satisfactory performance standards, obtaining all professional certifications and after demonstrating the ability to perform the work of the higher classes.

Water System Operator IV: This is the advanced, journey-level classification in the Water System Operator series. Incumbents will have achieved the minimum shift operator certification required to serve as Chief Plant Operator (Grade D-4 and Grade T-2) on an as-needed basis. Under general supervision, employees with this classification exercise a high level of discretion and independent judgment in performing the full range of routine to complex activities and functions related to the operation, maintenance, and repair of the water production, treatment and distribution facilities and related appurtenances. This class is distinguished from the lower Water System Operator classes by the degree of independent action that is frequently required for accomplishing highly complex assignments. This position may frequently act in a lead capacity overseeing project-specific performance of other Water Division staff.

ESSENTIAL DUTIES AND RESPONSABILITIES

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

Water System Operator I/II:

- Performs semi-skilled and skilled work in the operation and maintenance of facilities and equipment utilized in the production, treatment, and distribution of water including storage facilities.

- Inspects wells, storage facilities, pumps, motors, generators, chemical feeders, valves, electrical and electronic controls, recording and measuring devices, and related equipment; performs preventative maintenance as required.
- Maintains pumping stations and performs preventative maintenance on motors, pumps, gauges, and related equipment.
- Collects and records flow, pressure, gauge readings, well levels, and sample test results; performs field testing such as chlorine, pH, temperature, and turbidity with portable measuring devices.
- Controls proper chemical dosage rates for groundwater and distribution system requirements.
- Responds to and documents water quality complaints in the water distribution system.
- Maintains landscape and performs maintenance around reservoirs, wells, and associated facilities; keeps sites in a clean and orderly condition including painting facilities and equipment on a regular basis.
- With supervision, makes decisions as shift operator controlling the flow and pressure of the water system and storage facilities manually or using SCADA (system control and data acquisition); maintains or adjusts system flow and pressure to meet consumer and fire flow demands and maintains minimum pressure requirements.
- Performs bacteriological water sampling and prepares collected samples for shipping; collects water samples as required for maintaining water quality compliance with State and Federal regulatory agencies.
- Reports unusual conditions and notifies supervisor of the need for any repairs.
- Excavates to install, maintain, and repair water pipelines using proper methods.
- Replaces or repair meters as required.
- May perform construction activities such as repair and replace asphalt or concrete, and minor carpentry.
- Assists with repairs and tests City backflow prevention devices and with administration of the City's backflow prevention management-software.
- Works in confined space environments such as vaults and pits; uses air monitoring equipment to detect unsuitable air quality.

- Reads and interprets plans and specifications; maintains associated records as required.
- May assist construction and maintenance crews on a relief or emergency basis.
- Utilizes safe work practices, including safety precautions for operating power equipment, working in traffic and under hazardous conditions.
- Frequently uses a personal computer, tablet, phone or related electronic equipment to assist with the logging and/or tracking of daily work assignments; maintains other work-related records as needed. Proficient in Microsoft Word, Excel, Outlook, Google Sheets, Google Forms and other software related to record keeping and communication.
- Standby 24-7 rotation shifts to responds to all water related emergencies.
- Performs other related duties as assigned.

Water System Operator III/IV:

- Provides lead direction and training as required on assigned projects related to the installation, maintenance, and repair of facilities and equipment utilized in the production, treatment, and distribution of water including storage facilities.
- Inspects wells, storage facilities, pumps, motors, generators, chemical feeders, valves, electrical and electronic controls, recording and measuring devices, and related equipment; performs preventative maintenance as required.
- Maintains pumping stations and performs preventative maintenance on motors, pumps, gauges, and related equipment.
- Collects and records flow, pressure, gauge readings, well levels, and sample test results; performs field testing such as chlorine, pH, temperature, and turbidity with portable measuring devices.
- Controls proper chemical dosage rates for groundwater and distribution system requirements.
- Responds to and documents water quality complaints in the distribution system.
- Provides specialized support in the planning and implementation of the City's cross-connection control program; inspects, tests, and repairs City backflow devices as needed; assists with the administration of the City's backflow prevention software program.

- Maintains landscape and performs maintenance around reservoirs, wells, and associated facilities; keeps sites in a clean and orderly condition including painting facilities and equipment on a regular basis.
- Makes independent decisions as shift operator controlling the flow and pressure of the water system and storage facilities manually or using SCADA (system control and data acquisition); maintains or adjusts system flow and pressure to meet consumer and fire flow demands and maintain minimum pressure requirements.
- Performs bacteriological water sampling and prepares chain of custody for shipping; collects water samples as required for maintaining water quality compliance with State and Federal regulatory agencies.
- Reports unusual conditions and notifies supervisor of the need for any repairs.
- Excavates to install, maintain, and repair water pipelines using proper methods.
- Replaces or repairs meters as required.
- May perform construction activities such as repairing and replacing asphalt or concrete, minor carpentry, electrical, and plumbing.
- Works in confined space environments such as vaults and pits; uses air monitoring equipment to detect unsuitable air quality.
- Reads and interprets plans and specifications; maintains associated records as required.
- May assist construction and maintenance crews on a relief or emergency basis.
- Utilizes safe work practices, including safety precautions for operating power equipment, working in traffic and under hazardous conditions.
- Works in confined space environments such as vaults and pits; uses air monitoring equipment to detect unsuitable air quality.
- Frequently uses a personal computer, tablet, phone or related electronic equipment to assist with the logging and/or tracking of daily work assignments; maintains other work-related records as needed. Proficient in Microsoft Word, Excel, Outlook, Google Sheets, Google Forms and other software related to record keeping and communication.
- Ensures proper safety precautions and that the worksite is maintained in a safe and orderly condition; installs shoring as required and sets up traffic control to maintain a safe worksite.

- Operates and/or drives a variety of light and heavy-duty equipment and vehicles typically used in water system maintenance and construction activities.
- Provides timely and responsive corrective actions to citizen's questions, concerns, and claims.
- Performs other related duties as assigned.

MINIMUM QUALIFICATIONS

Education: High school diploma or equivalent.

Experience:

Water System Operator I: Six (6) months of experience performing manual labor in general construction or maintenance.

Water System Operator II: One (1) year of experience as a Water System Operator I or an equivalent level of increasingly responsible experience in the construction, maintenance, and/or repair of utility systems, facilities, and related appurtenances. The incumbent must possess the required licenses and certifications.

Water System Operator III: Two (2) years of experience as a Water System Operator II or three (3) years of an equivalent level of increasingly responsible experience in the construction, maintenance, and/or repair of utility systems, facilities, and related appurtenances. The incumbent must possess the required licenses and certifications.

Water System Operator IV: Two (2) years of experience as a Water System Operator III or Five (5) years of an equivalent level of progressively responsible experience in the repair of utility systems, facilities, and related appurtenances. The incumbent must possess the required licenses and certifications.

License:

Water System Operator I/II: Possession of a valid California Class "C" Driver's License by time of appointment and a satisfactory driving record.

Water System Operator III/IV: Possession of a valid California Class "A" Driver's License by time of appointment and a satisfactory driving record.

Certificates:

Water System Operator I: Ability to obtain a Grade I Water Distribution Operator Certificate (D1) issued by the State of California Water Resources Control Board, within

one year of appointment and a Water Treatment Plant Operator Certificate (T1) within two years. Incumbents will remain in probationary status until certification requirement is met.

Water System Operator II: Possession of a Grade II Water Distribution Operator Certificate (D2) Grade II and a Water Treatment Plant Operator Certificate (T1) issued by the State of California Water Resources Control Board, by date of appointment.

Water System Operator III: Possession of a Grade III Water Distribution Operator Certificate (D3) a Grade II Water Treatment Plant Operator Certificate (T2) issued by the State of California Water Resources Control Board, by date of appointment.

Water System Operator IV: Possession of a Grade IV Water Distribution Operator Certificate (D4) a Grade II Water Treatment Plant Operator Certificate (T2) issued by the State of California Water Resources Control Board, by date of appointment.

Knowledge of: Safe practices in handling various chemicals used in water treatment and using a variety of mechanical and power tools and equipment in constructing, maintaining, and repairing a variety of City facilities and infrastructure; traffic laws, ordinances, rules and regulations involved in the operation of vehicle and heavy equipment operations; safe practices in handling chemical chemicals used in water treatment and using a variety of mechanical and power tools and equipment in constructing, maintaining, and repairing a variety of City facilities and infrastructure; basic electrical principles; techniques for working with concrete, welding, plumbing, carpentry, and public landscape; arithmetic sufficient to calculate volumes, areas, lengths, percentages and conversions; safe work practices, including safety precautions for operating power equipment, working in traffic and under hazardous conditions; construction and maintenance materials, methods, standards, and terminology; techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff; the structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar; modern equipment and communication tools used for business functions and program, project, and task coordination; computers and software programs to conduct, compile, and/or generate documentation.

Ability to: Operate a variety of mechanical and power tools and equipment used in the production, treatment, and distribution of water including storage facilities; perform varied and complex mechanical maintenance and repair work; diagnose problems and determine appropriate action; interpret and work from sketches, drawings, plans and specifications; learn and utilize new technology; perform heavy, manual labor under adverse working conditions; understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed; effectively represent the department and the City in meetings with governmental agencies, community groups, various business, professional, and regulatory

organizations and in meetings with individuals; learn and understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities; independently organize work, set priorities, meet critical deadlines, and follow-up on assignments; effectively use computer systems, software applications, and modern business equipment to perform a variety of work tasks; communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax; use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines; establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

Physical and Environmental Demands:

Must possess mobility to work in the field; strength, stamina, and mobility to perform medium to heavy physical work, to work in confined spaces and around machines, to climb and descend ladders, to operate varied hand and power tools and construction equipment, and to operate a motor vehicle and visit various City sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone or radio. The job involves fieldwork requiring frequent walking in operational areas to identify problems or hazards. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate above-mentioned tools and equipment. Positions in this classification bend, stoop, kneel, reach, and climb to perform work and inspect work sites. Employees must possess the ability and/or strength to lift, carry, push, and pull materials and objects weighing up to 90 pounds, or heavier weights with the use of proper equipment and assistance from other staff

Employees work in the field and are exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, confining workspace, chemicals, mechanical and/or electrical hazards, and hazardous physical substances and fumes. Employees may interact with members of the public or with staff under emotionally stressful conditions while interpreting and enforcing departmental policies and procedures.

EXHIBIT D

Comparison at step 1 to avoid compounded increase		\$1 %									
	CURRENT										
		Hourly-1	Hourly-2	Hourly-3	Hourly-4	Hourly-5	Annual-1	Annual-2	Annual-3	Annual-4	Annual-5
102	HUMAN RESOURCES MANAGER	48.36	50.78	53.32	55.99	58.79	100,588.80	105,622.40	110,905.60	116,459.20	122,283.20
103	PARKS & RECREATION DIRECTOR	55.54	58.32	61.24	64.30	67.52	115,523.20	121,305.60	127,379.20	133,744.00	140,441.60
107	FINANCE DIRECTOR/CITY TREASURER	57.20	59.97	62.88	65.94	69.15	118,976.00	124,737.60	130,790.40	137,155.20	143,832.00
111	IT MANAGER	48.36	50.78	53.32	55.99	58.79	100,588.80	105,622.40	110,905.60	116,459.20	122,283.20
283	CITY CLERK	28.78	30.13	31.55	33.04	34.61	59,862.40	62,670.40	65,624.00	68,723.20	71,988.80
274	SR. RECORDS SUPERVISOR	22.76	23.90	25.10	26.36	27.68	47,340.80	49,712.00	52,208.00	54,828.80	57,574.40
707	HUMAN RESOURCE TECHNICIAN	21.68	22.76	23.90	25.10	26.36	45,094.40	47,340.80	49,712.00	52,208.00	54,828.80
304	WATER DISTRIBUTION OPERATOR I	22.83	23.97	25.17	26.43	27.75	47,486.40	49,857.60	52,353.60	54,974.40	57,720.00
314	WATER DISTRIBUTION OPERATOR II	23.97	25.17	26.43	27.75	29.14	49,857.60	52,353.60	54,974.40	57,720.00	60,611.20
321	WATER DIST OPERATOR III	25.16	26.42	27.74	29.13	30.59	52,332.80	54,953.60	57,699.20	60,590.40	63,627.20
325	WATER DIST WORKER IV	26.43	27.75	29.14	30.60	32.13	54,974.40	57,720.00	60,611.20	63,648.00	66,830.40
322	LEAD WATER DIST OPERATOR	27.75	29.14	30.60	32.13	33.74	57,720.00	60,611.20	63,648.00	66,830.40	70,179.20
318	WATER TREATMENT/PROD OPERATOR I	25.16	26.42	27.74	29.13	30.59	52,332.80	54,953.60	57,699.20	60,590.40	63,627.20
320	WATER TREATMENT/PROD OPERATOR II	26.43	27.75	29.14	30.60	32.13	54,974.40	57,720.00	60,611.20	63,648.00	66,830.40
336	LEAD WATER TREAT & PROD OPERATOR	27.74	29.13	30.59	32.12	33.73	57,699.20	60,590.40	63,627.20	66,809.60	70,158.40
PROPOSED		Hourly-1	Hourly-2	Hourly-3	Hourly-4	Hourly-5	Annual-1	Annual-2	Annual-3	Annual-4	Annual-5
102-R	HUMAN RESOURCES MANAGER - REVISED	14.8%	55.53	58.31	61.23	64.29	115,502.40	121,284.80	127,358.40	133,723.20	140,400.00
103-R	PARKS & RECREATION DIRECTOR - REVISED	4.7%	58.14	61.05	64.10	67.31	120,931.20	126,984.00	133,328.00	140,004.80	147,014.40
107-R	FINANCE DIRECTOR/CITY TREASURER - REVISED	3.7%	59.33	62.30	65.42	68.69	123,406.40	129,584.00	136,073.60	142,875.20	150,009.60
111-R	IT MANAGER - REVISED	16.1%	56.16	58.97	61.92	65.02	116,812.80	122,657.60	128,793.60	135,241.60	142,001.60
283-R	CITY CLERK - REVISED	3.4%	29.77	31.26	32.82	34.46	61,921.60	65,020.80	68,265.60	71,676.80	75,254.40
274-R	SR. RECORDS SUPERVISOR - REVISED	30.8%	29.77	31.26	32.82	34.46	61,921.60	65,020.80	68,265.60	71,676.80	75,254.40
707-R	HUMAN RESOURCE TECHNICIAN - REVISED	5.6%	22.89	24.03	25.23	26.49	47,611.20	49,982.40	52,478.40	55,099.20	57,844.80
350	DUAL OPERATOR I - COMPARED TO WATER DIST I	15.7%	26.42	27.74	29.13	30.59	54,953.60	57,699.20	60,590.40	63,627.20	66,809.60
351	DUAL OPERATOR II - COMPARED TO WATER DIST II	15.8%	27.75	29.14	30.60	32.13	57,720.00	60,611.20	63,648.00	66,830.40	70,179.20
352	DUAL OPERATOR III - COMPARED TO WATER DIST III	15.8%	29.14	30.60	32.13	33.74	60,611.20	63,648.00	66,830.40	70,179.20	73,694.40
353	DUAL OPERATOR IV - COMPARED TO WATER DIST IV	15.8%	30.60	32.13	33.74	35.43	63,648.00	66,830.40	70,179.20	73,694.40	77,376.00
354	LEAD DUAL OPERATOR - COMPARED TO LEAD WATER DIST	15.8%	32.13	33.74	35.43	37.20					
350	DUAL OPERATOR I - COMPARED TO WATER TREAT/PROD I	5.0%	26.42	27.74	29.13	30.59	54,953.60	57,699.20	60,590.40	63,627.20	66,809.60
351	DUAL OPERATOR II - COMPARED TO WATER TREAT/PROD II	5.0%	27.75	29.14	30.60	32.13	57,720.00	60,611.20	63,648.00	66,830.40	70,179.20
353	LEAD DUAL OPERATOR - COMPARED TO LEAD TREAT/PROD	15.8%	32.13	33.74	35.43	37.20	66,830.40	70,179.20	73,694.40	77,376.00	81,244.80

\$300 monthly stipend included in range 107 & 701 for City Treasurer and City Clerk duties respectively

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: James Mason, Community & Economic Development Director

Subject: FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT FOR FIRE PROTECTION AND RELATED SERVICES BETWEEN THE CITY OF SANTA PAULA AND THE VENTURA COUNTY FIRE PROTECTION DISTRICT

Date: June 7, 2023

Agenda Item: 11.C

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute the proposed First Amendment to the Memorandum of Agreement (MOA) with the Ventura County Fire Protection District.
2. Authorize the City Manager to execute all documents necessary to carry out the First Amendment to the MOA in forms approved by the City Attorney.

Presented by: James Mason, Economic Development Director

BACKGROUND:

On May 15, 2018, the City and the Ventura County Fire Protection District (“Fire District”) executed a Memorandum Of Agreement (“MOA”) to memorialize the annexation of the City into the Fire District and the Fire District’s provision of regional fire, emergency medical, hazardous materials, and related services to the City.

Among other things, the MOA provides that the City will transfer and lease to the Fire District certain fire stations and related real properties following annexation. In particular, the MOA provides:

1. The City will convey the property sited with then-City Fire Station No. 81 (currently Fire District Station No. 29) to the Fire District and the district will design and construct a new fire station to replace the existing station.
2. The Fire District will lease then-City Station No. 82 (currently operating as Fire District Station No. 26) from the City and thereafter design and construct a new fire station to be located in, or within 0.5 miles of, the City’s boundary.

Under the current MOA, the Fire District must begin construction of the new stations by the fifth anniversary of the MOA’s effective date, or May 15, 2023. In addition, the MOA obligates the City to make certain financial commitments, including, among other things, to transfer to the Fire District a 1.5-acre parcel dedicated by Limoneira Company to the City (“Dedication Property”). Ultimately, the Dedication Property was not transferred to the Fire District due to

its environmental condition.

In addition to the Dedication Property transfer falling through, factors beyond the Fire District's and City's control have made it infeasible to start construction of the new stations by May 15, 2023. Tonight, staff is requesting Council approve the proposed First Amendment to the MOA ("Amendment") to facilitate the construction of the new stations in light of these changed circumstances.

ANALYSIS:

The attached proposed Amendment (Exhibit A), approved and executed by the Fire District as of May 16, 2023, contains the following changes to the MOA:

1. Instead of conveying the Dedication Property, City will convey the Station 26 parcel to the Fire District, as well as an easement, and will terminate the current lease.
2. The May 15, 2023 construction start dates of the new stations will be extended as follows:
 - Construction of a new Station 29 will begin no later than seven (7) years from the effective date of the MOA (i.e. May 15, 2025).
 - Construction on an expanded and remodeled Station 26 will begin no later than nine (9) years from the effective date of the MOA (i.e. May 15, 2027). However, the Fire District will have no obligation to complete construction by this date if it is not yet occupying the new Station 29.

The foregoing exception to the May 15, 2027 construction start date of Station 26 ensures the Fire District will be able to maintain its service obligations to the City and its residents.

Exhibits 1 through 3 to the proposed Amendment are attached to this staff report as Attachments 2 through 4, respectively, and consist of:

- Attachment 2 - Original MOA
- Attachment 3 - Form Grant Deed for Station 26
- Attachment 4 - Form Easement Deed for Station 26

STRATEGIC PLAN:

There are no strategic plan objectives associated with this item.

FISCAL IMPACTS:

There are no fiscal impacts associated with this item.

OPTIONS:

In addition to the recommended action, the Council may:

1. Not authorize the first amendment to the MOA which will impact the fire services received by the City.

ATTACHMENTS:

[ATTACHMENT A - 1st Amend to MOA Signed by Fire District-c1.pdf](#)

ATTACHMENT B - Exhibit 1 to MOA Amend (Original MOA)

ATTACHMENT C - Exhibit 2 to MOA Amend - Form Grant Deed

ATTACHMENT D - Exhibit 3 to MOA Amend- Form Easement Deed

ATTACHMENT A

PROPOSED FIRST AMENDMENT TO MOA

**AGREEMENT AND FIRST AMENDMENT TO MEMORANDUM OF
AGREEMENT FOR FIRE PROTECTION AND RELATED SERVICES
BETWEEN THE CITY OF SANTA PAULA AND THE VENTURA
COUNTY FIRE PROTECTION DISTRICT**

This AGREEMENT AND FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT FOR FIRE PROTECTION AND RELATED SERVICES BETWEEN THE CITY OF SANTA PAULA AND THE VENTURA COUNTY FIRE PROTECTION DISTRICT (this “First Amendment”) is made and entered by and between the City of Santa Paula, a California municipal corporation (the “City”), and the Ventura County Fire Protection District (the “Fire District”), a special district operating pursuant to the Fire Protection District Law of 1987.

RECITALS

A. Hereinafter, the City and the Fire District may be referred to individually as a “Party” and collectively as the “Parties.”

B. On or about May 15, 2018, the Parties executed that certain MEMORANDUM OF AGREEMENT FOR FIRE PROTECTION AND RELATED SERVICES BETWEEN THE CITY OF SANTA PAULA AND THE VENTURA COUNTY FIRE PROTECTION DISTRICT (“MOA”) to memorialize their agreement for the annexation of the City into the Fire District and the Fire District’s provision of regional fire, emergency medical, hazardous materials, and related services (“Services”) to City. The MOA (including all exhibits) is attached hereto as Exhibit 1.

C. Among other things, the MOA provides that in consideration of the City being annexed into the Fire District and the Fire District providing Services to the City that the City will transfer and lease to the Fire District certain fire stations and related real properties. In particular, the MOA provides that after annexation (i) the City shall convey title to real property on which Santa Paula City Fire Station (“City Station”) No. 81 is located (currently operating as Fire District Station No. 29) and thereafter the Fire District will pursue design and construction of a new fire station to replace City Station No. 81 (“New District Station No. 29”), including the possibility of constructing a new fire station at the same location as City Station No. 81; and (ii) the Fire District shall lease City Station No. 82 (currently operating as Fire District Station No. 26) from the City and thereafter the Fire District would pursue design and construction of a new fire station to be located in, or within 0.5 miles of, the City’s boundary (“New District Station No. 26”, together with New District Station No. 29, the “New Stations”). According to Sections 3(C) and 3(D) of the MOA, the Fire District shall begin construction of the New Stations by the fifth anniversary of the MOA’s effective date, or May 15, 2023.

D. In addition, the MOA obligates the City to make certain financial commitments, including, among other things, to transfer to the Fire District its fee interest in that certain 1.5-acre parcel of real property dedicated by Limoneira Company to the City pursuant to Paragraph 3.6 of the First Amended and Restated Development Agreement between the City and Limoneira Company, dated February 26, 2015 (“Dedication Property”).

E. Since execution of the MOA, the Parties have diligently pursued their obligations and been satisfied with each other's performance under the MOA; however, due to events beyond each Party's control, including but not limited to the environmental condition of the Dedication Property and the time required to obtain necessary permits and approvals for the construction, remodel, and/or expansion of fire stations, the Parties agree that it is proper to amend the MOA.

F. With respect to the construction of New District Station No. 29, the Parties have begun discussions to let the Union Oil Company Building parking lot located at 1033 East Main Street, Santa Paula, California for use as a temporary fire station. The temporary station is intended to be used until the District completes construction of New District Station No. 29. The Parties further recognize that commencement of construction by May 15, 2023 (as required by the MOA) is not feasible.

G. In light of the changed circumstances surrounding the New Stations and the Dedication Property, the Parties desire to enter this First Amendment pursuant to Section 1(C) of the MOA to (i) substitute the Dedication Property with new consideration for the Fire District and (ii) to update the schedules and timelines for the construction, remodel, and/or expansion of the New Stations. Specifically, the Parties wish extend the construction commencement dates for the New Stations and to substitute City Fire Station No. 82 (currently leased and operating as Fire District Station No. 26 by the Fire District) for the Dedication Property. Neither Party owes the other any debt under that lease.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter contained, and intending to be legally bound hereby, the Parties agree as follows:

SECTION 1. The foregoing Recitals are true and correct and are made a part of this First Amendment as if fully set forth herein.

SECTION 2. Promptly after execution of this First Amendment, the City shall convey title to the real property on which City Station No. 82 (currently operated by the Fire District as Fire Station No. 26) is located ("Station No. 26 Property") to the County of Ventura for the benefit of the Fire District by grant deed, free and clear of all liens and encumbrances except existing easements in the form attached hereto as Exhibit 2. At the same time and as part of the conveyance of title to the Station No. 26 Property, the City shall convey an easement to the Fire District in the form attached hereto as Exhibit 3.

SECTION 3. Upon conveyance of the Station No. 26 Property to the County of Ventura pursuant to Section 2 of this First Amendment, that certain lease to the Fire District of City Fire Station No. 82 (currently operated by the Fire District as Fire Station No. 26) pursuant to Section 3(D) of the MOA, executed by the Parties on or about April 23 and May 25, 2018, shall thereby be terminated and, upon such termination, each Party shall, and hereby does, release the other from any and all obligations or debts pursuant to that lease.

SECTION 4. Section 3(C) of the MOA is amended to read, in its entirety, as follows:

(C) The Fire District will diligently pursue design and construction of a new fire station to replace City Station No. 81 to serve the City, including the possibility of building the new fire station at the current location of City Station No. 81 ("Station 81 Property"). City staff will be consulted to provide input throughout the design process for a new fire station to replace City Station No. 81. If the Fire District does not use the Station 81 Property as a fire station for a period of 12 consecutive months, the property shall revert to the City as provided for by grant deed, Recorder's Document No. 20181106-00124764-0. The Fire District shall commence construction of a new fire station to replace City Station No. 81 on or before the seventh (7th) anniversary of the Effective Date of this MOA.

SECTION 5. Section 3(D) of the MOA is amended to read, in its entirety, as follows:

(D) The City shall convey title to City Station No. 82 to the County of Ventura for the benefit of the Fire District by grant deed, free and clear of all liens and encumbrances except existing easements. The grant deed shall be in the form attached hereto as Exhibit 8. At the same time and as part of the conveyance of title to City Station No. 82, the City shall convey an easement to the Fire District in the form attached hereto as Exhibit 9. The Fire District will diligently pursue design and construction of a remodeled and expanded City Station No. 82 to serve the City. City staff will be consulted to provide input throughout the design process of a remodeled and expanded City Station No. 82. The Fire District shall commence construction of a remodeled and expanded City Station No. 82 on or before the ninth (9th) anniversary of the Effective Date of this MOA. Notwithstanding the foregoing, to ensure that the Fire District remains able to effectively and safely provide to the City the services and staff described in Section 2 of the MOA, the Parties agree that the Fire District shall have no obligation to commence or complete construction of a remodeled and expanded City Station No. 82 prior to the Fire District's occupation of the new fire station described in Section 3(C).

SECTION 6. The phrase "and in alignment with the timing of the transfer of the 'Dedication Property' described in section 5(C) of this MOA" is deleted from Section 5(B) of the MOA.

SECTION 7. Exhibits 8 and 9 are added to the Exhibits list in the MOA to read as follows:

8. Fire Station 82 Grant Deed
9. Fire Station 82 Easement

SECTION 8. Except as provided in this First Amendment, all other terms and conditions of the MOA shall remain in full force and effect. In the event of a conflict between this First

Amendment and the MOA, the provisions of this First Amendment shall control. Whenever the term "MOA" is used in the MOA, it shall mean the MOA as amended by this First Amendment.

SECTION 9. This First Amendment may be executed in counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

SECTION 10. The Parties agree that this First Amendment may be transmitted and signed by electronic or digital means by either/any or both/all parties and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code Section 16.5 and California Civil Code Section 1633.7.

IN WITNESS WHEREOF, the Parties have executed this First Amendment through their duly authorized representatives as of the last date set forth below ("Effective Date").

CITY OF SANTA PAULA

By: _____

Name: Dan Singer

Title: City Manager

Date: _____

**VENTURA COUNTY FIRE
PROTECTION DISTRICT**

By: 

Name: DUSTIN GARDNER

Title: Fire Chief

Date: 5-18-23

**MEMORANDUM OF AGREEMENT FOR
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THE CITY OF SANTA PAULA AND THE VENTURA COUNTY
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**MEMORANDUM OF AGREEMENT FOR FIRE PROTECTION AND
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This Memorandum of Agreement ("MOA") is made by and between the Ventura County Fire Protection District, a California special district (hereafter the "Fire District"), and the City of Santa Paula, a California municipal corporation (hereafter the "City").

RECITALS

WHEREAS, the City has decided to join the Fire District for fire protection, hazardous materials, emergency medical, and all related services as authorized by California Government Code section 54981 and the Fire District is authorized to provide such services pursuant to California Health and Safety Code section 13800, et seq.;

WHEREAS, it is the desire of the City to receive regional fire protection services from the Fire District due to the benefits afforded by regional service delivery, including the following benefits:

- The construction of two new fire stations providing for enhanced fire service;
- The provision of two Type-1 fire engines to replace outdated fire engines;
- The provision of a wildland fire engine designed specifically to fight brush fires;
- Access to two new Fire Hawk helicopters;
- Access to full-time professional arson investigators, the regional HazMat team and the regional urban search and rescue team; and
- Access to the Fire District's Regional Training Center;
- The Fire District's agreement that the City shall receive any costs recovered for loss of its fire engine and equipment destroyed in responding to the Santa Clara Waste Water incident.

WHEREAS, it is the desire of the parties hereto to address, by this MOA, all matters related to the provision of fire protection services to the City;

NOW, THEREFORE, the Fire District and the City agree as follows:

AGREEMENT

SECTION 1. EFFECTIVE DATE

(A) The effective date of this MOA ("Effective Date") shall be the date of its approval by the Board of Directors of the Fire District, provided that this MOA has been approved by the City Council of the City by that date.

(B) The provision of services shall commence on the date established by the Fire Chief of the Fire District, hereinafter referred to as "commencement date of services," which will be on or promptly after the date of recordation of the certificate of completion of the annexation of the City to the Fire District, hereinafter referred to as "date of annexation." In no event shall the commencement date of services be later than 180 days after the date of annexation.

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(C) A review of the MOA's terms may be initiated at any time by either party, upon written notice to the other, and modifications may be made to this MOA upon written consent of both parties. The parties agree to negotiate in good faith and deal fairly with respect to performance under this MOA and with respect to any proposed modifications to this MOA.

SECTION 2. SERVICES AND ADDITIONAL STAFFING

(A) Services to be provided by the Fire District to the City are detailed in the Plan for Service, dated August 7, 2017, and include fire suppression services, which include emergency medical response, rescue operations, mass casualty incident response, arson investigation and major disaster response, fire prevention services, which include pre-development planning, plan submittal review, development and post occupancy inspections, fire and building code administration, and dispatch and communication services, plus all Fire District support services including, but not limited to, supervision, training, equipment maintenance, supplies, and procurement, collectively referred to herein as "services." The Plan for Service, dated August 7, 2017, is attached hereto as Exhibit 1, and the Ventura County Fire Protection District Fee Schedule (the "Fee Schedule"), for FY 2017/2018, is attached hereto as Exhibit 2 and incorporated by this reference. The Fire District's most current Fee Schedule will apply upon and after annexation.

(B) *Additional Services.* The Fire District will provide the following additional services:

- (i) *State Mandated Annual Inspections.* The Fire District will conduct annual inspections of E, R-1, R-2, R-2.1, and R-4 occupancies.
- (ii) *Fire Code Permit Issuance and Inspections.* The Fire District will review and condition all Fire Code permit applications for hazardous activities as identified in the Fire Code. The Fire District will assess a review fee, payable by the applicant, prior to conditioning permits. At the Fire District's discretion, an on-site inspection may be required before the issuance or re-issuance of a permit.
- (iii) *Filming Permit Issuance and Inspections.* As part of the City's issuance of film permits, the Fire District will review and condition all film permit applications for fire and life safety issues. The Fire District will assess a review fee, payable by the applicant, prior to conditioning permits. At the Fire District's discretion, an on-site inspection may be required before the issuance or re-issuance of a permit. The Fire District, in its sole discretion, will determine if an on-site fire safety officer is required for the duration of any filming activities. All applicable fees will be paid by the applicant in accordance with the Fee Schedule.
- (iv) *Special Event Permit Review and Inspections.* As part of the City's issuance of special event permits, the City will conduct an initial review to provide

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requirements other than for fire and life safety. The Fire District will review and condition all special event permit applications for fire and life safety issues, including required on-site inspections. Additional permits and fees may be required based on the type of event and activities that are being proposed. The Fire District's costs for providing Fire District personnel for special events held in the City shall be charged to the City for City-sponsored events. For all non-City-sponsored events, the applicant shall be charged for all applicable fees.

- (v) Fireworks Permit Issuance and Inspections. City shall conduct an initial review to provide requirements other than for fire and life safety. The Fire District will review and condition all fireworks permits for fire and life safety issues. The Fire District will assign a Fire Prevention Safety Officer for the day of the event. The applicant will be responsible for the cost of Fire District personnel assigned to the fireworks show, with the exception of public shows scheduled on the Fourth of July. Costs for Fire District personnel assigned to scheduled public shows on the Fourth of July will be covered by the Fire District.
- (vi) Fire Hazard Complaints and Inspections. The Fire District will review and respond to all fire hazard complaints submitted by citizens, City staff, and cooperating fire prevention and response agencies.
- (vii) Fire Protection System Maintenance Enforcements. The Fire District, to enforce the maintenance of fire protection systems, will review reports that the owners of the systems are required to make.
- (viii) Community Education and Exercises. The Fire District will participate in and support community emergency preparedness, education, training, and exercises. The City shall retain responsibility for its internal emergency management and related programs. The City will receive the same community education and training that the Fire District provides to all other cities served by the Fire District, as outlined in the Plan for Service (see sections E, F, G, and H thereof).
- (ix) Water Providers. Without cost to the Fire District, the City shall ensure that the City's water purveyors provide adequate fire flow and hydrants, as determined by the Fire District, for fire protection and training purposes within the City.
- (x) Fire Hydrant Inspections. The Fire District, at its discretion, will annually inspect all publicly owned fire hydrants within the City ensuring proper clearance and that an appropriate hydrant street marker is installed. The Fire District shall install a replacement marker as needed at no cost to any entity. Fire hydrants will be flow tested every five years and flushed every three years.

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by the water purveyor. The Fire District shall not flow or flush hydrants without approval from the water company except for training and emergency operational needs. Fire District personnel shall not lubricate caps, threads, or stems of any hydrant. The Fire District shall notify the City's water purveyors, in writing, of any maintenance requirements as soon as possible after such inspections and at any other time the Fire District becomes aware of maintenance or repair requirements. Fire District personnel will maintain annual records of all hydrant inspections and will make these records available to the City upon its request.

- (xi) **Response Reports.** At the request of the City, the Fire District shall provide to the City statistical response information reports. The criteria utilized in the preparation of such reports shall be determined by the City Manager as approved by and requested through the Fire District's assigned Division Chief. Records requests will be limited to those records not exempt from disclosure as defined in Government Code section 6254 and other related law.

(C) *Additional Staffing.* The Fire District will provide the following additional staffing:

- (i) The Fire District shall assign a Division Chief or higher ranking manager who will serve in the role of the City's Fire Chief. The Fire District will also assign a Battalion Chief, working from a fire station of its choosing, to provide day-to-day management and supervision of Fire District personnel providing fire services to the City. The City's Fire Chief will attend City staff and City Council meetings as recommended by the Fire District or requested by the City Council or City Manager. Should an emergency preclude such attendance, City staff will be notified by Fire District staff.
- (ii) The Fire District shall assign Fire Prevention staff as necessary to provide fire prevention-related services. Fire Prevention staff will be available at the Fire Prevention counter, located at the Fire District's headquarters in Camarillo, during normal business hours, and the Fire District shall also make Fire Prevention staff available at the City's Community Development Department upon reasonable request from the City Manager. In addition, Fire Prevention staff will attend City project-related meetings as warranted by a project's scope; however, during times of emergency activity, Fire Prevention availability may be limited.

SECTION 3. FIRE STATIONS

(A) As used in this section, the term "City Station" shall mean the land and improvements situated thereon consisting of fire station buildings and appurtenances thereto owned by the City before the Effective Date of this MOA. Prior to that date, the City owned two

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such Fire Stations, one located at 114 South 10th Street (City Station No. 81) and another located at 536 West Main Street (City Station No. 82). At the date of annexation, City Station No. 81 will become Fire District Fire Station No. 29 and City Station No. 82 will become Fire District Station No. 26 as described in section 5.A of the Plan for Service.

(B) The City shall convey title to City Station No. 81 to the County of Ventura for the benefit of the Fire District by grant deed, free and clear of all liens and encumbrances except existing easements, on or promptly after the date of annexation. The grant deed shall be in the form attached hereto as Exhibit 3. At the same time and as part of the conveyance of title to City Station No. 81, the City shall convey an easement to the Fire District in the form attached hereto as Exhibit 4.

(C) The Fire District will diligently pursue design and construction of a new fire station to replace City Station No. 81 to serve the City, including the possibility of building the new fire station at the current location of City Station No. 81. City staff will be consulted to provide input throughout the design process for any new fire stations constructed within the City. If the Fire District determines the existing City Station No. 81 site is inadequate for a new fire station and the current facility is vacated by the Fire District for a period of 12 consecutive months, the Fire District will deed the City Station No. 81 site back to the City pursuant to the terms of the grant deed and easement (Exhibits 3 and 4). The Fire District plans to commence construction of a new fire station on or before the fifth anniversary of the Effective Date of this MOA.

(D) The City shall lease City Station No. 82 to the Fire District pursuant to the terms set forth in Exhibit 5. The Fire District will diligently pursue design and construction of a second new fire station to serve the City. The second new fire station shall be constructed in, or within one-half (0.5) mile of, the City's boundary limit prior to expiration of the lease for City Station No. 82. City staff will be consulted to provide input throughout the design process for any new fire station constructed pursuant to this subparagraph (D). The Fire District also agrees that the construction of a new fire station to replace City Station No. 82 shall commence on or before the fifth anniversary of the Effective Date of this MOA.

(E) Except as otherwise provided in Exhibit 5, the Fire District shall be responsible for all maintenance, repairs, and improvements to the City Stations and lands conveyed to the Fire District in fee under this section 3, as well as any new fire stations subsequently constructed by the Fire District within or near the City pursuant to this section 3. The Fire District shall be solely responsible for all utilities, and other operational costs associated with such fire stations. The Fire District shall maintain property and casualty insurance with full replacement value coverage on City Stations Nos. 81 and 82. The City Stations shall be maintained in full compliance with applicable federal and state laws and regulations and local ordinances.

(F) The City shall provide the Fire District with access to City Station No. 81 and City Station No. 82 prior to the date of annexation to conduct environmental studies and infrastructure upgrades, including but not limited to Phase 2 environmental assessments and the installation of

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microwave systems to support data networks, installation of antennae, installation of cables and conduits, installation of hardware, and repairs and enhancements to facilities and grounds. If the Fire District makes any changes to City Station No. 81 or City Station No. 82 prior to the date of annexation, the Fire District will return these fire stations to their current condition should the annexation not be completed.

(i) *Microwave Installations.* The City will permit the Fire District to install microwave systems to support data networks for use when these facilities are occupied by Fire District personnel. Any equipment and materials installed by the Fire District will remain the property of the Fire District and can be removed at any time at the sole discretion of the Fire District.

(ii) *Alerting and Radio Systems.* Existing alerting and radio systems in Fire Station Nos. 81 and Station 82 shall become the property of the Fire District on the date of annexation. The City shall ensure that all such alerting and radio systems are in working condition when the Fire District commences occupation of the Fire Stations.

(iii) *Voice and Fax Lines.* The City will transfer all landline telephone systems and current assigned phone numbers supporting voice communications at Fire Station Nos. 81 and 82 as well as any current analog fax lines at each station to the Fire District and they will become the responsibility of the Fire District upon occupation of these Fire Stations by Fire District personnel. The Fire District will install and maintain, at the Fire District's expense, all necessary infrastructure to support voice and fax systems.

(iv) *Miscellaneous Equipment.* Upon the date of annexation and prior to the Fire District's occupation of Fire Station Nos. 81 and 82, the City shall remove all existing computers and printers from the facilities. Existing telephones, fax machines, and telephone routers and switches will remain in both facilities for use by and at no cost to the Fire District.

SECTION 4. VEHICLES, EQUIPMENT AND APPARATUS

(A) As set forth in this section, all fire apparatus, vehicles and equipment necessary to perform the services required by this MOA shall be furnished by the Fire District.

(B) In the event new fire apparatus, vehicles and equipment need to be purchased or existing fire apparatus, vehicles and equipment need to be repaired or replaced, the Fire District shall have the sole responsibility for and discretion regarding purchasing such fire apparatus, vehicles and equipment or making such repairs. New fire apparatus, vehicles and equipment purchased by the Fire District shall belong solely to the Fire District.

(C) On the commencement date of services, the City shall transfer to the Fire District all right, title and interest in those vehicles and fire apparatus identified by the Fire District in Exhibit B to the Plan for Service, together with all firefighting equipment and apparatus used in connection with the transferred vehicles. All vehicles, equipment and apparatus not identified in

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Exhibit B to the Plan for Service will remain the sole property and responsibility of the City.

(D) All right, title and interest in the transferred fire apparatus, equipment and vehicles shall be conveyed by the City to the Fire District free and clear of any encumbrances. The City shall be responsible for satisfying any and all outstanding loans or liens against said vehicles prior to conveyance to the Fire District.

SECTION 5. FINANCIAL COMMITMENTS OF THE CITY

(A) *Transfer of Property Tax Revenue.* The City shall permanently transfer to the Fire District a portion of the City's allocation of property tax revenue as set forth in Resolution No. 2017-7065, a "Joint Resolution of the City Council of the City of Santa Paula and the Board of Supervisors of the County of Ventura, Acting on Behalf of the Ventura County Fire Protection District Pursuant to Revenue and Taxation Code section 99, Agreeing to the Negotiated Exchange of Property Tax Revenues on Annexation of the City of Santa Paula into the Ventura County Fire Protection District for Purposes of Fire Protection and Emergency Medical Services," dated July 25, 2017 ("Resolution No. 2017-7065").

(B) The City shall pay four million dollars (\$4,000,000.00) to the Fire District from the development impacts fees required to be paid by Limoneira Company to the City pursuant to paragraph 3.6 of the First Amended and Restated Development Agreement made between the City and Limoneira Company, dated February 26, 2015 (the "Development Agreement"). These funds shall be transferred to the Fire District within 180 days after the commencement date of services by the Fire District and in alignment with the timing of the transfer of the "Dedication Property" described in section 5(C) of this MOA.

(C) Paragraph 3.6 of the Development Agreement also requires Limoneira Company to dedicate an approximately 1.5-acre parcel within the development known as East Area 1 to the City to house a fire station (the "Dedication Property"). Within 180 days after the commencement date of services by the Fire District under this MOA, the City shall obtain the Dedication Property from Limoneira Company in fee and transfer its fee interest in the Dedication Property to the County of Ventura by executing and delivering to the County of Ventura a grant deed in the form attached hereto as Exhibit 6. The County of Ventura shall have the right to convey or otherwise transfer its interest in the Dedication Property, provided that the deed transferring title to the Dedication Property to any private party must state that use of the Dedication Property shall comply with the provisions of the Santa Paula Municipal Code and state law.

(D) In accordance with Resolution No. 2017-7065, a portion of the City's property tax revenue shall be permanently transferred to the Fire District upon annexation. The amount of property tax transferred to the Fire District shall be equal to seventy-nine percent (79%) of the amount of property tax revenue allocated to the City in the formula used prior to the date of annexation, with the Fire District's resulting share of the total property tax revenue equaling sixteen and one-half percent (16.5%) of all property tax allocated based on the appraised value of all property and possessory interest taxes within the boundaries of the City.

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Pursuant to section 5 of Resolution No. 2017-7065, the City agrees to directly pay to the Fire District all funds due under the terms of Resolution No. 2017-7065 for the period of time from the date of annexation until full implementation of the adjustments required by the annexation are made to the Ventura County Property Tax system by the County Auditor Controller (the "adjustment period"). For purposes of this MOA, "all funds due" is defined as 79% of the property tax revenue apportioned to the City during the adjustment period. The "property tax revenue" subject to this calculation is defined as the net apportionment amount reported by the County Auditor Controller on the Property Tax Collections and Apportionment Reports and all Residual Redevelopment Property Tax Trust Fund (RPTTF) apportionments for the adjustment period. Special assessments are not part of "property tax revenue." Apportionments subject to the transfer are: Secured, Unsecured, Secured Redemption, PY Unsecured, Excess Proceeds, Supplemental, Supplemental Redemption, Interest, HOPTR, HOPTR Supplemental, and RPTTF. Attached as Exhibit 7 is a list of tax apportionments ("Apportionment Schedule") from the County Auditor Controller's Office with those that apply to the City highlighted in yellow.

The Fire District shall invoice the City quarterly for all payments due during the adjustment period based on each of the highlighted apportionments made by the County Auditor Controller during the quarter immediately preceding the invoice. The City shall pay the amounts so invoiced within 30 days of receipt of the invoice. Using the December 2017 Current Secured Apportionment Report (Number 010-01) for the City as an example, the following is provided as a hypothetical example of a payment calculation:

- Assume date of annexation is May 26, 2018.
- December 2017 Current Secured net apportionment amount distributed to City is \$1,819,563.43.
- The immediate transfer from City to Fire District would be \$143,745.51, calculated as follows:
 - December 2017 net appointment amount $\$1,819,563.43 \times 79\% = \$1,437,455.11$
 - $\$1,437,455.11 \times 10\%$, which is the percentage reached by dividing the 36 days remaining in current fiscal year (May 26 to July 1) by the total days in the fiscal year (365 days) = \$143,745.51.

(E) All revenue on and after the date of annexation for development impact fees collected by the City pursuant to Santa Paula Municipal Code Chapter 160 for fire suppression facilities, vehicles and equipment, as those fees are established in the Development Impact Mitigation Fee Update, dated March 9, 2016, as well as all such funds currently held in trust by the City, shall be allocated and passed-through to the Fire District by the City.

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SECTION 6. FINANCIAL COMMITMENTS OF THE FIRE DISTRICT

After the commencement date of services, the costs associated with providing, maintaining, operating and replacing any and all property (real or personal), vehicles or equipment previously maintained or furnished by the City for fire protection shall be borne by the Fire District unless otherwise provided herein or by separate written agreement.

SECTION 7. PERSONNEL

(A) *Assumption of Existing Personnel.* Employees of the City's Fire Department as of the Effective Date of this MOA will be eligible for employment with the Fire District under the following terms and conditions:

(i) *Available Positions for Transfer.* The Fire District agrees to offer employment, via transfer, to eligible City Fire Department employees to fill the following specific numbers of open positions within the Fire District:

Suppression Personnel

- 4 Fire Captains
- 6 Fire Engineers
- Up to 8 Firefighters

Non-Suppression Personnel

- 1 Fire Specialist

(ii) All such offers of employment are contingent upon (1) City Fire Department employees' timely applying for these positions using the lateral transfer application process of the Fire District and the County of Ventura and (2) the agreement of the Fire District and the Ventura County Professional Firefighters Association ("VCPFA") to amend section 522 of the Memorandum of Agreement between the Fire District and VCPFA ("VCPFA MOA") to provide for the lateral transfer of positions covered by the VCPFA MOA other than Firefighter. The County of Ventura's application form for lateral transfers is located on the County of Ventura's Human Resources website at http://vcportal.ventura.org/CEO/HR/docs/Lateral_Transfer.pdf.

(iii) In order to be eligible to transfer, a City Fire Department employee must meet at least the minimum qualifications of the position at the Fire District to which that employee seeks a transfer and must satisfy the general eligibility requirements for lateral transfers, which are summarized in subsection (iv), "Eligibility Requirements," below, and consent to and successfully complete a County of Ventura-initiated background check and the Fire District's full pre-employment medical evaluation.

(iv) *Eligibility Requirements.* In accordance with section 1345-1.4.14 of article 4 of chapter 3 of division 1 of the Ventura County Ordinance Code, section 1006 of the County's Personnel Rules and Regulations, and chapter VIII(A)-12 ("Lateral Transfer from Outside the

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County Service”) of the County’s Administrative Policy Manual, the parties agree that in order to be eligible for transfer to the Fire District each City Fire Department employee:

- a. Must be classified in a classification that performs the same or substantially the same duties and has the same or substantially the same responsibilities as the class to which the employee requests to transfer, and the class to which the employee requests to transfer requires the same or lesser minimum qualifications as the class in which the employee is currently employed; and
- b. Must have achieved employment in the qualifying class as the result of a qualifying or competitive personnel merit system (civil service) examination; and
- c. Must have satisfactorily completed a probationary period in the class from which the employee is transferring prior to the effective date of the lateral transfer; and
- d. Must have performed satisfactorily in employment in the City Fire Department and not have been considered for separation due to misconduct or poor performance on or after the Effective Date of this MOA; and
- e. Must meet the eligibility requirements for the position to which the employee is applying for transfer within the Fire District.

(v) The City agrees to provide the County Executive Office’s Human Resources Division with written confirmation that each City Fire Department employee who applies for transfer to the Fire District was hired by the City through a qualifying or competitive personnel merit system examination. In addition, the following specific qualifications are required for the positions within the Fire District:

Requirements for “Fire Captain” Classification

- Must have at least five (5) years of firefighting experience;
- Must be certified as an emergency medical technician (“EMT”) by the California Emergency Medical Services Authority (“EMSA”); and
- Contingent upon VCPFA’s agreement to amend the County of Ventura’s Fire Captain class specification minimum qualifications, must possess and maintain a minimum of a valid unrestricted California Class C driver’s license. Additionally, regardless of the class of license (A, B, or C), must also possess the Firefighter Endorsement. Should VCPFA decline to amend the subject class specification, then City Fire Department employees applying for transfer to the Fire Captain classification must possess a valid unrestricted California Class B driver’s license with proper endorsements.

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Requirements for "Fire Engineer" Classification

- Must have at least three (3) years of line firefighting experience; and
- Contingent upon VCPFA's agreement to amend the County of Ventura's Fire Engineer class specification minimum qualifications, must possess and maintain a minimum of a valid unrestricted California Class C driver's license. Additionally, regardless of the class of license (A, B, or C), must also possess the Firefighter Endorsement. Should VCPFA decline to amend the subject class specification, then City Fire Department employees applying for transfer to the Fire Engineer classification must possess a valid unrestricted California Class A driver's license with proper endorsements.

Requirements for "Firefighter" Classification

- Must be at least 21 years of age at time of application;
- Must have a high school diploma (or equivalency);
- Must be certified as an EMT by the California EMSA;
- Contingent upon VCPFA's agreement to amend the County of Ventura's Firefighter class specification minimum qualifications, must possess and maintain a minimum of a valid unrestricted Class C California driver's license. Additionally, regardless of the class of license (A, B, or C), must also possess the Firefighter Endorsement. Should VCPFA decline to amend the subject class specification, then City Fire Department employees applying for transfer to the Firefighter classification must possess a valid unrestricted California Class A driver's license with proper endorsements; and

Requirements for "Fire Specialist" Classification

- Must have one (1) year full-time paid experience as a fire inspector with a city, county, state or federal fire organization
OR
- One (1) year full-time paid experience in a related inspection field such as building inspector, code enforcement officer or other similar position with responsibilities for inspection and code enforcement within a private, local, state or federal organization;
AND
- Must have successfully completed a minimum of two (2) core classes (each having at least three (3) units of credit) from the Uniform Fire Technology/Science curricula
OR
- Have successfully taken and completed five (5) core classes (three (3) units each) from the Uniform Fire Technology/Science curricula;

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AND

- Must possess a valid California driver's license.

(vi) *Suppression Personnel.* The Fire District agrees to offer employment, via transfer, for fire suppression personnel only to the extent that each City Fire Department employee applicant satisfies the required transfer criteria and successfully passes, in the determination of the Fire District and the County of Ventura's Director of Human Resources ("DHR"), a background check that includes the DHR's review of the applicant's City personnel file, training records and applicable certificates, and Department of Motor Vehicle ("DMV") records, as well as a pre-employment physical and drug test as required by the Fire District. An applicant's failure to pass the required background check, pre-employment physical, or drug test, or to meet the eligibility requirements listed above, shall disqualify that person from employment with the Fire District pursuant to the terms of this MOA. An applicant who is offered and accepts employment with the Fire District pursuant to the terms of this MOA shall be hired as a new Fire District employee subject to the same rules and process applicable to other new hires for these positions. If a Fire District position is not available in the specific rank held by such new Fire District employee while employed by the City, then such employee shall be placed in the closest comparable and available position in the Fire District, in the determination of the Fire District.

(vii) *Non-Suppression Personnel.* The Fire District agrees to offer employment, via transfer, for one non-suppression fire prevention officer ("Fire Specialist"). Any City Fire Department employee applicant for the Fire Specialist position must satisfy the transfer requirements listed above and successfully pass, in the determination of the Fire District and the DHR, a background check that includes a review of the applicant's City personnel file, training records and applicable certificates, and DMV records, as well as a pre-employment physical and drug test as required by the Fire District. Failure to pass the required background check, pre-employment physical, or drug test, or to meet the eligibility requirements listed above, shall disqualify that person from employment with the Fire District pursuant to the terms of this MOA. The level of pay for this Fire District position will be based on the applicant's experience, qualifications and certifications, as well as the availability of positions within the Fire District at the time of the transfer.

(B) *Pay and Benefits of Transferred Employees.* The base wage of City Fire Department employees who are hired by the Fire District pursuant to the terms of this MOA ("transferees" or "transferred employees") shall be their current base rate or the minimum of the pay range of the classification for which they have been hired, whichever is greater. Benefits received by the transferees while employed by the City shall terminate upon transfer to the Fire District. Prospectively, other benefits with the Fire District shall be provided in accordance with the County of Ventura's Personnel Rules and Regulations and the County of Ventura's Administrative Policy Manual, as well as Article 7, "Flex Benefit Program," Article 8, "Other Compensable Benefits," and all other applicable sections of the VCPFA MOA.

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(C) *Probationary Period.* According to section 1345-1.4.9 of article 4 of chapter 3 of division 1 of the Ventura County Ordinance Code, section 1006 of the County of Ventura's Personnel Rules and Regulations, and section 1901 of the VCPFA MOA, all new employees of the Fire District and County of Ventura must serve a probationary period. Therefore, all transferred employees shall serve a probationary period in accordance with said section 1901, which reads as follows:

Length of Probationary Period: The probationary period for Safety Members is twenty-six (26) pay periods, which equals two thousand, nine hundred twelve (2,912) hours exclusive of overtime. The probationary period for non-safety members is thirteen (13) pay periods, which equals one thousand, forty (1040) hours exclusive of overtime. If federal, state or local law requires a longer probationary period, such law shall prevail.

(D) *Seniority.* The seniority status of each transferred employee will be that of a new employee, with employment commencing on the date of annexation or the actual date of transfer to the Fire District, whichever is later in time. All transferees will be eligible to compete for future promotional opportunities within the Fire District as soon as they are eligible to do so according to the Fire District's requirements for new employees. However, contingent upon VCPFA's agreement to amend section 1201 of the VCPFA MOA to allow for such considerations, any transferee's length of employment with the City's Fire Department will be counted for purposes of qualifying for promotions within the Fire District such that, when applying for promotions, such prior experience within the City's Fire Department shall be considered as if it were experience within the Fire District on a 1:1 basis. Should VCPFA decline to amend section 1201 of the VCPFA MOA, a transferee's employment with the City's Fire Department will not be counted for the purposes of qualifying for promotion within the Fire District.

(E) *Vacation/Sick Leave.* Contingent upon VCPFA's agreement to amend section 1303 of the VCPFA MOA to allow for time worked with the City's Fire Department to be credited toward vacation accrual levels, at the start of employment with the Fire District, any transferee (whether suppression or non-suppression personnel) will be credited with one year of service for every two years of employment with the City's Fire Department but only for purposes of establishing the level of combined leave accrual. For example, a transferee who worked for the City's Fire Department for twelve (12) years will be eligible for the combined leave accrual level equivalent to a Fire District employee with six (6) years of service within the Fire District. Such combined leave accrual amounts are established under section 1303 of the VCPFA MOA. Should VCPFA decline to amend section 1303 of the VCPFA MOA, transferees shall not be credited with any service time and will be eligible for the combined leave accrual equivalent of a new hire in accordance with the VCPFA MOA. Additionally, transferees will receive an advanced sick leave credit in accordance with section 1403 of the VCPFA MOA, which reads as follows:

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Advance Sick Leave Credit: New regular, full-time employees shall receive an advance sick leave credit of thirteen (13) bi-weekly pay periods as sick leave accrual as of the date of hire. Said sick leave credit advancement shall be balanced upon completion of thirteen (13) bi-weekly pay periods of service or upon earlier separation.

(F) *Assignments in Fire District for Transferred Employees.* Transferred Employees shall not be permanently assigned nor temporarily assigned for any length of time to any fire station within the City for a period of at least 12 months from the date of annexation. Transferred employees will be permitted to work shift trades and voluntary and mandatory overtime during this 12-month period. After the completion of the 12-month period, transferred employees will be permitted to transfer according to section 2207 of the VCPFA MOA.

(G) *Retirement Contributions.* As required by section 503.A of the VCPFA MOA, all transferred employees "shall contribute as retirement contributions an amount equal to one-half of the normal cost rate of the applicable retirement formula." Such contribution rates are determined by the Ventura County Employees' Retirement Association ("VCERA"). Furthermore, pursuant to section 7522.02 of the Government Code, all transferred employees who do not elect retirement from the City's retirement plan, CalPERS, may establish reciprocity with VCERA. In order to establish such reciprocity, the transferee must meet all VCERA requirements, including those set forth in state and federal law, as well as affirmatively apply for reciprocity through VCERA. VCERA's "Incoming Reciprocity Request Form" is located on its website at <http://vcportal.ventura.org/vcera/docs/forms/Incoming%20Reciprocity%20Form.pdf>.

(H) *Unfunded Retirement Plan Liability.* The City will retain all liability for any unfunded retirement plan liability as of the date of annexation for all transferees. The City will also retain all liability for any vested retirement benefits of all transferees, such as health insurance maintenance payments. The Fire District will not be responsible for and will not accept any liability regarding any transferred employees that arises from their employment with the City up to and through the date of annexation or such transferred employees' date of transfer to the Fire District, whichever occurs later in time.

(I) *General Liability for Conduct of City Employees.* The City shall remain solely responsible for any and all claims and litigation alleging negligence or wrongdoing by the City or any City Fire Department employee due to the conduct of any City Fire Department employee, or others within the City, occurring before the commencement date of services. The City will defend, indemnify, and save harmless the Fire District and the County of Ventura, including all of their boards, agencies, departments, officers, employees, agents and volunteers, against any and claims, demands, lawsuits, liability, judgments, debts, loss, damages and expenses (including, without limitation, costs and legal fees) including, without limitation, those arising from injuries or death of persons, and for damages to property, arising directly or indirectly out of any City Fire Department employee's actions or inaction occurring prior to the commencement date of services.

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SECTION 8. ENVIRONMENTAL LIABILITY

(A) The City agrees to defend and indemnify the Fire District against, and to hold the Fire District harmless from, any loss, damages, claims, expenses or liabilities (including, without limitation, costs and attorney's fees) resulting from any mitigation, repair or removal of, or allegations of release of hazardous materials or petroleum products from, any underground or above ground storage tanks on any properties deeded or leased to the Fire District by the City, except to the extent such alleged release, damage or liability was caused by the sole negligence or willful misconduct of Fire District employees or contractors.

(B) The City hereby agrees to defend and indemnify the Fire District against, and to hold the Fire District harmless from, any loss, damages, claims, expenses, liabilities, demands, lawsuits, judgments or debts (including, without limitation, costs and attorney's fees) resulting from any mitigation, repair or removal of, or allegations of the presence or release of hazardous construction materials from, any properties deeded or leased to the Fire District by the City, except to the extent such alleged presence or release was caused by the sole negligence or willful misconduct of Fire District employees or contractors.

SECTION 9. WORKERS' COMPENSATION

(A) Except as otherwise provided herein, the provisions of the California Labor Code shall govern workers' compensation benefits for transferred employees who sustain industrial injuries after transfer to the Fire District. However, notwithstanding section 5500.5 et seq. of that Code, the City agrees to reimburse the Fire District for the City's proportionate share of all medical, legal, administrative, and any other indemnity costs for which the Fire District is found liable for industrial injuries apportionable, in whole or in part, to any transferee's employment with the City. The City's responsibility, as provided for herein, shall not be affected by any change in federal or state law.

(B) The City and the Fire District shall cooperate in the ongoing management of any workers' compensation claims pending, filed or denied during the time any transferees are employed by the Fire District by providing such information as is deemed necessary for the City and the Fire District to cooperatively manage a workers' compensation claim filed by any transferee. The City shall notify the Fire District of any claims pending, filed, or denied, and any temporary or permanent work restrictions imposed, with respect to a transferee. The Fire District shall notify the City of any claims pending, filed, or denied, and any temporary or permanent work restrictions imposed, with respect to any transferee who has a pending workers' compensation claim involving the City or who asserts a workers' compensation claim during employment with the Fire District for which the City is potentially liable in whole or in part. The City shall be responsible for adjusting and paying all costs related to all claims filed or pending prior to the transferee's date of employment with the Fire District. This responsibility of the City is subject to contribution from the Fire District for any post-transfer injury or

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exacerbation of an existing injury already at issue in a pending workers' compensation claim filed by a transferee.

(C) The Fire District shall be solely liable in workers' compensation for any claim of a specific injury occurring on or after the date of transfer of a transferred employee, except to the extent that injuries, illnesses or conditions that occurred or existed prior to the date of transfer contributed to the transferred employee's disability or need for medical care. In such case, the Fire District shall be entitled to apportionment and recovery in contractual indemnity from the City for the proportional share of all costs, including indemnity, medical expenses and allocated claim expenses, as determined by the primary treating physician, qualified medical examiner or agreed medical examiner found to have provided the controlling opinion in the adjudication of the claim. The City shall provide copies of its entire workers' compensation files on all City Fire Department employees who apply to transfer to the Fire District.

SECTION 10. CITY ACCESS TO FIRE DISTRICT FUEL SUPPLIES

The City reserves the right to use the Fire District's fuel tanks located within the City to fuel City vehicles. The City will utilize Fire District fuel tracking forms to log all fuel used and agrees to pay the Fire District for all fuel dispensed to the City. The cost of the fuel will be at the Fire District's cost with no additional fees.

SECTION 11. ELECTRICAL SYSTEMS

The City will provide access to and absorb the cost of electrical systems used by the Fire District to support any infrastructure upgrades supporting telecommunication systems. Emergency backup power will also be provided by the City at no additional cost to the Fire District until the date of annexation and occupation of Fire Station Nos. 81 and 82 by Fire District employees.

SECTION 12. CITY KNOX LOCKS

Currently all Knox locks within the City are keyed specifically for City access. The Fire District agrees to pay for the cost of rekeying Knox locks within the City to enable Fire District personnel access to the facilities in the event of an emergency. The Fire District will conduct a review of all Knox locks known to the City. Any existing Knox locks not meeting Fire District Standard 506 will not be rekeyed by the Fire District.

SECTION 13. RATIFICATION OF VENTURA COUNTY FIRE CODE

Fire District Ordinance No. 29, known as the Ventura County Fire Apparatus Access Code, and Fire District Ordinance No. 30, known as the Ventura County Fire Code, were adopted by the Board of Directors of the Fire District pursuant to Health and Safety Code section 13869. Section 13869.7 of the Health and Safety Code requires the Fire District to present the portions of any adopted ordinance modifying building standards, as defined by Health and Safety Code section 18909, to all jurisdictions in which its ordinances will be enforced. The legislative

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body of the jurisdiction may then ratify, modify, or reject the modifications in the Fire District's adopted ordinance. The Fire District's modifications to building standards for properties within its jurisdiction are contained within chapter 9 of Ordinance No. 30. The City hereby agrees to direct its staff to present chapter 9 of Fire District Ordinance No. 30 to the City Council for ratification within 60 days of the execution of this MOA. The City also agrees that, upon the date of annexation, all other current Fire District ordinances, policies, regulations, standards, and similar documents that relate to fire and life safety shall be fully enforceable within the City and shall supersede any existing City regulations of similar nature.

SECTION 14. FIRE DISTRICT FEE SCHEDULE ADOPTION

The Fire District adopts a published Fee Schedule annually with an effective date of July 1 of each year. The Fee Schedule sets forth the costs of various services provided by the Fire District. The current adopted Fee Schedule is attached as Exhibit 2 to this MOA. The City agrees that the current Fee Schedule shall be effective upon the date of annexation.

SECTION 15. RECORDS RETENTION

(A) The City will adhere to the requirements of it as a custodian of records, which include but are not limited to the City's retention of records related to its firefighting and prevention services, as required by state and federal laws and city ordinances, for all required documentation created by the City's Fire Department up to and including the date of annexation. These records include but are not limited to the following: Fire Station Journals, Fire Incident Reports (National Fire Incident Reporting System) and Pre-Hospital Patient Care Records.

(B) City staff will maintain all records pursuant to the City's retention schedule and provide them to members of the public in accordance with the California Public Records Act and any litigation holds in effect as of the date of annexation. City staff will maintain and provide the Fire District access to the City's legacy fire prevention database for a minimum of two years after the date of annexation. Access to records shall include but is not limited to fire code permits, construction permits, special use permits, code enforcement complaints, and inspection records. All costs associated with maintaining the current database shall be the responsibility of the City.

(C) The Fire District shall act as the custodian of records and abide by its retention schedules in accordance with Fire District policies and provide access and copies in accordance with the California Public Records Act on and after the commencement date of services.

SECTION 16. ENVIRONMENTAL QUALITY ACT COMPLIANCE

The Fire District affirms and warrants that it complied with provisions of the California Environmental Quality Act of 1970, Public Resources Code § 21000, *et seq.* ("CEQA"), insofar as CEQA applied to the annexation proceedings required in annexing the City to the Fire District. The Fire District will defend the City and hold the City free and harmless from any and

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all claims, demands, or judgments arising out of allegations by third parties, if any are made, that the approval of the annexation of the City into the Fire District by the Ventura Local Agency Formation Commission on January 17, 2017, failed to comply with CEQA.

SECTION 17. GOOD FAITH AND FAIR DEALING

The Fire District and the City covenant and agree to act in good faith and deal fairly with each other regarding the performance, administration and interpretation of this MOA.

SECTION 18. INDEMNIFICATION

(A) Except as otherwise specifically provided in this MOA, neither party shall be liable for the negligent or wrongful acts of the other party in the performance of this MOA.

(B) The City agrees to indemnify, defend, and hold harmless the Fire District and the County of Ventura, its elected and appointed officials, officers, agents, and employees from any and all claims, demands, lawsuits, liability, judgments, debts, loss, damages and expenses (including, without limitation, costs and legal fees), arising from or connected with claims and lawsuits by third parties arising from the negligent or wrongful acts of the City in the performance of this MOA.

(C) The Fire District agrees to indemnify, defend, and hold harmless the City, its elected and appointed officials, officers, agents, and employees from any and all claims, demands, lawsuits, liability, judgments, debts, loss, damages and expenses (including, without limitation, costs and legal fees), arising from or connected with claims and lawsuits by third parties arising from the negligent or wrongful acts of the Fire District and the County of Ventura in the performance of this MOA.

SECTION 19. DEFAULT

(A) *Notice of Default; Cure Period.* In the event a party to this MOA fails to perform pursuant to the terms and conditions of this MOA, the party to which an obligation to perform is owed shall provide the non-performing party written notice of said non-performance, upon receipt of which notice the non-performing party will have 30 days to cure such default or otherwise comply with any request for performance. If non-performance continues beyond such 30-day period, the complaining party may pursue any and all available legal remedies.

(B) *Failure to Give Notice of Default.* A party's failure to give, or delay in giving, any notice of default shall not by itself constitute a waiver of the non-performing party's obligations, requirements or covenants under this MOA. Any failure or delay by one party to assert any rights and remedies as to the non-performance of the other party shall not operate as a waiver of any default by the other party nor of any rights and remedies available to that party.

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SECTION 20. GENERAL PROVISIONS

(A) *Severability.* In the event that any provision herein contained is adjudicated to be invalid, void, or illegal by final order of any court of competent jurisdiction, the same shall be deemed severable from the remainder of this MOA and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

(B) *Waiver.* No breach of any provision hereof can be waived unless in a writing signed by the non-breaching party. A written waiver of any particular breach of this MOA shall not be deemed to be a waiver of any other breach of the same or any other provision of this MOA.

(C) *Will and Shall.* Use of terms “will” and “shall” in this MOA have the same meaning.

(D) *Entire Agreement.* Except as set forth in Resolution No. 2017-7065, the terms and conditions herein constitute the entire agreement between the parties relating to the subject matter of this MOA and supersede any prior understanding of the parties, whether oral or written. This MOA may be modified only by further written agreement between the parties hereto.

IN WITNESS WHEREOF, the City, by a majority vote of its City Council, has approved and caused this MOA to be executed by its Mayor, which execution has been attested to by its Clerk; and, upon motion of Councilmember Martin Hernandez, seconded by Councilmember John Procter, and duly carried, the Board of Directors of the Ventura County Fire Protection District has approved and caused this MOA to be executed by its Chair, which execution has been attested to by its Clerk, on this 23 day of April, 2018.

CITY OF SANTA PAULA



Ginger Gherardi, Mayor
Dated: April 13, 2018

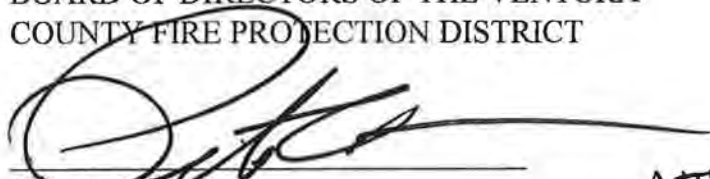
ATTEST:


Lucy Blanco
City Clerk

[Seal]

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BOARD OF DIRECTORS OF THE VENTURA
COUNTY FIRE PROTECTION DISTRICT



Peter Foy, Chair

Dated: May 15, 2018

ATTEST: Michael Powers
Clerk of the Board of Directors

By: Lori James
DEPUTY CLERK OF THE BOARD

Exhibits

1. Plan for Service
2. Fee Schedule for FY 2017/2018
3. Fire Station No. 81 Grant Deed
4. Fire Station No. 81 Easement
5. Fire Station No. 82 Lease Agreement
6. Limoneira Parcel Grant Deed from City to County of Ventura
7. City Tax Share Apportionment Schedule



Exhibit 1

City of Santa Paula
Annexation into the
Ventura County Fire Protection District
Plan for Service

1. Proposed Annexation

The City of Santa Paula (City), a municipal corporation established in 1902, and the Ventura County Fire Protection District (Fire District), a special district established pursuant to the Fire Protection District Law of 1987, jointly propose annexation of the City into the Fire District for provision of fire suppression services, rescue services, emergency medical services (EMS) and other related services by the Fire District. Annexation into the Fire District will allow the City to take advantage of the substantial economies of scale available from having the Fire District provide such services throughout the areas in and surrounding the City, including from existing Fire District stations and personnel located both nearby and throughout the County. In addition, the Fire District has mutual aid agreements with neighboring fire protection entities that are contractually obligated to assist the Fire District in fighting fires within its boundaries, which will include the City if the annexation is completed.

Annexation of the City into the Fire District will result in the assumption of all fire, rescue, and EMS services by the Fire District for the City. To cover the costs of providing such services, the City and the Fire District have executed a joint "tax exchange agreement" resolution that, should the proposed annexation be completed, will result in a transfer to the Fire District of a sufficient percentage of the City's property tax revenue to support the short and long term costs of the Fire District's providing such services to the City. Following execution of a memorandum of agreement (MOA) with the Fire District and County, regarding personnel (employees), property (fire stations and vehicles, etc.), insurance and retirement costs (e.g., workers' compensation claims coverage and pension costs), and any other related issues, the City will have no further funding obligations for the provision of fire prevention and suppression, rescues, EMS, and other public services to be delivered by the Fire District within the City once the annexation has been completed. The proposed starting date for delivery of services by the Fire District to the City, should the annexation be timely completed, is December 1, 2017.

The following table details the staffing and resources that will be provided by the Fire District to the City after annexation.

Santa Paula Annexation into Ventura County Fire Protection District - Plan for Service

Table 1. Proposed Ventura County Fire Protection District Staffing and Resources

Personnel		Resources	
Fire Chief	1	Type I Engines	46
Deputy Chief	1	Type III Engines	11
Assistant Chiefs	3	Type VI Engines	4
Division Chiefs	3	Ladder Trucks	5
Battalion Chiefs	20	Type I Hazmat Unit	4
Fire Captains	110	Quints	1
Fire Engineers	96	Heavy Rescue	1
Fire Engineer Paramedics	2	Fast Response Unit	1
Firefighters	154	Squads	3
Firefighter Paramedics	47	Water Tenders	2
Fire Control Workers	27	Utilities	10
Heavy Equipment Operators	3	Command Vehicles	15
Administrative Staff	156	Mobile Command Post	1
Fire Cause Investigators	3	Water Rescue Units	2
Hazardous Material Officer	1	Helicopters Firefighting/Wildland*	5
Public Safety Dispatchers	43	Type I Heavy Urban Search and Rescue	2
		Fire Boat**	1
		Water Rescue Jet Skis	4
		Light & Air Units	2
		Paramedic Support Vehicles	1

* The aviation program is run by the Ventura County Sheriff's Department with funding and staffing provided by the Fire District.

** Fire boat services are provided in conjunction with the County of Ventura's Channel Islands Harbor Patrol personnel.

2. Proposed Services

A. Fire Suppression

The Fire District is a full-service, all-risk organization operating thirty-two fire stations serving over 480,000 residents, covering a response area of 848 square miles of unincorporated territory and six incorporated cities within the County of Ventura, viz., Camarillo, Moorpark, Ojai, Port Hueneme, Simi Valley and Thousand Oaks. The Fire District provides a full range of emergency services personnel and resources, including fire engines, ladder trucks (with elevated stream capabilities), a fire boat (for fires located in the Channel Islands Harbor area), heavy equipment bulldozers, front end-loaders and excavators and earth moving vehicles for wildland firefighting flood prevention, mitigation and fire road construction hand crews, paramedics on select engines, rescue squads, helicopters, a large incident command center, and other fire control capabilities. Fire District staff are trained to function in various Incident Command System (ICS) capacities, including participation on Interagency Management Teams (IMT).

Staffing in Fire District stations varies depending on the level of service required at each station's location. The minimum staffing is three career firefighters for each fire engine, and four career firefighters on each ladder truck, quint and rescue engine. Quint apparatus provide operational capabilities of both fire engines and ladder trucks. Rescue engines provide the operational capabilities of a fire engine and the rescue capabilities of a ladder truck without aerial ladder and elevated stream capabilities. Squads and fast response units are staffed by two career firefighters in each with at least one being a paramedic. The Fire District's "Wildland Division" is staffed year round with increased staffing during fire season.

To provide oversight to the daily operations within the City, the Fire District will assign a Battalion Chief to provide leadership and direction for the Fire District personnel assigned to fire stations serving the City. Additionally, a Division Chief will be assigned to the City and will act as the City's Fire Chief.

B. Emergency Medical Response

The Fire District is the largest provider of pre-hospital care in the County. This high level of service is delivered using emergency medical technician (EMT) and paramedic staffed engines, trucks, squads and fast response units strategically positioned within the County of Ventura to support the public/private partnership that exists with the private ambulance transport service providers in the County. The Fire District also provides medical oversight, training and quality assurance for an Automatic External Defibrillator (AED) program, operating defibrillators within the cities of Thousand Oaks, Camarillo, and Port Hueneme as well as for the Ronald Reagan Library, Oak Park Unified School District, and Rancho Simi Recreation and Park District. The Fire District will provide the same medical oversight, training and quality assurance program to the City.

C. Hazardous Materials Response

A Hazardous Materials Regional Response Team (RRT) responds to hazardous materials incidents within the County. Responses are jurisdictional and will include partner agencies when the complexity of the incident requires a reinforced response. The RRT consists of HazMat (HM) units from the following four agencies:

- Fire District (HM50 unit from Fire District Station 50),
- Oxnard City Fire Department (HM67 unit from Oxnard City Fire Station 7),
- Federal Fire Ventura County (HM72 unit from Point Mugu Fire Station 72), and
- Ventura City Fire Department (HM6 unit from Ventura City Station 6).

In addition to these four HM teams, the Fire District provides one Hazardous Materials Officer (HMO) for all HazMat incidents. The HMO provides technical specialist services for the RRT, and serves as the liaison between the incident and regulatory agencies.

The RRT responds to all hazardous or suspected hazardous materials incidents beyond the control or mitigation of any first responders. Depending on the incident and resources available, members of the RRT may fill any position in the ICS ranging from entry and de-contamination team leaders, HazMat group supervisor, safety officer and unified incident commanders.

The Fire District's HM50 unit is a stand-alone California Office of Emergency Services certified Type 1 hazardous materials team. HM50 meets FEMA Type 1 HazMat team typing requirements. As a Type 1 HazMat team, HM50 is equipped and trained to handle incidents involving all known industrial chemical hazards (in liquid, aerosol, powder and solid forms), all unknown industrial chemical hazards (in liquid, aerosol, powder, solid, vapor and gas forms), and all known and unknown nerve agents, chemical and biological substances (WMD).

The Fire District also maintains one Decontamination Trailer. This unit provides for the rapid decontamination for up to 200 victims who have been exposed to hazardous substances.

D. Rescue Operations - All Risk

The Fire District provides Urban Search & Rescue (USAR) services with two Type 1 Heavy USAR companies advantageously located within the County. The Fire District, along with its regional partners from the fire departments of the cities of Ventura and Oxnard, have been certified by the California Office of Emergency Services (Cal OES) as a Regional Task Force for USAR. This Task Force, RTF-7, is comprised of a 30-member

team and available for response Statewide within 45 minutes of being dispatched. The USAR teams are highly trained and capable of performing complex technical rescues mitigating virtually every potential hazard. Situations where USAR teams are generally called upon to provide service are earthquakes, floods, storms, tornadoes, dam failures, trench rescues, terrorist activities, cliff rescues, structure collapses, hazardous materials incidents and confined space rescues. The Fire District also provides ocean and swift water rescue services by purposefully deploying highly trained and equipped personnel and resources in areas where impacts are anticipated. Additionally, all Fire District suppression employees are trained to operate on rope rescues, swift water rescues and various other aspects of technical rescues.

The Fire District provides training to all suppression personnel to the Confined Space Awareness Level with support personnel being trained to the Operational Level and USAR crews trained to the Technician Level. This degree of training allows for basic confined space rescue operations and the establishment of the Incident Command System while awaiting the arrival of technical rescue team members. The Fire District has the capability of performing complex rescue operations using state-of-the-art rescue equipment. The Fire District maintains and operates supplied-air breathing apparatus (SABA), intrinsically safe communications, lighting equipment, tripods for vertical entry and rescue operations, rope rescue systems, and other specialized equipment for complex confined space rescue operations.

E. Mass-Casualty Incident Response

In a joint and cooperative EMS system, the Fire District, along with the contracted ambulance providers, deploys trained and experienced personnel and resources to effectively manage mass-casualty incidents (MCI). Fixed resources include 10 self-contained MCI trailers stocked with basic medical equipment and triage supplies including backboards, blankets, trauma dressings, oxygen, triage tarps, etc. Each trailer is designed to be towed to the scene of a major medical incident. The MCI trailers are strategically located within each incorporated city in the County. There are also two state disaster medical supply trucks within the County that are housed and responded to incidents by our ambulance company partners. The Ventura County EMS System recognizes and prepares for mass-casualty incidents in the event of an act of terrorism, natural disaster, or transportation incident. Fire District resources also have additional treatment supplies in cases of an MCI involving WMD. All Paramedic Support Vehicles also have additional MCI triage/command equipment available.

F. Arson Investigation Services

The Fire District's Arson Investigation Bureau has three investigators providing fire investigative services to all County responsibility areas. Arson Investigation services are provided by one investigator who is on duty 24 hours a day on a rotating shift schedule. Should an increase in workload be encountered, the other two investigators are available

for recall to provide assistance. All Arson Investigators who perform these duties are armed Peace Officers. Their responsibility is to conduct fire investigations for cause and origin, conduct criminal investigations, and assist the local law enforcement agency and County District Attorney with the prosecution of cases. The Arson Investigation Bureau conducts over 200 investigations annually.

G. Major Disaster Response

The Fire District has a proven history of managing major incidents and disasters. Major disaster responses usually include the activation of an IMT to effectively manage the incident, and to free-up local resources and personnel. Several Fire District personnel serve on Interagency Management Teams functioning as Incident Commanders, Operation Section Chiefs, Logistics Chiefs, Safety Officers, Division/Group Supervisors, Public Information Officers, GIS Technical Specialists (mapping technicians), Helicopter Coordinators and Air Attack Group Supervisors. Fire District employees assigned to Incident Command Teams or filling positions on incidents are all certified by the National Wildfire Coordinating Group (NWCG).

3. Fire Prevention

A. Pre-development Planning

The Fire District will assign members of the Fire Prevention Engineering and Development Section to coordinate and participate in the City's development review process. This will allow Fire District personnel to provide Fire Code requirements to contractors and developers with ongoing development projects within the City. The Fire District's Fire Prevention Engineering and Development personnel will also review proposed developments, inspect proposed development sites, and meet with City and County building officials, planners and related staff to make appropriate recommendations to developers.

B. Plan Submittal Review

The Fire District's Fire Prevention Engineering and Development Section will review all residential, commercial, industrial, and manufacturing plans along with tract maps for compliance with the appropriate fire and building codes as well as local ordinances and fire prevention standards. Prevention personnel will provide written comments to developers and contractors regarding conditions and requirements for their ongoing projects and any proposed developments. Prevention staff will be available for questions pertaining to these projects and developments.

C. Development Inspection

The Fire District will provide site inspections of all developments within the City requiring such inspections. Fire Prevention personnel will coordinate and schedule inspection dates and times with the contractors and developers.

D. Post Occupancy Inspections

Pre-Fire Planning – The Fire District will perform pre-fire inspection service assessments. An engine company will perform these inspections through a coordinated effort with the Fire District's Prevention Division. Each engine company will be given a geographical area within the City and required to perform these inspections and generate pre-fire planning diagrams.

Permit Inspection and Permit Issuance – The Fire District will provide annual inspections and issue permits for occupancies as outlined in the California Fire Code and applicable County and City ordinances.

New Business Review – The Fire District will perform new business occupancy inspections upon request from the City's Planning and Building and Safety departments. The City's Building and Safety personnel would notify the Fire District when a person or company is being considered for a business license.

Code Enforcement - The most effective method of keeping the community safe from fires is through education and active code enforcement. The Fire District's Fire Safety Compliance Unit will take any necessary action to ensure residents and businesses comply with all codes, ordinances, laws, and other regulations.

E. California Fire and Building Code Administration

The Fire District administers the Ventura County Fire Code as amended from the California Fire Code as well as State Fire Marshal regulated sections of the California Building Code. As a part of the Fire District, the City will need to adopt the Fire Code as an ordinance of the City.

F. Fire Hazard Reduction Program (FHRP)

The Fire District actively promotes and enforces the requirements of its Fire Hazard Reduction Program within the Fire District and will perform inspections of parcels in the Wildland-Urban Interface areas in or adjacent to the City to ensure required clearance of combustible growth. The FHRP increases the ability of buildings to resist the intrusion of flame or burning embers projected from vegetation fires. The Fire District will identify Hazardous Fire Areas requiring application of the Defensible Space provisions included in the Fire Code, which is enforced by the Fire Code Official, along with applicable state and local fire-resistive building standards, required and enforced by the City's building official.

As Fire District residents have come to recognize, with the prolonged drought, beetle infestations and other adverse environmental events, wildland fire threats to their property occur on a year-round basis. The FHRP program has helped save lives and property within the County and has become a model for other agencies throughout California. Property owners must abate their property of weeds and other combustible vegetation that could create a fire hazard and pose a potential threat to their property, their neighbors and the community. The Fire District will diligently identify those parcels within the City that need to be added to the FHRP program list of perennial nuisances while providing notice and guidance to the property owners to gain voluntary compliance with its weed abatement program. If voluntary compliance is not obtained, the Fire District will hire others to remove the fire hazard from the property and pursue reimbursement from the property owner for all costs incurred while removing the hazard, as required by the Health and Safety Code. Generally, the Fire District has a very high rate of voluntary compliance and this translates into a high success rate in reducing neighborhood fire risk associated with vegetation mismanagement.

4. Dispatch/Communications

Santa Paula Fire is presently dispatched by the Fire Districts' Fire Communications Center (FCC) located in Camarillo, California. FCC's current communication system includes three simulcast command channels and five simplex tactical channels operating on VHF frequencies. This platform provides a robust system that can support multiple large scale incidents within the County. The FCC system also provides Mobile Computers with an integrated Automatic Vehicle Locator system (MC/AVL) and Wi-Fi hotspots on all units to support the latest generation of TriTech Computer Aided Dispatch (CAD) software. The TriTech system dispatches the closest available unit by using the call location and real time vehicle location information to determine the closest unit to the emergency. The MC/AVL's provide extensive call details, mapping and comprehensive pre-plan information, unit status, messaging and many other useful tools for responders. Patient Care Reports are generated on Motion M5 tablet computers and iPads that are linked through an integrated wireless broadband modem. Redundant broadband connectivity is provided via Wi-Fi hotspots that are incorporated in all fire apparatus.

The FCC is also a certified provider of Medical Priority Dispatch System (MPDS). MPDS is a medically approved, unified system used to dispatch appropriate aid to medical emergencies including systematized caller interrogation and pre-arrival instructions. MPDS starts with the dispatcher asking the caller key questions. These questions allow the dispatchers to categorize the call by chief complaint and set a "determinant level" ranging from A (minor) to E (immediately life threatening), relating to the severity of the patient's condition. The response then may be altered based on the determinant level. All medical aid calls receive one Engine and one Ambulance, either "code" or "no-code," dependent on the MPDS determined dispatch level. This

approach ensures a proper response to all EMS calls, and reduces the number of units responding code (lights and sirens) to incidents that are not truly life-threatening emergencies. Lower priority incidents still get one engine or ambulance response, but warrant a no-code (no lights and sirens—flow of traffic only) response.

5. Facilities and Equipment

A. Buildings

The facilities to be transferred (“Transferred Facilities”) are listed in Exhibit A hereto, which is incorporated into this Plan for Service by this reference.

Upon the certification of completion of the annexation, and as and to the extent required by the terms of the parties’ MOA, the Fire District will staff current City Fire Stations 81 and 82 with Fire District personnel and commence internal discussions regarding whether there is any need to construct other facilities to provide additional coverage for the City. City Station 81, which is located at 114 South Tenth Street, will become Fire District Station 29. The City will subdivide the parcel of land on which City Station 81 is currently located and transfer ownership of that parcel to the Fire District. The Fire District will then either rebuild Fire District Station 29 on this site or build a new Fire District Station 29 on a site strategically positioned within the City, in order to provide adequate coverage for the entire area.

Additionally, City Station 82, located at 536 West Main Street in the City, will become Fire District Station 26; current Fire District Station 26’s crew members and equipment, now located in an unincorporated area of the County (west of the City) at 12391 West Telegraph Road, will be repositioned to the site of Fire District Station 26. The Fire District will lease this station and the property on which it is located according to the terms of the MOA. When new Station 26 is constructed, the site will reside either inside or outside City limits and be strategically positioned to provide coverage to the City.

B. Vehicles and Equipment

Upon the certification of completion of the annexation, and as specified in the MOA, the vehicles identified in Exhibit B hereto, which is incorporated by this reference, i.e., the “Transferred Vehicles” (together with all firefighting equipment and apparatus used in connection with the Transferred Facilities and Transferred Vehicles), and all property, furniture, fixtures, materials, and equipment necessary or convenient to service, maintain, repair, provision or replace the facilities and vehicles, and any and all property, furnishings and equipment, real or personal, previously furnished by the City for fire prevention services, fire protection and EMS services, for the purpose of having the Fire District perform the activities and fulfilling the responsibilities of the City Fire Department, shall remain or become the exclusive property of the Fire District.

The Fire District shall be responsible for all future maintenance, repairs and replacement of said Fire District vehicles, equipment, and facilities in accordance with the terms of the MOA. The City Manager will assist the Fire District with the production of all documents necessary for the lease or purchase and transfer of ownership of all such facilities, vehicles, and property currently owned by the City.

C. East Area 1 (Harvest Limoneira Development in City)

The City and the Limoneira Company entered into a development agreement that currently requires construction of a public safety facility to house a fire station in the East Area 1 section of the City. As a condition to the approval of the annexation of East Area 1 to the City, the Ventura Local Agency Formation Commission (LAFCo) required that the City and Limoneira execute an operating memorandum amending the development agreement to provide that the public safety facility be completed prior to occupancy of the 250th residential unit in East Area 1. This requirement was based on analysis from the environmental impact report (EIR) for the East Area 1 project that stated that the City's Police and Fire Departments lacked adequate staffing and resources to serve the planned East Area 1 development and that additional staffing and resources were required to meet the increased service demands from that development. Accordingly, the operative development agreement between the City and Limoneira provides that before the City issues the certificate of occupancy for the 250th residential unit in the project, Limoneira must construct a public safety facility to house a fire station.

While the City agreed at the time that the City's Fire Department staffing, equipment, and technology were inadequate to provide effective fire and emergency medical services to the City and the proposed East Area 1 development, with annexation of the City into the Fire District, regionalization of services and advancements in technology and equipment, along with all resources and services the Fire District will provide, change this prior conclusion. The annexation will result in there being acceptable fire and emergency medical services for the City, including its proposed East Area 1 development. Documentation supporting the Fire District's conclusion that after annexation Fire District services from the City's current fire station locations will provide adequate fire and emergency medical services coverage for the City, including East Area 1, and the adjacent region, are provided in Exhibits C, D, E, F, G, H, I, and J hereto. Due to these changed circumstances, the City and the Fire District will request that LAFCo, in approving the annexation of the City into the Fire District, acknowledge that the construction of a public safety facility to house a fire station is no longer necessary to serve the City, including the East Area 1 development.

6. Miscellaneous

A. Liaison to the City

The Fire Chief of the Fire District will assign a Division Chief as the Fire Chief for the City. This Division Chief shall act as liaison to the City regarding fire protection and administrative matters.

B. Meeting Attendance

The assigned Division Chief will attend internal staff meetings as requested by the City, attend City Council meetings as the City Fire Chief, and make appropriate reports on the activities of the Fire District within the City.

C. Reports and Records

The Fire District maintains a variety of records that are typically maintained by fire departments. These records include reports on emergency responses, company inspections, facility and equipment safety inspections, equipment repairs, employee time records, etc.

D. Fire Complaints and Public Information

The Fire District understands the need for positive, engaged community relationships, and this is a major component of the Fire District's programs. The values cited in the Fire District's Mission Statement would be applied equally in the City. Information requested under the Public Records Act is readily available through the Fire District's administrative headquarters in Camarillo, California. The Fire District has an established fee schedule and members of the public desiring copies of documents can access all public records by submitting the required information and fees. The Fire District's customer service philosophy is focused on meeting the needs of customers in a reasonable timeframe, without numerous referrals to other agencies, while being courteous, polite, and helpful.

E. City of Santa Paula Identity

The Fire District will work with the City Manager (or designee) to maintain the history and identity of the Santa Paula City Fire Department as much as possible. The method utilized would be similar to that used for all other cities served by the Fire District.

F. Public Education and Special Events

Being involved, building relations and communicating with the public, local government agencies, and the media are three of the Fire District's most valued tools for protecting lives and property in Ventura County. The Fire District's Public Information Office is responsible for and committed to providing timely and accurate information throughout the year to the media, communities, businesses and non-profits during fire emergencies.

The Fire District also offers a wide variety of outreach programs through its Community Education office. These programs are designed to prevent injury and property loss through increased education and public safety awareness. The Community Education team also coordinates Fire District participation at several events throughout the year. Fire District education and outreach programs include: Junior Fire Setter counseling, sidewalk CPR, car seat installations, earthquake preparedness, fire resistive landscaping recommendations, fire extinguisher training, fire prevention theme pancake breakfasts, school visits and talks.

G. Community Emergency Response Teams (CERT)

The Fire District will support and manage the CERT program for the residents of the City. Training will be provided by Fire District employees' following the FEMA CERT format. Instruction and materials will be delivered at no cost to the City and its residents. Participants will receive a CERT disaster bag containing a helmet, flashlight, vest, gloves and eye protection. On an annual basis, the County will invite all CERT members to attend a regional refresher class to further enhance and sharpen their skills. CERT members will have the opportunity to join local CERT response teams that may be called upon to assist the Fire District with various civic activities and mitigation of natural disasters. CERT will be involved with parades, sporting events, earthquakes, wildland fires and flooding calls.

H. Emergency Management

The Fire District will provide emergency management assistance to the City by assisting with the City's Emergency Operations Center (EOC), if activated by the City. In the event of an emergency and upon activation of the City EOC, Fire District representatives will respond to assist the City with deliverance of services to City residents.

7. Staffing Plan

A. Service Level

The Fire District's proposed staffing will not reduce the number of firefighters on duty or reduce the number of staffed units within the City. The Fire District will reorganize staffing and units within the region to better meet the needs of all concerned. The Fire District will take full advantage of all fire stations within and near the City and will make available to the City and its residents all resources and services offered by the Fire District elsewhere in the district. As mentioned earlier, Fire District Station 29 will take over City Fire Station 81, located at 114 South Tenth Street, and will be fitted with a Type 1 fire engine, 1 Fire Captain, 1 Fire Engineer, and 1 Firefighter. Additionally, Fire Station 26, previously City Fire Station 82, located at 536 West Main Street, will be staffed with a Type 1 fire engine, 1 Fire Captain, 1 Fire Engineer, and 1 Firefighter. The Fire District will continually evaluate service delivery models for the City and make any

necessary operational adjustments to meet the needs of the Fire District and City. All existing facilities will be evaluated prior to completion of the annexation to determine required enhancements needed to provide adequate fire, rescue, and EMS services to the City's residents. Improvements to existing facilities and equipment will include such enhancements as advanced computer networks, updates to MC/AVL's, ePCR's, iPads or other technology, cardiac monitors, and SCBA's. New personal protective equipment (PPE), SCBA masks and fit testing will be provided for all fire suppression personnel. The costs to retrofit both existing fire stations, provide two Type 1 fire engines and all necessary PPE and ancillary equipment will be funded by the Fire District.

B. Potential Employment of Existing City Fire Department Personnel

1. As will be detailed in the MOA, after certification of completion of the proposed annexation by LAFCo, the Fire District will offer employment to the City's 17 fire suppression and one fire prevention employees. Terms to be covered by the MOA include transfer application requirements, pre-employment eligibility requirements, positions available for transferees, and transferees' seniority, work assignments, pay scale, applicable probationary periods, benefits, retirement plans, as well as details on how unfunded liability will be handled. Each transferee will need to provide a driver's license with appropriate endorsements.
2. Part Time Employees. The Fire District does not have part-time positions and will not offer positions to any part-time employees of the City. If any current City part-time employees are interested in a full-time position with the Fire District, they may apply for available positions through the regular recruitment process.

The following table details the service and staffing annual operating costs of City Fire Department Personnel positions after annexation.

Santa Paula Annexation into Ventura County Fire Protection District - Plan for Service

Table 2. Service and Staffing Plan Costs

Position	#	Annual Operating Cost
Assistant Chief	3	\$10,770
Division Chief		9,952
Battalion Chief	1	25,891
Captain	6	911,471
Engineer	6	791,399
Firefighter/PM	6	770,367
Fire Prevention Specialist	1	105,916
Fire Prevention Officer	-	-
Office Assistant	-	-
Total Personnel Costs		2,625,766
Station Expenses		76,502
Service/Supplies/Dispatch/MIS		188,145
Overhead/Support		-
Total Operating Expenses		264,647
Capital Improvement Fund		-
Total Personnel and Operating		\$2,947,938

Daily Staffing configuration:

VCFPD Station 29 (Formerly SPFD Station 81) – Captain, Engineer, Firefighter

VCFPD Station 26 (Formerly SPFD Station 82) – Captain, Engineer, Firefight

8. Financial

A. Property Tax

A portion of the funding needed for fire, rescue, and EMS services to be delivered by the Fire District to the City and its residents will be provided by the permanent property tax transfer set forth in the tax exchange agreement (TEA) executed as a Joint Resolution of the City Council of the City and the Board of Supervisors of the County of Ventura acting on behalf of the Fire District. The tax transfer has been set as a percentage of property tax revenue and that percentage shall remain fixed for areas currently within the boundaries of the City. Any areas annexed to the City in the future will retain the same percentage of tax revenue as currently distributed to the Fire District.

This agreement will provide the Fire District with a funding mechanism that responds to changes in property tax revenue, giving the Fire District a stake in the long term success of the City. Any remaining funding needed for fire and EMS services within the City will be provided through the Fire Districts' excess financial capacity, fees for services, or reimbursements for services (e.g., cost recovery under provisions of the Health and Safety Code). This includes fire prevention fees for plan checking and inspections. The approved tax exchange agreement has been submitted in conjunction with this Plan for Service, along with annexation application resolutions executed by the governing bodies of both the City and the Fire District.

Respectfully submitted:

Ventura County Fire Protection District



Mark Lorenzen
Fire Chief

Date:

8/7/17

Exhibit A

Transferred Facilities

- Station 81 - 114 South Tenth Street (APN 103-0-113-115)
 - County Real Estate Services conducting survey and providing terms for the MOA

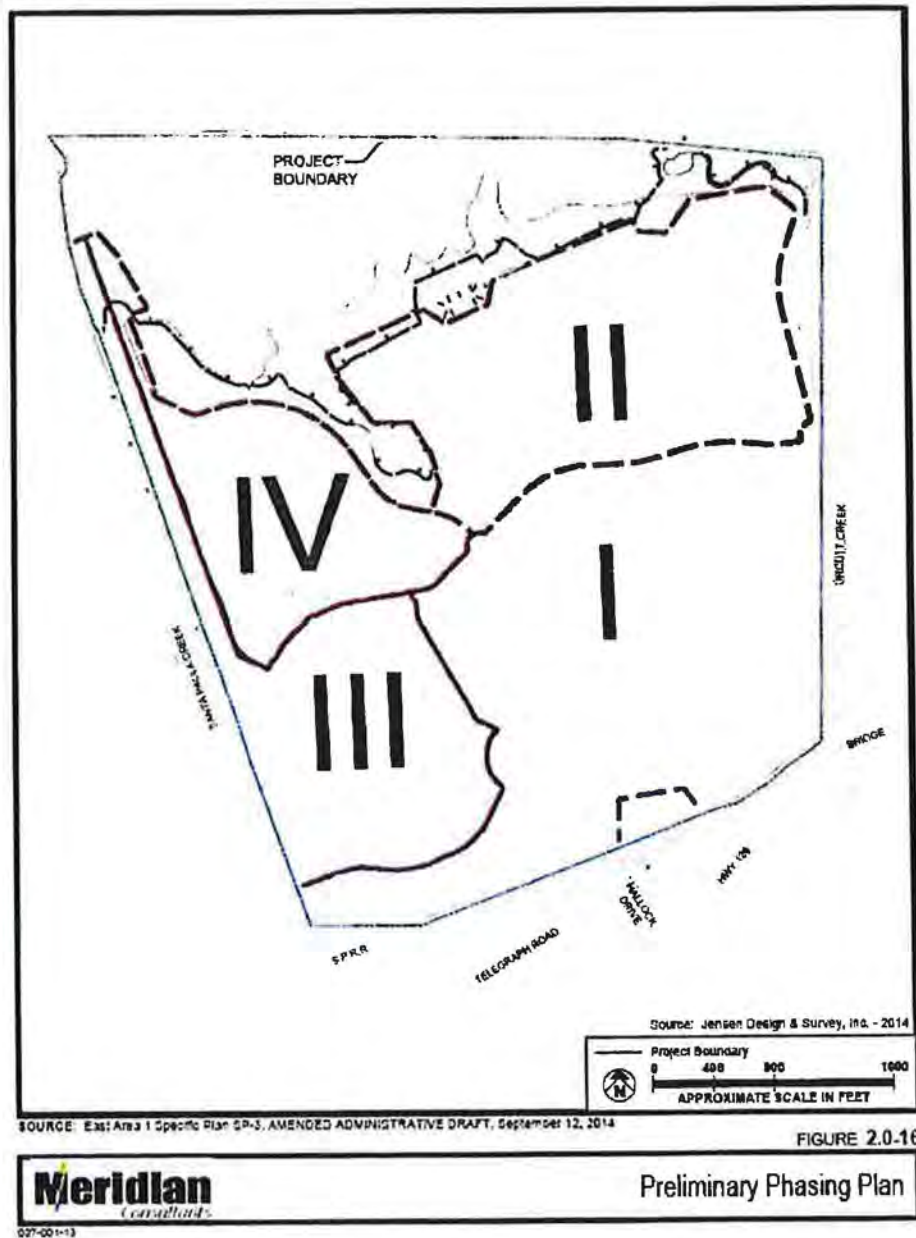
- Station 82 – 536 West Main Street (APN 102-0-160-085)
 - County Real Estate Services conducting survey and providing terms for the MOA

Exhibit B

Transferred Vehicles

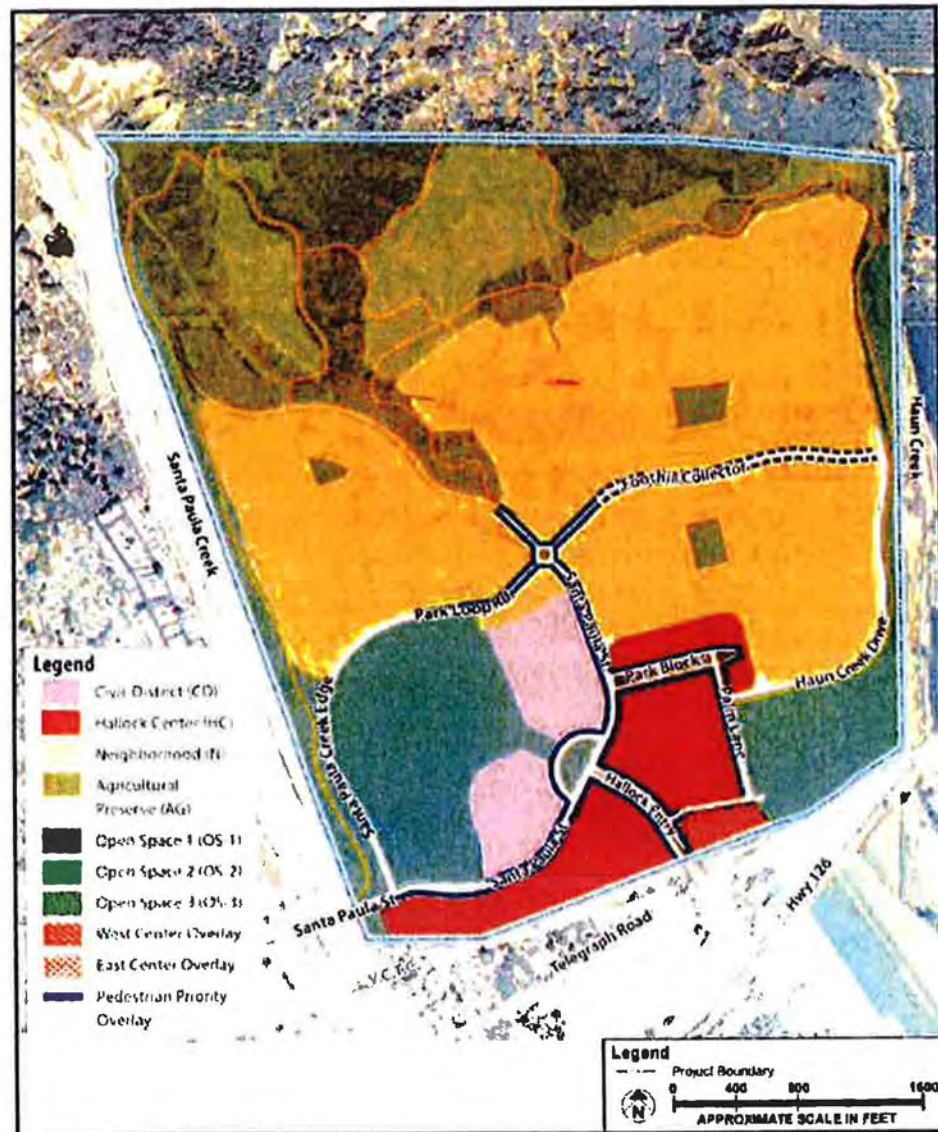
ID	YR	MAKE/MODEL	LICENSE	TITLE/CALL SIGN
	1927	SEAGRAVE	Unknown	Unknown
304	2005	FORD F350 UTILITY BODY	1182627	`1FTWW31Y75ED29724
320	2004	SCOTT/LIBERTY LIGHT & AIR UNIT	SE59701	1C9BF10124S929035
321	2004	PACE AMERICAN MCI TRAILER 7		4FPWB20205G089000
322	2006	PACE AMERICAN CERT TRAILER	1257459	4P2FB10117U080899
NO NUMBER LISTED	2013	CERT TRAILER	1462942	53BPTEA21EF008598

Exhibit C



Santa Paula Annexation into Ventura County Fire Protection District - Plan for Service

Exhibit D



SOURCE: East Area 1 Specific Plan SP 3 AMENDED ADMINISTRATIVE DRAFT September 12, 2014

FIGURE 2.0-6

Meridian
CONSULTANTS

Regulating Plan

2017-05-13

Exhibit E

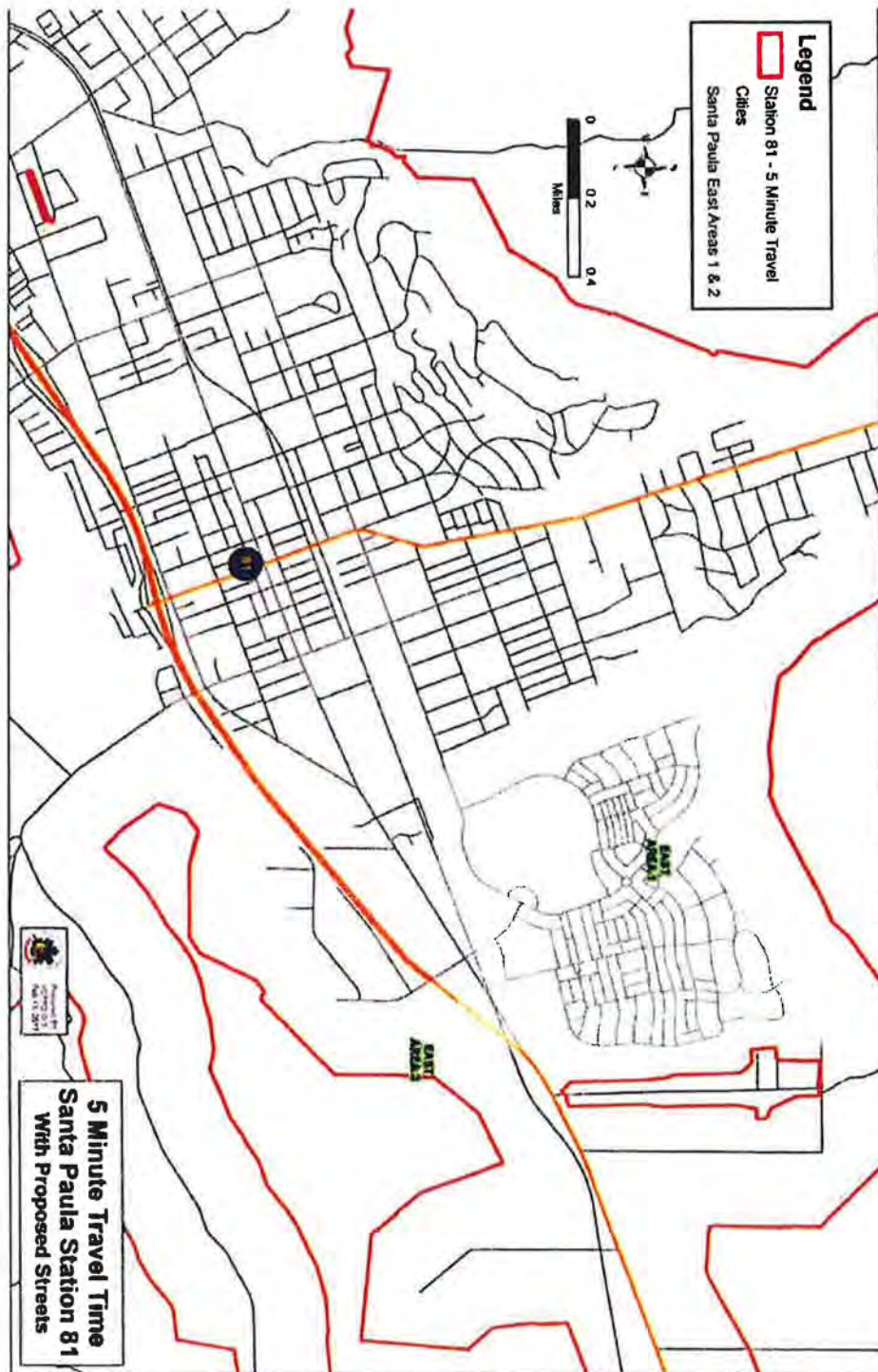


Exhibit F



Exhibit G

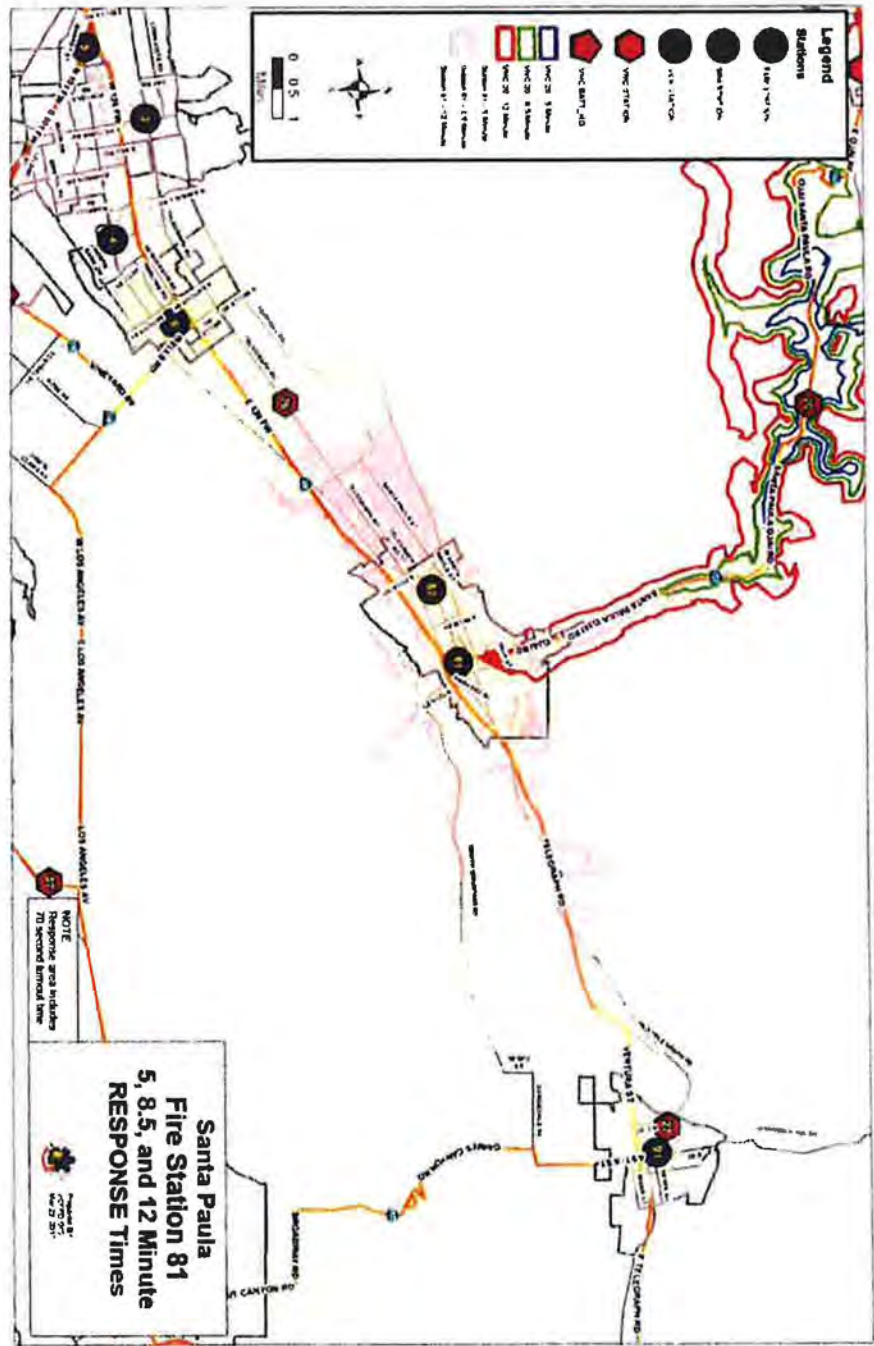


Exhibit H

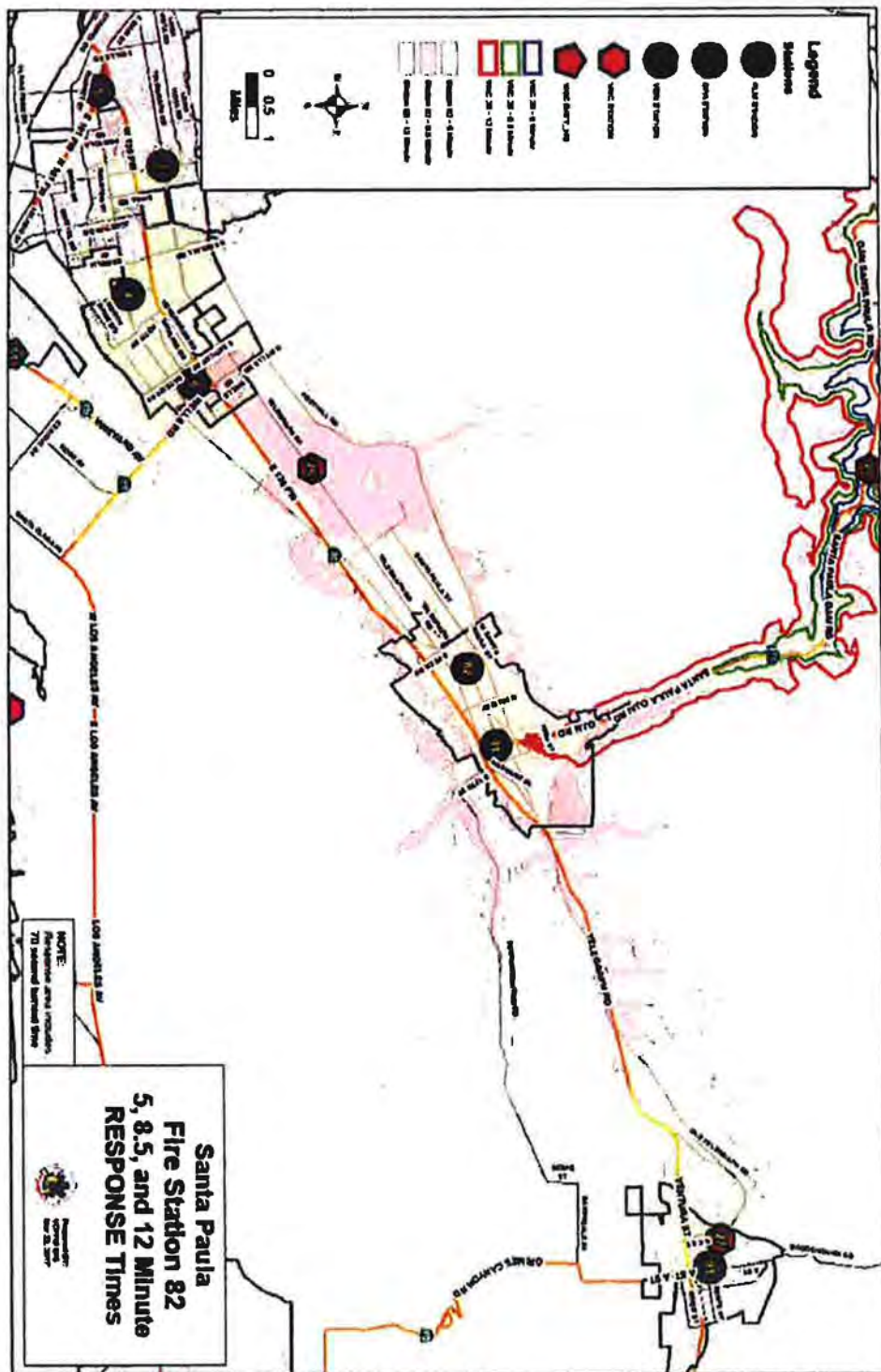


Exhibit 1

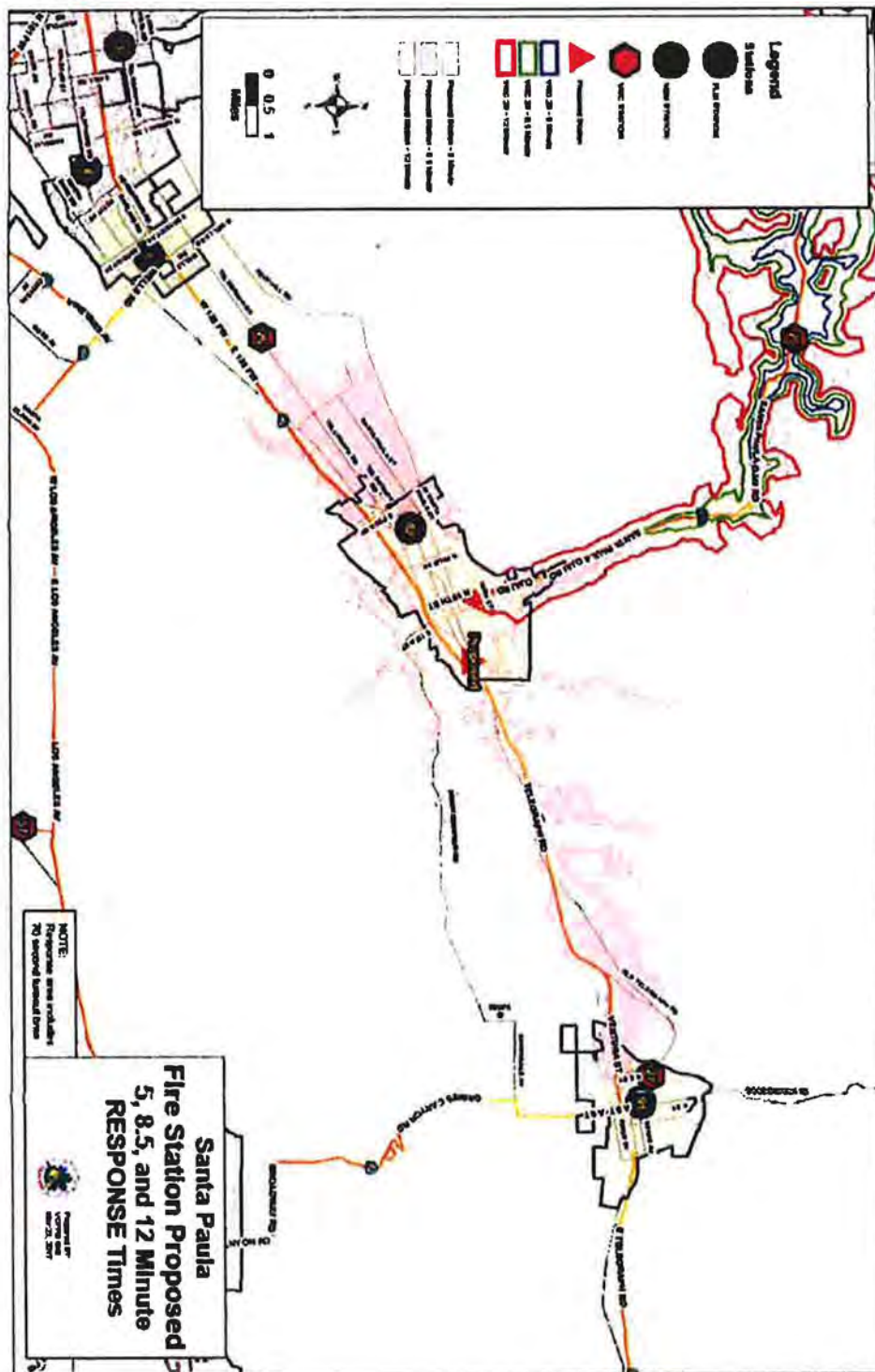


Exhibit 2



VENTURA COUNTY FIRE PROTECTION DISTRICT
FEE SCHEDULE
 2017/2018- Effective July 1, 2017
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Total Initial Fee includes initial plan check, one re-check of corrections, and not more than five inspection trips per structure, per permit. Additional plan checks and inspections will be charged at the hourly rate of \$152. A one hour minimum fee will apply and additional 15 minute increments thereafter, in addition to the total initial fee.

Plan reviews or inspections requested after normal working hours, on weekends, or during holidays, will be charged at the hourly rate of \$152. A four hour minimum fee will apply and additional 15 minute increments thereafter, in addition to the total initial fee.

After Hour Inspection minimum \$608.

Expedite Plan Review minimum \$608.

All initial fees are non-refundable and due at time of application or prior to additional inspection request, if applicable. All other fees assessed shall be paid within 30 days of the date on a Notice of Fees Due.

Methods of Payment:

**Money Order, Cashier Check, Personal Check, Credit Cards
and Debit Cards with the MasterCard or Visa logo.**

Section I. 13 & 13R SPRINKLER OVERHEAD SYSTEMS (NEW BUILDINGS)

Total Building Floor Area	Total Initial Fee
Structures up to 52,000 Total Floor Area	\$684
Structures Greater than 52,000 Total Floor Area	\$1,026

Section II. 13 & 13R FIRE SERVICE UNDERGROUND FOR BUILDINGS AND COMMERCIAL PRIVATE WATER SYSTEMS

Number of Fire Sprinklered Buildings	Total Initial Fee
Underground Serving Zero to Five Sprinklered Buildings*	\$836
Underground Serving Greater than Five Sprinklered Buildings	\$1,254

* Fire service underground systems serving one or more fire hydrants without buildings.

Section III. 13 & 13R TENANT IMPROVEMENT (EXISTING BUILDING)

If work involves changes to the riser location, a new riser, additions of main, increases in hydraulic demand or new remote areas use the T.I. with plans table.

A. T.I. 100 HEADS OR LESS AND WITHOUT PLANS

Number of Fire Sprinklers	Total Initial Fee
Up to 50 Fire Sprinklers	\$342
51 to 100 Fire Sprinklers	\$494

B. T.I. WITH PLANS

Number of Fire Sprinklers	Total Initial Fee
Up to 500 Fire Sprinklers	\$760
Greater than 500 Fire Sprinklers	\$1,064

Section IV. FIVE YEAR INSPECTION REPORTS

Fee is based on the number of water-based fire protection systems submitted for review within a single **Report**. Reports shall include only systems located on the same parcel or within the same Property Owners Association. Only approved CSFM AES Forms shall be used.

Total Systems Reviewed	Report Review Fee
K-12 Schools Per Campus	\$76
1-5	\$76
6-10	\$152
11-15	\$228
Greater than 15	\$304

**Section V. FIRE HYDRANT LOCATION PLAN REVIEW FOR PUBLIC HYDRANTS ONLY
See Private Water Systems (Commercial/Residential) for Private Fire Hydrants**

Public Hydrants	Total Initial Fee
Public Hydrant Location Review	\$266

For modifications to the approved plan an additional fee will be charged at the hourly rate of \$152. A one hour minimum fee will apply with additional 15 minute increments thereafter.

After Hour Inspections minimum \$608.

Expedite Plan Review minimum \$608.

Section VI. 13D SPRINKLER SYSTEMS-1 & 2 SINGLE FAMILY DWELLINGS & TOWNHOMES**A. NEW STRUCTURES- PER DWELLING UNIT**

Dwelling Type	Total Initial Fee
Custom Home	\$570
Tract Model Home/Townhome	\$570
Tract Non-Model Home/Townhome*	\$304

B. ALTERATIONS TO EXISTING STRUCTURES- PER DWELLING UNIT

Dwelling Type	Total Initial Fee
13D System Alteration 10 heads or less*	\$304
13D System Alteration Greater than 10 heads	\$456

*No plan review is required.

Section VII. RESIDENTIAL PRIVATE WATER SYSTEM-1 & 2 SINGLE FAMILY DWELLINGS

System Type	Total Initial Fee
Residential Private Water System	\$456

Section VIII. FIRE ALARM SYSTEMS

For Fire Alarm System Panel Replacements, 50% of the existing initiating devices AND 100% of the new initiating devices shall be counted to calculate the correct fee, using the table below.

Number of Initiating Devices	Total Initial Fee
1	\$342
2-10	\$456
11-50	\$722
51-200	\$988
Greater than 200	\$1,292

Section IV. HOOD AND SPRAY BOOTH SYSTEMS

Number of Nozzles/Heads	Total Initial Fee
1-15	\$456
16-30	\$494
31-50	\$608
Greater than 50	\$950

Section X. SPECIALIZED FIRE PROTECTION SYSTEM

System Type	Total Initial Fee
Pre-action System (in existing sprinklered bldg.)	\$456
In-rack Sprinkler System for High Piled Stock (new and alterations)	\$722
Limited Area Fire Sprinkler System	\$532
Clean Agent System	\$684
Others- Specialized System	\$532

For modifications to the approved plan an additional fee will be charged at the hourly rate of \$152. A one hour minimum fee will apply with additional 15 minute increments thereafter.

After Hour Inspections minimum \$608.

Expedite Plan Review minimum \$608.

Section XI.**NEW CONSTRUCTION BUILDING PLAN REVIEWS**

The initial fee is based on the total area of all State Fire Marshal regulated occupancies and H occupancies to be reviewed. Total shall be combined area of all buildings of the same occupancy classification within a single development. Floor Areas shall be rounded up to the next highest increment of 5,000 square feet.

Project Type	Total Initial Fee per 5,000 Square Feet
A-Occupancy/E-Occupancy/H-Occupancy	\$760
R-Occupancy/I-Occupancy/Other-Occupancy	\$608

Section XII.**REQUIREMENTS FOR CONSTRUCTION (VCFPD FORM 126)**

One Requirements for Construction (VCFPD 126) form shall be submitted per building, unless otherwise noted below.

Requirements for Construction (VCFPD Form 126)	Total Fee
New Single Family Dwelling (R-3), Group U Greater than 3,000 SQ FT, Multi-family, Commercial or Industrial.	\$380
Additions to Existing Single Family Dwelling (R-3), Group U Greater than 3,000 SQ FT (total SQ FT of proposed and existing), Multi-family, Commercial or Industrial.	\$266

Requirements for Construction (VCFPD Form 126) Tract Projects	Total Fee
Single Family Dwelling (R-3), Multi-family tract development, per building in the same construction phase and the same developer.	\$266

U Occupancy Projects	Total Initial Fee
New building or additions to Group U Occupancy less than or equal to 3,000 SQ FT (total SQ FT of proposed and existing).	\$152

Other Projects with Fire Protection Systems	Total Initial Fee
Fire Protection System Inspection	\$266

For modifications to the approved plan an additional fee will be charged at the hourly rate of \$152. A one hour minimum fee will apply with additional 15 minute increments thereafter.

Section XIII. FIRE CLEARANCE INSPECTIONS FOR LICENSED FACILITIES

Inspection Type	Total Initial Fee
Licensed Care Pre-Inspection for I's, R's and Daycares	\$266
Licensed Care Initial Fire Clearance for I's, R's and Daycares*	\$456
Licensed Residential Care Annual Inspection for R-2.1 and R-4	\$342
All Other NON 24 Hour Licensed Care Facilities Initial Fire Clearance (private schools, outpatient clinics, alcohol and drug programs, dialysis centers, etc.)	\$494

* No Fee for facilities with 1-6 clients.

Section XIV. R-1 ANNUAL INSPECTIONS

Inspection Type	Total Initial Fee
R-1 Annual Occupancy Inspections: 1 - 50 Units - Fee is applicable to all hotels, motels, and boarding houses per facility under the same ownership at a single property. Does not apply to 1&2 single family residences (R-3).	\$228
R-1 Annual Occupancy Inspections: Greater than 50 Units - Fee is applicable to all hotels, motels, and boarding houses per facility under the same ownership at a single property. Does not apply to 1&2 single family residences (R-3).	\$380

After Hour Inspections minimum \$608.

Expedite Plan Review minimum \$608.

Section XV.

FILMING AND PHOTOGRAPHY REVIEW

Review Type	Total Initial Fee
Film Reviews - Includes Feature Films, TV Commercials, TV Series, TV Movies, TV Pilot, PSA, Documentaries, and Music Videos..*	\$228
Student Film Review	\$228
Still Photography Review*	\$152

* Filming permits may be subject to additional conditions, standby fees, fire code permit fees and inspection fees.

Section XVI.

OPERATIONAL FIRE CODE PERMITS

New Operation Fire Code Permits	Total Initial Fee
Aerosol Products	\$456
Battery System	\$532
Candles/Open Flame in Assembly Areas - Single Use	\$114
Candles/Open Flame in Assembly Areas - Ongoing Facility Use	\$266
Combustible Dust Producing Operation	\$608
Composting/Mulch Organic Material	\$722
Compressed and Flammable Gases*	\$722
Cryogenic Fluids *	\$684
Explosive or Blasting Agents (Handle/Use)(Permit Required Annually)	\$456
Explosive or Blasting Agents (Storage/Handle/Use)(Permit Required Annually)	\$760
Fireworks Pyrotechnic Special Effects (Theatrical/Movies)**	\$266
Fireworks Aerial & ground display**	\$456
Flammable or Combustible Liquids*	\$608
Hazardous Materials*	\$684
Hazardous Production Materials Facilities	\$760
High Piled Combustible Storage	\$608
Hot work, Cutting, Welding & Grinding	\$342
Live Audiences**	\$342
LPG- Fixed Tanks and Tank Exchange Site	\$342
Oil Wells	\$342
Places of Assembly	\$304
Spraying or Dipping	\$494
Tank Vehicles- Re-Fueler	\$152
Temporary Membrane Structures 401 to 1600 Square Feet	\$190
Temporary Membrane Structures Greater Than 1600 Square Feet	\$342
Other Operational Permits as Specifically Defined in Current Edition of the Fire Code , Including but not Limited to; Aviation Facilities, Carnivals & Fairs, Cellulose Nitrate Film, Combustible Fibers, Covered Mall Buildings, Dry Cleaning Plants, Exhibit and Trade Shows, Floor Finishing, Fruit & Crop Ripening, Fumigation & Thermal Insecticides Fogging, Industrial Ovens, Liquid or Gas Fueled Vehicles or Equipment in Assembly Buildings, Lumber Yards, Magnesium Working, Organic Coatings, Pyroxilin Plastics, Refrigeration Equipment, Repair Garages, Storage of Scrap Tires, Tire Rebuilding, Waste Handling, Wood Products.	\$456

*Fee Includes Construction Permit.

** Permits will require an additional standby fee and will be charged at the "Fire Prevention Safety Officer" hourly rate, with a six hour minimum.

Renewal: The renewal cost of an Operational Fire Code Permit shall be 50% the cost of the current initial fee.

For modifications to the approved plan an additional fee will be charged at the hourly rate of \$152. A one hour minimum fee will apply with additional 15 minute increments thereafter.

After Hour Inspections minimum \$608.

Expedite Plan Review minimum \$608.

Section XVII.

FIRE PREVENTION MISCELLANEOUS

Submittal Type	Total Initial Fee
Photovoltaic Systems, Commercial	\$342
Release of Notice of Non-Compliance - Plus any outstanding fees related to release.	\$532
Alternate Method or Code Interpretation Request - per request	\$418
Occupant Load Review	\$190
Public Requested Inspections	\$190
Grading Plan/Preliminary Access Road & Access Gate Review	\$380
Fuel Modification Zone Review	\$190
Special Event Review (1st hour No Charge) - The fully allocated hourly rate will be charged for all time greater than 1 hour.	\$152
Code Enforcement - The fully allocated hourly rate will be charged for all personnel used to bring an occupancy into compliance for all time after the second inspection. Additional fees and/or fines may be imposed when a citation is issued.	\$152
Discretionary Planning Review - EIR, general plan amendment, specific plan review, planning condition review, variances and zone change review. A one hour minimum fee will apply with additional 15 minute increments thereafter.	\$152
Pre-Plan/Pre-App/Consultation - A one hour minimum fee will apply with additional 15 minute increments thereafter.	\$152
Other Review Not Listed - A one hour minimum fee will apply with additional 15 minute increments thereafter.	\$152

For modifications to the approved plan an additional fee will be charged at the hourly rate of \$152. A one hour minimum fee will apply with additional 15 minute increments thereafter.

Section XVIII.

PERSONNEL, EQUIPMENT AND APPARATUS

A. Fire District Positions

Position	Hourly Fee
Arson Investigator	\$100
Battalion Chief (out of County Cost)	\$140
Captain	\$122
Engineer	\$106
Fire Control Worker	\$56
Fire Crew Supervisor	\$222
Fire Equipment Operator	\$206
Fire Prevention Staff	\$152
Firefighter	\$80
Firefighter Paramedic Premium	\$9
Fire Prevention Safety Officer	\$90
GIS Tech./Mapping Staff	\$105
ICS Command & General Staff Position	\$141
ICS Support Position	\$93
ICS Unit/Group/Division Supervisor	\$119
Information Technology Staff	\$157
Senior Fire Control Worker	\$75
Telecommunications Staff	\$90
Vehicle/Apparatus Repair Staff	\$97

B. Community Education Services

(Community Organizations, Schools, Fire Agencies)

A discounted rate for all required staff will apply if attendees must pay admission or to participate. A one hour minimum charge will apply with 15 minute increments thereafter. Additional charges for actual cost of materials may apply.

Position	Fee per hour
Captain (discounted at 50%)	\$61
Engineer (discounted at 50%)	\$53
Firefighter (discounted at 50%)	\$40
Fire Prevention Staff (discounted at 50%)	\$76

C.

EQUIPMENT/APPARATUS

Equipment/Apparatus Type	Fee
Backhoe	\$262 Per Hour
Command Post Vehicle (CMD 11)	\$1500 Per Day
Command Vehicle	\$140 Per Hour
Communication Unit (COM 11)	\$1000 Per Day
Demob Trailer (DRY)	\$400 Per Day
Dozer	\$262 Per Hour
Dozer Strike Team	\$646 Per Hour
Engine	\$308 Per Hour
Engine Strike Team	\$1802 Per Hour
Fuel Tender	\$137 Per Hour
GIS Truck	\$500 Per Day
Grader	\$262 Per Hour
Hand Wash Trailer	\$400 Per Day
Helitorch- 6 hour minimum for first and last day.	\$61 Per Hour + Labor
HIRT	\$430 Per Hour
Ladder Truck (Tiller)	\$388 Per Hour
Light and Air	\$308 Per Hour
Loader	\$262 Per Hour
LOGS 1 Truck	\$94 Per Hour
PLANS Trailer 42'	\$1000 Per Day
Potable Water Trailer	\$150 Per Day
Octagon Shelter	\$200 Per Day
OPS Trailer 38'	\$500 Per Day
LOGS Trailer 26'	\$400 Per Day
LOGS Support Trailer 14' (DRY)	\$200 Per Day
Squad	\$178 Per Hour
Terra Torch	\$25 Per Hour + Labor
Toilet Trailer	\$150 Per Day
Utility Truck	\$186 Per Hour
Water Tender	\$186 Per Hour

All service rates are presented on an hourly basis unless otherwise indicated. Daily rates are assessed per calendar day (0000-2400). For use less than 8 hours per day, the rate shall be ½ of the daily rate.

EQUIPMENT ONLY FEES:

Per current Federal Emergency Management Agency (FEMA) Schedule of Equipment Rates.

HELICOPTER FEES:

Per current Operational Agreement between Ventura County Fire Protection District and Ventura County Sheriff.

Section XIX.**COPIES, SUBPOENAS AND MAIL**

Subpoenas (VCFPD Not Party to Action) - charged in increments of fifteen (15) minutes	\$24 per hour
Subpoenas (VCFPD Party to Action)	No Charge
Photo Copy - Black & White: Large Format Plans, up to 24X36 inches	\$4.00/page
Photo Copy - Black & White: <= 100 pages	No Charge
Photo Copy - Black & White: >100 pages	\$.05/page
Photo Copy - Color: <=50 pages	No Charge
Photo Copy - Color: >50 pages	\$.10/page
Compact Disc (CD/DVD)	\$5/CD
Videos	\$50 per hour
Non-standard duplication - out-sourced for duplication	Actual Cost Incurred
Mailing up to 20 pages of 8 1/2" x 11" first class US mail	No Charge
Mailing - other	Actual Cost Incurred

Section XX.

MISCELLANEOUS

Fire Hazard Reduction Admin. Fee Per Parcel:	
Calendar Year January - December 2017	\$1,658
Calendar Year January - December 2018	\$1,719
Fire Training Facility Classroom Rental:	
Other Fire Agencies Requests (per rental day)	\$50
All Other Requests (per rental day)	\$100
DUI Accident Response:	
The fully allocated hourly rate will be charged for all personnel responding	
Unwanted Alarm Response:	
An unwanted alarm is the activation of an alarm system resulting in a response by the Fire District where an emergency of the kind for which the Alarm System was designed to give notice does not exist.	
Unwanted alarms greater than 3 per month will be charged the fully allocated hourly rate for all personnel used to bring the alarm system into compliance after the second inspection. Additional fees and/or fines may be imposed when a citation is issued.	
Non-Emergency Public Assistance:	
The fully allocated hourly rate will be charged for all personnel responding.	
Fire Protection Standby:	
The fully allocated hourly rate will be charged for all personnel responding.	
Filming Fire Protection Standby:	
The fully allocated hourly rate will be charged for all personnel and equipment required with an eight hour minimum.	
Hazardous Materials Squad Services:	
Residential Household Spills	No Charge
All other spills: The fully allocated hourly rate will be charged for all personnel responding.	
Fire Investigation:	
The fully allocated hourly rate will be charged for all personnel responding if the fire was determined to be arson-related and the arsonist can be identified.	
Community Room Rates:	
Govt. Organizations and Youth Non-profit Groups (Deposit Not Required)	No Charge
Non-profit Groups, Community Group and Other Groups:	
1 to 3 Hours	\$75
3 to 5 Hours	\$149
5 + Hours	\$224
Cleaning/Security Deposit Required	\$100
Fire Protection District Appeals Board Fee:	
Single Family Dwelling, owner occupied	\$700
All others	\$1,400
Not Sufficient Fund (NSF):	
Per NSF returned item	\$30

Section XXI.

OVERHEAD RATES

When applicable, apply the following appropriate administrative fees.

In County Overhead Rate:	25.84%
Out of County Overhead Rate:	15.26%
Shop Overhead Rate:	9.92%

Exhibit 3

Recorded at the request of and
Return to:

Public Works Agency
County of Ventura
Attn: Real Estate Services
800 S. Victoria Avenue
Ventura, CA 93009-1640

A portion of A. P. # 103-0-113-115

No Fee Required
(Govt. Code Sec. 6103 & 27383)
(Rev. & Tax. Code Sec. 11922)

GRANT DEED
(Santa Paula Fire Station 81)

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged,

CITY OF SANTA PAULA, a Municipal Corporation

do(es) hereby GRANT to

COUNTY OF VENTURA

the hereinafter described real property in the State of California, County of Ventura:

[See description attached as Exhibit "A", attached hereto and made a part hereof]
[Exhibit "B" is attached hereto and made a part hereof for informational purposes only]

Estate 1: Fee.

Estate 2: a non-exclusive easement and right-of-way for ingress and egress to Estate 1
to be conveyed by separate document.

This conveyance is made upon the condition that Estate 1 be used as a Fire Station. In
the event the property is not used as a Fire Station for twelve consecutive months, the
property shall revert to the City of Santa Paula.

Mail tax statement to:

Public Works Agency
County of Ventura
Attn: Real Estate Services
800 S. Victoria Avenue
Ventura, CA 93009-1640

CITY OF SANTA PAULA, a Municipal Corporation

Dated: 4/23/18

By: 

Name: Michael Rock

Its: City Manager

Grantor

APPROVED:

Charles E. Alvarez, Manager
Real Estate Services Division
Public Works Agency
_____, 20____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

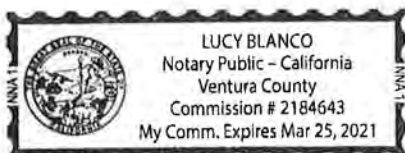
STATE OF California)
COUNTY OF Ventura)

On April 23, 2018, before me Lucy Blanco, Notary Public,
a Notary Public in and for said County and State, personally appeared Michael Rod

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



[Signature]
NOTARY PUBLIC in and for said
County and State

My commission expires on March 25, 2021.

EXHIBIT A

Legal Description

ESTATE 1

That portion of Block 65 in the City of Santa Paula, County of Ventura, State of California as shown on the map entitled "Town of Santa Paula, Blanchard and Bradley, Proprietors" recorded in the office of said County Recorder in Book 1 Page 234-235 of Miscellaneous Records described as follows:

Beginning at the most northerly corner of Lot 7 of said Block 65; thence along the northerly line of said Lot 7 and its westerly prolongation

- 1st- South 69°36'36" West, 150.12 feet to the most northerly corner of the parcel of land described in deed recorded October 4, 1934 in Book 429 Page 51 Official Records; thence along the easterly line of said parcel of land and its southerly prolongation
- 2nd- South 20°13'33" East, 155.73 feet; thence parallel with the first course herein
- 3rd- North 69°36'36" East, 150.26 feet to the easterly line of Lot 5 of said Block 65; thence along the easterly line of Lot 5, 6 and 7 of said Block 65
- 4th- North 20°16'30" West, 155.73 feet to the Point of Beginning.

CONTAINING 0.537 ACRES MORE OR LESS

ESTATE 2

That portion of Block 65 in the City of Santa Paula, County of Ventura, State of California as shown on the map entitled "Town of Santa Paula, Blanchard and Bradley, Proprietors" recorded in the office of said County Recorder in Book 1 Page 234-235 of Miscellaneous Records described as follows:

A strip of land, 15 feet wide, lying equally on each side of the following described line

Commencing at the most northerly corner of said parcel of land described in deed recorded in Book 429 Page 51 Official Records; thence along the easterly line of said parcel of land and its southerly prolongation

South 20°13'33" East, 129.06 feet to the **True Point of Beginning**; thence leaving said prolongation

- 1st- South 70°29'01" West, 150.01 feet to the easterly line of Mill Street, 60 feet wide as shown on said map recorded in Book 1 Page 234-235 of Miscellaneous Records.

The sidelines of said 15 foot strip of land are to be extended or shortened to begin in the westerly line of the above described Estate 1, and are to terminate in said easterly line of Mill Street.

CONTAINING 0.103 ACRES MORE OR LESS


Joseph V. DeChellis
PLS 8613

11/2/2017
Date





EXHIBIT B

SHEET 1 OF 1 SHEETS

PORTION OF BLOCK 65
"TOWN OF SANTA PAULA, BLANCHARD
AND BRADLEY, PROPRIETORS"
(1 MR 234-235)

11/2/28.7

MAIN STREET

(MUPU STREET)

MILL STREET

80'

P.O.C.
ESTATE 2

P.O.B. - ESTATE 1
MOST NORTHERLY
CORNER LOT 7
BLOCK 65

ALLEY

S69°36'36"W

150.12'

USPS
429 O.R. 15

129.06'

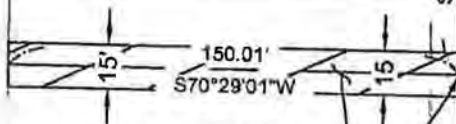
S20°13'33"E

155.73'

ESTATE 1

N20°16'30"W

70'



ESTATE 2

ABANDONED ALLEY
PER 429 O.R. 46

T.P.O.B.
ESTATE 2

150.26'

N69°36'36"E

BLOCK 65
1 MR 234-235

10TH STREET

GRAPHIC SCALE

0 30' 60' 120'

1 inch = 60 ft.

LEGEND:

MR = MISCELLANEOUS RECORDS

O.R. = OFFICIAL RECORDS

P.O.B. = POINT OF BEGINNING

P.O.C. = POINT OF COMMENCEMENT

T.P.O.B. = TRUE POINT OF BEGINNING

SP FIRE STATION #81
COUNTY OF VENTURA
OCTOBER 2017

Exhibit 4

Recorded at the request of and
Return to Public Works Agency
Real Estate Services Division
A. P. # 103-0-113-115
Instrument No. 30,052.1E

No Fee Required
(Govt. Code Sec. 6103 & 27383)
(Rev. & Tax Code Sec. 1192)

EASEMENT DEED
(Santa Paula Fire Station 81)

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged,

CITY OF SANTA PAULA, a Municipal Corporation

do(es) hereby GRANT to

COUNTY OF VENTURA

Estate 2 - an easement and right-of-way for ingress and egress across the following described real property in the State of California, County of Ventura subject to the reversionary interest described below.

The Easement described in Estate 2 is appurtenant to the real property described in Estate 1. This grant is made upon the condition that the property described as Estate 1 be used as a Fire Station. In the event that the property is not used as a Fire Station for twelve consecutive months, the property described in Estate 2 shall revert to the City of Santa Paula.

[See description attached as Exhibit "A" and depicted on Exhibit "B", attached hereto and made a part hereof]

Instrument No. 30,052.1E

CITY OF SANTA PAULA, a Municipal
CorporationDated: 4/23/18By: Name: Michael RockTitle: City Manager

APPROVED:

Charles E. Alvarez, Manager
Real Estate Services Division
County of Ventura Public Works Agency

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

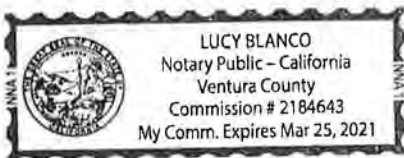
ACKNOWLEDGMENT

STATE OF California
COUNTY OF Ventura

On April 23, 2018, before me Lucy Blanco, Notary Public,
a Notary Public in and for said County and State, personally appeared Michael Rock

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

A large, stylized handwritten signature in blue ink, which appears to be 'Lucy Blanco', written over a horizontal line.

NOTARY PUBLIC in and for said
County and State

My commission expires on March 25, 2021.

EXHIBIT A

Legal Description

ESTATE 1

That portion of Block 65 in the City of Santa Paula, County of Ventura, State of California as shown on the map entitled "Town of Santa Paula, Blanchard and Bradley, Proprietors" recorded in the office of said County Recorder in Book 1 Page 234-235 of Miscellaneous Records described as follows:

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- 2nd- South 20°13'33" East, 155.73 feet; thence parallel with the first course herein
- 3rd- North 69°36'36" East, 150.26 feet to the easterly line of Lot 5 of said Block 65; thence along the easterly line of Lot 5, 6 and 7 of said Block 65
- 4th- North 20°16'30" West, 155.73 feet to the Point of Beginning.

CONTAINING 0.537 ACRES MORE OR LESS

ESTATE 2

That portion of Block 65 in the City of Santa Paula, County of Ventura, State of California as shown on the map entitled "Town of Santa Paula, Blanchard and Bradley, Proprietors" recorded in the office of said County Recorder in Book 1 Page 234-235 of Miscellaneous Records described as follows:

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South 20°13'33" East, 129.06 feet to the **True Point of Beginning**; thence leaving said prolongation

- 1st- South 70°29'01" West, 150.01 feet to the easterly line of Mill Street, 60 feet wide as shown on said map recorded in Book 1 Page 234-235 of Miscellaneous Records.

The sidelines of said 15 foot strip of land are to be extended or shortened to begin in the westerly line of the above described Estate 1, and are to terminate in said easterly line of Mill Street.

CONTAINING 0.103 ACRES MORE OR LESS


Joseph V. DeChellis
PLS 8613

11/2/2017
Date





EXHIBIT B

SHEET 1 OF 1 SHEETS

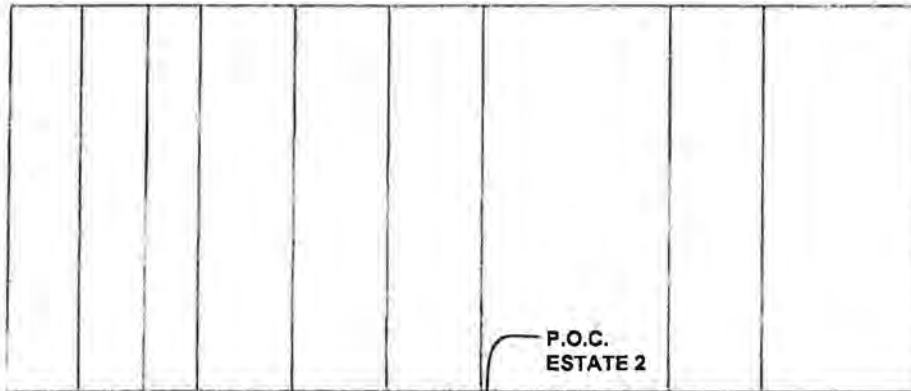
PORTION OF BLOCK 65
"TOWN OF SANTA PAULA, BLANCHARD
AND BRADLEY, PROPRIETORS"
(1 MR 234-235)



MILL STREET

11/2/2017
MAIN STREET

(MUPU STREET)

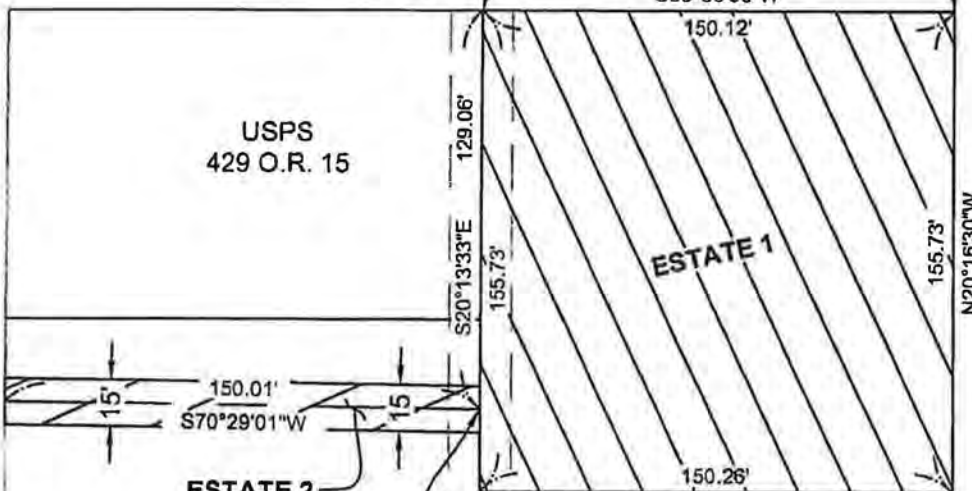


80'

ALLEY

P.O.C.
ESTATE 2

P.O.B. - ESTATE 1
MOST NORTHERLY
CORNER LOT 7
BLOCK 65



70'

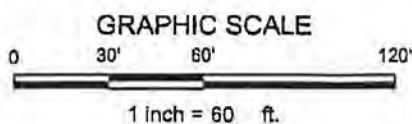
ESTATE 2

ABANDONED ALLEY
PER 429 O.R. 46

T.P.O.B.
ESTATE 2

BLOCK 65
1 MR 234-235

10TH STREET



LEGEND:

MR = MISCELLANEOUS RECORDS
O.R. = OFFICIAL RECORDS
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
T.P.O.B. = TRUE POINT OF BEGINNING

SP FIRE STATION #81
COUNTY OF VENTURA
OCTOBER 2017

Exhibit 5

LEASE AGREEMENT
(Ventura County Fire Protection District)
(536 West Main Street, Santa Paula)

THIS LEASE AGREEMENT, hereinafter called "Agreement," is made and entered into by and between the CITY OF SANTA PAULA, a municipal corporation, hereinafter called "Lessor," and the VENTURA COUNTY FIRE PROTECTION DISTRICT, hereinafter called "District." The parties agree that:

1. PROPERTY LEASED. Lessor hereby leases to District and District hereby leases from Lessor the property and the building located thereon, hereinafter called "Premises," located in the City of Santa Paula, County of Ventura, State of California, described as follows:

The property referred to and known as 536 West Main Street,
Santa Paula, CA 93060.

The Premises are more particularly shown on Exhibit "A," which is attached hereto and made a part hereof by reference.

2. RENT. District shall pay to Lessor, during the term of this Agreement, a rent of \$10,000.00 per year ("Rent") payable at the end of each calendar year following the effective date of this Agreement ("Effective Date"), which shall be the date the Premises are delivered to District pursuant to the terms of the parties' Memorandum of Agreement for Fire Protection and Related Services, executed in conjunction with the District's annexation of the City. Rent shall be subject to proration, as provided in Section 9, and offset, as provided in Section 16.

3. TERM. The term of this Agreement shall be one hundred and twenty (120) months commencing on the effective date of this Agreement ("term").

4. HOLDOVER. N/A.

5. USE. The Premises shall be used for the following specified purpose and shall not be used for any other purpose without first obtaining the written consent of Lessor:

PUBLIC SERVICE - FIRE STATION

6. SIGNS. District shall have the right, at District's sole cost and expense, to install signs on the Premises appropriate for the identification of the Premises, provided the size, location, graphics and specifications of such identification signs are approved in advance by Lessor. Lessor shall not install signs on the Premises without the written consent of District.

7. ALTERATIONS BY DISTRICT. During the term of this Agreement, District shall have the right to make installations, modifications and improvements to the Premises. All improvements, installations and modifications installed by District during the term of this Agreement shall be considered personal property of District and District may, at its option, remove any or all of such items at any time during the term of this Agreement or any extension thereof. If District removes any of such items, District shall restore the portion of the Premises affected by such removal as nearly as practicable to its condition as of the date of occupancy by District, normal wear and tear excepted. District shall keep the Premises free from any liens

LEASE AGREEMENT
(Ventura County Fire Protection District)
(536 West Main Street, Santa Paula)

arising out of any work performed on the Premises, for material furnished to the Premises or for obligations incurred by District.

8. PARKING. N/A.

9. PRORATION OF RENT. If the rent payment due under this Agreement for any calendar year should be for less than a full 12-month year, the rent amount due for that year shall be prorated accordingly.

10. MODIFICATIONS BY LESSOR. None.

11. DELAY IN DELIVERY OF POSSESSION. N/A.

12. INSURANCE.

(a) FIRE AND CASUALTY INSURANCE. During the Term of this Agreement, fire and casualty insurance shall be the sole concern of the District. The Premises, including any fixtures located thereon, shall be insured, or self-insured, by District, for its full replacement cost.

(b) DISTRICT INSURANCE. District shall maintain Commercial General Liability Insurance covering the insured against claims of bodily injury, personal injury and property damage arising out of District's operations, assumed liabilities or use of the Premises, including a Commercial General Liability endorsement covering the insuring provisions of this Agreement and the indemnity agreements set forth in Section 24 of this Agreement, for limits of liability not less than \$1,000,000.00 per occurrence and annual aggregate for bodily injury, property damage liability and personal injury liability. The minimum limits of policies of insurance required of District under this Agreement shall in no event limit the liability of District under this Agreement. Such insurance shall: (i) name Lessor, and any other party it so specifies, as an additional insured; (ii) be issued by an insurance company licensed to do business in the State of California; (iii) be primary insurance as to all claims thereunder and provide that any insurance carried by Lessor is excess and is non-contributing with any insurance requirement of District; and (iv) provide that said insurance shall not be canceled or coverage changed unless thirty (30) days' prior written notice shall have been given to Lessor. District shall have the right to provide such insurance coverage pursuant to blanket policies covering District's other properties so long as the coverage required under this Agreement with respect to the Premises is not reduced or impaired as a result thereof (including as a result of any claims made or aggregate limits with respect to such other properties). District shall deliver said policy or policies or certificates thereof to Lessor on or before the date District occupies the Premises and at least ten (10) days before the expiration dates thereof. If District shall fail to procure such insurance, or to deliver such policies or certificates, within such time periods, Lessor may, at its option, in addition to all of its other rights and remedies under this Agreement, and without regard to any notice and cure periods set forth in this Agreement, procure such policies for the account of District, and the cost thereof shall be paid to Lessor as rent within thirty (30) days after invoice.

LEASE AGREEMENT
(Ventura County Fire Protection District)
(536 West Main Street, Santa Paula)

(c) CONTRACTORS INSURANCE. District shall require any contractor hired to complete alterations on the Premises, as provided in Section 7, or repairs and maintenance, other than janitorial or landscaping, as provided in Section 16, to name Lessor as an additional insured on all insurance certificates supplied by each such contractor to District for the work to be performed.

13. TAXES AND ASSESSMENTS. Lessor shall pay all ad valorem taxes and assessments levied against the Premises covered by this Agreement if any.

14. UTILITIES. District shall pay for water, sewer, gas and trash services for the Premises. Lessor shall make and maintain proper connections with any and all water, gas and sewer on or serving the Premises and will continue the connections and service thereof during the term of this Agreement or any extension thereof.

15. JANITORIAL SERVICES. District shall be responsible for janitorial services and supplies for the Premises.

16. REPAIRS AND MAINTENANCE. District shall be responsible for all repairs and maintenance on the Premises during the term of this Agreement. District shall be entitled to receive an offset on any rent due pursuant to Section 2, above, on a dollar-for-dollar basis, for all costs incurred by District for any and all repairs and maintenance of the Premises, excluding janitorial or landscaping services ("qualifying repairs and maintenance"). District shall provide quarterly statements to Lessor of all qualifying repairs and maintenance, including invoices, for Lessor's records. At the end of each calendar year, District shall provide Lessor with a year-end statement of all expenditures for qualifying repairs and maintenance. Any expenditures for qualifying repairs and maintenance in excess of the annual rent due at such time shall be carried over and shall be a credit against the next year's annual rental payment. In the event that any such credit exists at the end of the term of this Agreement, i.e., that expenditures for qualifying repairs and maintenance exceed the annual rent due for the last year of this Agreement, District shall have the right and option either to bill Lessor for the full amount of such credit or to forgive all or a portion of such credit.

17. ENTRY BY LESSOR. Lessor may, upon notice to District, enter upon the Premises at all reasonable times to examine the condition thereof, post notices of non-responsibility, show the Premises to potential purchasers or mortgagees, and for the purpose of providing maintenance and making such repairs as Lessor is obligated to make, provided that such right shall not be exercised in such a manner as to unreasonably interfere with any business conducted by District on the Premises.

18. COMPLIANCE WITH LAW. If necessary to comply with any applicable law, District shall perform all installations, modifications or improvements made necessary due to any installations, modifications or improvements to or use by District of the Premises. Lessor has not caused the Premises to undergo an inspection in accordance with California Civil Code Section 1938.

19. ASSIGNMENT AND SUBLETTING. N/A.

LEASE AGREEMENT
(Ventura County Fire Protection District)
(536 West Main Street, Santa Paula)

20. DEFAULT OR BREACH. Except as otherwise provided herein, at any time one of the parties to this Agreement is in default or breach in the performance of any of the terms and conditions of this Agreement, the other party shall give written notice to remedy such default or breach. If said default or breach is remedied within thirty (30) days following such notice, then this Agreement shall continue in full force and effect. If such default or breach is not remedied within thirty (30) days following such notice, the other party may, at its option, terminate this Agreement. Such termination shall not be considered a waiver of damages or other remedies available to either party because of such default or breach. Each term and condition of this Agreement shall be deemed both a covenant and condition.

21. WAIVER. A waiver by either party of any default or breach by the other party in the performance of any of the covenants, terms or conditions of this Agreement shall not constitute or be deemed a waiver of any subsequent or other default or breach.

22. PARTIES BOUND AND BENEFITTED. The covenants, terms and conditions herein contained shall apply to and bind the heirs, successors, executors, administrators and assigns of all of the parties hereto, and all of the parties hereto shall be jointly and severally liable hereunder.

23. TIME. Time is of the essence of this Agreement.

24. HOLD HARMLESS. District hereby agrees to defend and indemnify Lessor against, and to hold Lessor harmless from, any loss, damages, claims, expenses or liabilities arising out of or relating to any death, bodily injury, or property damage resulting from, or in conjunction with, the maintenance, use or occupation of the Premises by District, District's agents, invitees, employees, contractors or patrons, except to the extent caused by the negligence or willful misconduct of Lessor or Lessor's employees or contractors and not insured or required to be insured by District under this Agreement.

(a) Lessor hereby agrees to defend and indemnify District against, and to hold District harmless from, any loss, damages, claims, expenses or liabilities resulting from any allegations of release of hazardous materials or petroleum products from underground or above ground storage tanks on the Premises at the time of execution of this Agreement, except to the extent such alleged release was caused by the negligence or willful misconduct of District employees or contractors of the District.

(b) Lessor warrants that there are no hazardous construction materials (including, but not limited to, asbestos, lead, and mercury) on the Premises at the time of the execution of this lease. Lessor hereby agrees to defend and indemnify District against, and to hold District harmless from, any loss, damages, claims, expenses or liabilities resulting from any allegations of the release of hazardous construction materials, except to the extent such alleged release was caused by the negligence or willful misconduct of District employees or contractors of the District.

25. DESTRUCTION OF PREMISES. If the Premises should be destroyed by any cause or declared unsafe or unfit for occupancy by any authorized public authority for any

LEASE AGREEMENT
(Ventura County Fire Protection District)
(536 West Main Street, Santa Paula)

reason, either wholly or in such a degree as to substantially impair District's ability to use the Premises for the use permitted under Section 5 above, then all rent due under the terms of this Agreement shall terminate as of the date of such destruction or declaration; provided, however, that if Lessor makes the necessary repairs within 120 days rendering the Premises as suitable and serviceable as they existed the day District occupancy commenced, no right of termination by District shall exist. If repairs are not made within 120 days, District may terminate this Agreement effective on the 120th day after said destruction by mailing written notice to Lessor of District's intention to terminate. During a period of partial destruction, the rent shall be abated in the same ratio as the portion of the Premises rendered for the time being unfit for occupancy shall bear to the whole Premises. Should the partial destruction of the Premises not be repaired within 120 days, District shall have the option to terminate this Agreement or remain in possession at the reduced rent. Additionally, Lessor shall have the right to terminate this Agreement in the event of a partial or total destruction if the damage is not fully covered, except for deductible amounts, by Lessor's insurance policies.

26. CONDEMNATION. If the whole of the Premises should be taken by a public authority under the power of eminent domain, then the term of this Agreement shall cease on the day of possession by said public authority. If a part only of the Premises should be taken under eminent domain, District shall have the right to either terminate this Agreement or to continue in possession of the remainder of the Premises, provided such part is either (i) greater than 25% of the total rentable square feet of the Premises or (ii) necessary for District's ability to use the Premises for the use permitted under Section 5 above. If District remains in possession, all of the terms hereof shall continue in effect, the rent payable being reduced proportionately for the balance of the term of this Agreement. If such taking under the power of eminent domain occurs, those payments attributable to the leasehold interest of District shall belong to District, and those payments attributable to the reversionary interest of Lessor shall belong to Lessor.

27. CONDITION OF PREMISES UPON TERMINATION. Upon the termination of this Agreement for any reason, District shall vacate the Premises and deliver same to Lessor in good order and condition, with all personal property of District removed therefrom and damage from such removal repaired, at District's sole cost and expense (damage by the elements, fire, earthquake, falling objects and ordinary wear and tear excepted).

28. ENTIRE AGREEMENT. Except for the Memorandum of Agreement for Fire Protection and Related Services Between the City of Santa Paula and the Ventura County Fire Protection District, this Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof, and no obligation other than those set forth herein will be recognized.

29. AGREEMENT MODIFICATION. This Agreement may be terminated, extended or amended in writing by the mutual consent of the parties hereto. Such modification may be executed by the Director of the Ventura County Public Works Agency, or an authorized representative, on behalf of District.

30. PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void or

LEASE AGREEMENT
(Ventura County Fire Protection District)
(536 West Main Street, Santa Paula)

unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

31. GENDER AND NUMBER. For the purpose of this Agreement, wherever the masculine or neuter form is used, the same shall include the masculine or feminine, and the singular number shall include the plural and the plural number shall include the singular, wherever the context so requires.

32. SECTION HEADINGS. Section headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants and conditions of this Agreement.

33. NOTICES AND PAYMENTS. All notices required under this Agreement, including change of address, shall be in writing and all notices and payments shall be made as follows:

A. All notices to Lessor shall be given or mailed to:

City of Santa Paula
P.O. Box 569
Santa Paula, CA 93061
Attn: City Manager

B. All notices to District shall be given or mailed to:

Ventura County Fire Protection District
165 Durley Avenue
Camarillo, CA 93010
Attn: Fire Chief

34. HAZARDOUS MATERIALS. District shall not use or allow another person or entity to use any part of the Premises and District shall not use any part of the Premises for the storage, use, treatment, manufacture or sale of hazardous materials (other than ordinary office products which are incidental to the operation of its offices, such as photocopy supplies, secretarial supplies and limited janitorial supplies).

Dated: 4/25/14

“LESSOR”

CITY OF SANTA PAULA

By: 
Michael Rock
City Manager

LEASE AGREEMENT
(Ventura County Fire Protection District)
(536 West Main Street, Santa Paula)

“DISTRICT”

VENTURA COUNTY FIRE PROTECTION
DISTRICT

Dated: _____

By: _____

Mark Lorenzen
Fire Chief



EXHIBIT A
DEPICTION OF PREMISES
536 WEST MAIN STREET, SANTA PAULA, CA



Imagery from GoogleEarth, 2016.

Legend

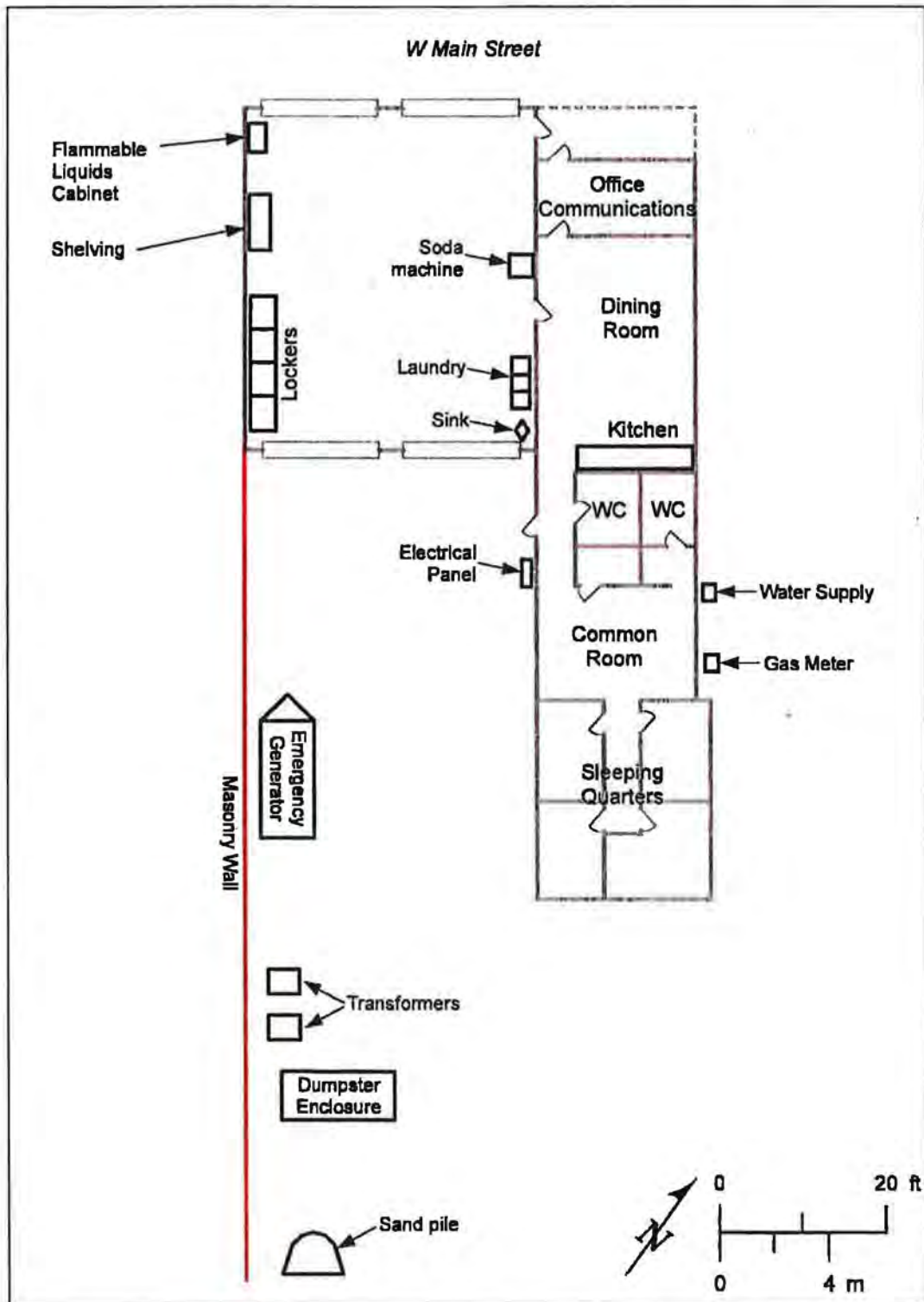
 Approximate Site boundary

SITE PLAN

Page 1 of 2

EXHIBIT A

DEPICTION OF PREMISES
536 WEST MAIN STREET, SANTA PAULA, CA



BUILDING DETAIL

Exhibit 6

Recorded at the request of and
Return to:

Public Works Agency
County of Ventura
Attn: Real Estate Services
800 S. Victoria Avenue
Ventura, CA 93009-1640

A. P. # 107-0-044-035
Instrument # 30,053,1F

No Fee Required
(Govt. Code Sec. 6103 & 27383)
(Rev. & Tax. Code Sec. 11922)

GRANT DEED

(Santa Paula Fire Station – East Area 1)

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged,

CITY OF SANTA PAULA, a Municipal Corporation

do(es) hereby GRANT to

COUNTY OF VENTURA

the hereinafter described real property in the State of California, County of Ventura:

[See description attached as Exhibit "A", attached hereto and made a part hereof]

Mail tax statement to:

County of Ventura
800 S. Victoria Avenue
Ventura, CA 93009-1640
Attn: Public Works Agency, Real Estate Services

Instrument No. 30,053.1F

CITY OF SANTA PAULA, a Municipal Corporation

Dated: 4/23/18

By: M. J. R. R.

Name: Michael Rock

Its: City Manager

Grantor

APPROVED:

**Charles E. Alvarez, Manager
Real Estate Services Division
Public Works Agency**

_____, 20__

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

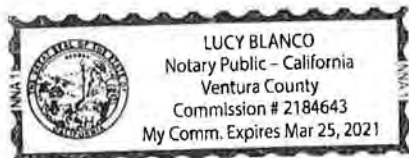
ACKNOWLEDGMENT

STATE OF California)
COUNTY OF Ventura)

On April 23, 2018, before me Lucy Blanco, Notary Public,
a Notary Public in and for said County and State, personally appeared Michael Rock

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

[Signature]
NOTARY PUBLIC in and for said
County and State

My commission expires on March 25, 2021.

EXHIBIT "A"
(Legal Description)

All that certain real property situated in the County of Ventura, State of California, described as follows:

Part of the North half (N1/2) of the North West Quarter (NW1/4); the South-East Quarter (SE1/4) of the North-West Quarter (NW1/4) of Section Twelve (12) Township Three (3) North, Range Twenty-One (21) West, San Bernardino Base and Meridian, as the same are designated and delineated upon the official plat of the survey of said lands, returned to the General Land Office by the Surveyor General, and particularly described as follows:

Beginning at the Northeast corner of the Southeast Quarter of the Northwest Quarter of said Section 12, Township 3 North, Range 21 West, San Bernardino Base and Meridian, from which an iron pipe 1-1/2" inch in Diameter 36" long, bears North 2.90 feet distant said point of beginning being the Southeast corner of that certain Parcel of land as conveyed by Adam Harpold to Christopher Harpold by deed dated March 8, 1899, and recorded in the Office of the County recorder of said Ventura County in Book 57 of Deeds at Page 392 et seq.; thence from said point of beginning,

1st: South 0° 04' West 20.05 chains; at 10.00 chains an iron pipe 2" in diameter 24" long; at 20.05 chains the center of said Section 12, Township 3 North, Range 21 West, San Bernardino Base and Meridian; thence,

2nd: North 86° 13' West 20.159 chains to an Iron pipe 1-1/2" in diameter 36" long, set at the Southwest corner of the Southeast Quarter of the Northwest Quarter of said Section 12, Township 3 North, Range 21 West, San Bernardino Base and Meridian, and at the Southeast corner of that certain parcel of land as conveyed by W.L.K. Good, et ux. to Nathan W. Blanchard, by Deed dated May 21, 1906 and recorded in the Office of the County Recorder of said Ventura County in Book 106 of Deeds at Page 182 et seq., thence,

3rd: North 0° 08' East 9.65 chains; at 5.948 chains an iron pipe 1-1/2" in Diameter 36" long set on bluff; at 9.65 chains an iron pipe 1-1/2" in diameter 36" long set in the Northeasterly line of that certain parcel of land as conveyed by Roy A. White, et ux., to Vane Robbins, by Deed dated August 2nd, 1909, and recorded in the Office of the County recorder of said Ventura County in Book 119 of Deeds at Page 286, et seq., thence,

4th: North 33° 58' West 23.612 chains along the northeastly line of said lands of Vane Robbins to an Iron pipe 1-1/2" in diameter 36" long set at the extreme Northeasterly corner of said lands of Vane Robbins, in the Southerly line of the public road from the City of Santa Paula to Fillmore; thence along same,

5th: North 57° 45' East 1.756 chains to an iron pipe 1-1/2" in diameter 36" long, set at the point of intersection of the Southerly line of said public road, and the Southerly line of the right of way of the Southern Pacific Railroad; thence,

6th: North 69° 03' East 12.594 chains to an iron pipe 1-1/2" in diameter 36" long set at the point of intersection of the Southerly line of said Railroad right of way and the East line of the Northwest quarter of the Northwest Quarter of said Section 12, Township 3 North, Range 21 West, San Bernardino Base and Meridian, from which the Northwest corner of that certain Parcel of land as conveyed by Frank E. Davis et ux. to A. L. Drown by Deed dated November 30, 1895, and recorded in the Office of the County Recorder of said Ventura County in Book 46 of Deeds at Page 378 et seq., bears North 0.862 chain distant; thence,

7th: South 0° 08' West 9.938 chains; at 9.435 chains a 3" x 4" Redwood Post; at 9.938 chains an iron pipe 1-1/2" in diameter 36" long set at the West base of a 4" x 4" Redwood post marked "W" on West face and "K.R.T.3" on East face, said iron pipe and post being set in a barranca; thence down said barranca following its meanders by the following courses and distances,

8th: South 61° 34' East 2.795 chains to a 3" x 4" Redwood Post; thence,

9th: South 49° 08' East 2.85 chains to an iron pipe 1-1/2" in diameter 36" long; thence,

10th: South 88° 27' East 6.418 chains an iron pipe 1-1/2" in diameter 36" long, thence,

11th: South 38° 54' East 3.386 chains; at 1.203 chains a 4" x 4" Redwood Post set in the Southwest line of lands of said Christopher Harpold; at 3.386 chains an iron pipe 1-1/2" in diameter 36" long set at the Southwest corner of said lands of Christopher Harpold in the North line of the South East Quarter of the North West Quarter of said Section 12, Township 3 North, Range 21 West, San Bernardino Base and Meridian; from said iron pipe a nail in a blaze on the Westerly Branch of a double live Oak bears North 80° 30' West 21.80 feet distant; thence,

12th: South 89° 57' East 6.923 chains to the point of beginning.

EXCEPT all that portion of said land lying Southeasterly of the Northwesterly line of that certain property conveyed to the State of California by Deed recorded May 13, 1983 as Instrument No. 49049 of Official Records.

ALSO EXCEPT THEREFROM all oil, gas, hydrocarbons, or other minerals in and under, and that may be hereafter produced from said land, as conveyed to Alice Teague Cox, et al., in Deeds recorded March 28, 1955 in Book 1276, Pages 459, 464, 469, 474, 479, 484, 489, 494, 499, 504, 509, 514, and 519, all of Official Records.

An undivided 474/2500 interest in the above mentioned oil and gas was purportedly quitclaimed to Limoneira Company, a California Corporation, by Deed recorded June 23, 2000 as Instrument No. 2000-0100215 of Official Records.

Assessor Parcel No.: 107-0-044-035

Exhibit 7

[illegible]

Recorded at the request of and
Return to:

Public Works Agency
County of Ventura
Attn: Real Estate Services
800 S. Victoria Avenue
Ventura, CA 93009-1640

A portion of A.P. #102-0-160-085
Instrument #

No Fee Required
(Govt. Code Sec. 6103 & 27383)
(Rev. & Tax. Code Sec. 11922)

GRANT DEED
(City Fire Station No. 82, aka Fire Station 26)

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged,

CITY OF SANTA PAULA, a Municipal Corporation

do(es) hereby GRANT to

COUNTY OF VENTURA

the hereinafter described real property in the State of California, County of Ventura:

Only Estate 1: Fee

[See description attached as Exhibit "A," attached hereto and made a part hereof]
[Exhibit "B" is attached hereto and made a part hereof for informational purposes only]

Mail tax statement to:

Public Works Agency
County of Ventura
Attn: Real Estate Services
800 S. Victoria Avenue
Ventura, CA 93009-1640

CITY OF SANTA PAULA, a Municipal
Corporation

Dated: _____

By: _____

Name: _____

Its: _____

Grantor

APPROVED:

George R. Andrade, Manager
Real Estate Services Division
Public Works Agency

_____, 20____

EXHIBIT A

ESTATE 1

That portion of Lot 22 of the Rancho Santa Paula y Saticoy, in the City of Santa Paula, County of Ventura, State of California, as shown on the map recorded in Book A, Page 290 of Miscellaneous Records (Maps) in the office of the Recorder of said County, described as follows:

Commencing at the 1 ½" Iron Pipe, tagged "LS 5933" as shown on the map filed in Book 41, Page 31 of Corner Records in the office of the County Surveyor of said County set at the centerline intersection of Main Street, 40 feet wide as described in deed recorded May 4, 1922 in the office of said County Recorder in Book 186, Page 370 of Deeds and Steckel Drive, 60 feet wide as shown on the map recorded the office of said County Recorder in Book 36, Page 3 of Records of Survey; thence South 60°29'09" West, 251.47 feet to the intersection with said centerline of Main street and a line parallel with and distant southwesterly 250.00 feet from said centerline of Steckel Drive, said point being the **True Point of Beginning**; thence along said parallel line

- 1st- South 35°42'57" East, 239.44 feet; thence
- 2nd- South 54°42'26' West, 9.14 feet; thence
- 3rd- South 35°17'34' East, 92.17 feet; thence
- 4th- South 54°42'26" West, 51.00 feet; thence
- 5th- North 35°36'45' West, 332.64 feet to a point on said centerline of Main Street, said point being the beginning of a non-tangent curve concave southeasterly having a radius of 1859.91 feet, a radial to said point bears N35°14'46' West; thence along said curve and centerline of Main Street
- 6th- Northeasterly 60.24 feet, through a central angle of 1°51'21' to the **True Point of Beginning**.

CONTAINING 19,236 SQUARE FEET MORE OR LESS

ESTATE 2 PARCEL 1

That portion of Lot 22 of the Rancho Santa Paula y Saticoy, in the City of Santa Paula, County of Ventura, State of California, as shown on the map recorded in Book A, Page 290 of Miscellaneous Records (Maps) in the office of the Recorder of said County, described as follows:

A strip of land 17 feet wide, the southwesterly line of which described as follows:

Commencing at the 1 ½" Iron Pipe, tagged "LS 5933" as shown on the map filed in Book 41, Page 31 of Corner Records in the office of the County Surveyor of said County set at the centerline intersection of Main Street, 40 feet wide as described in deed recorded May 4, 1922 in the office of said County Recorder in Book 186, Page 370 of Deeds and Steckel Drive, 60 feet wide as shown on the map recorded the office of said County Recorder in Book 36, Page 3 of Records of Survey; thence South 60°29'09" West, 251.47 feet to the intersection with said centerline of Main street and a line parallel with and distant southwesterly 250.00 feet from said centerline of Steckel Drive, said point being the **True Point of Beginning**; thence along said parallel line

1st- South 35°42'57" East, 265.00 feet.

Excepting that portion thereof lying within said parcel of land described in deed recorded May 4, 1922 in Book 186, Page 370 of Deeds.

Also excepting that portion thereof lying within the parcel of land described in deed recorded November 10, 1955 in the office of said County Recorder in Book 1351, Page 451 of Official Records.

CONTAINING 3,824 SQUARE FEET MORE OR LESS

ESTATE 2 PARCEL 2

That portion of Lot 22 of the Rancho Santa Paula y Saticoy, in the City of Santa Paula, County of Ventura, State of California, as shown on the map recorded in Book A, Page 290 of Miscellaneous Records (Maps) in the office of the Recorder of said County, described as follows:

A strip of land 25 feet wide, the centerline of which is described as follows:

Commencing at the 1 ½" Iron Pipe, tagged "LS 5933" as shown on the map filed in Book 41, Page 31 of Corner Records in the office of the County Surveyor of said County set at the centerline intersection of Main Street, 40 feet wide as described in deed recorded May 4, 1922 in the office of said County Recorder in Book 186, Page 370 of Deeds and Steckel Drive, 60 feet wide as shown on the map recorded the office of said County Recorder in Book 36, Page 3 of Records of Survey; thence along the centerline of said Steckel Drive

South 35°42'57" East, 217.44 feet; thence at right angles

North 54°17'03" East, 30.00 feet to the **True Point of Beginning**; thence continuing

1st- North 54°17'03" East, 44.95 feet to the beginning a non-tangent curve concave northwesterly having a radius of 52.50 feet, a radial to which bears South 88°30'36" East, thence along said curve

2nd- Southerly 48.48 feet, through a central angle of 52°54'42"; thence

3rd- South 54°24'06" West, 142.53 feet to the northeasterly line of the herein described Estate 1.

Except that portion there of lying within the herein described Estate 2, Parcel 1.

CONTAINING 5,749 SQUARE FEET MORE OR LESS



Joseph V. DeChellis
PLS 8613

10/15/2020

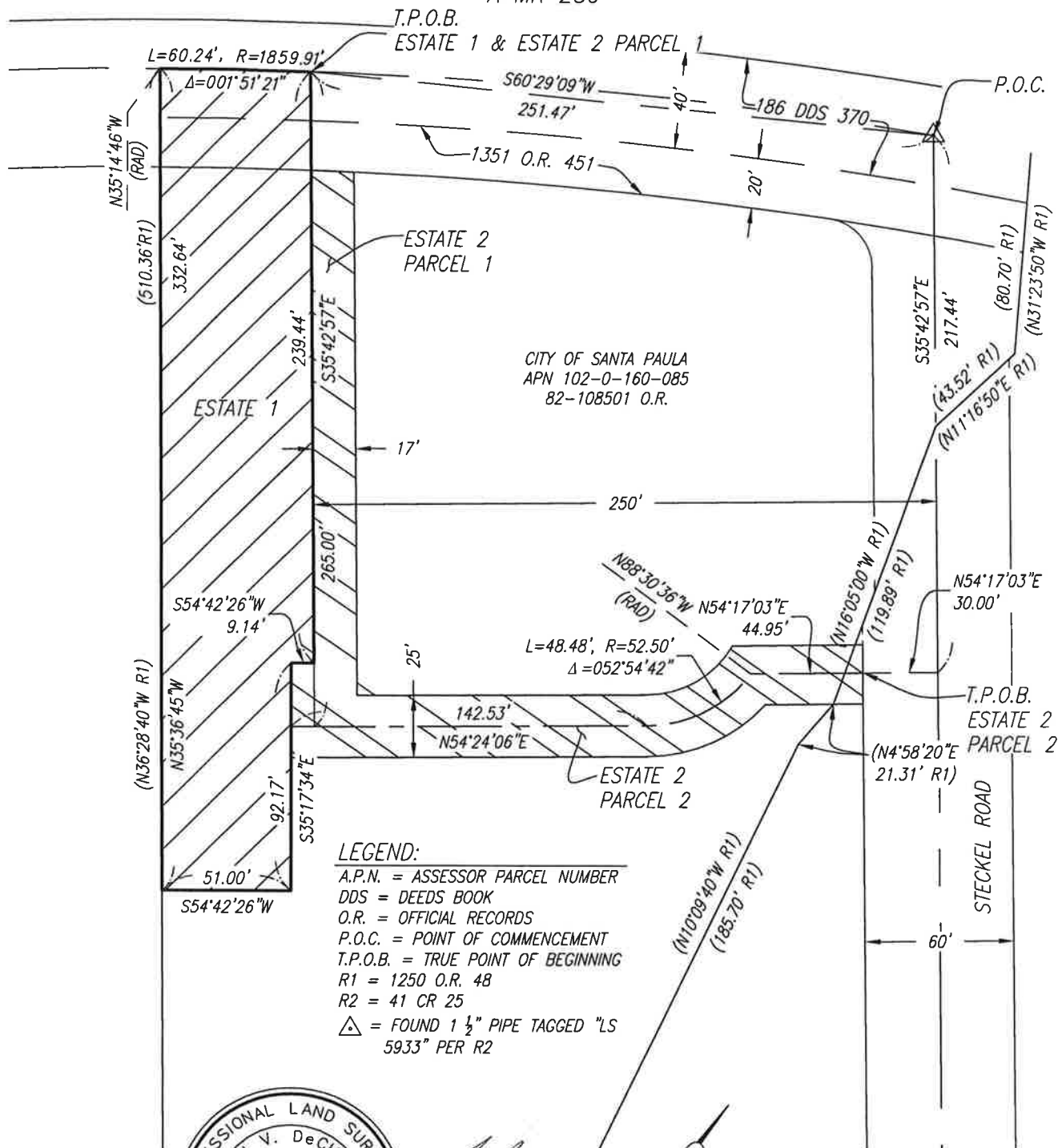
Date



EXHIBIT B

SHEET 1 OF 1 SHEETS

PORTION OF
LOT 22
A MR 280



FIRE STA. 26
OCTOBER 2020

Recorded at the request of and
Return to:

Public Works Agency
County of Ventura
Attn: Real Estate Services
800 S. Victoria Avenue
Ventura, CA 93009-1640

A portion of A.P. #102-0-160-085
Instrument #

No Fee Required
(Govt. Code Sec. 6103 & 27383)
(Rev. & Tax. Code Sec. 11922)

GRANT DEED
(City Fire Station No. 82, aka Fire Station 26)

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged,

CITY OF SANTA PAULA, a Municipal Corporation

do(es) hereby GRANT to

VENTURA COUNTY FIRE PROTECTION DISTRICT

the hereinafter described real property in the State of California, County of Ventura:

Only Estate 2: Parcel 1 and Parcel 2: a non-exclusive easement and right-of-way for ingress and egress appurtenant to Estate 1.

[See description attached as Exhibit "A," attached hereto and made a part hereof]
[Exhibit "B" is attached hereto and made a part hereof for informational purposes only]

Mail tax statement to:

Public Works Agency
County of Ventura
Attn: Real Estate Services
800 S. Victoria Avenue
Ventura, CA 93009-1640

CITY OF SANTA PAULA, a Municipal Corporation

Dated:_____

By:_____

Name: _____

Its: _____

Grantor

APPROVED:

George R. Andrade, Manager
Real Estate Services Division
Public Works Agency
_____, 20__

EXHIBIT A

ESTATE 1

That portion of Lot 22 of the Rancho Santa Paula y Saticoy, in the City of Santa Paula, County of Ventura, State of California, as shown on the map recorded in Book A, Page 290 of Miscellaneous Records (Maps) in the office of the Recorder of said County, described as follows:

Commencing at the 1 ½" Iron Pipe, tagged "LS 5933" as shown on the map filed in Book 41, Page 31 of Corner Records in the office of the County Surveyor of said County set at the centerline intersection of Main Street, 40 feet wide as described in deed recorded May 4, 1922 in the office of said County Recorder in Book 186, Page 370 of Deeds and Steckel Drive, 60 feet wide as shown on the map recorded the office of said County Recorder in Book 36, Page 3 of Records of Survey; thence South 60°29'09" West, 251.47 feet to the intersection with said centerline of Main street and a line parallel with and distant southwesterly 250.00 feet from said centerline of Steckel Drive, said point being the **True Point of Beginning**; thence along said parallel line

- 1st- South 35°42'57" East, 239.44 feet; thence
- 2nd- South 54°42'26' West, 9.14 feet; thence
- 3rd- South 35°17'34' East, 92.17 feet; thence
- 4th- South 54°42'26" West, 51.00 feet; thence
- 5th- North 35°36'45' West, 332.64 feet to a point on said centerline of Main Street, said point being the beginning of a non-tangent curve concave southeasterly having a radius of 1859.91 feet, a radial to said point bears N35°14'46' West; thence along said curve and centerline of Main Street
- 6th- Northeasterly 60.24 feet, through a central angle of 1°51'21' to the **True Point of Beginning**.

CONTAINING 19,236 SQUARE FEET MORE OR LESS

ESTATE 2

PARCEL 1

That portion of Lot 22 of the Rancho Santa Paula y Saticoy, in the City of Santa Paula, County of Ventura, State of California, as shown on the map recorded in Book A, Page 290 of Miscellaneous Records (Maps) in the office of the Recorder of said County, described as follows:

A strip of land 17 feet wide, the southwesterly line of which described as follows:

Commencing at the 1 ½" Iron Pipe, tagged "LS 5933" as shown on the map filed in Book 41, Page 31 of Corner Records in the office of the County Surveyor of said County set at the centerline intersection of Main Street, 40 feet wide as described in deed recorded May 4, 1922 in the office of said County Recorder in Book 186, Page 370 of Deeds and Steckel Drive, 60 feet wide as shown on the map recorded the office of said County Recorder in Book 36, Page 3 of Records of Survey; thence South 60°29'09" West, 251.47 feet to the intersection with said centerline of Main street and a line parallel with and distant southwesterly 250.00 feet from said centerline of Steckel Drive, said point being the **True Point of Beginning**; thence along said parallel line

1st- South 35°42'57" East, 265.00 feet.

Excepting that portion thereof lying within said parcel of land described in deed recorded May 4, 1922 in Book 186, Page 370 of Deeds.

Also excepting that portion thereof lying within the parcel of land described in deed recorded November 10, 1955 in the office of said County Recorder in Book 1351, Page 451 of Official Records.

CONTAINING 3,824 SQUARE FEET MORE OR LESS

ESTATE 2 PARCEL 2

That portion of Lot 22 of the Rancho Santa Paula y Saticoy, in the City of Santa Paula, County of Ventura, State of California, as shown on the map recorded in Book A, Page 290 of Miscellaneous Records (Maps) in the office of the Recorder of said County, described as follows:

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South 35°42'57" East, 217.44 feet; thence at right angles

North 54°17'03" East, 30.00 feet to the **True Point of Beginning**; thence continuing

1st- North 54°17'03" East, 44.95 feet to the beginning a non-tangent curve concave northwesterly having a radius of 52.50 feet, a radial to which bears South 88°30'36" East, thence along said curve

2nd- Southerly 48.48 feet, through a central angle of 52°54'42"; thence

PAGE 2 OF 3

3rd- South 54°24'06" West, 142.53 feet to the northeasterly line of the herein described Estate 1.

Except that portion there of lying within the herein described Estate 2, Parcel 1.

CONTAINING 5,749 SQUARE FEET MORE OR LESS



Joseph V. DeChellis
PLS 8613

10/15/2020

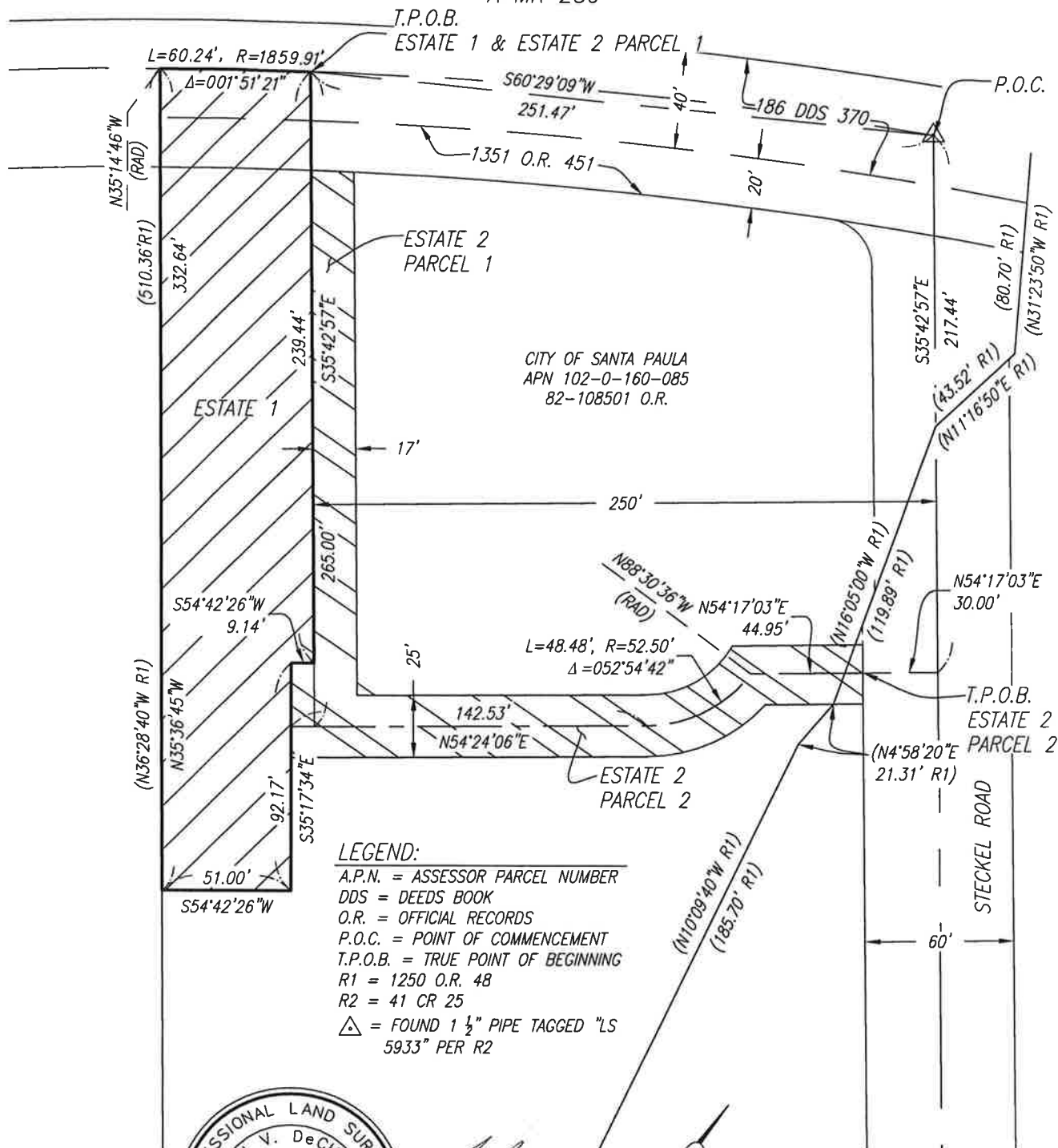
Date



EXHIBIT B

SHEET 1 OF 1 SHEETS

PORTION OF
LOT 22
A MR 280



FIRE STA. 26
OCTOBER 2020

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Jonathan Royas, Management Analyst

Subject: CITY COUNCIL MEETING START TIME DISCUSSION

Date: June 7, 2023

Agenda Item: 11.D

RECOMMENDATION:

Staff recommend the City Council:

1. Consider and discuss a Councilmember request to change the start time of City Council regular meetings and provide staff direction and feedback as it relates to this request.

Presented By: Jonathan Royas, Management Analyst

BACKGROUND:

Currently, City Council regular meetings in Santa Paula are scheduled to begin at 6:30pm. Codified in Santa Paula Municipal Code Section 30.01, this time was established years ago and has remained unchanged since then. Over the years, it has become apparent that the current start time may pose certain challenges in terms of attendance and engagement from both council members and the public.

On May 2, 2023, Councilmember Jenny Crosswhite requested staff assess the possibility of changing the start time of City Council meetings from 6:30pm to an earlier time. The proposed time change would aim to improve accessibility, enhance public participation, and accommodate the needs of both the City Council members and the community. This report evaluates the potential benefits, challenges, and considerations associated with the proposed time change.

ANALYSIS:

Benefits of Changing the Start Time

1. Enhanced Accessibility: Moving the start time to 6:00pm or earlier may make it easier for individuals with work or family commitments to attend City Council meetings. Many residents face challenges in attending evening meetings due to early morning commitments or childcare responsibilities. By starting the meetings earlier, more community members could have the opportunity to participate and voice their opinions on matters of importance.

2. Increased Public Engagement: Changing the start time to 6:00pm could encourage greater

public participation, assuming the start time wasn't too early and thereby conflicting with traditional work schedules. Residents who may have been deterred by the late start time might be more inclined to attend and provide input on issues affecting the community. This change aligns with the city's goal of fostering transparency, inclusivity, and community engagement.

3. Use of Time: Starting the meetings earlier would allow for an additional 30 minutes or more of time, should it be needed, and it could allow the meetings to conclude earlier. Additionally, City Council members may have the opportunity to address agenda items more thoroughly, leading to better-informed decisions.

Challenges and Considerations

As Council considers the proposal to change the start time of City Council meetings from 6:30pm to 6:00pm or earlier, it is important to acknowledge potential challenges and considerations which might be raised by some residents.

1. Inconvenience for Working Residents: Shifting the start time to 6:00pm may pose challenges for residents who work regular business hours. Many individuals have jobs that end at 5:00pm or 5:30pm, leaving them with limited time to commute home, attend to personal responsibilities, and prepare for a City Council meeting. Moving the meeting start time earlier may result in fewer working residents being able to actively participate, limiting the diversity of voices represented in the meetings.

2. Childcare and Family Responsibilities: Shifting the start time earlier may present challenges for residents with childcare or family responsibilities. It may be difficult for parents to make necessary arrangements for their children, such as coordinating pickups, meals, and bedtime routines, before attending a 6:00pm meeting. This could limit the ability of parents and caregivers to participate in the meetings, potentially impacting the representation of this important demographic. Additionally, rushed (or even skipped) mealtimes, could have a negative impact on health and overall well-being.

3. Conflict with Other Community Events: Starting the meetings earlier may result in scheduling conflicts with other community events and activities. Our city is home to various civic, cultural, and recreational events that often take place in the early evening. Residents who have overlapping commitments might face a difficult choice between attending a City Council meeting or participating in other community activities they value.

4. Adjustments for Council Members: Changing the start time will require adjustments in council members' schedules and routines. Council members may need to rearrange personal and professional commitments to accommodate the earlier start time. It is crucial to assess the feasibility and willingness of all council members to adapt to this change.

These potential challenges should be considered alongside the proposed benefits of changing the start time. Engaging in further dialogue with residents, conducting surveys or public hearings, and carefully assessing the potential impact on different segments of our community could provide valuable insights to make an informed decision regarding the meeting start time.

This adjustment has the potential to enhance accessibility, increase public engagement, and optimize the use of time during meetings. By carefully weighing the benefits and considerations, the City Council can make an informed decision that aligns with the goals of enhancing public participation and fostering effective governance.

If the City Council decides to proceed with the time change, a public announcement should be made well in advance to inform the community and residents. Pending Council's discussion this evening, staff can return at a subsequent meeting with an ordinance effectuating any recommended time change.

STRATEGIC PLAN:

This item is not a goal or objective in City Council's two-year Strategic Plan, however, adjusting the Council start times to allow for more public engagement supports Council's efforts of maintaining a thriving community with increased community engagement.

FISCAL IMPACTS:

There are no fiscal impacts associated with a change in Council start times, except for costs associated with altering the City's Municipal Code.

OPTIONS:

City Council has the following options available:

1. Direct staff to draft and bring back to Council an ordinance modifying the Santa Paula Municipal Code with a new start time;
2. Direct staff to conduct a survey or outreach campaign with residents to identify optional meeting start times and return to Council with the outcomes for consideration; or
3. Provide staff other direction which may be desirable.

ATTACHMENTS:



Santa Paula City Council Tentative Agenda Schedule

DEPARTMENT	MEETING DATE	Wednesday, June 21, 2023
Study Session	June 14, 2023	Budget Workshop
		Wednesday, June 21, 2023
Admin	June 21, 2023	City Manager Department Report
PD		Police Department Report
Admin		Final Strategic Plan Adoption
Finance		Budget Adoption
CDD		Wayfinding Services Contract
CDD		Affordable Housing Trust Fund Committee - Resolution
PW		Advanced Water Treatment Authority Project
PW		Encroachment Permit Procedure Policy
Admin		Social Justice Final Report
PD		Presentation on Automated License Plate Reader Policy
		STUDY SESSION TOPICS
Admin		No Smoking Ordinance
P&R		Oil Museum Use Options
Attorney		Municipal Code Update Overview
Attorney		Review of Code of Conduct Policy
		FUTURE AGENDA ITEMS
PW		Plans & Specifications for 8 th Street Streetlight Repair Project
Admin		SoCal Edison Discussion on Rates
Finance		Unclaimed Funds
CDD		VCTC Update on Railroad
CDD		Cultural Arts Update
Finance		Travel Policy Update
CED		Façade Improvement Program