

City of Santa Paula

City Council Regular

MAYOR CARLOS JUAREZ
VICE MAYOR JENNY CROSSWHITE
COUNCILMEMBER LESLIE CORNEJO
COUNCILMEMBER PEDRO A. CHAVEZ
COUNCILMEMBER GABRIELA ORNELAS



CITY COUNCIL REGULAR MEETING OF THE SANTA PAULA CITY COUNCIL REGULAR

WEDNESDAY, MARCH 18, 2026

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, CITY ATTORNEY

CITY COUNCIL REGULAR MEETING

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. Special and Closed Sessions vary by date and time.

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.*

HOW TO VIEW ON YOUR TELEVISION, COMPUTER, OR MOBILE DEVICE: Watch from home live on the local Channel 10, or view the live feed on the city website at the following link: <https://www.spcity.org/523/Public-Meeting-Agendas>

NOTE: Special and Closed Sessions are not recorded and not available on Channel 10 or live feed on the city website.

MEETING ENVIRONMENT

To maintain a public meeting environment conducive and welcoming to receive public comments from all members of the public, the audience is discouraged from engaging in displays of support or opposition to staff reports or public comments, including clapping, yelling, booing, hissing, or cheering, that may create a disruptive environment for the public who wish to express their views during the meeting are encouraged to do so in silent, non-disruptive ways -- such as raising a hand, shaking hands, or another quiet gesture of support or opposition that does not obstruct views or interrupt proceedings.

Members of the public holding signs are asked to hold the signs on their person in front of them or move to the back of the room so as not to obstruct the view of other members of the public wishing to participate in the meeting.

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. CLOSED SESSION REPORT

6. 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 the City Manager 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.

7. PRESENTATIONS

7.A POLICE DEPARTMENT REPORT RECOMMENDATION:

Receive and File Police Department Report

Prepared by Don Aguilar, Police Chief

8. CITY COUNCIL REPORTS

9. CITY MANAGER REPORTS

10. 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.

10.A APPROVAL OF MINUTES

- City Council Special Meeting January 21, 2026
- City Council Regular Meeting January 21, 2026
- City Council Special Meeting January 26, 2026
- City Council Special Meeting February 4, 2026
- City Council Regular Meeting February 4, 2026
- City Council Special Meeting February 11, 2026
- City Council Special Meeting February 18, 2026
- City Council Regular Meeting February 18, 2026

RECOMMENDATION:

Staff recommends Council approve minutes.

10.B FEBRUARY 2026 WARRANTS AND CERTIFICATIONS RECOMMENDATION:

Staff recommends that the City Council:

1. Review and accept the "Certification of Accounts Payable" for the accounts payable payment cycles for February 2026, starting check number 343221 and ending check number 343485.
2. Review and accept the "Certification of Salaries" for the pay period ending dates February 6th, 2026, through February 20th, 2026.

10.C ENGEO PROFESSIONAL SERVICES AGREEMENT RECOMMENDATION:

Staff recommends that the City Council convene as the GHAD Board to:

1. Authorize the Chair to execute a One-Year Professional Services Agreement with ENGEO Incorporated to provide GHAD Manager services for the Santa Paula GHAD in a form approved by the City Attorney, in the amount of \$40,175.00 for Fiscal Year 2025-2026 based on the City's approved two-year budget.

10.D **REVISIONS TO THE CITY COUNCIL RECOGNITION POLICY**
RECOMMENDATION:

That the City Council approve revisions to the City Council Recognition Policy established by Resolution No. 7453, incorporating policy clarifications related to business recognitions and procedures for adjourning meetings in memory of individuals or events that have made a meaningful contribution to the Santa Paula community.

11. ACTION ITEMS

11.A **SECOND READING AND ADOPTION OF ORDINANCE TO REGULATE SUCCESSIVE RENT INCREASE APPLICATIONS**
RECOMMENDATION:

Staff recommends the City Council:

1. Consider second reading and adoption of Ordinance No. 1353 entitled "An Ordinance of the City Council of the City of Santa Paula Amending Chapter 152 (Mobile Homes and Mobile Home Parks) of the Santa Paula Municipal Code to Regulate Successive Rent Increase Applications, and Finding the Ordinance is Exempt from the Environmental Quality Act".

Presented by: Monica Castillo, City Attorney

11.B **UTILITY BOX ART PROJECT CRITERIA AND REQUIREMENTS**
RECOMMENDATION:

Staff recommends that the City Council:

1. Adopt, by motion, the City criteria and program requirements for the Utility Box Art Project being implemented in coordination with the Santa Paula Arte & Cultura Collective.

Presented by: Nicholle Azpera, Intern

11.C **TRANSFER OF UNCLAIMED MONIES BACK TO GENERAL FUND BALANCE**
RECOMMENDATION:

Staff recommends that the City Council (1) Adopt Resolution No. 7608 escheating monies to the City's General Fund, pursuant to Government Code §50053.

Presented by: Fabian Castellon, Accountant

12. ITEMS FOR FUTURE AGENDAS

12.A **FUTURE AGENDA ITEMS**

RECOMMENDATION:

Staff recommends City Council review future agenda items.

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
MEMORANDUM**

To: Honorable Mayor and Members of the City Council Regular

From: Donald Aguilar, Police Chief

Subject: POLICE DEPARTMENT REPORT

Date: March 18, 2026

Agenda Item: 7.A

RECOMMENDATION:

Receive and File Police Department Report

Prepared by Don Aguilar, Police Chief

BACKGROUND:

For providing progress in several aspects of the Police Department, it is important to provide Department updates to the City Council.

ANALYSIS:

In the past, the Chief of Police has provided reports to the City Council, highlighting key areas such as crime statistics, trends, grants status', dispatch response, achievements, and noteworthy events.

- Annual Crime Statistics Report will be presented
- Sworn and Civilian staffing update will be given
- A report on upcoming recruitments will be provided
- Report on community engagement will be presented
- Update on employee and supervisor meetings and training will be provided.

STRATEGIC PLAN:

The quarterly report provides a metric for Strategic Plan Goal C, Public Safety & Emergency Preparedness.

FISCAL IMPACTS:

None

OPTIONS:

ATTACHMENTS:

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council Regular

From: Julie Latshaw, City Clerk

Subject: APPROVAL OF MINUTES

- City Council Special Meeting January 21, 2026
- City Council Regular Meeting January 21, 2026
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- City Council Special Meeting February 4, 2026
- City Council Regular Meeting February 4, 2026
- City Council Special Meeting February 11, 2026
- City Council Special Meeting February 18, 2026
- City Council Regular Meeting February 18, 2026

Date: March 18, 2026

Agenda Item: 10.A

RECOMMENDATION:

Staff recommends Council approve minutes.

BACKGROUND:

An account of all proceedings of the Legislative Body in open meetings shall be kept by the Clerk/Secretary. The Clerk/Secretary shall prepare an abbreviated record of the meeting proceedings for approval by the Legislative Body which when adopted by the Legislative Body shall be the official Minutes of the meeting. Amendment of the minutes may be made only as to factual accuracy and not as to a change of intent. The Minutes of the meeting need not be verbatim. Only the best and most complete available recording of the meeting shall constitute the official record of the Legislative Body, but the Minutes shall constitute the official record of the Legislative Body meeting where a verbatim record of the meeting is not available. Unless requested by a majority of the quorum, the minutes may be approved without reading.

ANALYSIS:

None.

STRATEGIC PLAN:

This item is not a goal or objective in the City Council's two-year Strategic Plan, however, the Minutes shall constitute the official record of the Legislative Body.

FISCAL IMPACTS:

There are no fiscal impacts for this item.

OPTIONS:

None.

ATTACHMENTS:

[2026.01.21 City Council Special Minutes.pdf](#)
[2026.01.21 City Council Regular Minutes.pdf](#)
[2026.01.26 City Council Special Minutes.pdf](#)
[2026.02.04 City Council Special Minutes.pdf](#)
[2026.02.04 City Council Regular Minutes.pdf](#)
[2026.02.11 City Council Special Minutes.pdf](#)
[2026.02.18 City Council Special Minutes.pdf](#)
[2026.02.18 City Council Regular Minutes.pdf](#)



**CITY OF SANTA PAULA
City Council Special Meeting
January 21, 2026, 6:00 PM
MINUTES**

1) CALL TO ORDER

Mayor Juarez called the meeting to order at 6:00 pm.

2) ROLL CALL

Members Present: Carlos Juarez, Jenny Crosswhite, Leslie Cornejo, Pedro A Chavez, and Gabriela Ornelas

3) PUBLIC COMMENT

None.

4) CLOSED SESSION

4.A) CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION - Significant exposure to litigation pursuant to Government Code §54956.9(d)(2) and (e)(1): 1 potential case

Council recess to closed session.

5) CLOSED SESSION REPORT

City Attorney Monica Castillo reported there was no reportable action taken on the following: 4.A) CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION - Significant exposure to litigation pursuant to Government Code §54956.9(d)(2) and (e)(1): 1 potential case

6) ADJOURNMENT

Mayor Juarez adjourned the meeting at 6:30 pm.

ATTEST:

Julie Latshaw, City Clerk



**CITY OF SANTA PAULA
City Council Regular Meeting
January 21, 2026, 6:30 PM
MINUTES**

1) CALL TO ORDER

Mayor Juarez called the meeting to order at 6:30 pm.

2) INVOCATION

Deacon Al Guilin provided the Invocation.

3) FLAG SALUTE

Councilmember Ornelas led the flag salute.

4) ROLL CALL

Members Present: Carlos Juarez, Jenny Crosswhite, Leslie Cornejo, Pedro A Chavez, and Gabriela Ornelas

5) CLOSED SESSION REPORT

City Attorney Monica Castillo announced Council met in closed session with no reportable actions taken on the following: 4.A) CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION - Significant exposure to litigation pursuant to Government Code §54956.9(d)(2) and (e)(1): 1 potential case

6) PUBLIC COMMENT

None.

7) PRESENTATIONS

7.A) RECOGNITION OF 30 YEAR ANNIVERSARY OF CITY WATER ENTERPRISE

Mayor Juarez presented recognition of the 30 Year Anniversary of the City Water Enterprise, in addition certificates of recognitions were presented to Joe Dugas and Tim Martinez for their 30 Year Anniversary with the city.

7.B) FINANCE DEPARTMENT REPORT

Accountant Fabian Castellon presented the Finance Department Activity Report September 2025 - December 2025.

7.C) POLICE DEPARTMENT OPERATIONAL OVERVIEW AND INDEPENDENT AUDIT

Police Chief Don Aguilar presented a presentation on the Police Department Operational Overview and Independent Audit.

8) **CITY COUNCIL REPORTS**

Councilmember Ornelas:

Attended the swearing in of Senator Pro Tem Monique Limón.

Councilmember Chavez:

Attended Ventura County Air Pollution Control Board meeting; League of California Cities Policy Committee meeting; and Martin Luther King Jr Day celebration in Oxnard.

Councilmember Cornejo:

Attended Ventura Council of Governments meeting; Ventura Regional Broadband Ad hoc Committee meeting; Senior Advisory Committee meeting; and Ventura County Air Pollution District Advisory Committee meeting.

Vice Mayor Crosswhite:

Attended the swearing in of Senator Pro Tem Monique Limón; Athen's meeting; Economic Development Committee meeting; received an update on Street Festival data; Ventura County Transportation Commission meeting; Southern California Association of Governments meeting; Ventura Local Agency Formation Commission meeting; and Clean Power Alliance meeting.

Mayor Juarez:

Attended the Santa and Me event; the Rotary Christmas Basket event; Homeless and Housing Committee meeting; swearing in of Senator Pro Tem Monique Limón; Cannabis Standing Committee meeting; Parque 1055 One Year Anniversary; Art Museum event opening; presented the Santa Paula Lions Club a Proclamation for 100 years of existence; and provided a reminder of upcoming Parks and Recreation Commission meeting.

9) **CITY MANAGER REPORTS**

City Manager Dan Singer:

Announced bridge over Santa Paula Creek construction has begun; provided an update on the employee survey and animal shelter options.

10) **CONSENT CALENDAR**

10.A) DECEMBER 2025 WARRANTS AND CERTIFICATIONS

10.B) AWARD CONTRACT FOR THE PROVISION OF LIGHTING EQUIPMENT FOR THE 8TH STREET SOLAR STREET LIGHTING PROJECT

10.C) APPROVAL TO PROCURE COMPOST THROUGH STATE-APPROVED DIRECT SERVICE PROVIDER PROGRAM FOR SENATE BILL 1383 COMPLIANCE

City Manager Dan Singer requested item 10.C pulled.

10.D) NOTICE OF COMPLETION FOR THE POLICE STATION SECURITY FENCE INSTALLATION

10.E) CHANNEL ISLANDS BICYCLE CLUB, BIKE GRANT FOR FY 2025-2026

10.F) CONTRACT EXTENSION WITH ZENCITY

10.G) LICENSE AGREEMENT AND MOU WITH POTENTIAL UNION OIL BUILDING USERS

Mayor Juarez recused himself from this item.

Public Comments:

Michael Shanklin was called to speak in support of License Agreement.

Michael Nelson was called to speak in support of License Agreement.

Tim Truwe was called to speak in support of License Agreement.

Cliff Simonson was called to speak in support of License Agreement.

Joseph Fonseca was called to speak in support of License Agreement.

Josh Yarbrough was called to speak in support of License Agreement.

Henry Lopez was called to speak in support of License Agreement.

Bob Orlando was called to speak in support of License Agreement.

Rebecca Enriquez was called to speak in support of License Agreement.

Miguel Enriquez was called to speak in support of License Agreement.

David Compton was called to speak in support of License Agreement.

Olivia Simonson was called to speak in support of License Agreement.

Motion: Table the item and bring back after further negotiations with the parties.

Moved by Pedro A Chavez, seconded by Gabriela Ornelas

Vote: Motion carried 3-1

Yes: Jenny Crosswhite, Pedro A Chavez, Gabriela Ornelas

No: Leslie Cornejo

Motion: Approve Consent items 10A, 10B, 10D, 10E, 10F

Moved by Jenny Crosswhite, seconded by Pedro A Chavez

Vote: Motion carried 5-0

Yes: Carlos Juarez, Jenny Crosswhite, Leslie Cornejo, Pedro A Chavez, Gabriela Ornelas

11) **PUBLIC HEARING**

11.A) REQUEST FOR ADOPTION OF RESOLUTION NO. 7600 APPROVING PROJECT NO. 2025-TM-01 FOR VESTING TENTATIVE TRACT MAP NO. 6091 (ORIGINAL EA1 APPROVAL PROJECT NO. 2006-CDP-02 EAST AREA 1 SP-4) - INDEPENDENCE AT THE HARVEST

Councilmember Chavez recused himself.

Mayor Juarez opened the public hearing.

Community & Economic Development Director James Mason presented this item.

Daniella Bonilla with MNS provided a presentation on the project.

With no public comments, Mayor Juarez closed the public hearing.

Motion: Approve as amended Resolution No. 7600 to approve Project No. 25-TM-01 for Vesting Tentative Tract Map No. 6091 to merge a subdivision of three existing lots (Lots 1 – 3) and Parcel A into one lot that would allow for the development of 298 residential condominium units, 6,358 sf of retail/office space, seven (7) common buildings, and ten (10) lettered lots (A thru J) for private streets and landscaping, subject to the conditions of approval., as amended in redline copy.

Moved by Gabriela Ornelas, seconded by Jenny Crosswhite

Vote: Motion carried 4-0

Yes: Carlos Juarez, Jenny Crosswhite, Leslie Cornejo, Gabriela Ornelas

12) ACTION ITEMS

12.A) SPIRIT OF SANTA PAULA HARVARD SHELTER OPERATING AGREEMENT

Community & Economic Development Director James Mason presented this item.

Motion: Approve Authorizing the City Manager to execute an Operating Agreement, in substantially the form submitted, with Spirit of Santa Paula for the operation of the Spirit of Santa Paula Harvard Shelter located at 1498 East Harvard Boulevard, in accordance with the requirements of the joint funding agreement between the City of Fillmore, Ventura County, and the City of Santa Paula.

Moved by Jenny Crosswhite, seconded by Pedro A Chavez

Vote: Motion carried 5-0

Yes: Carlos Juarez, Jenny Crosswhite, Leslie Cornejo, Pedro A Chavez, Gabriela Ornelas

12.B) CONSIDERATION OF TEMPORARY LABOR AGREEMENTS FOR AUGMENTED CITY SERVICES

Council directed staff to come back with research and timeline.

12.C) REVIEW OF CITY COUNCIL RECOGNITION POLICY

Council directed staff to bring back as a future study session.

Motion: Approve the meeting going past 10:30 p.m.
Moved by Leslie Cornejo, seconded by Gabriela Ornelas

Vote: Motion carried 5-0

Yes: Carlos Juarez, Jenny Crosswhite, Leslie Cornejo, Pedro A Chavez,
Gabriela Ornelas

13) ITEMS FOR FUTURE AGENDAS

13.A) FUTURE AGENDA ITEMS

Mayor Juarez submitted an agenda request form on electric motorcycle,
bicycle, scooter ordinance.

Council was in consensus to bring the item on a future agenda.

14) ADJOURNMENT

Mayor Juarez adjourned the meeting at 10:40 p.m.

ATTEST:

Julie Latshaw, City Clerk



**CITY OF SANTA PAULA
City Council Special Meeting
January 26, 2026, 6:00 PM
MINUTES**

SPECIAL MEETING - COUNCIL CHAMBERS

1) CALL TO ORDER

Mayor Juarez called the meeting to order at 6:02 p.m.

2) ROLL CALL

Members Present: Carlos Juarez, Jenny Crosswhite, Leslie Cornejo, Pedro A Chavez, and Gabriela Ornelas

3) PUBLIC COMMENT

Public comments were made by Judy Rice and Patricia Durarte.

4) CLOSED SESSION

4.A) PUBLIC EMPLOYEE PERFORMANCE EVALUATION Pursuant to Government Code § 54957(b)(1), Title: City Manager, 6 month update

Council recessed to closed session.

5) CLOSED SESSION REPORT

City Attorney Monica Castillo reported there was no reportable action.

6) ADJOURNMENT

Mayor Juarez adjourned the meeting at 10:00 p.m.

ATTEST:

Julie Latshaw, City Clerk



**CITY OF SANTA PAULA
City Council Special Meeting
February 4, 2026, 4:30 PM
MINUTES**

SPECIAL MEETING - COUNCIL CHAMBERS

1) CALL TO ORDER

Mayor Juarez called the meeting to order at 4:30 p.m.

2) ROLL CALL

Members Present: Carlos Juarez, Jenny Crosswhite, Leslie Cornejo, Pedro A Chavez, and Gabriela Ornelas

3) PUBLIC COMMENT

None.

4) ORDER OF BUSINESS

4.A) CHLORIDE COMPLIANCE AND FINANCIAL PLAN UPDATE.

Mike Nunley with MKN provided a presentation on the Chloride Compliance and Financial Plan Update.
Council provided staff with feedback.

5) CLOSED SESSION

5.A) CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION -
Significant exposure to litigation pursuant to Government Code §54956.9(d)(2) and (e)(1): 2 potential cases

Council recessed to closed session.

6) CLOSED SESSION REPORT

City Attorney Monica Castillo reported there was no reportable action taken.

7) ADJOURNMENT

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

ATTEST:

Julie Latshaw, City Clerk



**CITY OF SANTA PAULA
City Council Regular Meeting
February 4, 2026, 6:30 PM
MINUTES**

1) CALL TO ORDER

Mayor Juarez called the meeting to order at 6:30 p.m.

2) INVOCATION

Chaplain Kay Wilson Bolton provided the Invocation

3) FLAG SALUTE

Councilmember Chavez led the flag salute.

4) ROLL CALL

Members Present: Carlos Juarez, Jenny Crosswhite, Leslie Cornejo, Pedro A Chavez, and Gabriela Ornelas

5) CLOSED SESSION REPORT

City Attorney Monica Castillo announced Council met in closed session with no reportable actions taken on the following: 4.A) CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION - Significant exposure to litigation pursuant to Government Code §54956.9(d)(2) and (e)(1): 2 potential cases

6) PUBLIC COMMENT

Tim Truwe was called to speak on the Union Oil Building requesting to negotiate with REC.

Amalia Ochoa was called to speak with concerns of ICE activities.

Maria Robles was called to speak providing information on upcoming Candidate Forum by One Step A La Vez.

Michael Nelson was called to speak in support of REC.

Maria Macias was called to speak to announce Teen Annex offerings by One Step A La Vez.

Patricia Duarte was called to speak on concerns at the Harvest Development of inequitable access and financial consequences.

Julia Ancona gave her speaking time to Patricia Duarte to continue her comments.

Edgar Avillera was called to speak requesting to have two 15-minute parking spots in front of the water store. He also requested the water meter replaced.

Judy Rice was called to speak with concerns with the contract with the Ventura County Fire Department and the loss of taxes.

Chris Gabriele was called to speak and would like a resolution on immigration.

7) PRESENTATIONS

7.A) WAYFINDING PRESENTATION

Samantha Tapia, Management Fellow, City Managers Office, provided a presentation on the Wayfinding update.

8) CITY COUNCIL REPORTS

Councilmember Ornelas:

Attended Immigration Ad hoc Committee meeting; Civic Engagement Tour of young people throughout Ventura County government offices; and press conference on immigration and ICE activity.

Councilmember Chavez:

Attended press conference on immigration and ICE activity; and League Conference.

Councilmember Cornejo:

Online course to review the Brown Act; Limoneira meeting on strategies for healthcare and Blue Ribbon meeting; Chamber ribbon cutting of Wild Hair Pilates; and coffee with Councilmember Chavez.

Vice Mayor Crosswhite:

Attended three Southern California Association of Governments meetings; California Council of Governments meeting; Immigration Ad hoc Committee meeting; and Heritage Valley Policy Advisory meeting.

Mayor Juarez:

Will close tonight's meeting in memory of city employee Joseph "Joe" Paul Byrum; met with Deputy City Manager Aminah Mears and staff regarding the upcoming State of the City; attended the Parks and Recreation Commission meeting; 2025 Mel L. Howery Shining Star Award recognizing Martin Montelongo; presentation from Marcus Erikson from Leap Lab; City Selection Committee meeting; Limoneira meeting on strategies for healthcare and Blue Ribbon meeting; Business Connect meeting; and press conference on immigration and ICE activity.

9) CITY MANAGER REPORTS

City Manager Dan Singer:

Attended Limoneira meeting on strategies for healthcare and Blue Ribbon meeting; and Sacramento League Policy Committee meeting.

10) CONSENT CALENDAR

10.A) CEMEX LEASE AGREEMENT

10.B) CHANDLER ASSET INVESTMENT SERVICES CONTRACT AMENDMENT

10.C) SECOND READING AND ADOPTION OF ORDINANCE NO. 1351 APPROVING AMENDMENT NO. 4 TO THE DEVELOPMENT AGREEMENT (HARVEST AT LIMONEIRA)

Councilmember Chavez recused himself on this item.

10.D) PLANS AND SPECIFICATIONS FOR THE PARK AND ORCHARD STREET WATER, SEWER AND PAVING PROJECT

Motion: Approve all budget adjustments necessary to complete CIP 9405 - Park and Orchard Street Water, Sewer and Paving Project, as noted in the fiscal impact section; Adopt Resolution No. 7601 approving the plans and specifications for the CIP 9405 - Park and Orchard Street Water, Sewer and Paving Project; and Authorize Staff to advertise for Project bids.

Moved by Pedro A Chavez, seconded by Jenny Crosswhite

Vote: Motion carried 5-0

Yes: Carlos Juarez, Jenny Crosswhite, Leslie Cornejo, Pedro A Chavez, Gabriela Ornelas

Councilmember Chavez requested item 10.D pulled for separate discussion and vote. Councilmember Chavez recuse himself on item 10.C.

Motion: Approve Consent Calendar items 10.A through 10.C, with Councilmember Chavez recusing on item 10.C.

Moved by Jenny Crosswhite, seconded by Leslie Cornejo

Vote: Motion carried 5-0

Yes: Carlos Juarez, Jenny Crosswhite, Leslie Cornejo, Pedro A Chavez, Gabriela Ornelas

11) ACTION ITEMS

11.A) DISCUSSION OF URGENCY ORDINANCE TO REGULATE MOBILEHOME PARK RENT ADJUSTMENT APPLICATION FREQUENCY

City Attorney Monica Castillo presented this item.

Tiffany Orr was called to speak in support of an urgency ordinance to regulate mobilehome park rent.

Amalia Ochoa was called to speak in support of an urgency ordinance to regulate mobilehome park rent.

Ryan Witt was called to speak in support of an urgency ordinance to regulate mobilehome park rent.

Jennifer Hernandez was called to speak in support of an urgency ordinance to regulate mobilehome park rent.

Dirk Lay was not available when called to speak.

Gladys Valdvinos was called to speak in support of an urgency ordinance to regulate mobilehome park rent.

Nicole Sanchez was called to speak in support of an urgency ordinance to regulate mobilehome park rent.

Cytlalli Salgado was called to speak in support of an urgency ordinance to regulate mobilehome park rent.

Council was in consensus for City Attorney to proceed with bringing back an urgency ordinance.

11.B) 2025-2027 CITY COUNCIL TWO-YEAR STRATEGIC PLAN IMPLEMENTATION PROGRESS REPORT, FISCAL YEAR 25 6-MONTH UPDATE

Management Fellow Nicholle Azpera provided a presentation on the Council's Two-Year Strategic Plan Implementation Progress Report, Fiscal Year 6-Month Update.

11.C) POLICE CHIEF ADVISORY COMMITTEE FORMATION

Police Chief Don Aguilar presented this item.

Cytlalli Salgado was called to speak on concerns of who will oversee what comes next. Would like to see council involvement and roll of community input.

Council provided staff with feedback.

12) ITEMS FOR FUTURE AGENDAS

12.A) FUTURE AGENDA ITEMS

Recommendations from Vice Mayor Crosswhite would like to consider adding to the city municipal code an ordinance prohibiting the sale of Nitrous Oxide for recreational use.
Council was in consensus.

Councilmember Chavez submitted an agenda request form requesting an introduction of a resolution on the topic of immigration. Council was in consensus to have the Immigration Committee take a look at this first and then bring back with recommendations.

13) ADJOURNMENT

Mayor Juarez adjourned at 9:30 p.m. in memory of Joseph "Joe" Paul Byrum.

ATTEST:

Secretary,
City Council Regular



**CITY OF SANTA PAULA
City Council Special Meeting
February 11, 2026, 4:30 PM
MINUTES**

MEETING ENVIRONMENT

SPECIAL MEETING - COUNCIL CHAMBERS

Mayor Juarez called the meeting to order at 4:30 pm.

1) CALL TO ORDER

2) ROLL CALL

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

Members Absent: Gabriela Ornelas

3) PUBLIC COMMENT

None.

4) ORDER OF BUSINESS

4.A) COMMISSION/COMMITTEE/BOARD INTERVIEWS

Council interviewed the following applicants:

* **Measure T Oversight Committee** - Jack Kennedy Herkel, Rick De Leon, Francisco Estrada, and Brad Williams

* **Senior Advisory Committee** - Brad Williams, Cynthia Reyes Cruz, and Rosemarie Sanchez-Fraser

* **Ventura County Area Agency on Aging Santa Paula Representative** - Peggy M. Parra

5) ADJOURNMENT

Mayor Juarez adjourned the meeting at 6:10 p.m.

ATTEST:

Julie Latshaw, City Clerk



**CITY OF SANTA PAULA
City Council Special Meeting
February 18, 2026, 4:30 PM
MINUTES**

SPECIAL MEETING - COUNCIL CHAMBERS

1) CALL TO ORDER

Mayor Juarez called the meeting to order at 4:30 p.m.

2) ROLL CALL

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

Members Absent: Gabriela Ornelas

3) PUBLIC COMMENT

None.

4) ORDER OF BUSINESS

4.A) SPECIAL EVENT GUIDELINES & POTENTIAL PARTNERSHIPS

Parks and Recreation Director Greg Barnes provided a presentation on the Special Event Guidelines and Potential Partnerships.

Residents and Merchants made public comments on event street closure and permit fees.

Discussion continued on Cruise Night and Parades.

Council provided staff with feedback.

5) CLOSED SESSION

5.A) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION -
Pursuant to government Code § 54956.9(d)(1) - Fred and Elaine Malzacher - Revocable Trust v. The City of Santa Paula; Ventura County Superior Court Case No. 56-2021-00552735-CU-TT-VTA

Council recessed to closed session.

6) **CLOSED SESSION REPORT**

City Attorney Monica Castillo reported there was no reportable action taken.

7) **ADJOURNMENT**

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

ATTEST:

Julie Latshaw, City Clerk



**CITY OF SANTA PAULA
City Council Regular Meeting
February 18, 2026, 6:30 PM
MINUTES**

REGULAR MATTERS - COUNCIL CHAMBERS

1) CALL TO ORDER

Mayor Juarez called the meeting to order 6:30 p.m.

2) INVOCATION

Deacon Al Guilin provided the Invocation.

3) FLAG SALUTE

Councilmember Chavez led the flag salute.

4) ROLL CALL

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

Members Absent: Gabriela Ornelas

5) PUBLIC COMMENT

City Attorney Monica Castillo announced Council met in closed session with no reportable actions taken on the following: CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to government Code § 54956.9(d)(1) - Fred and Elaine Malzacher - Revocable Trust v. The City of Santa Paula; Ventura County Superior Court Case No. 56-2021-00552735-CU-TT-VTA

Mary Ann Krause was called to speak in support of the Legislative Platform. She also spoke on concerns with license reader with ICE watching.

Lianna De Haro was called to speak on the upcoming Candidate Forum to share your views.

Richard Rudman was called to speak announcing upcoming events.

6) **PRESENTATIONS**

6.A) POLICE DEPARTMENT EXPLORERS CHANDLER TACTICAL COMPETITION

Police Chief Don Aguilar presented on the Police Department Explorers Chandler Tactical Competition.

Mayor Juarez presented recognition and achievement to Francisco Ramos for First Place Pistol Shoot and Santa Paula Police Department Explorer Post 2350 for Second Place Award Wilderness Marksmanship.

6.B) RECOGNITION OF THE 2025 MEL L. HOWERY SHINING STAR AWARD RECIPIENT

Parks & Recreation Director Gregory Barnes, presented the 2025 Mel L. Howery Shining Star Award to Martin Montelongo.

6.C) PARKS & RECREATION DEPARTMENT ACTIVITY REPORT

Parks & Recreation Director Gregory Barnes provided a presentation on the Parks & Recreation Department Activity Report September 1, 2025 through January 31, 2026.

6.D) CITY OF SANTA PAULA PUBLIC WORKS DEPARTMENT ACTIVITY REPORT ~ AUGUST 1, 2025 - DECEMBER 31, 2025

Councilmember Chavez stepped out of the room at the beginning of the presentation, returning during the presentation.

Public Works Director Dale Goodman provided a presentation on the Public Works Department Activity Report August 1, 2025 through December 31, 2025.

7) **CITY COUNCIL REPORTS**

Councilmember Chavez:

Announced he would report at the next meeting.

Councilmember Cornejo:

Attended the Ventura Regional Sanitation District meeting; Senior Advisory meeting; Harvest Ribbon Cutting; Boys and Girls; Oil Museum use virtual meeting; Ethics Training; and Blue Ribbon Hospital meeting.

Vice Mayor Crosswhite:

Attended Southern California Association of Governments meeting; Economic Development Standing Committee meeting; Ventura County Community College District; Board of Supervisor meeting on Santa Paula Hospital; and Ventura County Transportation Commission meeting.

Mayor Juarez:

Attended Harvest Ribbon Cutting; Ethics Training; Legislative Agenda meeting; Committee interviews; and study session on Special Event Guidelines and Potential Partnerships.

8) CITY MANAGER REPORTS

City Manager Dan Singer:

Attended Harvest Ribbon Cutting; Boys & Girls Club; Birthday Celebration for employees; Ethics Training; Annual City Manager Conference, providing Ethics presentation; attended memorial for Joe Byrum; and announced in January staff asked to support the award of contract for the bidding of the 8th Street Lighting project, of which that process should have said to award a purchase.

9) CONSENT CALENDAR

9.A) JANUARY 2026 WARRANTS AND CERTIFICATIONS

9.B) RETROACTIVE APPROVAL FOR PARTS PURCHASES - WATER DIVISION

Motion: Approve Consent Calendar.

Moved by Jenny Crosswhite, seconded by Pedro A Chavez

Vote: Motion carried 4-0

Yes: Carlos Juarez, Jenny Crosswhite, Leslie Cornejo, Pedro A Chavez

10) PUBLIC HEARING

10.A) RESOLUTIONS TO MAKE CHANGES TO HARVEST CFD NO. 1 AND APPROVE THE SECOND AMENDMENT TO THE CFD NO. 1 FUNDING, CONSTRUCTION, AND ACQUISITION AGREEMENT

Councilmember Chavez recused himself, leaving the Dias.

City Manager Dan Singer presented this item.

Available virtually David Fama with Jones Hall, David Lauletta with Lewis Management, and Amy Weaver with Lennar.

Mayor Juarez opened the the public hearing, with no public comments, the public hearing was closed.

City Clerk Julie Latshaw announced the results of the election, all of the owners of the affected property have unanimously voted "yes".

Motion: Approve Resolution No. 7602 authorizing amendment of the rate and method of apportionment of special tax and authorized services for Improvement Areas B & C of Harvest Community Facilities District No. 1 and submitting amendments to qualified electors;

Resolution No. 7603 Declaring Results of an Election to amend the rate and method of apportionment of special tax and authorized services for Improvement Areas B & C of Harvest Community Facilities District No. 1 (CFD No. 1); and

Resolution No. 7604 authorizing the Mayor/Chairperson to execute the Second Amendment to the CFD No. 1 Funding, Construction and Acquisition Agreement on behalf of the City of Santa Paula and Harvest Community Facilities District No. 1.

Moved by Leslie Cornejo, seconded by Jenny Crosswhite

Vote: Motion carried 3-0

Yes: Carlos Juarez, Jenny Crosswhite, Leslie Cornejo

11) ACTION ITEMS

11.A) APPOINTMENT TO COMMISSIONS AND COMMITTEES

Motion: Approve Appointment to the Measure T Oversight Committee: Brad Williams to serve a four-year term; Senior Advisory Committee: Cynthia Reyes Cruz to serve a two-year term; Ventura County Area Agency on Aging-Santa Paula Representative: Peggy Parra; and authorize the Mayor to sign a letter to the Ventura County Area Agency on Aging, announcing the appointment of the City of Santa Paula Representative.

Moved by Pedro A Chavez, seconded by Jenny Crosswhite

Vote: Motion carried 4-0

Yes: Carlos Juarez, Jenny Crosswhite, Leslie Cornejo, Pedro A Chavez

11.B) CONSIDERATION OF AMENDMENTS TO THE CITY'S POLICY & LEGISLATIVE AGENDA

Gloria Parra, American Connection Corps Management Fellow provided a presentation for Council's consideration of amendments to the City's Policy & Legislative Agenda.

Council provided staff with feedback.

Motion: Approve adopting the proposed amendments to the City's Legislative Platform related to federal immigration policy, oversight, and transparency, as amended., and adopt the proposed amendments to the City's Legislative Platform related to health and wellness.

Moved by Pedro A Chavez, seconded by Leslie Cornejo

Vote: Motion carried 4-0

Yes: Carlos Juarez, Jenny Crosswhite, Leslie Cornejo, Pedro A Chavez

12) ITEMS FOR FUTURE AGENDAS

12.A) FUTURE AGENDA ITEMS

City Manager Dan Singer informed the Council there was need of a study session in a couple of weeks on Council Recognition Policies and more topics lined up for the next few months.

13) ADJOURNMENT

Mayor Juarez adjourned the meeting at 8:55 p.m. in memory of Officer Gates newborn son Dawson Gates.

ATTEST:

Julie Latshaw, City Clerk

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council Regular

From: Beatriz Jimenez, Assistant Finance Director

Subject: FEBRUARY 2026 WARRANTS AND CERTIFICATIONS

Date: March 18, 2026

Agenda Item: 10.B

RECOMMENDATION:

Staff recommends that the City Council:

1. Review and accept the "Certification of Accounts Payable" for the accounts payable payment cycles for February 2026, starting check number 343221 and ending check number 343485.
2. Review and accept the "Certification of Salaries" for the pay period ending dates February 6th, 2026, through February 20th, 2026.

BACKGROUND:

This staff report certifies the separation of duties between the Preparer (Accounting and Payroll Specialist) and the Reviewer (Finance Director and Assistant Finance Director).

Presented in the attached documents:

- a) CERTIFICATION OF ACCOUNTS PAYABLE CHECKS by check number range and dates. It also discloses any voided checks.
- b) EXPENSE REPORTS showing the amount and funds accounts payable came from.

The "Check Report" depicts the following columns:

- c) AP-ACCOUNTS PAYABLE for the vendors (non-City staff) by the vendor number, vendor name, payment date, payment amount and check number (entitled 'number').
- d) PY-PAYROLL for benefit payments, insurance, retirement, etc. Benefits payable on behalf of City staff.
- e) Bank Code Summary by payment type.
- f) Fund Summary by fund the accounts payables utilized.

CERTIFICATION OF SALARIES

This is the certification (separation of duties between "preparer" and the "reviewer") of salaries and benefits (payroll checks) by fund. It lists salary (payroll) issued checks by beginning and ending check number, payroll ending dates February 6th, 2026, through February 20th, 2026.

ANALYSIS:

See the attachment to this staff report for expense breakdown by respective fund.

STRATEGIC PLAN:

None.

FISCAL IMPACTS:

None.

OPTIONS:

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

1. Decline to receive and file February 2026 Certifications of Accounts Payable Checks and Certifications of Salaries.

ATTACHMENTS:

[February 2026 AP and PY Certifications.pdf](#)

EXHIBIT A:
CERTIFICATION OF SALARIES

CERTIFICATION OF SALARIES

BEG. CHK #: 149072
ENDING CHK #: 149084

PAYROLL ENDING: 02/06/2026
PAY DATE: 02/13/2026

100	GENERAL FUND	441,801.30
104	GENERAL FUND-MEASURE T	132,719.16
108	GENERAL FUND-MEASURE R	14,032.03
206	STORMWATER PROGRAM	3,547.69
280	STATE GAS TAX FUND	17,822.64
405	AAA-AREA AGCY ON AG	1,149.12
610	SEWER ENTERPRISE FUND	11,971.71
620	WATER ENTERPRISE FUND	81,032.23
702	EQUIP. MAINT. FUND	10,769.30

\$ 714,845.18

CERTIFICATION
ALLOWED BY THE CITY COUNCIL


JULIE LATSHAW - CITY CLERK 3/9/26
DATED



PREPARED BY:

MARIA RENTERIA - PAYROLL SPECIALIST 3/9/26
DATED


BEATRIZ JIMENEZ - ASSISTANT FINANCE DIRECTOR 3/9/26
DATED

Fund Summary

Fund	Units	Amount
100-GENERAL	16,253.22	441,801.30
104-GENERAL FUND-MEASURE T	7,125.31	132,719.16
108-GENERAL FUND - MEASURE R	376.00	14,032.03
206-STORMWATER PROGRAM	52.75	3,547.69
280-STATE GAS TAX	482.45	17,822.64
405-AAA (AREA AGCY ON AGING)	36.45	1,149.12
610-SEWER	208.85	11,971.71
620-WATER	1,858.17	81,032.23
702-EQUIPMENT MAINTENANCE	472.82	10,769.30
Grand Total:	26,866.02	714,845.18

CERTIFICATION OF SALARIES

BEG. CHK #: 149085
ENDING CHK #: 149098

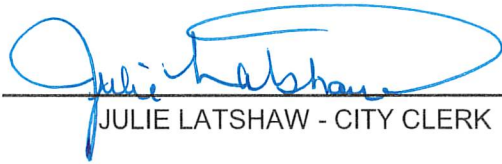
PAYROLL ENDING: 02/20/2026
PAY DATE: 02/27/2026

100	GENERAL FUND	383,431.16
104	GENERAL FUND-MEASURE T	105,316.22
108	GENERAL FUND-MEASURE R	18,317.07
206	STORMWATER PROGRAM	3,546.54
280	STATE GAS TAX FUND	17,440.85
405	AAA-AREA AGCY ON AG	1,886.80
610	SEWER ENTERPRISE FUND	11,941.71
620	WATER ENTERPRISE FUND	82,604.83
702	EQUIP. MAINT. FUND	9,902.88

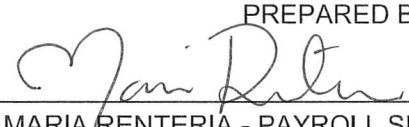
\$

634,388.06

CERTIFICATION
ALLOWED BY THE CITY COUNCIL


JULIE LATSHAW - CITY CLERK 3/9/26
DATED



PREPARED BY:

MARIA RENTERIA - PAYROLL SPECIALIST 3/9/26
DATED


BEATRIZ JIMENEZ - ASSISTANT FINANCE DIRECTOR 3/9/26
DATED

Fund Summary

Fund	Units	Amount
100-GENERAL	7,220.80	383,431.16
104-GENERAL FUND-MEASURE T	1,909.39	105,316.22
108-GENERAL FUND - MEASURE R	446.50	18,317.07
206-STORMWATER PROGRAM	52.76	3,546.54
280-STATE GAS TAX	348.35	17,440.85
405-AAA (AREA AGCY ON AGING)	67.50	1,886.80
610-SEWER	201.39	11,941.71
620-WATER	2,055.98	82,604.83
702-EQUIPMENT MAINTENANCE	169.00	9,902.88
Grand Total:	12,471.67	634,388.06

EXHIBIT B:
CERTIFICATION OF ACCOUNTS
PAYABLES

CERTIFICATION OF ACCOUNTS PAYABLE CHECKS

CHECK NO.:	343221	THRU:	343226	DATED:	February 2, 2026
CHECK NO.:	343247	THRU:	343363	DATED:	February 5, 2026
CHECK NO.:	343364	THRU:	343369	DATED:	February 13, 2026
CHECK NO.:	343370	THRU:	343373	DATED:	February 17, 2026
CHECK NO.:	343374	THRU:	343484	DATED:	February 19, 2026
CHECK NO.:	343485	THRU:	343485	DATED:	February 24, 2026

DRAFT:	992580	THRU:	992584	DATED:	February 4, 2026
DRAFT:	992586	THRU:	992586	DATED:	February 10, 2026
DRAFT:	992587	THRU:	992587	DATED:	February 11, 2026
DRAFT:	992588	THRU:	992591	DATED:	February 18, 2026
DRAFT:	992592	THRU:	992594	DATED:	February 24, 2026
DRAFT:	992595	THRU:	992595	DATED:	February 23, 2026

VOIDED CHECK NO.:	343284	THRU:	343285	DATED:	February 5, 2026
VOIDED CHECK NO.:	343397	THRU:	343398	DATED:	February 19, 2026

COUNCIL MEETING DATE: March 18, 2026

AMOUNT OF CERTIFICATION: \$ 3,743,807.90

DISTRIBUTION BY FUND

100	GENERAL FUND	\$633,555.08
103	CABLE TELEVISION FUND	\$1,650.00
104	GENERAL FUND MEASURE - MEASURE T	\$375,361.42
108	GENERAL FUND MEASURE - MEASURE R	\$275,768.85
115	RECREATION PROGRAM	\$16,746.11
205	NPDES STORMWATER QUALITY	\$3,404.00
206	STORMWATER PROGRAM	\$7,046.28
207	UNION OIL BUILDING ENDOWMENT	\$6,250.41
229	SVCS-DESIGN/STUDY	\$6,290.93
280	STATE GAS TAX	\$29,136.61
282	LOCAL TRANSPORTATION-ART 3	\$3,123.12
283	PROPOSITION 1B	\$484,500.00
311	SLESF-COPS (AB1913)	\$3,465.81
405	AAA (AREA AGENCY ON AGING	\$12,271.42
500	HILLSBOROUGH OPEN SPACE MAINT	\$260.00
504	HARVEST CFD EA1	\$858,025.96
610	SEWER ENTERPRISE	\$149,176.68
620	WATER ENTERPRISE	\$737,603.64
702	EQUIPMENT MAINTENANCE FUND	\$24,825.89
800	CASH DEPOSIT TRUST FUND	\$88,977.37
803	HARDING PARK TRUST	\$26,368.32
	TOTAL FUND DISTRIBUTION	\$3,743,807.90

PREPARED BY: Anairy Gonzalez
 ANAIRY GONZALEZ
 ACCOUNTING SPECIALIST

REVIEWED BY: Beatriz Jimenez
 BEATRIZ JIMENEZ
 ASSISTANT FINANCE DIRECTOR

ALLOWED BY CITY COUNCIL

DATE: March 9, 2026

EXCEPT: _____

CITY CLERK: Julie Latshaw
 JULIE LATSHAW, CITY CLERK



Fund Summary

Fund	Payment Amount
100 - GENERAL	633,555.08
103 - CABLE TELEVISION	1,650.00
104 - GENERAL FUND-MEASURE T	375,361.42
108 - GENERAL FUND - MEASURE R	275,768.85
115 - GENERAL RECREATION PRO	16,746.11
205 - NPDES STORMWATER QUALITY	3,404.00
206 - STORMWATER PROGRAM	7,046.28
207 - UNION OIL BULDING ENDOWMENT - OPERATING FU	6,250.41
229 - TRAFFIC IMPACT FEE	6,290.93
280 - STATE GAS TAX	29,136.61
282 - LOCAL TRANS TDA ART 3	3,123.12
283 - ROAD MAINT & REHAB SB1	484,500.00
311 - SLESF- COPS (AB1913)	3,465.81
405 - AAA (AREA AGCY ON AGING)	12,271.42
500 - HILLSBOROUGH OPEN SPACE	260.00
504 - HARVEST CFD EA1	858,025.96
610 - SEWER	149,176.68
620 - WATER	737,603.64
702 - EQUIPMENT MAINTENANCE	24,825.89
800 - MISC DEPOSITS	88,977.37
803 - HARDING PARK TRUST	26,368.32
Grand Total:	3,743,807.90



City of Santa Paula, CA

Check Report

By Check Number

Date Range: 02/01/2026 - 02/28/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-ACCOUNTS PAYABLE						
016937	AGUILAR, HENRY	02/05/2026	Regular	0.00	200.00	343247
010378	ALBERTSON'S/SAFEWAY	02/05/2026	Regular	0.00	394.91	343248
015448	ALL CITY MANAGEMENT SERVICES, INC.	02/05/2026	Regular	0.00	10,490.76	343249
015896	ALONSO TOOLS, LLC	02/05/2026	Regular	0.00	515.77	343250
016763	ALVAREZ, EDUARDO D	02/05/2026	Regular	0.00	527.95	343251
015498	AMAZON CAPITAL SERVICES	02/05/2026	Regular	0.00	716.24	343252
010722	AMERICAN WATERWORKS ASSOC	02/05/2026	Regular	0.00	2,826.00	343253
015175	ANDERSON REFRIGERATION, INC.	02/05/2026	Regular	0.00	1,390.00	343254
016808	AZUL FOUNDATION	02/05/2026	Regular	0.00	735.00	343255
011231	BARON INDUSTRIES	02/05/2026	Regular	0.00	39.95	343256
016933	BAYPORT INTERNATIONAL LLC	02/05/2026	Regular	0.00	3,955.40	343257
016939	BOWIE, MICHELLE	02/05/2026	Regular	0.00	200.00	343258
014870	BOYD & ASSOCIATES	02/05/2026	Regular	0.00	643.50	343259
011464	BUSINESS CARD	02/05/2026	Regular	0.00	939.82	343260
011464	BUSINESS CARD	02/05/2026	Regular	0.00	1,313.04	343261
011464	BUSINESS CARD	02/05/2026	Regular	0.00	611.75	343262
011464	BUSINESS CARD	02/05/2026	Regular	0.00	74.74	343263
011151	C.O.R. PLUMBING SUPPLIES	02/05/2026	Regular	0.00	960.00	343264
012679	CAL-STATE AUTO PARTS	02/05/2026	Regular	0.00	136.83	343265
015999	CHARTER COMMUNICATIONS HOLDING, LLC	02/05/2026	Regular	0.00	175.88	343266
016167	COASTAL PRINTING	02/05/2026	Regular	0.00	20.00	343267
011137	COPQUEST, INC.	02/05/2026	Regular	0.00	1,057.80	343268
010418	CORELOGIC SOLUTIONS, LLC	02/05/2026	Regular	0.00	140.00	343269
016938	CORONA CLAY COMPANY	02/05/2026	Regular	0.00	3,192.50	343270
011149	COSTCO WHOLESALE	02/05/2026	Regular	0.00	440.19	343271
011148	COUNTY OF VENTURA	02/05/2026	Regular	0.00	174.83	343272
014331	CULLIGAN WATER	02/05/2026	Regular	0.00	40.00	343273
016782	D+S AUTOWORKS (ONE WAY AUTO EXPERTS LI	02/05/2026	Regular	0.00	1,342.50	343274
014140	DANIELS TIRE SERVICE	02/05/2026	Regular	0.00	138.50	343275
012191	DATAPROSE, LLC	02/05/2026	Regular	0.00	5,925.19	343276
013975	DODOS DESIGN - GARCIA, DAVID	02/05/2026	Regular	0.00	426.00	343277
016156	EFUEL LLC	02/05/2026	Regular	0.00	6,396.31	343278
016126	ENVISION VTA FD AUTO LLC	02/05/2026	Regular	0.00	2,026.73	343279
010395	FAMCON PIPE & SUPPLY, INC.	02/05/2026	Regular	0.00	3,525.77	343280
016015	FARO TECHNOLOGIES, INC.	02/05/2026	Regular	0.00	2,425.00	343281
014348	FERRIS, SABRINA ZAN	02/05/2026	Regular	0.00	254.80	343282
010440	FGL ENVIRONMENTAL, INC	02/05/2026	Regular	0.00	10,247.00	343283
	Void	02/05/2026	Regular	0.00	0.00	343284
	Void	02/05/2026	Regular	0.00	0.00	343285
015835	FLORES, ELIXEO	02/05/2026	Regular	0.00	65.03	343286
012437	FMP UNIFORM CO.	02/05/2026	Regular	0.00	549.51	343287
010432	FRANK'S PAINT & HARDWARE	02/05/2026	Regular	0.00	451.75	343288
010441	FRUIT GROWERS SUPPLY CO	02/05/2026	Regular	0.00	211.35	343289
016807	GARCIA, RICHARD J	02/05/2026	Regular	0.00	3,600.00	343290
016449	GAYTAN, CARLOS	02/05/2026	Regular	0.00	3,264.04	343291
015222	GOODSUITE	02/05/2026	Regular	0.00	51.80	343292
010481	GRAINGER	02/05/2026	Regular	0.00	411.19	343293
012800	GRANITE CONSTRUCTION COMPANY	02/05/2026	Regular	0.00	393.44	343294
014369	GSI WATER SOLUTIONS, INC.	02/05/2026	Regular	0.00	21,493.19	343295
010527	HDL COREN & CONE	02/05/2026	Regular	0.00	6,810.00	343296
016845	HERITAGE ELECTRIC	02/05/2026	Regular	0.00	1,800.00	343297
010537	HOUSE SANITARY SUPPLY	02/05/2026	Regular	0.00	1,059.06	343298
016944	HUMANE SOCIETY OF VENTURA COUNTY	02/05/2026	Regular	0.00	40,000.00	343299
013711	INDEPENDENT ORDER OF ODD FELLOWS	02/05/2026	Regular	0.00	3,060.48	343300

Check Report

Date Range: 02/01/2026 - 02/28/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
014988	INFRASCALE INC.	02/05/2026	Regular	0.00	1,619.58	343301
010595	J & H ENGINEERING GENERAL CONTRACTOR, IN	02/05/2026	Regular	0.00	933,266.23	343302
012750	JORDANO'S INC. AND SUBSIDIARIES	02/05/2026	Regular	0.00	4,421.67	343303
010629	KIMBALL MIDWEST	02/05/2026	Regular	0.00	91.11	343304
013544	LARRY WALKER ASSOCIATES, INC.	02/05/2026	Regular	0.00	5,630.50	343305
016699	LEGENDS SPORTS PHOTOGRAPHY LLC	02/05/2026	Regular	0.00	360.36	343306
010017	LIEBERT CASSIDY WHITMORE	02/05/2026	Regular	0.00	1,720.00	343307
010061	LOWE'S	02/05/2026	Regular	0.00	540.86	343308
016533	MATA, SIMON	02/05/2026	Regular	0.00	1,320.00	343309
015989	MERCHANT MCINTYRE & ASSOCIATES, LLC	02/05/2026	Regular	0.00	5,000.00	343310
013911	MICHAEL K. NUNLEY & ASSOCIATES, INC.	02/05/2026	Regular	0.00	51,141.25	343311
014436	MINER'S ACE HARDWARE	02/05/2026	Regular	0.00	622.35	343312
011981	NBS	02/05/2026	Regular	0.00	2,375.00	343313
010218	NEW IMAGE AUTO BODY	02/05/2026	Regular	0.00	2,900.00	343314
015436	NUTRIEN AG SOLUTIONS, INC.	02/05/2026	Regular	0.00	5,717.98	343315
016863	OAKRIDGE LANDSCAPE, INC.	02/05/2026	Regular	0.00	1,040.00	343316
016831	OLVERA, MICHAEL	02/05/2026	Regular	0.00	35.70	343317
012691	O'REILLY AUTOMOTIVE STORES, INC.	02/05/2026	Regular	0.00	1,835.57	343318
016131	OXNARD PIPE & SUPPLY CO.	02/05/2026	Regular	0.00	800.04	343319
016842	POUW, JOHANNES M.	02/05/2026	Regular	0.00	6,000.00	343320
014362	PRES TECH	02/05/2026	Regular	0.00	1,934.96	343321
016500	RABAGO, MARK ANDREW	02/05/2026	Regular	0.00	1,320.00	343322
014934	RAMIREZ, JOSHUA	02/05/2026	Regular	0.00	501.15	343323
012635	RAUL'S SMOG	02/05/2026	Regular	0.00	1,540.57	343324
014415	REYES, PEDRO R.	02/05/2026	Regular	0.00	425.00	343325
016299	RICO APPAREL	02/05/2026	Regular	0.00	589.40	343326
016610	ROTH STAFFING COMPANIES, LP	02/05/2026	Regular	0.00	3,121.70	343327
010520	RP RENTALS	02/05/2026	Regular	0.00	1,064.38	343328
016305	RUGERIO, JOSE LUIS PEREZ	02/05/2026	Regular	0.00	1,391.00	343329
014129	SAM HILL & SONS, INC	02/05/2026	Regular	0.00	29,823.00	343330
011203	SAN LUIS BUTANE DISTRIBUTORS, A CORP.	02/05/2026	Regular	0.00	40.66	343331
010689	SANTA PAULA CHAMBER OF COMMERCE	02/05/2026	Regular	0.00	650.00	343332
012332	SANTA PAULA SUPER STORE	02/05/2026	Regular	0.00	48.39	343333
016943	SCHOUTEN, MICHAEL A.	02/05/2026	Regular	0.00	3,500.00	343334
015368	SINGER, DAN	02/05/2026	Regular	0.00	154.80	343335
013909	SITEONE LANDSCAPE SUPPLY, LLC	02/05/2026	Regular	0.00	496.93	343336
012665	SOLAR XPERTZ WINDOW TINTING	02/05/2026	Regular	0.00	180.00	343337
011524	SOLID WASTE SOLUTIONS	02/05/2026	Regular	0.00	3,333.25	343338
010795	SOUTHERN CALIFORNIA EDISON	02/05/2026	Regular	0.00	19,827.49	343339
013043	STAFFORD, STEVE	02/05/2026	Regular	0.00	300.00	343340
015809	STANDARD SITE RENTALS INC.	02/05/2026	Regular	0.00	455.18	343341
011144	STAPLES, INC.	02/05/2026	Regular	0.00	241.96	343342
016829	SUN'S ENTERPRISES, INC.	02/05/2026	Regular	0.00	283.60	343343
012696	TORO ENTERPRISES, INC.	02/05/2026	Regular	0.00	515,666.74	343344
011797	TRAUB, NORMAN A.	02/05/2026	Regular	0.00	10,652.47	343345
011891	ULINE SHIPPING SUPPLIES	02/05/2026	Regular	0.00	1,632.56	343346
013736	V.C.T.C.	02/05/2026	Regular	0.00	225.00	343347
010952	VENTURA TROPHY COMPANY	02/05/2026	Regular	0.00	199.34	343348
011539	VERIZON WIRELESS	02/05/2026	Regular	0.00	3,331.22	343349
013539	WAGE WORKS, INC.	02/05/2026	Regular	0.00	120.90	343350
013550	WHITE CAP, L.P.	02/05/2026	Regular	0.00	132.01	343351
014968	WILLDAN FINANCIAL SERVICES	02/05/2026	Regular	0.00	13,949.00	343352
016701	WITTENBERG, MARK J.	02/05/2026	Regular	0.00	750.00	343353
016846	YOUNG STERLING CONSULTING LLC	02/05/2026	Regular	0.00	10,000.00	343354
013843	YOUNG, DUNCAN JAMES	02/05/2026	Regular	0.00	2,016.00	343355
016027	YUNEX LLC	02/05/2026	Regular	0.00	1,635.60	343356
016626	ZENCITY TECHNOLOGIES US INC.	02/05/2026	Regular	0.00	12,000.00	343357
011464	BUSINESS CARD	02/17/2026	Regular	0.00	3,932.97	343370
011464	BUSINESS CARD	02/17/2026	Regular	0.00	490.48	343371
011464	BUSINESS CARD	02/17/2026	Regular	0.00	1,270.59	343372
011464	BUSINESS CARD	02/17/2026	Regular	0.00	1,742.96	343373

Check Report

Date Range: 02/01/2026 - 02/28/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
010055	ACCUSOURCE INC	02/19/2026	Regular	0.00	20.24	343374
016148	AIRX TESTING SERVICES, INC.	02/19/2026	Regular	0.00	5,842.50	343375
016763	ALVAREZ, EDUARDO D	02/19/2026	Regular	0.00	12,488.00	343376
015498	AMAZON CAPITAL SERVICES	02/19/2026	Regular	0.00	5,460.40	343377
014954	APPLIED CONCEPTS, INC.	02/19/2026	Regular	0.00	158.14	343378
011297	ASSOCIATION OF WATER AGENCIES OF VENTURI	02/19/2026	Regular	0.00	240.00	343379
011738	AT&T CALNET 3	02/19/2026	Regular	0.00	514.89	343380
016812	AT&T MOBILITY, LLC	02/19/2026	Regular	0.00	40.50	343381
016240	ATKINSON, ANDELSON, LOYA, RUUD AND ROM	02/19/2026	Regular	0.00	165.90	343382
016808	AZUL FOUNDATION	02/19/2026	Regular	0.00	2,211.00	343383
016954	BANUELOS, JOSIE	02/19/2026	Regular	0.00	200.00	343384
016952	BARKER, JOYCE	02/19/2026	Regular	0.00	428.00	343385
015284	BEE SPECIALIST	02/19/2026	Regular	0.00	250.00	343386
014680	BEST BEST & KRIEGER LLP	02/19/2026	Regular	0.00	23,294.57	343387
014870	BOYD & ASSOCIATES	02/19/2026	Regular	0.00	292.50	343388
011603	CALIFORNIA WOOD RECYCLING	02/19/2026	Regular	0.00	854.42	343389
016444	CENDEJAS, ERIC	02/19/2026	Regular	0.00	410.00	343390
015874	CHANDLER ASSET MANAGEMENT, INC.	02/19/2026	Regular	0.00	5,444.15	343391
015999	CHARTER COMMUNICATIONS HOLDING, LLC	02/19/2026	Regular	0.00	1,845.00	343392
010418	CORELOGIC SOLUTIONS, LLC	02/19/2026	Regular	0.00	140.00	343393
010932	COUNTY OF VENTURA IT SERVICES	02/19/2026	Regular	0.00	1,309.25	343394
015514	CRAFCO, INC.	02/19/2026	Regular	0.00	83,158.38	343395
011161	CRAGOE PEST SERVICES INC	02/19/2026	Regular	0.00	4,650.00	343396
	Void	02/19/2026	Regular	0.00	0.00	343397
	Void	02/19/2026	Regular	0.00	0.00	343398
014331	CULLIGAN WATER	02/19/2026	Regular	0.00	118.96	343399
013724	DIRECT TV	02/19/2026	Regular	0.00	126.24	343400
013975	DODOS DESIGN - GARCIA, DAVID	02/19/2026	Regular	0.00	90.00	343401
016949	ECOLOGY ENVIRONMENTAL, INC	02/19/2026	Regular	0.00	965.00	343402
010140	ECONOMIC DEVELOPMENT COLLABORATIVE	02/19/2026	Regular	0.00	3,300.00	343403
016156	EFUEL LLC	02/19/2026	Regular	0.00	6,985.20	343404
016015	FARO TECHNOLOGIES, INC.	02/19/2026	Regular	0.00	620.25	343405
010404	FENCE FACTORY SATICOY	02/19/2026	Regular	0.00	3,451.40	343406
010406	FERGUSON WATERWORKS #1084	02/19/2026	Regular	0.00	22,665.36	343407
010440	FGL ENVIRONMENTAL, INC	02/19/2026	Regular	0.00	2,639.00	343408
016946	FIMCO INC	02/19/2026	Regular	0.00	1,179.17	343409
010432	FRANK'S PAINT & HARDWARE	02/19/2026	Regular	0.00	946.78	343410
014061	FRONTIER COMMUNICATIONS	02/19/2026	Regular	0.00	3,282.13	343411
010441	FRUIT GROWERS SUPPLY CO	02/19/2026	Regular	0.00	236.16	343412
010451	GARDEN MARKET	02/19/2026	Regular	0.00	439.60	343413
010797	GAS COMPANY, THE	02/19/2026	Regular	0.00	2,028.52	343414
015222	GOODSUITE	02/19/2026	Regular	0.00	1,984.97	343415
016945	GRAHAM, RAY	02/19/2026	Regular	0.00	172.62	343416
010481	GRAINGER	02/19/2026	Regular	0.00	1,553.61	343417
012800	GRANITE CONSTRUCTION COMPANY	02/19/2026	Regular	0.00	601.42	343418
016953	GREATER VENTURA COUNTY CHAPTER PARENT	02/19/2026	Regular	0.00	321.00	343419
014427	HARRINGTON INDUSTRIAL PLASTICS	02/19/2026	Regular	0.00	1,701.28	343420
014686	HASA, INC.	02/19/2026	Regular	0.00	5,710.48	343421
010537	HOUSE SANITARY SUPPLY	02/19/2026	Regular	0.00	1,231.21	343422
010552	ICMA RETIREMENT CORPORATION	02/19/2026	Regular	0.00	375.00	343423
015475	JIMENEZ, BEATRIZ	02/19/2026	Regular	0.00	129.00	343424
012750	JORDANO'S INC. AND SUBSIDIARIES	02/19/2026	Regular	0.00	1,844.78	343425
015971	LEXISNEXIS COPLOGIC SOLUTIONS, INC	02/19/2026	Regular	0.00	988.80	343426
010017	LIEBERT CASSIDY WHITMORE	02/19/2026	Regular	0.00	40.00	343427
011807	LIVESCAN EXPRESS, INC.	02/19/2026	Regular	0.00	242.00	343428
010061	LOWE'S	02/19/2026	Regular	0.00	601.76	343429
016951	LUNA, MONIQUE	02/19/2026	Regular	0.00	200.00	343430
016576	MAGEE, JONATHAN	02/19/2026	Regular	0.00	4,807.00	343431
016905	MARFER INK LLC	02/19/2026	Regular	0.00	10,682.90	343432
015442	MARIPOSA LANDSCAPES, INC.	02/19/2026	Regular	0.00	5,915.40	343433
016956	METALHAUS	02/19/2026	Regular	0.00	4,500.00	343434

Check Report

Date Range: 02/01/2026 - 02/28/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
014436	MINER'S ACE HARDWARE	02/19/2026	Regular	0.00	1,375.07	343435
012895	MNS ENGINEERS, INC.	02/19/2026	Regular	0.00	39,966.93	343436
016926	NINTH LOVE APP LLC	02/19/2026	Regular	0.00	416.00	343437
015436	NUTRIEN AG SOLUTIONS, INC.	02/19/2026	Regular	0.00	821.49	343438
016863	OAKRIDGE LANDSCAPE, INC.	02/19/2026	Regular	0.00	2,190.00	343439
016831	OLVERA, MICHAEL	02/19/2026	Regular	0.00	91.48	343440
012691	O'REILLY AUTOMOTIVE STORES, INC.	02/19/2026	Regular	0.00	411.24	343441
015443	PASSPORT LABS, INC.	02/19/2026	Regular	0.00	1,194.87	343442
015335	PAVEMENT COATING CO.	02/19/2026	Regular	0.00	83.88	343443
016935	PYRO SPECTACULARS INC	02/19/2026	Regular	0.00	25,000.00	343444
013739	QUADIENT FINANCE USA, INC.	02/19/2026	Regular	0.00	1,739.00	343445
013730	QUADIENT LEASING USA, INC.	02/19/2026	Regular	0.00	1,206.86	343446
012308	RADAR SHOP	02/19/2026	Regular	0.00	312.00	343447
015968	RAMIREZ, CHRISTY	02/19/2026	Regular	0.00	129.00	343448
016314	RENTERIA, MARIA GUADALUPE	02/19/2026	Regular	0.00	129.00	343449
016299	RICO APPAREL	02/19/2026	Regular	0.00	1,939.50	343450
010520	RP RENTALS	02/19/2026	Regular	0.00	1,636.36	343451
016950	RUELAS, SANDY	02/19/2026	Regular	0.00	200.00	343452
010376	SAFETY-KLEEN SYSTEMS, INC.	02/19/2026	Regular	0.00	2,109.84	343453
015917	SANTA PAULA MATERIALS, INC.	02/19/2026	Regular	0.00	46.15	343454
012477	SANTA PAULA ROTARY CLUB	02/19/2026	Regular	0.00	147.00	343455
011263	SANTA PAULA SELF STORAGE	02/19/2026	Regular	0.00	2,272.00	343456
010711	SANTA PAULA TIMES	02/19/2026	Regular	0.00	649.91	343457
016000	SCHMIDT, KENNETH L.	02/19/2026	Regular	0.00	64.40	343458
014880	SE&J FABRICATIONS, INC.	02/19/2026	Regular	0.00	102.96	343459
016955	SEGAL, DANIEL	02/19/2026	Regular	0.00	134.00	343460
015368	SINGER, DAN	02/19/2026	Regular	0.00	85.72	343461
010785	SMART & FINAL	02/19/2026	Regular	0.00	402.64	343462
010795	SOUTHERN CALIFORNIA EDISON	02/19/2026	Regular	0.00	92,765.56	343463
016094	SOUTHERN CALIFORNIA PERMANENTE MEDICAL	02/19/2026	Regular	0.00	996.00	343464
015809	STANDARD SITE RENTALS INC.	02/19/2026	Regular	0.00	2,571.75	343465
011144	STAPLES, INC.	02/19/2026	Regular	0.00	283.59	343466
010823	SUN BADGE CO, INC	02/19/2026	Regular	0.00	309.80	343467
011871	SUNBELT RENTALS, INC.	02/19/2026	Regular	0.00	888.05	343468
015001	SYNAGRO-WWT, INC.	02/19/2026	Regular	0.00	18,580.47	343469
015728	THE COUNSELING TEAM INTERNATIONAL	02/19/2026	Regular	0.00	6,600.00	343470
011974	T-MOBILE USA INC.	02/19/2026	Regular	0.00	25.21	343471
012070	TRAFFIC TECHNOLOGIES	02/19/2026	Regular	0.00	426.08	343472
015505	TRIPEPI, SMITH AND ASSOCIATES, INC.	02/19/2026	Regular	0.00	2,466.25	343473
011891	ULINE SHIPPING SUPPLIES	02/19/2026	Regular	0.00	338.60	343474
013736	V.C.T.C.	02/19/2026	Regular	0.00	237.00	343475
015408	VENTURA COUNTY COMMUNITY FOUNDATION	02/19/2026	Regular	0.00	50,000.00	343476
010938	VENTURA COUNTY SHERIFF'S OFFICE	02/19/2026	Regular	0.00	127.05	343477
015375	VENTURA LOCKSMITHS	02/19/2026	Regular	0.00	1,519.05	343478
010952	VENTURA TROPHY COMPANY	02/19/2026	Regular	0.00	26.94	343479
015294	VENTURA'S WATER STORE	02/19/2026	Regular	0.00	388.02	343480
016578	VITAL RECORDS HOLDINGS, LLC	02/19/2026	Regular	0.00	128.99	343481
013550	WHITE CAP, L.P.	02/19/2026	Regular	0.00	1,401.92	343482
015847	WHITE RABBIT MAGIC LLC	02/19/2026	Regular	0.00	1,650.00	343483
016027	YUNEX LLC	02/19/2026	Regular	0.00	1,740.70	343484
016034	SPIRIT OF SANTA PAULA	02/24/2026	Regular	0.00	44,468.55	343485
011211	BNY MELLON	02/24/2026	Bank Draft	0.00	289,687.16	992592
011211	BNY MELLON	02/24/2026	Bank Draft	0.00	141,375.00	992593
011211	BNY MELLON	02/24/2026	Bank Draft	0.00	410,725.00	992594

Check Report

Date Range: 02/01/2026 - 02/28/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
015506	PAYMENTUS GROUP, INC.	02/23/2026	Bank Draft	0.00	13,196.95	992595

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	618	223	0.00	2,380,142.68
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	0.00
Bank Drafts	4	4	0.00	854,984.11
EFT's	0	0	0.00	0.00
	622	231	0.00	3,235,126.79

Check Report

Date Range: 02/01/2026 - 02/28/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: PY-PAYROLL						
011688	CALIFORNIA STATE DISBURSEMENT UNIT	02/02/2026	Regular	0.00	982.60	343221
010553	ICMA RETIREMENT TRUST-457	02/02/2026	Regular	0.00	13,344.87	343222
010554	ICMA RETIREMENT TRUST-457 (PT)	02/02/2026	Regular	0.00	1,274.23	343223
010708	SANTA PAULA POLICE OFFICERS ASSOCIATION	02/02/2026	Regular	0.00	1,020.00	343224
010291	SEIU LOCAL 721	02/02/2026	Regular	0.00	656.60	343225
010898	UNITED WAY OF VENTURA COUNTY	02/02/2026	Regular	0.00	10.00	343226
011103	COLONIAL LIFE & ACCIDENT	02/05/2026	Regular	0.00	2,823.82	343358
016111	FIDELITY SECURITY LIFE INSURANCE COMPANY	02/05/2026	Regular	0.00	710.29	343359
010371	METLIFE SBC	02/05/2026	Regular	0.00	375.39	343360
010331	RELIANCE STANDARD LIFE INSURANCE	02/05/2026	Regular	0.00	631.69	343361
014422	RELIANCE STANDARD LIFE INSURANCE	02/05/2026	Regular	0.00	5,237.60	343362
010331	RELIANCE STANDARD LIFE INSURANCE	02/05/2026	Regular	0.00	5,703.90	343363
011688	CALIFORNIA STATE DISBURSEMENT UNIT	02/13/2026	Regular	0.00	982.60	343364
010553	ICMA RETIREMENT TRUST-457	02/13/2026	Regular	0.00	15,949.15	343365
010554	ICMA RETIREMENT TRUST-457 (PT)	02/13/2026	Regular	0.00	1,464.98	343366
010708	SANTA PAULA POLICE OFFICERS ASSOCIATION	02/13/2026	Regular	0.00	1,020.00	343367
010291	SEIU LOCAL 721	02/13/2026	Regular	0.00	634.35	343368
010898	UNITED WAY OF VENTURA COUNTY	02/13/2026	Regular	0.00	10.00	343369
010420	INTERNAL REVENUE SERVICE	02/04/2026	Bank Draft	0.00	58,261.25	992580
011044	STATE OF CALIFORNIA - EDD EMPLOYMENT DE	02/04/2026	Bank Draft	0.00	19,587.33	992581
014872	STATE OF CALIFORNIA EDD - SDI	02/04/2026	Bank Draft	0.00	2,056.07	992582
013539	WAGE WORKS, INC.	02/04/2026	Bank Draft	0.00	1,619.95	992583
010292	CALIF. PUBLIC EMPLOYEES' RETIREMENT SYSTE	02/04/2026	Bank Draft	0.00	81,065.86	992584
011024	CALIFORNIA PUBLIC EMPLOYEE RETIREMENT S'	02/10/2026	Bank Draft	0.00	100,179.78	992586
013539	WAGE WORKS, INC.	02/11/2026	Bank Draft	0.00	142.27	992587
010292	CALIF. PUBLIC EMPLOYEES' RETIREMENT SYSTE	02/18/2026	Bank Draft	0.00	91,290.31	992588
010420	INTERNAL REVENUE SERVICE	02/18/2026	Bank Draft	0.00	74,073.83	992589
011044	STATE OF CALIFORNIA - EDD EMPLOYMENT DE	02/18/2026	Bank Draft	0.00	25,524.17	992590
014872	STATE OF CALIFORNIA EDD - SDI	02/18/2026	Bank Draft	0.00	2,048.22	992591

Bank Code PY Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	121	18	0.00	52,832.07
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	154	11	0.00	455,849.04
EFT's	0	0	0.00	0.00
	275	29	0.00	508,681.11

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	739	241	0.00	2,432,974.75
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	0.00
Bank Drafts	158	15	0.00	1,310,833.15
EFT's	0	0	0.00	0.00
	897	260	0.00	3,743,807.90

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	2/2026	3,743,807.90
			3,743,807.90

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council Regular

From: Dale Goodman, Public Works Director

Subject: ENGEO PROFESSIONAL SERVICES AGREEMENT

Date: March 18, 2026

Agenda Item: 10.C

RECOMMENDATION:

Staff recommends that the City Council convene as the GHAD Board to:

1. Authorize the Chair to execute a One-Year Professional Services Agreement with ENGEO Incorporated to provide GHAD Manager services for the Santa Paula GHAD in a form approved by the City Attorney, in the amount of \$40,175.00 for Fiscal Year 2025-2026 based on the City's approved two-year budget.

BACKGROUND:

In 2008, the Santa Paula City Council formed the Santa Paula Geologic Hazard Abatement District (GHAD). The members of the City Council convene as the GHAD Board to conduct business related to setting the annual assessment rate and approving related expenditures for maintaining and repairing the GHAD's drainage, open space and geologic slope stabilization facilities.

ANALYSIS:

ENGEO Incorporated (ENGEO) has provided GHAD management services to the City since 2014 and has developed a strong understanding of the Santa Paula GHAD's infrastructure, operational needs, and the requirements of the District's Plan of Control. In this role, ENGEO provides technical oversight of the District's drainage and slope stabilization systems, coordinates inspections and maintenance activities, and assists the City with the ongoing administration of the GHAD program. Their long-standing involvement provides continuity in management and valuable knowledge that supports effective implementation of the District's maintenance and monitoring requirements. ENGEO is not only knowledgeable and experienced with the Santa Paula GHAD, they also manage other GHADs throughout California. City staff requested ENGEO provide a proposal for professional GHAD management services in continual support of the technical and day-to-day operations of the Santa Paula GHAD. Additionally, on June 30, 2025, City Council approved a 2-year budget, which allocated \$45,000 for Fiscal Year 2025-2026 for professional services for the Santa Paula GHAD.

STRATEGIC PLAN:

This item is not a goal or objective in City Council's two-year Strategic Plan.

FISCAL IMPACTS:

The Professional Services Agreement will be funded through the Santa Paula GHAD's account and is consistent with the approved City Council budget for FY 2025-2026.

Fiscal Impact for Fiscal Year 2025-2026 is detailed in Table 1 below and additional details are provided in the attached ENGEO proposal. Work will be invoiced on an hourly time and materials basis. The proposed budget total shall not be exceeded for each fiscal year's adopted budget without prior written authorization from the GHAD Board and a return to Council for additional allocation.

Table 1: Approved GHAD Budget vs. ENGEO Proposal for FY 25/26

Description	Budget	ENGEO Proposal
Professional Services 503-5-5029-209	\$45,000	\$40,175

OPTIONS:

The Council has the following available alternative options to staff's recommendations:

1. Do not authorize the Chair to execute a One-Year Professional Services Agreement with ENGEO Incorporated at this time, but request Staff to negotiate further with ENGEO Incorporated and return with a revised proposal. This action will discontinue critically needed consultant services associated with active services until a new agreement is authorized.
2. Direct staff to pursue a new Request for Qualifications for professional services inviting other professional engineering consultants to submit their qualifications for Council review and consideration at a future public meeting. This action will result in the same consequence anticipated in Option 1.

ATTACHMENTS:

[Exhibit A - ENGEO Professional Services Agreement](#)

EXHIBIT A

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE
SANTA PAULA GEOLOGIC HAZARD ABATEMENT
DISTRICT AND ENGEO CORPORATION**

**SANTA PAULA GEOLOGIC HAZARD ABATEMENT DISTRICT
PROFESSIONAL SERVICES AGREEMENT
WITH ENGEO INCORPORATED
(FY 2025/2026)**

1. PARTIES AND DATE

This Agreement is made and entered into this 18th day of March, 2026, 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 ENGEO INC., for the FOR GEOLOGIC HAZARD ABATEMENT DISTRICT (GHAD) MANAGEMENT AND MONITORING, with its principal place of business at 27742 Hancock Parkway, Valencia, Ca ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Superseded Agreement

The parties entered into a professional services agreement dated September 4, 2024 attached here to as Exhibit "B" ("Original Agreement"). The Original Agreement is hereby superseded and of no force and effect upon execution of this Agreement.

2.2 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 Geological Hazard Abatement District (GHAD) management and monitoring services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.3 Project.

City desires to engage Consultant to render such professional services for the Geologic Hazard Abatement District (GHAD) management and monitoring, project no.7290.002.022 ("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 supply the professional Geologic Hazard Abatement District (GHAD) management and monitoring consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" 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 July 1, 2025 to June 30, 2026 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 "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed Forty Thousand One Hundred Seventy-Five Dollars (\$40,175) 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 "C" 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: Eric Harrell.

3.3.5 City's Representative. The City hereby designates Clete Saunier, Director of Santa Paula Public Works 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 Robert Boeche, Haley Ralston or his/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 Exhibits "A" or "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. 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.

(D) Professional Liability (Errors & Omissions Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

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 to 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 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

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:	ENGEO INC. 27742 Hancock Parkway Valencia, Ca 91355 ATTN: Haley Ralston, Project Geologist.
City:	City of Santa Paula 970 Ventura Street Santa Paula, CA 93060 ATTN: Clete Saunier, Santa Paula Director of Public Works.

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.

the terms of this contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF SANTA PAULA AND
ENGEO INC.**

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

ENGEO INC.

Approved By:

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

Carlos Juarez
Chair

Approved as to Form:

By: _____

Its: _____

Monica Castillo
GHAD Attorney

Printed Name: _____

Attested By:

By: _____

Its: _____

Julie Latshaw, GHAD Clerk

Printed Name: _____

EXHIBIT "A"
SCOPE OF SERVICES AND COMPENSATION

Project No.
7290.002.025

February 27, 2026

Mr. Dale Goodman
Public Works Director
City of Santa Paula
P.O. Box 569
Santa Paula, CA 93061

Subject: Santa Paula Geologic Hazard Abatement District (GHAD)
Santa Paula, California

**PROPOSAL FOR GEOLOGIC HAZARD ABATEMENT DISTRICT (GHAD)
MANAGER SERVICES FOR FY 2025/2026**

- References:
1. ENGEO. 2008. Santa Paula Geologic Hazard Abatement District (GHAD) Plan of Control, Santa Paula, California. March 10, 2008; Revised May 23, 2008. Project No. 7290.200.101.
 2. ENGEO. 2025. Santa Paula Geologic Hazard Abatement District, Program Budget for Fiscal Year 2025/26. July 7, 2025. Project No. 7290.002.024.

Dear Mr. Goodman:

Thank you for the opportunity to present our proposal to continue serving as the manager for the Santa Paula Geologic Hazard Abatement District (GHAD) and to provide scheduled monitoring services. We have enjoyed working with the City of Santa Paula on the formation, management, oversight, monitoring, maintenance, attendance at HOA and public meetings, and transfer of the Ridgeview at Vista Glen (Ridgeview) development improvements within the Santa Paula GHAD.

On April 4, 2016, the Santa Paula GHAD Board of Directors (GHAD Board) approved Resolution No. 6974 accepting responsibility for GHAD-maintained improvements. The GHAD has been providing monitoring and maintenance services within the Ridgeview development since the acceptance of the GHAD-maintained improvements. On July 9, 2025, the budget (Reference 2) was approved by the GHAD Board with the adoption of Resolution No. 7457. The fees listed below are based on the Santa Paula GHAD budget for FY 2025/26 approved by the GHAD Board.

We propose to perform a site reconnaissance event twice a year and a heavy rainfall reconnaissance event twice a year, as recommended in the Plan of Control (Reference 1). The monitoring events are intended to satisfy the requirements of the Plan of Control adopted by the GHAD Board.

SCOPE OF SERVICES

Management

The GHAD Manager shall continue to be responsible for the day-to-day management of the Santa Paula GHAD in accordance with applicable state and federal statutes, the GHAD Plan of Control, and policies and guidelines adopted by the GHAD Board.

The GHAD may retain civil engineering and other consultants, contractors, and/or other vendors as may be required to evaluate, review, design, construct, or maintain GHAD facilities and improvements in accordance with the GHAD Plan of Control. We will secure these services on behalf of the GHAD in accordance with the GHAD Board's procedures related to the awarding of contracts for GHAD repair, maintenance, and improvement projects and for professional and support services. In addition, GHAD Manager will facilitate payments to other consultants and contractors providing services to the GHAD.

Monitoring

The Plan of Control states that scheduled monitoring events should occur twice a year, in April and October. Prior to each monitoring event, areas of particular concern documented in previous reports, if any, and in the Plan of Control, will be identified for incorporation into the site inspection schedule. Some of the items that will be addressed during the monitoring events will include:

- Concrete-lined surface ditches.
- Subsurface drain outlets and horizontally drilled drain outlets.
- Retaining walls, splash walls, and GEOBRUGG screen walls.
- Inlets, outfalls, and trash racks.
- Underground detention basin and CDS water quality treatment unit.
- Slopes and vegetative cover.

Following our fieldwork, we will prepare a letter report summarizing our findings regarding our observations, which will contain photographs and a map of significant areas for documentation purposes. The letter report will be posted on the Santa Paula GHAD's website (www.santapaulaghad.org). Depending on the findings of our site observations, the report may include recommendations for additional monitoring, exploration, or mitigation of observed problem areas.

The Plan of Control also states that monitoring events should occur, as necessary, during heavy rainfall years where cumulative rainfall exceeds historical averages. Heavy rainfall monitoring events will include inspection of the same items listed above.

FEES

We propose to provide GHAD management, consultation, contracting, oversight, and monitoring services for FY 2025/26 for the Santa Paula GHAD for a fee of **\$40,175**, as itemized below. The fees are based on the inflation-adjusted estimates provided in the approved 2008 Engineer's Report for the Santa Paula GHAD. The fee estimates allow for meetings and consultation with the City of Santa Paula, The Ridgeview at Vista Glen Homeowners Association, and the GHAD Board during this fiscal year. In addition, contracting and oversight for GHAD maintenance, repair, and emergency response will occur during FY 2025/26.

• GHAD Manager Services	\$5,025
• Meetings and Consultation	\$2,400
• GHAD Contracting and Oversight Services	\$5,450
• Two Scheduled Monitoring Events	\$9,850
• Two Heavy Rainfall Monitoring Events, as needed.....	\$3,000
• GHAD Contractor Reimbursement.....	<u>\$14,450</u>
TOTAL	\$40,175

LIMITATIONS

ENGEO's liability for damage due to professional negligence, acts, errors, omissions, breach of contract and consequential damages will be limited by Client to an amount not to exceed an aggregate limit of one hundred thousand dollars or ENGEO's fee, whichever is greater, regardless of the legal theory under which such liability is imposed.

AUTHORIZATION

If the proposed scope of services and fee are acceptable, please provide a change order to our contract as our authorization to proceed.

We are pleased to be of continued service to you on this project. If you have any questions, please do not hesitate to contact us.

Sincerely,

ENGEO Incorporated



Emily Mahon
Staff Engineer

ejm/hjr/rhb/ca



Robert H. Boeche
Principal

Attachment: 2026 Preferred Client Fee Schedule

PREFERRED CLIENT FEE SCHEDULE PROFESSIONAL SERVICES Effective February 2026

President.....	\$500.00 per hour
Principal.....	\$440.00 per hour
Associate.....	\$360.00 per hour
Subject Matter Expert.....	\$475.00 per hour
Senior.....	\$305.00 per hour
Project.....	\$270.00 per hour
Staff.....	\$245.00 per hour
Assistant.....	\$190.00 per hour
Construction Services Manager II.....	\$245.00 per hour*
Construction Services Manager I.....	\$235.00 per hour*
Senior Field Representative II.....	\$205.00 per hour**
Senior Field Representative I.....	\$185.00 per hour**
Field Representative.....	\$170.00 per hour**
Senior Laboratory Technician.....	\$205.00 per hour
Laboratory Technician.....	\$185.00 per hour
Senior GIS Developer.....	\$220.00 per hour
GIS Developer.....	\$210.00 per hour
Senior GIS Analyst.....	\$215.00 per hour
GIS Analyst.....	\$200.00 per hour
Senior CAD Specialist.....	\$200.00 per hour
CAD Specialist.....	\$190.00 per hour
Network Administrator.....	\$270.00 per hour
Project Assistant.....	\$160.00 per hour

* Two-hour minimum portal to portal and cancellations within 24 hours.

* **OVERTIME RATES:** Rates will be increased by a factor of 1.5 for all hours worked in excess of eight (8) Monday through Friday, and the first eight (8) hours worked on Saturday. Rates will be increased by a factor of 2.0 for all hours worked in excess of twelve (12) Monday through Friday, all hours worked in excess of eight (8) on Saturday, and all hours worked on Sundays and holidays.

** For Prevailing Wage projects, the hourly rate will be increased by \$23.

** Rates will be increased by factor of 1.25 for night-shift hours (hours commencing after 4:00 p.m. or before 4:00 a.m.); rates will be increased by a factor of 1.875 (an additional factor of 1.5) for all night-shift hours in excess of eight (8); rates will be increased by a factor 2.5 for all night-shift hours worked in excess of twelve (12).

Scheduled night-shift work, which is cancelled with less than 24 hours' notice, will be billed at night-shift rates. Night-shift work of less than 4-hour scheduled duration will be billed a minimum of 4 hours at night shift rates.

ADDITIONAL SERVICES OFFERED

In addition to our core services of geotechnical, hydrologic and environmental engineering, including construction-phase testing and observation, ENGEO provides clients with services for establishment and management of Geologic Hazard Abatement Districts (GHAD) and for Entitlement and Permitting Support (EPS). For more information about these services and associated pricing, please contact ENGEO at (925) 866-9000.

OTHER FEES

- Equipment and materials will be charged in addition to the above hourly rates.
- Outside Consultants, Subcontracted Services and Equipment Rental Cost plus 25%
- Expert Witness, Deposition, Mediation, Arbitration, or Court Appearance (Minimum Charge).....\$2,800.00 half day, \$4,800.00 full day

TERMS

Invoices will be submitted at completion of work or at approximately four week intervals and are due and payable upon receipt. Statements will be issued at monthly intervals. Charges not paid within 30 days of invoice date will accrue a late charge at a rate of 1.5 percent per month. In the event it becomes necessary to commence suit to collect amount due, Client agrees to pay attorney's fees and costs, as the court may deem reasonable until amount is paid. Fees will be applicable for one year from the effective date above; thereafter, fees will be adjusted annually. Our fees will be billed using an invoice format produced by a standardized accounting software package. A more customized itemization of charges and backup data will be provided upon Client's requests, but at additional fees. Final reports may be withheld until outstanding invoices are paid in full.

Many risks potentially affect ENGEO by virtue of entering into this agreement to perform services on behalf of Client. A principal risk is the potential for human error by ENGEO. For Client to obtain the benefit of a fee that includes a nominal allowance for dealing with our liability, Client agree to limit ENGEO's liability to Client and all other parties for claims arising out of our performance of the services described in the agreement. The aggregate liability will not exceed \$50,000 (or ENGEO's fee, whichever is greater, but not more than \$1,000,000) for professional acts, errors, or omissions, including attorney's fees and costs that may be awarded to the prevailing party and client agrees to indemnify and hold harmless ENGEO from and against all liabilities in excess of the monetary limit established above.

EQUIPMENT AND MATERIALS CHARGES

DESCRIPTION	COST PER UNIT (\$)	UNIT
Air Content Meter	7.00	hour
Bailers (Disposable)	10.00	each
Coatings Thickness Kit (eg. Fireproofing, Protective Paint)	30.00	hour
Concrete Crack Monitor	20.00	each
Coring Machine	30.00	hour
Double-Ring Infiltrometer	50.00	hour
Electronic Water Level Indicator	5.00	hour
Engineering Analysis Software	53.00	hour
Equipment Transport(er)	100.00	hour
Exploration Equipment (Electric Auger)	50.00	hour
Floor Flatness/Floor Level Equipment	40.00	hour
Generator	15.00	hour
GIS T&O Construction Tracker	50.00	week
GIS Construction Tracker	250.00	week
GIS Real-Time Construction Tracking	10.00	hour
GPS Handheld Device	10.00	hour
GPR/GPS/Drone Survey Equipment	240.00	hour
Hand Auger and Soil Sampler	15.00	hour
Hydraulic Pull-Test Equipment	25.00	hour
Interface Probe	2.00	hour
Magnetic Particle Test Equipment	25.00	hour
Moisture Content Test Equipment	6.00	hour
Multi-Parameter Water Meter	15.00	hour
pH Meter/Turbidity Meter	10.00	hour
Photo Ionization Detector	20.00	hour
Reinforcing Bar Locator	100.00	hour
Sampling Tubes	10.00	each
Sand Cone Equipment and Material	5.00	hour
Schmidt Hammer	20.00	hour
Seisometer	50.00	hour
Skidmore Wilhelm Bolt Tension Calib.	40.00	hour
Slope Inclinometer/Settlement Indicator/VW Readout	50.00	hour
Torque Wrench	15.00	hour
Transfer Pump	3.00	hour
Ultrasonic Equipment	50.00	hour
Vapor Emission Test Kit	40.00	kit
Vector Conversion	60.00	conversion
Vehicle, nuclear gauge, equipment, wireless communication. *Add \$5.00/hr. for RTK enabled autotesting equipment.	37.00*	hour
Vehicle, equipment, wireless communication	27.00	hour
Vibration Monitor	1800.00	month
Water Sampling Pumps	20.00	hour
Bridge Toll	actual	actual
Mileage	.98	mile
Parking	actual	actual
AutoCAD, Civil 3D, GIS, Drone Data Processing	37.00	hour
BoreDM Bore Log	55.00	per log
Photocopies Black & White	0.25	each
Photocopies Color 11 x 17	1.50	each
Photocopies Color 8½ x 11	1.00	each
Plot - Black & White	3.00	square foot
Plot - Color	4.00	square foot
Postage	actual	actual
Scan - Black & White	1.50	each
Scan - Color	3.75	each
Telephone	0.50	minute

EXHIBIT "B"
ORIGINAL AGREEMENT

**SANTA PAULA GEOLOGIC HAZARD ABATEMENT DISTRICT
PROFESSIONAL SERVICES AGREEMENT
WITH ENGEO INCORPORATED
(FY 2024/2025)**

1. PARTIES AND DATE.

This Agreement is made and entered into this 4th day of September, 2024, by and between the Santa Paula Geologic Hazard Abatement District, a political subdivision of the state 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 ("GHAD") and ENGEO Incorporated, a California corporation, with its principal place of business at 27742 Hancock Parkway, Valencia, CA 91355 ("Consultant"). GHAD and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Superseded Agreement

The Parties enter into a Professional Service Agreement dated December 6, 2023 attached hereto as Exhibit "B" (Original Agreement). The Original Agreement is hereby superseded and of no force and effect upon execution of this Agreement.

2.2 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the GHAD on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing Geological Hazard Abatement District (GHAD) management and monitoring services to public clients, is licensed in the State of California, and is familiar with the plans of GHAD.

2.3 Project.

GHAD desires to engage Consultant to render such professional services for GHAD management and monitoring, Project No. 7290.002.024 ("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 GHAD all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional GHAD management and monitoring consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" 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 July 1, 2024, to June 30,

2025, 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 Thirty Nine Thousand Nine Hundred Sixty Nine Dollars and no cents (\$39,969.00) without written approval of the GHAD Board of Directors, 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 the GHAD 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. GHAD shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the GHAD disputes any of Consultant's fees, the GHAD 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 GHAD for any reason whatsoever.

3.2.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by the GHAD.

3.2.4 Extra Work. At any time during the term of this Agreement, GHAD may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by GHAD 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 GHAD.

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. GHAD 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 GHAD and shall at all times be under Consultant's exclusive direction and control. Neither GHAD, 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 Timely Performance. Consultant shall perform the Services in a prompt and timely manner. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously.

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

3.3.4 Substitution of Key Personnel. Consultant has represented to GHAD 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 GHAD. In the event that GHAD 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: Haley Ralston and Uri Eliahu.

3.3.5 GHAD's Representative. The GHAD hereby designates Clete Saunier, Director of Santa Paula Public Works or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("GHAD's Representative"). GHAD's Representative shall have the power to act on behalf of the GHAD 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 GHAD Manager shall be authorized to act on GHAD'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 GHAD Manager, GHAD's Representative or his/her designee.

3.3.6 Consultant's Representative. Consultant hereby designates Robert Boeche, or Haley Ralston his/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 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 GHAD staff in the performance of Services and shall be available to GHAD'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 represents that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant warrants 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 GHAD 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 GHAD, 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 "A" attached hereto, or which may be separately agreed upon in writing by the GHAD 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 GHAD will suffer damage.

3.3.9.2 Neither GHAD 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 GHAD 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.

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 GHAD 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. 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 GHAD'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 GHAD, 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. GHAD 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 GHAD 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 GHAD that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the GHAD 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.

(D) Professional Liability (Errors & Omissions Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution; testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

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 GHAD, 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 GHAD 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 GHAD 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 GHAD 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 GHAD 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 GHAD, 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 GHAD, 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 to waiver of subrogation in favor of the GHAD, 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 GHAD, 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 GHAD and shall protect the GHAD, 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 GHAD, 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 GHAD 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 GHAD. 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 GHAD 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 GHAD to inform Consultant of non-compliance with any requirement imposes no additional obligation on the GHAD 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 GHAD, 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, GHAD has the right but not the duty to obtain the insurance it deems necessary and any premium paid by GHAD will be promptly reimbursed by Consultant or GHAD will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, GHAD may cancel this Agreement.

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

(D) Neither the GHAD 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 GHAD and shall not preclude the GHAD from taking such other actions available to the GHAD under other provisions of the Agreement or law.

(F) Consultant shall report to the GHAD, 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 GHAD, 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 GHAD, 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 GHAD.

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. GHAD 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 GHAD, 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 GHAD. Consultant shall defend, indemnify and hold the GHAD, 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. GHAD 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 GHAD, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the GHAD 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, GHAD 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, GHAD 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 To the fullest extent permitted by law, Consultant shall defend (with counsel

of GHAD's choosing), indemnify and hold the GHAD, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent caused by the actual negligent acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the GHAD. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the GHAD, its officials, officers, employees, agents, or volunteers.

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.

3.6.3 Consultant's aggregate liability hereunder shall be limited by GHAD to \$1,000,000 regardless of the legal theory under which such liability is imposed.

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 GHAD 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 GHAD as set forth in Section 3.7.2.2 below. Consultant represents 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 GHAD. In the event that GHAD 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 GHAD'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: ENGEO Incorporated
 27742 Hancock Parkway
 Valencia, CA 91355
 ATTN: Haley Ralston, Project Geologist

GHAD: Santa Paula Geologic Hazard Abatement District
 970 Ventura Street
 Santa Paula, CA 93060
 ATTN: Clete Saunier, Santa Paula Director of Public Works.

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 GHAD 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"). Upon full payment of all monies owed, all Documents & Data shall be and remain the property of GHAD, and shall not be used in whole or in substantial part by Consultant on other projects without the GHAD's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to GHAD reproducible copies of all Documents & Data, in a form and amount required by GHAD. GHAD 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 GHAD 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 GHAD upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to GHAD any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data generated and published by Consultant on file for a minimum of fifteen (15) years following completion of the Project, and shall

make copies available to GHAD 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 GHAD and provide GHAD with the opportunity to obtain the documents.

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

3.7.4.3 Right to Use. GHAD 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 GHAD's sole risk. If GHAD 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 GHAD 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 GHAD, 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 GHAD 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 GHAD, 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 GHAD'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 GHAD.

3.7.4.6 Confidential Information. The GHAD shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the GHAD'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 GHAD 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 GHAD written notice of Consultant's objection to the GHAD's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the GHAD, 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. GHAD shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with GHAD's choice of legal counsel), and hold GHAD 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 GHAD 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. In the event of a conflict between this Agreement and its exhibits, the Agreement shall control.

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 GHAD. 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 GHAD.

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

3.7.10 GHAD's Right to Employ Other Consultants. GHAD 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 GHAD, 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 GHAD. 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 GHAD 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 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 represents 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 GHAD's Filing Officer as required under state law in the performance of the Services. For breach or violation of this representation, GHAD shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of GHAD, during the term of his or her service with GHAD, 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 represents 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.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE SANTA PAULA GEOLOGIC HAZARD ABATEMENT DISTRICT AND
ENGEO INCORPORATED**

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

**SANTA PAULA GEOLOGIC HAZARD
ABATEMENT DISTRICT**

Approved By:

Leslie Cornejo
Leslie Cornejo
Chair

Approved as to Form:

Monica Castillo
Monica Castillo
GHAD Attorney

Attested By:

Julie Latshaw
Julie Latshaw, GHAD Clerk

ENGEO INCORPORATED

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

By: Uri Eliahu

Its: President

Printed Name: Uri Eliahu

By: Julia Moriarty

Its: Treasurer

Printed Name: Julia Moriarty



CERTIFIED CORPORATE RESOLUTION

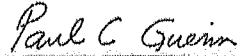
Effective January 1, 2023, officers of ENGEO Incorporated Uri Eliahu, President, Paul Guerin, Chief Financial Officer and Brian Flaherty, Corporate Secretary hereby acknowledge that Theodore Bayham, Neel Neelakantan, Steve Harris, Mark Gilbert, Shawn Munger, and Jeffrey Fippin are authorized to co-execute client agreements and change orders on behalf of the Chairman of the Board of ENGEO Incorporated and Macy Tong, Robert Boeche, Julia Moriarty and Valerie Davis are authorized to co-execute client agreements and change orders as Assistant Treasurers of ENGEO Incorporated.

Dated: January 1, 2023



Uri Eliahu

Dated: January 1, 2023



Paul Guerin

Dated: January 1, 2023



Brian Flaherty

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council Regular

From: Aminah Mears,

Subject: REVISIONS TO THE CITY COUNCIL RECOGNITION POLICY

Date: March 18, 2026

Agenda Item: 10.D

RECOMMENDATION:

That the City Council approve revisions to the City Council Recognition Policy established by Resolution No. 7453, incorporating policy clarifications related to business recognitions and procedures for adjourning meetings in memory of individuals or events that have made a meaningful contribution to the Santa Paula community.

BACKGROUND:

In May 2023, Resolution No. 7453 established guidelines for proclamations, certificates, and City memorabilia. Since the adoption of the policy, additional forms of recognition have emerged. In 2025, the City Council conducted a broader review of the Council Manual of Procedural Guidelines. Based on this review, on January 21, 2026, Council directed staff to research policies from other cities to compare practices and identify potential updates consistent with regional and contemporary standards.

Research found that most jurisdictions do not formally codify a separate posthumous recognition program. Instead, cities commonly adjourn meetings in memory of an individual who has made a meaningful contribution to the community. This practice typically occurs at the discretion of the Mayor or with the concurrence of the Council.

Staff reviewed recognition policies and procedures from nine California cities, including Camarillo, Culver City, Fillmore, Fremont, Fullerton, Moorpark, Oxnard, Ventura, and Santa Clara. The review found that while all cities issue proclamations and certificates of recognition, many cities also provide milestone recognitions or ceremonial acknowledgments of community contributions. These recognitions are often handled informally or at the discretion of the Mayor or City Council rather than through highly prescriptive policies.

During the March 4, 2026, City Council Study Session, the Council directed staff to revise the Council Recognition Policy (Exhibit B) to clarify certain recognition practices and incorporate additional procedural guidance related to Council meeting adjournments in memory of individuals or events that have had a meaningful impact on the Santa Paula community.

ANALYSIS:

Based on Council discussion during the March 4, 2026, meeting, staff have prepared revisions to the Council Recognition Policy (Exhibit B) that would:

1. Clarify that Certificates of Recognition should not be issued for the purpose of promoting a business or commercial enterprise, while allowing exceptions to recognize businesses that are new to the Santa Paula community or celebrating significant years-in-service milestones (e.g., 25-year or 30-year anniversaries). This clarification helps ensure that City recognitions remain focused on community contributions rather than promotional activities.
2. Establish a new policy provision describing procedures for adjourning City Council meetings in memory of an individual, group, or event that has had a meaningful impact on or made a positive contribution to the Santa Paula community. While the City has occasionally observed such recognitions in practice, the addition of this provision would provide clear guidance and ensure consistency moving forward.
3. Omitted occurrences of "recognition" in Section 3. C, so that requests in general may not be related to political or religious subject matter.
4. Minor formatting, grammar, and punctuation edits were made to the policy to improve readability and consistency. These edits do not change the intent or substance of the policy but are intended to clarify language and organization.

These revisions are intended to maintain the flexibility traditionally afforded to the Mayor and City Council while also providing clearer expectations for the public, businesses, and community organizations regarding when recognitions may be issued.

STRATEGIC PLAN:

This review is the result of Council direction and is not specifically identified in the adopted Strategic Plan.

FISCAL IMPACTS:

There are no fiscal impacts associated with this review. Future amendments to the policy could result in modest costs related to the production or distribution of memorabilia or additional recognition materials; however, overall fiscal impacts are expected to remain negligible.

OPTIONS:

The adopted policy has proven to be a useful tool when recognizing volunteers, employees, and organizations. The Council may seek to update and amend the policy or may leave the existing policy intact.

ATTACHMENTS:

[Exhibit A - City of Santa Paula Council Recognition Policy - Clean.pdf](#)

[Exhibit B - City of Santa Paula Council Recognition Policy REDLINES.pdf](#)

Exhibit A
City of Santa Paula
Proclamations, Certificates of Recognition, City Memorabilia Policy

1. Purpose

To establish and provide set standards and guidelines for the issuance of proclamations and the distribution of other recognition items.

2. Policy

The City of Santa Paula proudly recognizes people, organizations, events, and notable community members who impact the Santa Paula community. Proclamations are important in recognizing significant contributions or creating awareness of an event or significant issue specific to Santa Paula and its residents.

- a) Proclamations are issued for matters of local, regional, or national concern and are generally issued to organizations, residents, or events occurring in Santa Paula.
- b) Certificates of Recognition and/or Appreciation, as well as city memorabilia, are issued to recognize special events, achievements, or occurrences in people's lives or for the organization's special events.
- c) The city actively seeks to participate in state and federal recognition programs, such as the Presidential Service Award and Congressional Recognition.

3. Procedures

- a) An individual or organization, or a member of the City Council, may submit a proclamation or certificate request at least one month before the event, or the Council meeting where the proclamation is to be presented or read.
- b) Requests should be submitted to the City Manager's Office or a member of the City Council in writing (email or letter) and should contain information that explains the purpose and/or reason for the request, a proper description of any names, dates, or titles, and sample language for the proclamation or certificate. Certificates shall not be issued for the purpose of promoting a business or commercial enterprise, except to recognize businesses that are new to the Santa Paula community or to acknowledge significant years-in-service milestones (e.g., 25-year, 30-year anniversaries).
- c) Requests relevant to the City of Santa Paula may be honored except those related to political or religious subject matter. The City Manager will determine if the recognition item meets the requirements of this policy and will consult with the Mayor before agreeing to the request.

- d) A representative from the requesting party (organization or individual) should be available to receive the proclamation or certificate. Proclamations can be prepared for such purposes as: recognizing a 100th birthday, recognizing the president of a civic or charitable organization, retirement, or honoring a day/week/month i.e., Breast Cancer Awareness Month.
- e) Memorial Recognitions - The City Council may recognize the memory of an individual, group, or event that has had a meaningful impact on or made a positive contribution to the Santa Paula community. Such recognition may include dedicating or adjourning a City Council meeting in their memory.

4. City Memorabilia

- a) A City tile or other awards containing the City's official seal or branding logo should be reserved for outstanding achievement or recognition of city service. Presentation of such memorabilia should be reserved for the highest award or gift the City can present to someone.
- b) The determination on whether or not to issue such memorabilia rests jointly with the Mayor and City Manager. Should a disagreement exist as to the application of the memorabilia, the Mayor may consult with the Vice Mayor. If the matter is still in dispute, the full City Council may be asked to make such a determination.
- c) Upon retirement or separation, employees having served a minimum of five (5) years of full-time equivalent service to the City, or an elected Councilmember or appointed official having served an equivalent of four (4) years of service, or a commissioner or committee member having served eight (8) or more years of aggregate service, or part-time employees under 20 hours per week or volunteers having at least 10 years of equivalent service, should be presented with a City tile, including a plaque recognizing their name, title, and years of service to the City.

Years of Service	
City Employee	5 years of full-time equivalent service to the City
City Council	4 years of service
Commissioner or Committee Member	10 or more years of aggregate service
Extra Help or Part Time	10 years of equivalent service
Volunteers	10 years of equivalent service

- d) Printed items or plaques containing the City logo or seal may be used more universally as annual holiday gifts, recognition to volunteers and employees, or as tokens of recognition to new businesses, or for personal awards or milestones.

5. Service Award

- a) Service awards are presented to employees celebrating years of service with the City of Santa Paula, beginning in the fifth year and every five years thereafter.
- b) Human Resources maintains service records and orders, and prepares the award materials.
- c) Recipients receive a certificate or other similar item.
- d) Awards are distributed during an annual employee appreciation meeting.

6. Retirement Recognition

Retirement recognition honors an employee's retirement.

- a) Human Resources orders and prepares award materials.
- b) Recipients receive an achievement award, such as a plaque or similar item with the retiree's name and years of service.
- c) Employees can appear at a City Council meeting to receive their retirement award.
- d) Department Director may hold an optional celebratory department gathering.

Exhibit B
City of Santa Paula
Proclamations, Certificates of Recognition, City Memorabilia Policy

1. Purpose

To establish and provide set standards and guidelines for the issuance of proclamations and the distribution of other recognition items.

2. Policy

The City of Santa Paula proudly recognizes people, organizations, events, and notable community members ~~that who~~ impact the Santa Paula community. Proclamations are important in recognizing significant contributions or creating awareness of an event or significant issue specific to Santa Paula and its residents.

a) Proclamations are issued for matters of local, regional, or national concern and are generally issued to organizations, residents, or events in or occurring in Santa Paula.

b) Certificates of Recognition and/or Appreciation, as well as city memorabilia, are issued to recognize special events, achievements, or occurrences in people's lives or for the organization's special events.

c) The city actively seeks to participate in state and federal ~~recognitions~~recognition programs, such as

the Presidential Service Award and Congressional ~~Recognitions~~Recognition.

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3. Procedures

a) An individual or organization, or a member of the City Council, may submit a proclamation or certificate request at least one month before the event, or the Council meeting where the proclamation is to be presented or read.

b) Requests should be submitted to the City Manager's Office or a member of the City Council in writing (email or letter) and should contain information that explains the purpose and/or reason for the request, a proper description of any names, dates, or titles, and sample language for the proclamation or certificate. Certificates shall not be issued for the purpose of promoting a business or commercial enterprise, except to recognize businesses that are new to the Santa Paula community or to acknowledge significant years-in-service milestones (e.g., 25-year, 30-year anniversaries).

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c) ~~Recognition~~Requests relevant to the City of Santa Paula may be honored except those related to political or religious subject matter. The City Manager will

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___ determine if the recognition item meets the requirements of this policy and will
___ consult with the Mayor before agreeing to the request.

d) A representative from the requesting party (organization or individual) should be
___ available to receive the proclamation or certificate. Proclamations can be prepared
___ for such purposes as: recognizing a 100th birthday, recognizing the president of a
___ civic or charitable organization, retirement or honoring a day/week/month (i.e.,
___ ~~breast cancer awareness month~~ Breast Cancer Awareness Month).

e) Memorial Recognitions - the City Council may recognize the memory of an individual,
group, or event that has had a meaningful impact on or made a positive contribution to
the Santa Paula community. Such recognition may include dedicating or adjourning a
City Council meeting in their memory.

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4. City Memorabilia

a) A City tile or other awards containing the City's official seal or branding logo
___ should be reserved for outstanding achievement or recognition of city service.
___ Presentation of such memorabilia should be reserved ~~as for~~ the highest award or gift
___ the City can present to someone.

b) The determination on whether or not to issue such memorabilia rests jointly with
___ the Mayor and City Manager. Should a disagreement exist as to the application of
___ the memorabilia, the Mayor may consult with the Vice Mayor. If the matter is still
___ in dispute, the full City Council may be asked to make such a determination.

c) Upon retirement or separation, e-Employees having served a minimum of five (5)
years
___ of full-time equivalent
service to the City, or an elected Councilmember or appointed
___ official having
served an equivalent of four (4) years of service, or a commissioner or
___ committee
member having served eight (8) or more years of aggregate service, or part-
___ time
employees under 20 hours per week or volunteers having at least 10 years of
___ equivalent service, should be presented with a City tile, including a plaque
___ recognizing their name, title, and years of service to the City.

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Years of Service

City Employee	5 years of full-time equivalent service to the City
City Council	4 years of service
Commissioner or Committee Member	10 or more years of aggregate service
Extra Help or Part Time	10 years of equivalent service
Volunteers	10 years of equivalent service

d) Printed items or plaques containing the City logo or seal may be used more universally as annual holiday gifts, recognition to volunteers and employees, or as tokens of recognition to new businesses, or for personal awards or milestones.

5. Service Award

a) Service awards are presented to employees celebrating years of service with the City of Santa Paula, beginning in the fifth year and every five years thereafter.

b) Human Resources maintains service records and orders, and prepares the award materials.

c) Recipients receive a certificate or other similar item.

d) Awards are distributed during an annual employee appreciation meeting.

6. Retirement Recognition

Retirement recognition ~~commemorates the time when an employee retires~~ honors an employee's retirement.

a) Human Resources orders and prepares award materials.

b) Recipients receive an achievement award, such as a plaque or similar item with the retiree's name and years of service.

c) Employees can appear at a City Council meeting to receive their retirement award.

d) Department Director may hold an optional celebratory department gathering.

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council Regular

From: Monica Castillo, City Attorney

Subject: SECOND READING AND ADOPTION OF ORDINANCE TO REGULATE
SUCCESSIVE RENT INCREASE APPLICATIONS

Date: March 18, 2026

Agenda Item: 11.A

RECOMMENDATION:

Staff recommends the City Council:

1. Consider second reading and adoption of Ordinance No. 1353 entitled “An Ordinance of the City Council of the City of Santa Paula Amending Chapter 152 (Mobile Homes and Mobile Home Parks) of the Santa Paula Municipal Code to Regulate Successive Rent Increase Applications, and Finding the Ordinance is Exempt from the Environmental Quality Act”.

Presented by: Monica Castillo, City Attorney

BACKGROUND:

At its January 6, 2026 meeting, the Housing and Homelessness Standing Committee ("Committee") discussed an urgency ordinance to restrict how often a mobilehome park may file a rent adjustment application. The Committee voted to refer the item for placement on the City Council's agenda for discussion with the full Council. The Committee's referral is in response to mobilehome owner concerns about mobilehome parks applying for rent increases repeatedly within a short period of time.

At its February 4, 2026 meeting, the City Council considered a proposed urgency ordinance that added the following restriction on rent increase applications:

“No park owner may apply for a rent increase within 12 months after a decision on the merits of a previous application, absent unusual circumstances.”

The staff report explained that the “unusual circumstances” exception allows the owner to still apply where unforeseen circumstances could deny the owner a fair return. For example, to calculate a fair return, the City’s Ordinance takes into account a park’s operating expenses. Operating expenses include utility costs that are not passed through to residents. If these utility costs dramatically spiked in the 6 months following the prior application, then the “unusual circumstances” exception would provide a way for owners to recover a fair return.

After deliberation and public comment, the City Council directed the City Attorney to prepare an urgency ordinance regulating the frequency of mobilehome park rent adjustment applications.

Subsequent to the February 4, 2026, meeting, the City Attorney received additional input about the proposed urgency ordinance from interested parties. A proposed urgency ordinance responding to that input was presented at the March 4, 2026 City Council meeting.

At the March 4, 2026 meeting, the City Council adopted, with amendments, the proposed urgency ordinance and introduced and waived first reading of an identical companion regular ordinance. The amendments modified the definition of “material change in circumstances” to exclude increased expenses due to property taxes and change or transfer of ownership costs. The effect of these changes limits when a park owner may re-apply for a rent increase during the 12 months following the denial of an application that is substantially the same as the denied application. The urgency ordinance went into effect on March 4, 2026.

With regard to the regular ordinance, the City Council directed the City Attorney to assess whether exclusion of property taxes and change of transfer ownership costs may have unintended consequences, and to return to Council with those findings.

This meeting is an opportunity for the City Council to further amend the ordinance prior to its adoption. The action tonight does not affect the adoption of the urgency ordinance on March 4, 2026. Changes to the ordinance before Council this evening, however, would supersede the urgency ordinance when the ordinance goes into effect 30 days after adoption.

ANALYSIS:

Proposed Changes

The attached ordinance shows (1) amendments to the Ordinance initially proposed to Council at the March 4, 2026 meeting (red font, not underlined); (2) amendments to the Ordinance requested and incorporated into introduced Ordinance No. 1353 (blue font); and (3) the proposed changes to the introduced ordinance Council is asked to consider for this item (red underlined font).

These proposed changes to the introduced ordinance clarify that after the 12-month general prohibition to re-applying for an NOI fair return increase, the Commission must consider regulatory increases in property taxes, including increases resulting from a transfer of ownership. This is recommended in order to follow California law.

Consideration of Property Taxes and Change in Ownership Costs

Under California law, rent control ordinances are constitutional only if they allow property owners the opportunity to earn a fair return on their property. The California Supreme Court established the principle that rent regulation is valid only if it permits landlords to receive rents sufficient to cover operating expenses and provide a reasonable return on investment. (See *Birkenfeld v. City of Berkeley* (1976) 17 Cal.3d 129, 165–168 [analyzing rent control regulation that considered operating expenses and invalidating the regulation because it caused inevitable unreasonable delay to adjust rents].) A fair-return determination must be based on a reasoned evaluation of the financial data submitted by the owner, including evidence relating to operating expenses. (See *Kavanau v. Santa Monica Rent Control Board* (1997) 16 Cal.4th

761, 771 ["A rent control law is constitutional only if it permits landlords to charge rents that cover their operating expenses..."].)

Fair-return determinations commonly evaluate whether regulatory restrictions, such as property taxes or other government mandated costs, prevent an owner from maintaining a fair return by examining the property's net operating income after expenses. (*Id.* at 768-769). This is known as the maintenance-of-net-operating-income (MNOI) method and is the method the City's Ordinance uses. SPMC 152.08.

Under the MNOI standard, park owners have a right to maintain the base period (usually pre-rent control) net operating income adjusted for inflation. The base year period in the City's Ordinance is January 1, 1984 to December 31, 1984. SPMC 152.08(D). The Ordinance's definition of "operating expenses" includes "real property, [sic] taxes" and "assessments." Therefore, the Ordinance entitles the park to seek recovery of property taxes in its fair return application.

Property taxes are a core, unavoidable cost of owning and operating rental housing. Under Proposition 13, property taxes are generally reassessed to current market value when property changes ownership, which can result in substantial increases in the owner's tax obligations. Because net operating income is calculated after payment of operating costs, property taxes are routinely treated as operating expenses in property accounting, real estate finance, and rent-control analyses.

In accordance with the constitutional principles described above, the City's current Ordinance appropriately includes property taxes in its definition of operating expenses. Excluding these taxes, including change of ownership reassessments, from the fair-return determination could artificially inflate net operating income and undermine the reliability of the MNOI analysis. At the same time, the Commission retains discretion under SPMC 152.08 (C)(1) to exclude "avoidable and unnecessary increases" in operating expenses and may limit recovery of property tax increases to the extent they were avoidable.

Insignificant Delay to Fair Return is Permitted

While the permanent, categorical exclusion of property taxes and change of ownership costs is not recommended, the proposed changes when the entire Ordinance is read as a whole, will likely withstand judicial scrutiny, as park owners will eventually have an opportunity to recover those costs.

The proposed changes would require the Commission, after Ordinance No. 1353's 12-month prohibition from re-applying for a fair return rent increase, to consider property taxes and change of ownership costs. The California Supreme Court has recognized that a temporary regulatory delay to a rent increase is not a taking if the rent control scheme ultimately allows a park owner to recover a fair return. (*Kavanau*, 16 Cal.4th at 782-783.) The Court has also held that procedures that "are carefully tailored to meet the legitimate interests of [an] ordinance 'without a substantially greater incidence and degree of delay than is practically necessary' are not impermissibly confiscatory (*Carson Mobilehome Park Owners' Assn. v. City of Carson* (1983) 35 Cal.3d 184, 193, quoting *Birkenfeld* 17 Cal.3d at 169.)

Therefore, the proposed ordinance's revised, more restrictive, "material change in circumstances" exception still provides park owners a meaningful opportunity to obtain a fair return, when the Ordinance is taken as a whole. (See *Fisher v. City of Berkeley* (1984) 37

Cal.3d 644, 683–684 [ordinance valid where landlords may obtain a fair return].)

STRATEGIC PLAN:

This item promotes Strategic Plan Category D. Healthy, Connected, & Thriving Community, Objective 13: Rent Stabilization - Study rent stabilization options relative to current state laws.

FISCAL IMPACTS:

A decrease in the frequency of applications as result of adopting the ordinance may alleviate staff time associated with processing applications and reduce costs of legal and consultant services.

OPTIONS:

The City Council may:

1. Conduct a second reading and adopt Ordinance No. 1353 in the form it was introduced.
2. Direct staff to further revise Ordinance No. 1353 to incorporate changes and return for re-introduction at a future meeting. This restarts the two-readings process.

ATTACHMENTS:

[Santa Paula - Regular Ordinance re Successive Rent Increase Applications \(031826 CC Meeting -2ndRd\).docx](#)

ORDINANCE NO. 1353

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA AMENDING CHAPTER 152 (MOBILEHOMES AND MOBILE HOME PARKS) OF THE SANTA PAULA MUNICIPAL CODE TO REGULATE SUCCESSIVE RENT INCREASE APPLICATIONS, AND FINDING THE ORDINANCE IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

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

SECTION 1. Findings.

- A. By virtue of the police powers delegated to it by the California Constitution, the City of Santa Paula ("City") has the authority to enact regulations which promote the public health, safety, and general welfare of its residents, including the regulation of mobilehome space rents.
- B. The high cost of moving mobilehomes; the potential for damage resulting therefrom; the requirements relating to the installation of mobilehomes, including permits, landscaping and site preparation; the lack of alternative sites for mobilehome residents; and the substantial investment of homeowners in such homes severely restrict homeowners' ability to avoid excessive rent increases by relocating to another site.
- C. These conditions create an imbalance in bargaining power between mobilehome park owners and mobilehome homeowners that warrants reasonable regulation of space rents to prevent excessive increases while recognizing park owners' right to a fair return.
- D. Mobilehome parks in Santa Paula are an important source of long-term housing stability and affordable homeownership opportunities, particularly for seniors and residents on fixed or low incomes, and displacement from such housing can impose significant social and economic costs on affected residents and the Santa Paula community at large.
- E. The City's mobilehome park rent stabilization ordinance, codified at Santa Paula Municipal Code ("SPMC") Chapter 152 (the "Ordinance"), does not preclude a park owner from applying for successive rent increases immediately following a denial of an application seeking substantially the same relief based on substantially the same facts.

- F. The repetitive filing of such applications within short intervals destabilizes mobilehome residents by creating ongoing uncertainty regarding housing costs. Such uncertainty imposes indirect displacement pressure and undermines housing stability for Santa Paula mobilehome residents who are disproportionately low-income, senior, disabled, or on fixed incomes.
- G. Repeated hearings on substantially similar applications also impose significant and unanticipated burdens on staff time, consultants, and legal resources. These costs divert public funds from essential municipal services.
- H. Pursuant to the California Government Code Section 65863.7 and the City's police power, the City Council desires to enact clear procedural limitations that prevent the use of its administrative process in a manner detrimental to the public welfare while also balancing park owners' right to a fair return.

SECTION 2. A new Section 152.10.1 of Chapter 152 of Title XV of the Santa Paula Municipal Code is added to read as follows:

§ 152.10.1 SUCCESSIVE APPLICATIONS.

(A) A park owner may not apply for a rent increase within 12 months of a **final written decision, as defined in Code of Civil Procedure Section 1094.6**, denying a prior application which sought substantially the same relief based on substantially the same operative facts if one of the following applies:

- (1) The prior application was decided on the merits.
- (2) The decision to deny the prior application is under judicial review.

(B) No new application that meets the criteria of paragraph (A)(2) shall be filed or accepted while the judicial proceeding remains pending, starting from initial filing with the court and ending with the entry of final judgment.

(C) Notwithstanding subsections (A) and (B), a park owner may apply for a rent increase only if it is based upon a material change in circumstances arising after a decision on the prior application. The applicant shall bear the burden of demonstrating such material change.

(D) For purposes of this Section:

(1) An application is not "decided on the merits" when a decision is based solely on procedural grounds, including but not limited to incompleteness, failure to pay required fees, lack of jurisdiction, untimeliness, withdrawal by the applicant, or other procedural defect.

(2) "Final judgment" means a judgment of a court of competent jurisdiction that fully resolves the judicial proceeding and for which the time to seek further appellate or writ review has expired, or such review has been exhausted or waived.

(3) “Material change in circumstances” means a substantial change affecting a park owner’s entitlement to a just and reasonable return under this Chapter. A material change may include, without limitation: (1) a significant increase in reasonable and necessary operating expenses (which shall not include property taxes, change or transfer of ownership costs, any expenses related to the processing of any application, including judicial review of or legal challenge to any application or application-related decision of the Commission); (2) a significant decrease in gross income; or (3) a significant change in applicable laws, regulations, or governmental requirements that directly increases costs or reduces lawful revenues. The change must not have been known or reasonably foreseeable at the time of the prior application and must have occurred within 12 months following the prior decision. Increases to operating expenses due to regulatory increases in property taxes, including increases resulting from a change or transfer of ownership, shall be considered in an application submitted 12 months after the prior decision.

SECTION 3. Environmental Review. The City Council finds that adoption and implementation of this ordinance is not a “project” for purposes of the California Environmental Quality Act (CEQA), as that term is defined by CEQA guidelines (Guidelines) sections 15061(b)(3) and 15378(b)(5). The City Council also alternatively finds that the adoption and implementation of this ordinance is exempt from the provisions of CEQA as an administrative activity to modify rent application procedures that will not result in any direct or indirect physical change in the environment, per sections 15061(b)(3) and 15378(b)(5) of the CEQA Guidelines.

SECTION 4. Severability. Should any section, subsection, clause, or provision of this Ordinance for any reason be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality or the remaining portions of this Ordinance; it being hereby expressly declared and this Ordinance, and each section, subsection, sentence, clause, and phrase hereof would have been prepared, proposed, approved, and ratified irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phases be declared invalid or unconstitutional.

SECTION 5. Effective Date. This Ordinance shall become effective 30 days following adoption by the City Council.

SECTION 6. Prospective Effect. This ordinance shall only apply to applications filed after the effective date.

SECTION 7. Certification. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published or posted in the manner required by law.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2026.

Carlos Juarez, Mayor

ATTEST:

Julie Latshaw, City Clerk

APPROVED AS TO FORM:

Monica Castillo, City Attorney

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council Regular

From: Nicholle Azpera, Intern

Subject: UTILITY BOX ART PROJECT CRITERIA AND REQUIREMENTS

Date: March 18, 2026

Agenda Item: 11.B

RECOMMENDATION:

Staff recommends that the City Council:

1. Adopt, by motion, the City criteria and program requirements for the Utility Box Art Project being implemented in coordination with the Santa Paula Arte & Cultura Collective.

Presented by: Nicholle Azpera, Intern

BACKGROUND:

The Santa Paula Arte & Cultura Collective is a community-based organization focused on promoting arts and culture within the City of Santa Paula. According to the organization's mission, the Collective seeks to build a dynamic cultural landscape through the arts. Additionally, the Collective's vision is to build the community's diverse creative expressions by making the arts an increasingly vital and meaningful part of public life.

Consistent with this mission and vision, the Santa Paula Arte & Cultura Collective has proposed the implementation of a Utility Box Art Project to transform select utility boxes located throughout the City into public art installations. The project aims to beautify public infrastructure, celebrate local culture and creativity, and foster greater community engagement with the arts. Public art programs of this nature have been implemented in many cities throughout California as a way to enhance the visual environment, support local artists, and reduce graffiti through creative placemaking.

Through coordination with City staff, several City-owned electrical and signal control boxes located within the public right-of-way have been identified as potential sites for the project. These include traffic signal cabinets and electrical utility boxes located at various intersections and public areas throughout the City. The proposed program would allow artists, community members, students, and organizations to submit original design proposals for review prior to installation on approved infrastructure.

While the project is being organized and administered by the Santa Paula Arte & Cultura Collective, the artwork would be installed on City-owned infrastructure, which requires

coordination with the City to ensure that installations meet municipal standards related to public safety, infrastructure access, artwork appropriateness, and long-term maintenance.

To assist in guiding the project, staff has developed a set of program guidelines and criteria outlining potential requirements related to eligible infrastructure, design standards, application procedures, installation protocols, and maintenance responsibilities (see Exhibit A - Guidelines Criteria).

As part of the development of these draft guidelines, staff conducted research on similar utility box art programs implemented by neighboring jurisdictions, including the City of Ventura, City of Oxnard, City of Manhattan Beach, and the Ventura County Public Works Department. These programs similarly utilize utility boxes or traffic signal cabinets as opportunities for public art while establishing municipal guidelines related to artwork approval, installation standards, and maintenance responsibilities. The research conducted helped inform the development of the draft guidelines presented for Council consideration.

The purpose of this item is to present the concept and draft guidelines to the City Council and request direction on whether the City should establish formal criteria or requirements for the Utility Box Art Project being implemented on behalf of the Santa Paula Arte & Cultura Collective. Council direction will help determine the appropriate level of City oversight and standards prior to implementation of the project.

ANALYSIS:

Staff has prepared and presented draft guidelines, requirements, and criteria for the proposed Utility Box Art Project for City Council consideration. These draft guidelines are intended to provide a framework that would allow the Santa Paula Arte & Cultura Collective to coordinate and implement the project while ensuring that artwork placed on City-owned infrastructure aligns with municipal standards related to public safety, infrastructure protection, and community appropriateness.

The proposed criteria outlines several key program components, including eligible infrastructure, application and design submission requirements, artwork content standards, installation procedures, and maintenance responsibilities. Establishing these guidelines would help ensure that the project is implemented in a consistent and organized manner while protecting the City's infrastructure and maintaining operational access to utility boxes used by City departments.

The guidelines also help clarify the roles and responsibilities between the City of Santa Paula and the Santa Paula Arte & Cultura Collective. Under the proposed framework, the Collective would coordinate artist participation and assist in organizing the program, while the City would retain oversight regarding the use of City-owned infrastructure, approval of artwork designs, and compliance with applicable safety and operational standards.

Recommending adoption of guidelines to the City Council allows the Council to review the proposed framework and provide policy direction regarding whether the City should formally establish criteria or requirements for the Utility Box Art Project before it is implemented. Council may provide direction to approve the guidelines as presented, request modifications or additional requirements, or provide further guidance regarding the level of City oversight desired for the program.

The proposed program and draft guidelines also support broader community enhancement efforts consistent with the goals outlined in the City of Santa Paula Strategic Plan 2025–2027, which emphasizes strengthening community pride, enhancing the visual environment of the City, and supporting initiatives that contribute to a vibrant and welcoming community. Public art projects that incorporate local artists and reflect community culture can contribute to these objectives while improving the appearance of public infrastructure.

Council direction on the proposed guidelines and criteria will assist staff in determining the appropriate framework for moving forward with the Utility Box Art Project in coordination with the Santa Paula Arte & Cultura Collective. Establishing clear requirements at the outset will help ensure the program is implemented in a way that supports community creativity while maintaining the City’s responsibility to protect and manage public infrastructure.

Representatives from the Santa Paula Arte & Cultura Collective will be present to provide information regarding the proposed Utility Box Art Project and outline the program they intend to coordinate in partnership with the City.

STRATEGIC PLAN:

The request for City Council direction on whether the City should establish criteria or requirements for the proposed Utility Box Art Project aligns with several priorities identified in the City of Santa Paula Strategic Plan 2025–2027 under the Arts, Culture and Entertainment focus area.

Specifically, Strategic Priority E1: Public Art & Murals supports public art initiatives and encourages the City to pursue opportunities that expand arts-related programs within the community. The Strategic Plan also identifies collaboration between the City and the Santa Paula Arte & Cultura Collective as a potential strategy to advance public art efforts. The proposed Utility Box Art Project reflects this strategic priority by supporting the installation of public artwork on City-owned utility boxes in partnership with the Santa Paula Arte & Cultura Collective. Requesting Council direction on whether to establish criteria or requirements for the project helps ensure that the initiative is implemented in a structured and consistent manner while supporting the City’s broader goal of facilitating public art throughout the community.

Additionally, Strategic Priority E1 includes actions to support public art through funding, in-kind support, and partnerships that help move arts initiatives forward. Establishing criteria or program requirements for artwork placed on City-owned infrastructure may provide a framework that supports these efforts by outlining expectations, standards, and responsibilities for projects coordinated in partnership with community organizations.

By asking the City Council to consider whether the City should establish criteria or requirements for the Utility Box Art Project being coordinated by the Santa Paula Arte & Cultura Collective, the City is taking a step toward supporting the Strategic Plan’s goals of expanding public art opportunities, strengthening partnerships with local arts organizations, and enhancing the cultural and visual character of Santa Paula’s public spaces.

FISCAL IMPACTS:

There is no direct fiscal impact associated with the City Council’s consideration of whether to establish criteria or requirements for the Utility Box Art Project at this time.

The proposed Utility Box Art Project is being organized and coordinated by the Santa Paula Arte & Cultura Collective and is intended to utilize existing City-owned utility boxes as canvases for public art. Based on the information currently provided, project implementation, including artist coordination, design development, and painting of the utility boxes, would be facilitated by the Santa Paula Arte & Cultura Collective and participating artists.

Any potential future costs, including maintenance, repair, or restoration of utility boxes, would be addressed as needed through existing departmental resources or future Council direction. At this time, the item before the Council is limited to determining whether the City should establish criteria or requirements governing artwork on City-owned utility boxes as part of the proposed initiative.

OPTIONS:

City Council has the following options available:

1. Approve the establishment of criteria or requirements for the Utility Box Art Project to be implemented on City-owned utility boxes in partnership with the Santa Paula Arte & Cultura Collective.
2. Provide alternative direction to staff regarding the proposed Utility Box Art Project or the use of City-owned utility boxes for public art initiatives.

ATTACHMENTS:

[Exhibit A - Guidelines-Criteria_-_Utility_Box_Project.pdf](#)

City of Santa Paula Utility Box Project Criteria/Guidelines

1. Program Purpose

The City of Santa Paula Utility Box Art Program is designed to enhance the visual character of the community by transforming traffic signal cabinets, streetlight utility boxes, and similar infrastructure into works of public art. The program encourages participation from local artists, students, schools, organizations, and community members while promoting civic pride and cultural expression.

The program aims to:

- Beautify public infrastructure.
- Support local artists and creative expression.
- Reflect Santa Paula's cultural heritage and community identity.
- Reduce graffiti and vandalism through public art engagement.

This concept mirrors similar municipal art programs that encourage artists and community partners to transform utility boxes into public art installations.

2. Program Structure

The program allows individuals, groups, organizations, and sponsors to participate in one of the following ways:

Artists / Artist Teams

- Submit original design proposals for utility box artwork.
- Execute approved designs following city guidelines.

Sponsors / Patrons

- Financially sponsor a utility box art project.
- Sponsorship funds may support artist honoraria, supplies, plaques, and administrative costs.

Schools or Community Organizations

- Participate through student art projects or collaborative community designs.

Projects may be ongoing and applications may be accepted throughout the year depending on available locations.

3. Eligible Infrastructure

The City of Santa Paula Utility Box Art & Cabinet Adoption Program applies to City-owned infrastructure located within the public right-of-way. Eligible structures include infrastructure that can safely accommodate artistic treatments without interfering with operational or safety functions.

Eligible infrastructure may include:

- Traffic signal control cabinets
- Streetlight utility boxes
- Electrical control boxes
- Telecommunications cabinets
- Other City-approved infrastructure located within the public right-of-way

Only City-owned infrastructure may be approved for participation in the program. City departments will verify ownership prior to project approval.

City staff may mark approved boxes prior to installation to ensure accurate identification and avoid interference with maintenance operations.

Current Identified Eligible Locations

Based on coordination with City Public Works staff, the following City-owned electrical and signal boxes have been identified as eligible infrastructure locations for the program:

- Lucada Lane & Main Street
- Cameron Street & Main Street
- Peck Road & Main Street
- 8th Street & Santa Barbara Street
- Peck Road & Harvard Boulevard
- Steckel Road & Harvard Boulevard
- Palm Avenue & Harvard Boulevard
- 12th Street & Harvard Boulevard
- Craig Drive & Harvard Boulevard
- Olive Street & Harvard Boulevard
- 8th Street & Harvard Boulevard
- 10th Street & Ventura Street
- Veterans Park
- One utility box near the bus stop
- One utility box near 10th Street
- Palm Avenue & Main Street
- 12th Street & Harvard Boulevard
- 12th Street & Main Street

- 8th Street & Main Street
- Green Street Alley
- Ojai Street & Santa Barbara Street
- Oak Dale Street & Ojai Road

These locations were confirmed through coordination with City staff to ensure they are City-owned electrical boxes suitable for potential public art treatment.

The City reserves the right to:

- Add additional eligible infrastructure locations in the future
- Remove locations if operational needs require it
- Reassign proposed artwork locations to ensure public safety and infrastructure accessibility

Infrastructure Preparation and Marking

Prior to painting or installation:

- City staff may mark approved cabinets to indicate eligibility for painting.
- Marking may occur approximately one week prior to project implementation.
- Participants must coordinate with the City to confirm approved infrastructure before beginning any work.

4. Application Requirements

- Applicants must submit a completed program application including:
- Applicant name and contact information
- Artist or organization affiliation
- Proposed location or request for location assignment
- Color rendering or detailed concept of the proposed artwork
- Description of the design concept and meaning
- Identification of additional participating artists (if applicable)
- Photo of the proposed utility box location (if available)

Applications are reviewed by the City or an appointed committee to ensure design suitability and compliance with program guidelines.

5. Artwork Design Criteria

All submitted designs must comply with the following artistic standards:

Design Requirements

- Must be original artwork created by the applicant.

- Must be suitable for a public setting visible to all ages.
- Must consider the shape and function of the utility box.

Prohibited Content

Designs may NOT contain:

- Advertising or commercial promotion
- Political campaign messaging or partisan content
- Religious proselytizing
- Sexual or explicit imagery
- Hate speech or discriminatory imagery
- Negative or offensive imagery

These restrictions ensure public art reflects inclusive and community-appropriate themes.

6. Materials and Installation

Approved artists must comply with city guidelines regarding painting and installation:

- Properly prepare surfaces prior to painting.
- Avoid covering ventilation panels, locks, hinges, or identification numbers.
- Ensure safe access and minimal disruption to pedestrian or traffic areas.
- Follow all safety protocols while working in the public right-of-way.

7. Artist Compensation and sponsorship

Participation may occur through sponsorship or city-supported projects.

Possible funding structure:

- Sponsorship contribution to cover project expenses
- Artist honorarium for approved work
- Funding for materials and paint
- Program administration and signage

Sponsors may be acknowledged through a small plaque placed near the completed artwork identifying the artist and sponsor.

8. Liability and Safety Requirements

Participants must acknowledge and accept responsibility for their participation.

All artists, volunteers, and participants must:

- Accept responsibility for any work performed during the project.

Participants agree to hold the City harmless from claims or damages arising from program activities.

9. Permits and Compliance

Projects may require permits or approvals for work within the public right-of-way.

Participants must comply with:

- Applicable municipal codes
- Public works requirements
- Safety regulations for working near roadways

Failure to comply with permit conditions may result in revocation of authorization.

10. Maintenance and Program Responsibilities

Artists or sponsors may be responsible for maintaining the artwork for a specified period.

- Maintenance expectations may include:
- Touch-ups due to weathering
- Graffiti removal
- Maintaining the artwork in acceptable condition

If artwork becomes damaged or deteriorated, the City and/or Santa Paula Arte & Cultura Collective may require repair or removal.

11. Recognition

Completed utility box artworks may include:

- Artist name
- Sponsor name (if applicable)
- Program identification plaque

This provides public acknowledgment of the artist and community partners.

12. Program Administration

The City of Santa Paula may designate a third party or external entity to:

- Review applications
- Approve designs
- Coordinate installations
- Maintain program records
- Oversee public art standards

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council Regular

From: Fabian Castellon, Accountant

Subject: TRANSFER OF UNCLAIMED MONIES BACK TO GENERAL FUND
BALANCE

Date: March 18, 2026

Agenda Item: 11.C

RECOMMENDATION:

Staff recommends that the City Council (1) Adopt Resolution No. 7608 escheating monies to the City's General Fund, pursuant to Government Code §50053.

Presented by: Fabian Castellon, Accountant

BACKGROUND:

The City of Santa Paula is in possession of unclaimed monies in the amount of \$34,663.44. Sections §50050 – 50056 of the California Government Code prescribe the manner by which unclaimed money can become property of the City.

For any individual items over fifteen (\$15) dollars, the City must first have held the money for more than three years. After the three-year period, Section §50051 requires that potential claimants be notified that the City is holding certain sums of money, where the funds are being held, and that the money will become the property of the City.

Notification must occur through publication in the newspaper on two consecutive weeks. The transfer to the City must not occur less than 45 days or more than 65 days after the first publication. This notice was published in the Santa Paula Times on January 28th, 2026 and February 4th, 2026.

ANALYSIS:

There are 134 uncashed checks exceeding \$15.00 that have remained unclaimed for more than three years. These checks total \$34,663.44.

To date, 23 claims or verified complaints have been received. Staff is therefore requesting that the City Council approve Resolution 7608 recognizing the attached list of unclaimed monies as property of the City of Santa Paula and authorizing the transfer of said monies to the City's General Fund.

The above information is the most current and up to date as of March 11, 2026. The final deadline for any submitted claims is March 14th, 2026 (45 days after the first date of publication), after the production of this staff report. If any additional claims or changes occur between that date and the council meeting on March 18, 2026, staff will inform Council of the updated amounts at the Council meeting with an updated report, resolution and exhibit.

Note: There is one claim that has been removed after the publication of this staff report as the claimant was paid previously for Payroll activity through the Accounts Payable process, leaving an outstanding check that should not exist.

STRATEGIC PLAN:

This item is not a goal or objective in City Council's two-year Strategic Plan, however, the claim process has allowed residents, businesses and employees the notification and opportunity to receive monies owed. The unclaimed funds that are escheated will help supplement the General Fund and fund both current and future projects.

FISCAL IMPACTS:

The City has \$34,663.44 in unclaimed monies in stale dated checks. With Council approval, these funds would be transferred to the General Fund (100-4-7500-6100).

OPTIONS:

Staff recommends that the City Council (1) Adopt Resolution No. 7608 escheating monies to the City's General Fund, pursuant to Government Code §50053.

As an alternative to staff's recommendation, the City Council has the following options available:

- A. Deny the recommendation
- B. Provide staff with direction

ATTACHMENTS:

[Exhibit A List of Unclaimed Monies \(Checks\).pdf](#)
[Resolution No. 7608.pdf](#)

Check Activity 3 Years and Older

Outstanding Checks:

Item Date	Check Number	Description	Amount
03/05/2014	128400	GARCIA, ISABEL	\$ 16.00
04/17/2014	129123	HOPE, ALAN-VIRGINIA	\$ 15.05
05/15/2014	128973	NGUYEN, VANDY N	\$ 29.53
07/24/2014	300453	SEGURA, HENRY	\$ 107.94
08/21/2014	300860	VASQUEZ TRUST, ANTHO	\$ 29.00
10/02/2014	301273	MAGANA, FELIX	\$ 50.00
10/16/2014	301389	C.O.R. PLUMBING SUPPLIES	\$ 37.54
10/24/2014	301549	WARREN, DANIELLE NIC	\$ 45.61
11/25/2014	301957	LYONS, JOSEPH T	\$ 62.11
12/11/2014	302058	API CALIFORNIA COASTAL CHAPTER	\$ 550.00
04/02/2015	303449	FIVE STAR CONTAINER LLC	\$ 168.00
04/02/2015	303512	SOROPTIMIST INTERNATIONAL OF S	\$ 361.50
07/23/2015	304825	SMITH, JAYNE A	\$ 16.98
07/23/2015	304826	THOMAS, AARON M	\$ 117.88
09/03/2015	305317	JUAREZ, DARIO IGNACI	\$ 101.00
09/17/2015	305341	1-800 RADIATOR & A/C	\$ 129.00
10/15/2015	305798	ROCHA, CECILIA	\$ 128.49
11/17/2015	306119	LOPEZ, MARIO M	\$ 152.98
01/03/2016	310135	McDonalds-Not in List	\$ 217.00
03/03/2016	307360	AT&T MOBILITY	\$ 256.65
03/29/2016	307739	MC CARTHY & SONS	\$ 92.23
07/01/2016	308920	VENTURA COUNTY PROF F F A	\$ 3,431.69
07/07/2016	309069	FLORES, CELINA	\$ 21.00
08/03/2016	309360	JOBS AVAILABLE INC	\$ 351.00
08/18/2016	309524	MAGANA, MARIA G.	\$ 55.00
08/18/2016	309601	CLARK, DIANE M	\$ 70.17
09/01/2016	309714	FRIEDL, LAURA	\$ 428.00
09/15/2016	309908	SANTA PAULA CAR WASH	\$ 109.90
10/27/2016	310435	STRAUTMAN, DANIEL	\$ 80.00
10/27/2016	310461	OJEDA, GUILLERMO E.	\$ 68.69
10/27/2016	310462	SKOUSEN TRUST, ROSAR	\$ 211.90
11/22/2016	310691	NINO, RICHARD	\$ 87.30
12/08/2016	311006	SOLAR CITY - CAMARILLO WAREHOU	\$ 89.60
12/08/2016	311037	ALPUCHE, DARVY SR	\$ 228.27
12/08/2016	311041	HOWARD, ALEXIS	\$ 18.14
02/07/2017	311680	MANZANO, MARIA DE LA	\$ 60.51
04/03/2017	312416	GONZALEZ, RENATO	\$ 28.69
04/13/2017	312482	HARRIS, TIMOTHY	\$ 50.00
05/11/2017	312762	ALSTOT, VERN	\$ 37.68
06/08/2017	313186	TAYLOR, JOSEPH	\$ 857.50
06/30/2017	313480	TAYLOR, JOSEPH	\$ 60.00
07/06/2017	313525	GREENFIELD, ELIZABET	\$ 55.00
07/14/2017	145907	MCPHAIL, WILLIAM E	\$ 24.64
08/03/2017	313946	LUGO, ANA MARIA	\$ 34.06
08/17/2017	314002	BRAUN, GARY	\$ 50.00
08/17/2017	314096	TAYLOR, JOSEPH	\$ 165.00
10/06/2017	145993	MCPHAIL, WILLIAM E	\$ 49.27
10/12/2017	314725	CASTRO, FELICIA RICH	\$ 39.75
10/26/2017	314835	RILEY, MARY KATHERINE	\$ 166.00

10/26/2017	314852 TARGET SUPPLIES	\$	128.22
11/14/2017	315034 AREVALO, LUIS EDUARD	\$	58.31
11/21/2017	315144 BURNETT, ERIC	\$	303.00
01/04/2018	315639 TORREZ, TERRY	\$	127.89
01/12/2018	146067 MCPHAIL, WILLIAM E	\$	24.64
01/26/2018	146154 MARTINEZ, EDGAR I	\$	34.91
02/22/2018	316097 HERNANDEZ, BLANCA-SERGIO	\$	46.34
02/23/2018	146220 MAOKHAMPHIOU, PHONEKEO	\$	15.77
03/01/2018	316111 ALONZO, MATT	\$	54.00
03/29/2018	316631 TAYLOR, JOSEPH	\$	227.50
04/12/2018	316753 GATES, WYATT	\$	21.00
04/20/2018	146281 WHEELER, DAVID G	\$	596.87
04/26/2018	316864 ALAMEDA PRODUCTIONS	\$	196.50
05/04/2018	146295 MCPHAIL, WILLIAM E	\$	49.27
05/10/2018	317095 MCLEAN, STEVE	\$	60.32
07/05/2018	317780 HOEKSTRA, LISA	\$	20.00
08/10/2018	146458 CORNEJO, LYZETTE	\$	263.17
09/13/2018	318554 GATES, WYATT	\$	63.00
10/05/2018	146550 MCPHAIL, WILLIAM E	\$	98.55
11/20/2018	319278 HERNANDEZ, ELIZABETH	\$	20.00
11/20/2018	319317 RODRIGUEZ, DORA	\$	20.00
01/24/2019	319851 GATES, WYATT	\$	59.40
01/31/2019	319890 J & D HARVESTING INC	\$	23.17
01/31/2019	319924 RUIZ, RUBEN H	\$	27.30
01/31/2019	319931 SANTIAGO, ROSARIO C.	\$	65.00
03/14/2019	320458 RIVERA, CHRIS	\$	59.40
03/28/2019	320586 MORALES, JOSEPH	\$	99.00
04/11/2019	320710 HEREDIA, JESUS	\$	98.64
04/11/2019	320772 VENTURA COUNTY FIRE PROTECTION DISTRICT	\$	40.00
04/25/2019	320862 NEWEGG BUSINESS INC.	\$	87.57
04/25/2019	320873 RAMIREZ, HECTOR M	\$	19.80
05/09/2019	320970 LIGHT HOUSE, THE	\$	163.02
06/20/2019	321448 MILLER MANAGEMENT AND CONSULTING GROUP	\$	1,493.50
07/29/2019	322084 Krystine Degrande	\$	153.50
08/05/2019	321905 GATES, WYATT	\$	19.80
08/05/2019	321913 VALENCIA, NORMA	\$	20.00
09/09/2019	322263 Stephen C Dick	\$	80.38
09/09/2019	322267 Manuel Alejandro Macias	\$	27.45
09/26/2019	322676 Steven Jay Stroh	\$	28.23
09/26/2019	322682 Jose Anguiano	\$	297.86
11/27/2019	323218 Yolanda Robles	\$	37.73
11/27/2019	323223 Gabino Rocha	\$	75.08
01/02/2020	323394 AT&T	\$	142.11
01/02/2020	323428 HILLGRILLIES BBQ	\$	900.00
06/04/2020	324753 ALAMILLO, MARCOS	\$	25.85
06/04/2020	324764 BARRAZA, LUIS ANGEL	\$	25.85
06/04/2020	324783 DRYER, VINCENT	\$	25.85
06/04/2020	324797 FRUTOS, ADAM	\$	25.85
06/04/2020	324845 PAREDES JR., ALFREDO	\$	87.00
06/26/2020	147201 DUNKEL, AARON M	\$	98.55
06/26/2020	147204 VASQUEZ, ELYSSA N	\$	73.91
07/30/2020	325285 RAUL'S USA SMOG TEST ONLY CENTER	\$	106.75
07/30/2020	325312 TRESIERRAS BROTHERS CORPORATION	\$	82.51
09/24/2020	325825 ZAMORA, ELVA	\$	65.00

10/08/2020	325845 Rafael Valladolid	\$ 77.11
10/08/2020	325876 DEEP VODOO, LLC	\$ 1,591.60
10/08/2020	325948 Jeanette-Michae L Luckmann	\$ 45.52
12/03/2020	326365 COFFELT, JOHN	\$ 19.80
02/05/2021	147382 Vasquez, Elyssa N	\$ 73.91
02/11/2021	326935 DIAZ, KARINA	\$ 45.00
03/11/2021	327160 Ismael Contreras	\$ 22.63
03/25/2021	327325 H BOLTON COMPANY	\$ 38.97
04/08/2021	327472 PICKETT, WILLIAM	\$ 39.60
04/22/2021	327600 RUBBER NECK SIGNS	\$ 21.55
07/29/2021	328446 RUBBER NECK SIGNS	\$ 616.10
09/09/2021	328844 Peter Cross	\$ 78.75
09/17/2021	147506 Saucedo, Fatima	\$ 106.46
10/07/2021	329068 OCEGUEDA, LUZ	\$ 72.60
11/18/2021	329513 TRACTOR SUPPLY CO.	\$ 53.75
12/16/2021	329650 Vanessa-Daniel Isaac Black	\$ 37.43
02/10/2022	330162 Jane S Fultz Trust	\$ 506.62
03/10/2022	330336 CASTRO, PATRICIA	\$ 47.50
04/07/2022	330712 RUBBER NECK SIGNS	\$ 157.18
05/05/2022	330943 FRONTIER CA INC.	\$ 735.00
05/19/2022	331100 QUADIENT FINANCE USA, INC.	\$ 2,200.00
06/02/2022	331168 CHENNAULT, CHRIS	\$ 22.20
06/23/2022	331371 CALIFORNIA, STATE OF	\$ 1,776.44
07/14/2022	331494 Isidro A Magana	\$ 66.25
08/19/2022	147841 Bazan, Michelle	\$ 524.62
09/22/2022	332153 AUTMOW, LLC	\$ 950.00
09/30/2022	332263 ICMA RETIREMENT TRUST-457	\$ 6,900.77
10/06/2022	332334 ICC VENTURA REGION CHAPTER	\$ 300.00
10/14/2022	332396 JENNIFER REYES-MACIAS	\$ 300.00
12/01/2022	332751 Melissa J Torres	\$ 35.26
12/15/2022	332953 SHAH, KRISTEN MARIE	\$ 523.25

Total of Outstanding Checks that Qualify as Unclaimed Monies:	\$ 34,663.44
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RESOLUTION NO. 7608

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA ESTABLISHING UNCLAIMED MONIES BE RECOGNIZED AS PROPERTY OF THE CITY OF SANTA PAULA AND ORDERING ITS TRANSFER TO THE CITY'S GENERAL FUND PURSUANT TO CALIFORNIA GOVERNMENT CODE §50053.

SECTION 1: The attached Exhibit "A", which is incorporated by reference, lists monies held by the City of Santa Paula and unclaimed in a special fund(s) for more than three years.

SECTION 2: Proper notice to potential claimants was given at least forty-five days but not more than sixty days before March 14th, 2026 that if monies remained unclaimed they would become property of the City in accordance with Government Code §50051.

SECTION 3: The City processed all claims or verified complaints for such monies.

SECTION 4: In accordance with Government Code §50053, the unclaimed monies on the attached list in the total amount of \$34,663.44 is the property of the City of Santa Paula and may be transferred from the respective fund(s) to the General Fund's cash account.

SECTION 5: This Resolution becomes effective immediately upon adoption.

PASSED, APPROVED AND ADOPTED, this 18th day of March, 2026.

Carlos Juarez, Mayor

ATTEST:

Julie Latshaw, City Clerk

APPROVED AS TO FORM:

Monica Castillo, City Attorney

APPROVED AS TO CONTENT:

Dan Singer, City Manager

Exhibit A

Resolution No. 7608

List of Unclaimed Monies (Checks)

Check Activity 3 Years and Older

Outstanding Checks:

Item Date	Check Number	Description	Amount
03/05/2014	128400	GARCIA, ISABEL	\$ 16.00
04/17/2014	129123	HOPE, ALAN-VIRGINIA	\$ 15.05
05/15/2014	128973	NGUYEN, VANDY N	\$ 29.53
07/24/2014	300453	SEGURA, HENRY	\$ 107.94
08/21/2014	300860	VASQUEZ TRUST, ANTHO	\$ 29.00
10/02/2014	301273	MAGANA, FELIX	\$ 50.00
10/16/2014	301389	C.O.R. PLUMBING SUPPLIES	\$ 37.54
10/24/2014	301549	WARREN, DANIELLE NIC	\$ 45.61
11/25/2014	301957	LYONS, JOSEPH T	\$ 62.11
12/11/2014	302058	API CALIFORNIA COASTAL CHAPTER	\$ 550.00
04/02/2015	303449	FIVE STAR CONTAINER LLC	\$ 168.00
04/02/2015	303512	SOROPTIMIST INTERNATIONAL OF S	\$ 361.50
07/23/2015	304825	SMITH, JAYNE A	\$ 16.98
07/23/2015	304826	THOMAS, AARON M	\$ 117.88
09/03/2015	305317	JUAREZ, DARIO IGNACI	\$ 101.00
09/17/2015	305341	1-800 RADIATOR & A/C	\$ 129.00
10/15/2015	305798	ROCHA, CECILIA	\$ 128.49
11/17/2015	306119	LOPEZ, MARIO M	\$ 152.98
01/03/2016	310135	McDonalds-Not in List	\$ 217.00
03/03/2016	307360	AT&T MOBILITY	\$ 256.65
03/29/2016	307739	MC CARTHY & SONS	\$ 92.23
07/01/2016	308920	VENTURA COUNTY PROF F F A	\$ 3,431.69
07/07/2016	309069	FLORES, CELINA	\$ 21.00
08/03/2016	309360	JOBS AVAILABLE INC	\$ 351.00
08/18/2016	309524	MAGANA, MARIA G.	\$ 55.00
08/18/2016	309601	CLARK, DIANE M	\$ 70.17
09/01/2016	309714	FRIEDL, LAURA	\$ 428.00
09/15/2016	309908	SANTA PAULA CAR WASH	\$ 109.90
10/27/2016	310435	STRAUTMAN, DANIEL	\$ 80.00
10/27/2016	310461	OJEDA, GUILLERMO E.	\$ 68.69
10/27/2016	310462	SKOUSEN TRUST, ROSAR	\$ 211.90
11/22/2016	310691	NINO, RICHARD	\$ 87.30
12/08/2016	311006	SOLAR CITY - CAMARILLO WAREHOU	\$ 89.60
12/08/2016	311037	ALPUCHE, DARVY SR	\$ 228.27
12/08/2016	311041	HOWARD, ALEXIS	\$ 18.14
02/07/2017	311680	MANZANO, MARIA DE LA	\$ 60.51
04/03/2017	312416	GONZALEZ, RENATO	\$ 28.69
04/13/2017	312482	HARRIS, TIMOTHY	\$ 50.00
05/11/2017	312762	ALSTOT, VERN	\$ 37.68
06/08/2017	313186	TAYLOR, JOSEPH	\$ 857.50
06/30/2017	313480	TAYLOR, JOSEPH	\$ 60.00
07/06/2017	313525	GREENFIELD, ELIZABET	\$ 55.00
07/14/2017	145907	MCPHAIL, WILLIAM E	\$ 24.64
08/03/2017	313946	LUGO, ANA MARIA	\$ 34.06
08/17/2017	314002	BRAUN, GARY	\$ 50.00
08/17/2017	314096	TAYLOR, JOSEPH	\$ 165.00
10/06/2017	145993	MCPHAIL, WILLIAM E	\$ 49.27
10/12/2017	314725	CASTRO, FELICIA RICH	\$ 39.75
10/26/2017	314835	RILEY, MARY KATHERINE	\$ 166.00

10/26/2017	314852 TARGET SUPPLIES	\$	128.22
11/14/2017	315034 AREVALO, LUIS EDUARD	\$	58.31
11/21/2017	315144 BURNETT, ERIC	\$	303.00
01/04/2018	315639 TORREZ, TERRY	\$	127.89
01/12/2018	146067 MCPHAIL, WILLIAM E	\$	24.64
01/26/2018	146154 MARTINEZ, EDGAR I	\$	34.91
02/22/2018	316097 HERNANDEZ, BLANCA-SERGIO	\$	46.34
02/23/2018	146220 MAOKHAMPHIOU, PHONEKEO	\$	15.77
03/01/2018	316111 ALONZO, MATT	\$	54.00
03/29/2018	316631 TAYLOR, JOSEPH	\$	227.50
04/12/2018	316753 GATES, WYATT	\$	21.00
04/20/2018	146281 WHEELER, DAVID G	\$	596.87
04/26/2018	316864 ALAMEDA PRODUCTIONS	\$	196.50
05/04/2018	146295 MCPHAIL, WILLIAM E	\$	49.27
05/10/2018	317095 MCLEAN, STEVE	\$	60.32
07/05/2018	317780 HOEKSTRA, LISA	\$	20.00
08/10/2018	146458 CORNEJO, LYZETTE	\$	263.17
09/13/2018	318554 GATES, WYATT	\$	63.00
10/05/2018	146550 MCPHAIL, WILLIAM E	\$	98.55
11/20/2018	319278 HERNANDEZ, ELIZABETH	\$	20.00
11/20/2018	319317 RODRIGUEZ, DORA	\$	20.00
01/24/2019	319851 GATES, WYATT	\$	59.40
01/31/2019	319890 J & D HARVESTING INC	\$	23.17
01/31/2019	319924 RUIZ, RUBEN H	\$	27.30
01/31/2019	319931 SANTIAGO, ROSARIO C.	\$	65.00
03/14/2019	320458 RIVERA, CHRIS	\$	59.40
03/28/2019	320586 MORALES, JOSEPH	\$	99.00
04/11/2019	320710 HEREDIA, JESUS	\$	98.64
04/11/2019	320772 VENTURA COUNTY FIRE PROTECTION DISTRICT	\$	40.00
04/25/2019	320862 NEWEGG BUSINESS INC.	\$	87.57
04/25/2019	320873 RAMIREZ, HECTOR M	\$	19.80
05/09/2019	320970 LIGHT HOUSE, THE	\$	163.02
06/20/2019	321448 MILLER MANAGEMENT AND CONSULTING GROUP	\$	1,493.50
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Total of Outstanding Checks that Qualify as Unclaimed Monies:	\$ 34,663.44
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**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council Regular

From: Dan Singer, City Manager

Subject: FUTURE AGENDA ITEMS

Date: March 18, 2026

Agenda Item: 12.A

RECOMMENDATION:

Staff recommends City Council review future agenda items.

BACKGROUND:

The attached Future Agenda Items forecast (Attachment A) identifies anticipated agenda items for upcoming Council meetings as well as Study Session topics and long-range discussion items. Placing this forecast on the agenda affords the Council and the public the opportunity to discuss such topics and to make any recommendations. It should be noted this is only a forecast and may change over the course of time or based on feedback by the Mayor and City Manager during review of future agendas.

ANALYSIS:

In accordance with the Council's adopted Manual of Procedural Guidelines, Section 5.1, Councilmember Chavez has introduced new requests (see Attachments B). Council is provided the opportunity to review these requests and discuss placing them on a future agenda or taking other appropriate action. Staff and the City Attorney will be available to answer questions posed by the Council as it considers whether to agendaize the requests and weigh priorities.

STRATEGIC PLAN:

FISCAL IMPACTS:

OPTIONS:

ATTACHMENTS:

[04.1.2026_Future_Agenda_Items_\(Attachment A\).pdf](#)

[Exhibit B - Council Agenda Request Form_Study Session SP Growth.pdf](#)



Santa Paula City Council Tentative Agenda Schedule

Activities associated with the Council's Strategic Plan*

	Special Meeting April 1st - 4:30pm	
Study Session	Fagan Barranca and Sports Park Conceptual Plan	
	Regular Meeting April 1st - 6:30	
Fire	Ventura County Fire Department Report	
Admin	National Fair Housing Month – Proclamation	
CDD	REC License Agreement	
P&R	SP Historical Society St. Francis Dam Project	
P&R	Youth Sports Agreement with SPUUSD	
P&R	Cruise Night & Parade MOU's	
	Special Meeting April 6th - 6:30pm	
Admin	Discussion on Cannabis Ballot Measure	
	Regular Meeting April 15th - 6:30pm	
Admin	Interface Children & Family Services	
Admin	Arts, Culture & Creativity Month Proclamation	
CDD	Athens Rate Adjustment Request	
CDD	REC License Agreement	
P&R	Arbor Day Proclamation	
PD	2025 Military Equipment Review	
	STUDY SESSION TOPICS	
Admin	No Smoking Ordinance	2 nd Qtr.
Admin	Employee Engagement Survey	2 nd Qtr.
Finance	Development Impact Fees (DIF)*	2 nd Qtr.
CDD	Use of Triangle Property on Housing	TBD
CDD	Mobile Home Rent Control Ordinance Workshop	April
PD & Legal	Electric Bike/Scooter Ordinance Options	2 nd Qtr.
	FUTURE AGENDA ITEMS	
CDD	Central Business District Live Entertainment Ord 1339	TBD
Legal	Fire MOU Amendment for Station 26	TBD
CDD	Downtown Vacancies Ordinance	1 st Qtr.
CDD	Downtown Parking Inventory and Options*	TBD
PW	Water & Sewer Rate Study	2 nd Qtr.
CDD	Gateway Shopping Center CUP	2 nd Qtr.
CDD	Remnant Parcel Annexation	2 nd Qtr.
Admin	Grant Application Status Report	2 nd Qtr.

Agenda Request Form

For Council Discussion Purposes

Name: Council Member Pedro Chavez	Proposed Meeting Date: TBD	Date: March 2, 2026
Type: Recognition _____ Proclamation _____ Policy _____ Resolution _____ Ordinance _____ Other Study Session _____		
Title: Study Session on the Impact of Growth in Santa Paula		
General Description: With the unprecedented growth in Santa Paula and the expansion of housing opportunities for individuals and families, I respectfully request that a study session be held to proactively assess the impact of this growth on existing infrastructure, as well as its effects on traffic and public safety.		
Purpose / Objective: To proactively evaluate the impacts of Santa Paula's unprecedented growth and expanding housing development on the city's existing infrastructure, traffic flow, and public safety. To conduct a study session that provides data, analysis, and recommendations to ensure infrastructure capacity, traffic management, and safety measures keep pace with the current and future growth. This is also an opportunity to provide public education the community.		
Staff Use Only		
Est. Fiscal Impact: \$ <u>N/a</u>	Budgeted: Yes ☒ No ☐	Est. Time Impact: 4-6 hours of prep time
Anticipated Start Date: Spring 2026	Anticipated Completion Date: Spring/Summer 2026	
Strat Plan Consistency? Not directly	Gen Plan or SPMC Consistency? Yes	
Assigned to (Department): Community Development & Public Works	Assigned to (Person): James Mason & Dale Goodman	
Committee Assignment: N/A		