

City of Santa Paula

City Council

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



CITY COUNCIL REGULAR MEETING OF THE SANTA PAULA CITY COUNCIL

WEDNESDAY, DECEMBER 18, 2024

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.

REGULAR MATTERS - COUNCIL CHAMBERS

1. CALL TO ORDER

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

2. INVOCATION

3. FLAG SALUTE

4. ROLL CALL

5. PUBLIC COMMENT

At this time, members of the public may comment on any item not appearing on the agenda that is within the subject-matter jurisdiction of the City Council. A Public Comment Form must be submitted to the City Clerk prior to the beginning of the Public Comment period in order to be recognized to speak. Individuals submitting Public Comment Forms after the beginning of the Public Comment period will not be allowed to speak at this time, but may be recognized to speak by the Mayor at the conclusion of the meeting. Individual Councilmembers may briefly respond to Public Comments or ask questions for clarification. The City Council may direct 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.

6. PRESENTATIONS

6.A RECOGNITION FOR STEVE LAZENBY

6.B **ACCESSORY DWELLING UNIT (ADU) STANDARD PLAN PROGRAM RECOMMENDATION:**

That the City Council receive and file the report.

6.C PUBLIC WORKS DEPARTMENT ACTIVITY REPORT JULY - DECEMBER 2024

RECOMMENDATION:

Staff recommends that the City Council:

Receive and file the Public Works Department Report for July – December 2024.

Presented by: Dale Goodman, Public Works Director

7. **CITY COUNCIL REPORTS**

8. **CITY MANAGER REPORTS**

9. **CONSENT CALENDAR**

Background information has been provided to the City Council on all matters listed under the Consent Calendar and these items are considered to be routine by the City Council and are normally approved by one motion. If discussion is requested by a Councilmember on any item, or a member of the public wishes to comment on an item, that item may be removed from the Consent Calendar for separate action.

9.A **NOVEMBER 2024 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 November 2024, starting check number 339080 and ending check number 339343.
2. Review and accept the "Certification of Salaries" for the pay period ending dates November 1st, 2024, through November 15th, 2024.

9.B **PROFESSIONAL SERVICES AGREEMENT FOR COMPENSATION STUDY**

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute a Professional Services Agreement with HR Dynamics & Performance Management substantially in the form attached to this report to conduct a compensation study not to exceed \$55,000.00.

9.C **STORM WATER CATCH BASIN TRASH EXCLUDER PROJECT BUDGET ADJUSTMENT**

RECOMMENDATION:

Staff recommends that the City Council:

1. Approve a budget allocation of \$100,000 to account 206-5-9353-206 to fund the Catch Basin Excluder Contract using Stormwater Franchise Fees.

9.D **MEASURE R - CALIFORNIA DEPARTMENT OF TAX AND FEE**

ADMINISTRATION (CDTFA) AGREEMENTS FOR COLLECTION OF TRANSACTION AND USE TAX

RECOMMENDATION:

Staff recommends City Council:

1. Adopt Resolution No. 7553, authorizing the City Manager to execute agreements with the California Department of Tax and Fee Administration (CDTFA) for Implementation of a Local Transaction and Use Tax.
2. Adopt Resolution No. 7554, authorizing Examination of Sales or Transactions and Use Tax Records.
3. Authorize the City Manager, or designee, to take any and all other actions as may be necessary for implementation and administration of the transactions and use tax with the CFDTA.

Prepared by: Jonathan Royas, Deputy City Manager

9.E TERMINATION OF LOCAL EMERGENCY DECLARED IN RESPONSE TO THE MOUNTAIN FIRE

RECOMMENDATION:

Staff recommends that the City Council:

1. Adopt Resolution No. 7552 terminating the local emergency declared in response to the Mountain Fire.

9.F AMENDMENT NO. 6 TO THE PROFESSIONAL SERVICE AGREEMENT WITH MNS ENGINEERS FOR THE MESA TANKS REPLACEMENT PROJECT.

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute Amendment No. 6 to the Professional Services Agreement with MNS Engineers, Inc. (MNS).

9.G PURCHASE OF FORD F150 LIGHTNING EV TO COMPLY WITH CARB ADVANCED CLEAN FLEETS REGULATIONS

RECOMMENDATION:

Staff recommends that the City Council:

1. Consent to entering into a contract for a 2024 Ford F150 Lightning EV offered through a cooperative purchasing program.
2. Authorize the purchase of a 2024 Ford F150 Lightning EV in an amount not to exceed \$80,000.
3. Allocate \$39,000 for the additional amount needed to cover the purchase as noted in the fiscal impacts section.

9.H EXPENDITURE PLAN FOR THE FY 24/25 SUPPLEMENTAL LAW ENFORCEMENT SERVICES ACCOUNT

RECOMMENDATION:

Staff recommends that the City Council:

1. Approve the recommended Expenditure Plan appropriating the Supplemental Law Enforcement Services Account (SLESA) funds for the FY 2024-2025 allocation and
2. Allocate an additional \$34,663.46 in revenues and expenditure allocations as noted in the fiscal impact section to account for the unexpected growth revenue.

10. ACTION ITEMS

10.A **APPOINTMENT TO THE MEASURE T OVERSIGHT COMMITTEE**

RECOMMENDATION:

Staff Recommends that the City Council:

1. Appoint one applicant to the Measure T Oversight Committee.

Presented by: Julie Latshaw, City Clerk

10.B **APPOINTMENTS TO THE MAYOR'S STANDING AND AD HOC COMMITTEES**

RECOMMENDATION:

Staff recommends that the City Council:

- a) Consider appointments to the Mayor's Standing and Ad Hoc Committees and review appointments to Regional and State boards, committees and commissions. The Mayor may ratify appointments to these committees.
- b) Consider any modifications to the current list of committees.

Presented by: Dan Singer, City Manager

10.C **ADOPTION OF 2025 COUNCIL MEETING CALENDAR**

RECOMMENDATION:

Staff recommends that the City Council:

1. Review the proposed City Council Meeting calendar for 2025 and consider the cancellation or rescheduling of various regular meetings throughout the year.
2. Authorize the closure of City facilities between the Christmas and New Year's Holidays, December 24, 2025 through January 2, 2026.

Presented by: Dan Singer, City Manager

10.D **AGREEMENT WITH ZENCITY TECHNOLOGIES US, INC.**

RECOMMENDATION:

Staff recommends City Council:

1. Waive formal bidding requirements for the purchase of a public relations analytics platform from ZenCity Technologies U.S. Inc., for a one-year

period because it is "required" and "desirable" due to the substantial time-limited discount.

2. Authorize the City Manager to execute an agreement with ZenCity Technologies US, Inc., for one year, at a rate of \$12,000.

Presented by: Jonathan Royas, Deputy City Manager

11. ITEMS FOR FUTURE AGENDAS

11.A **FUTURE AGENDA ITEMS**

RECOMMENDATION:

Staff recommends City Council review future agenda items.

12. 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

From: James Mason, Community & Economic Development Director

Subject: ACCESSORY DWELLING UNIT (ADU) STANDARD PLAN PROGRAM

Date: December 18, 2024

Agenda Item: 6.B

RECOMMENDATION:

That the City Council receive and file the report.

BACKGROUND:

AB 1332, passed in 2023, focuses on streamlining the approval process for Accessory Dwelling Units (ADUs) through a standardized preapproval program. By January 1, 2025, all local agencies must implement programs to preapprove ADU plans. Key requirements of the legislation include:

- Authorizing the local agency to charge a fee to an applicant for the preapproval of an ADU plan.
- Requiring the local agency to post preapproved ADU plans on the City's website.
- Requiring the local agency to either approve or deny an application for a detached ADU within 30 days.

The program aims to reduce permitting delays, provide clarity for homeowners and designers, and facilitate the construction of ADUs to address California's housing needs while maintaining local government oversight.

ANALYSIS:

The city's Chief Building Official has developed templates for five ADU plan types that will be uploaded to the city's website. These standardized plans will provide the applicant with a pathway to expedited plan approval. The main objective of the program is to provide homeowners options for preapproved ADU plans to help simplify, expedite, and reduce the overall cost of design and permitting for ADUs.

Standard plans are construction plans that have been preapproved by the City. As such, interested designers/architects can also submit standard plans for review and approval to be placed on the City's website (standard plan check fees apply along with the designer/architect's fees). Plans submitted by a designer or architect will be reviewed for compliance with the California Building Code.

The five presented plans will be uploaded to the City's website by December 31, 2024 and will remain on the City's dedicated ADU webpage until December 31, 2025, when the current building codes expire. Revisions to the plans will be provided as required by any future building code updates.

STRATEGIC PLAN:

The provision of standardized plans for ADUs is in alignment with the City Council Strategic Goal of Operational Excellence. These plans will provide the community with excellent service, reduced time and reduced cost through the streamlining of the ADU application and plan review processes.

FISCAL IMPACTS:

As required by AB1332, the implementation of standardized plans for ADUs will create efficiencies in the plan review process that will result in a reduction in Planning and Building plan check fees. The reduction in fees collected will be approximately \$2,000 per unit. As a point of reference, in the calendar year 2024 the department has so far issued permits for 38 ADUs. Pursuant to the legislation, we will include a minimum charge for the standard plan preapproval in the future revised Master Fee Schedule to ensure cost recovery.

OPTIONS:

ATTACHMENTS:

[Item 6B ADU Standard Plans_12-18-2024.pdf](#)



Santa Paula
Citrus Capital of the World

COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

ACCESSORY DWELLING UNIT (ADU) STANDARD PLANS PROGRAM

– DECEMBER 18, 2024



OVERVIEW

- AB 1332
- Key Program Information
- Overview of 5 Accessory Dwelling Unit (ADU) Prototypes
- Questions?

AB 1332

- This bill would require each local agency, by January 1, 2025, to develop a program for the preapproval of accessory dwelling unit (ADU) plans.
- The bill would authorize a local agency to charge a fee to an applicant for the preapproval of an ADU plan.
- The bill would require the local agency to post preapproved ADU plans on the City's website.
- The bill would require a local agency to either approve or deny an application for a detached ADU within 30 days.



KEY PROGRAM INFORMATION

- Program goal is to provide homeowners options for pre-approved ADU plans to help simplify, expedite and reduce the overall cost of design and permitting for ADUs.
- What are Standard Plans? Construction plans that have been pre-approved by the City or local jurisdiction.
- City would like to offer pre-approved ADU plans for its 5 ADU prototypes.
- Approved plans will be featured on the City's ADU webpage.
- Interested designers/architects can submit plans for review and placed on the City's website (standard plan check fees apply along with the designer/architect's fees)

- A designer may design an ADU.
- Submitted plans will be reviewed for compliance with the California Building Code.
- Approved plans will remain on the City's dedicated ADU webpage until December 31, 2025, when the current building codes expire.
- City would like to have ADU plans available to the public as soon as possible.



Santa Paula
Citrus Capital of the World

COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

OVERVIEW OF 5 ADU PROTOTYPES

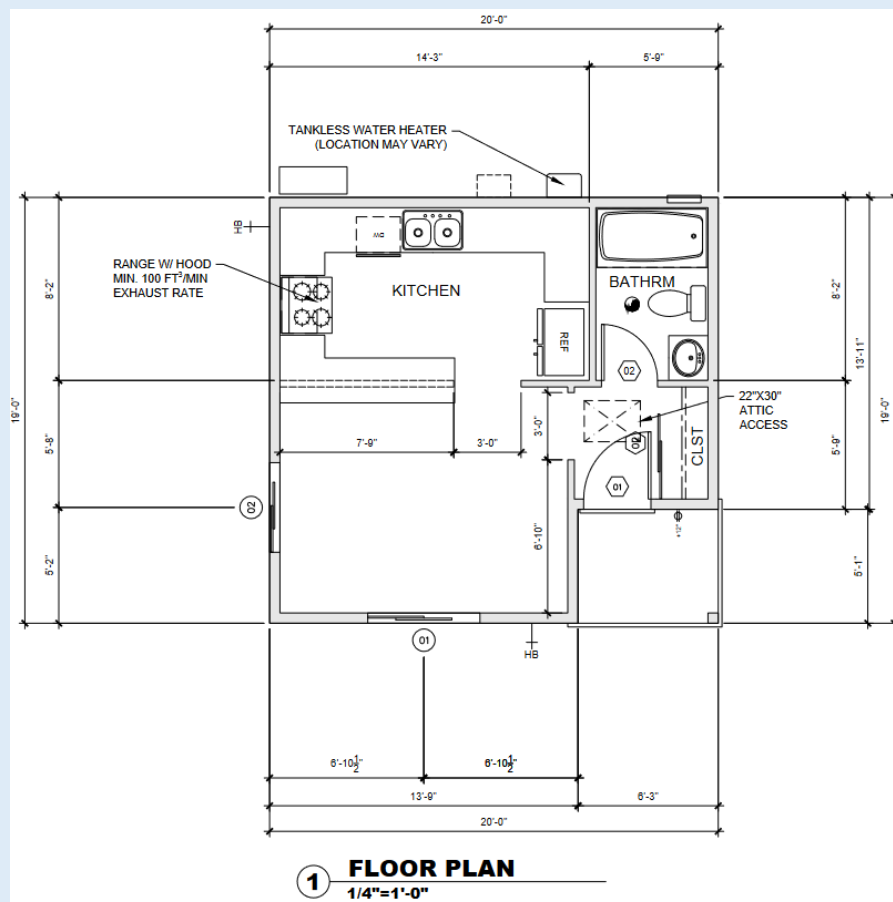
A350 STUDIO



SLAB ON GRADE DESIGN



RAISED FOUNDATION DESIGN





Santa Paula
Citrus Capital of the World

COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

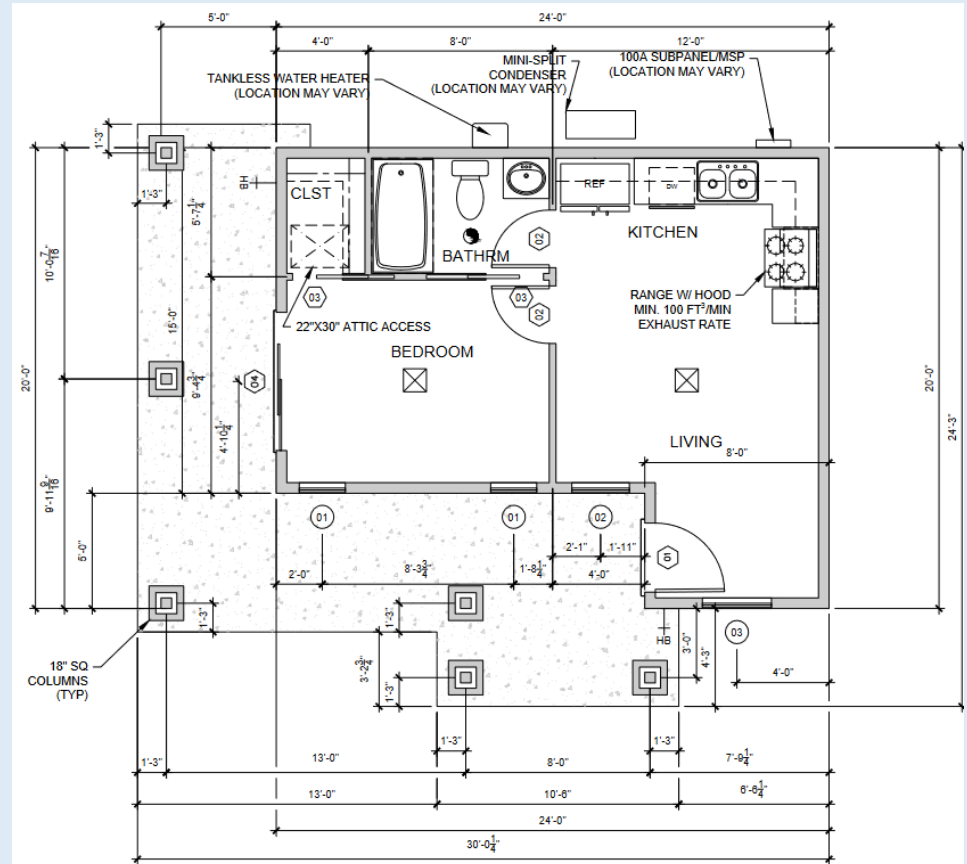
A400 CRAFTSMAN



SLAB ON GRADE DESIGN



RAISED FOUNDATION DESIGN



1 FLOOR PLAN
1/4"=1'-0"

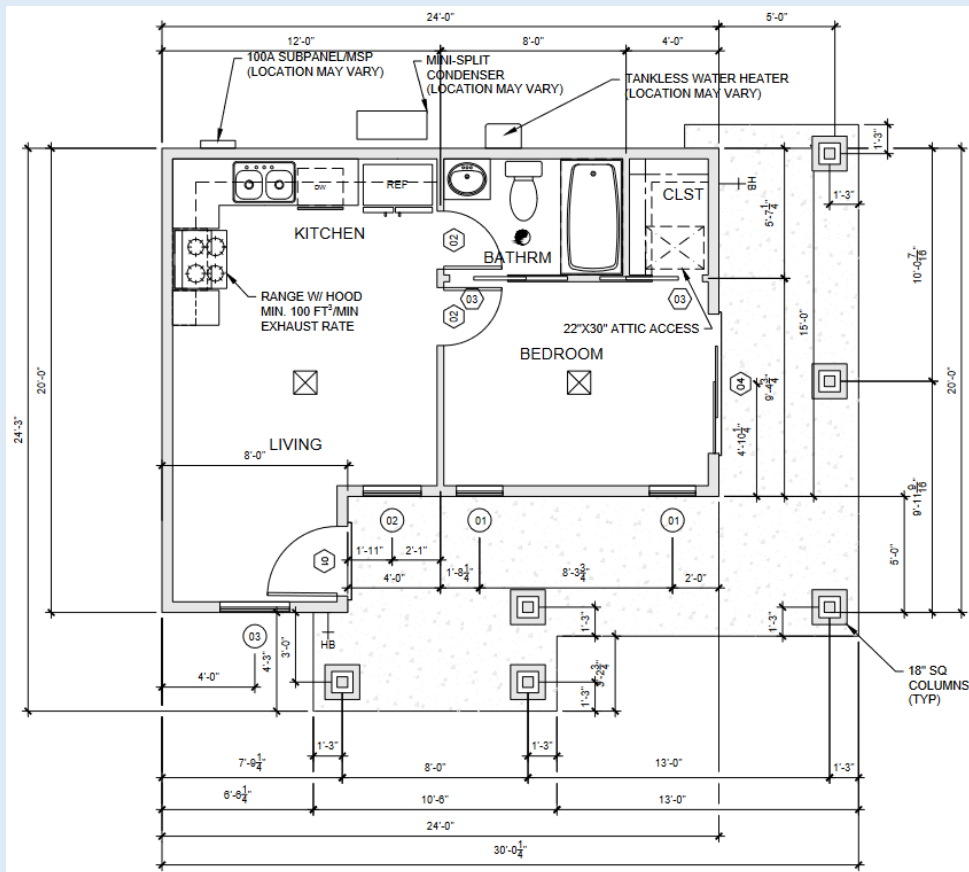
A400R CRAFTSMAN



SLAB ON GRADE DESIGN

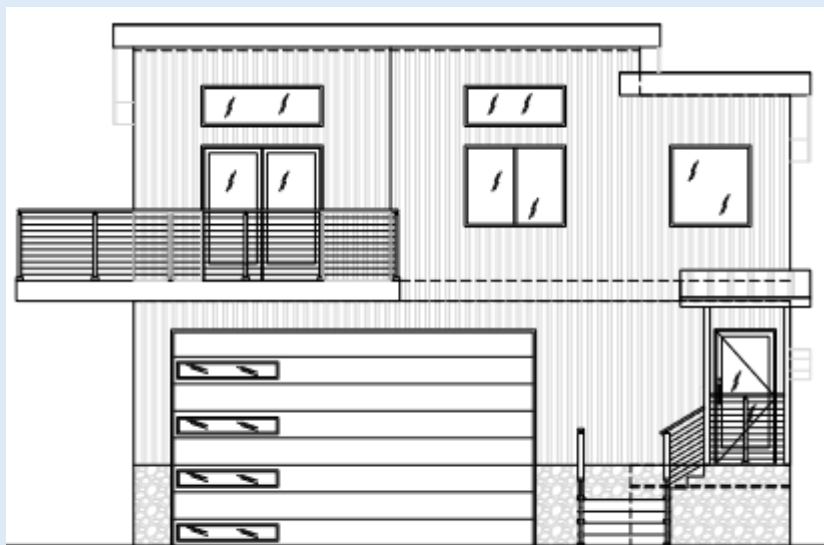


RAISED FOUNDATION DESIGN

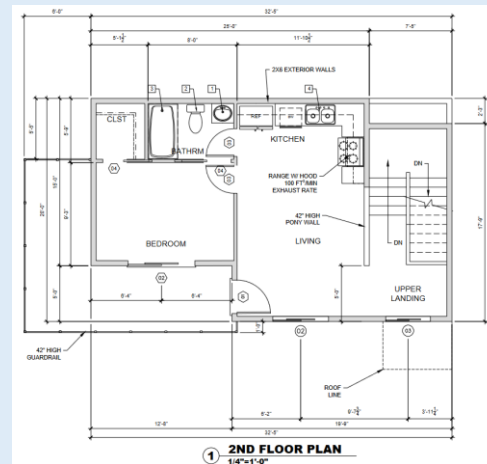
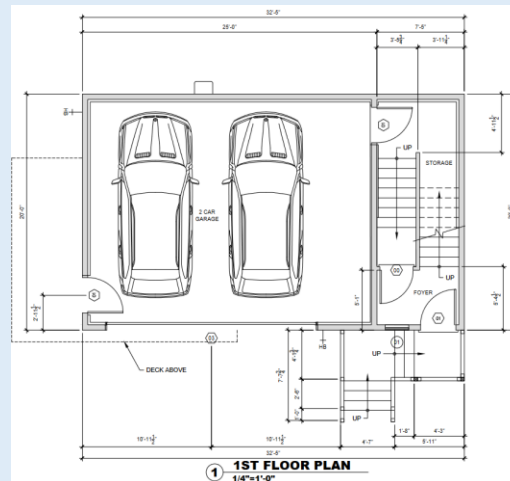


1 FLOOR PLAN
1/4"=1'-0"

AG436 W/GARAGE



ADU WITH GARAGE



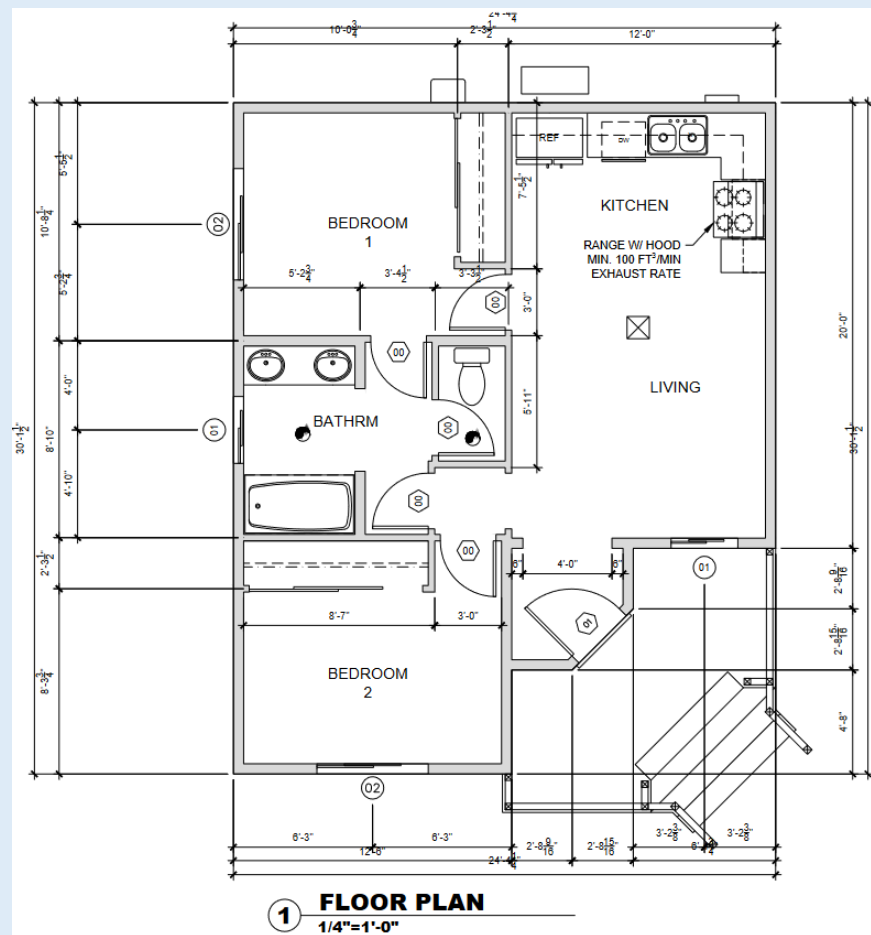
A640 CONTEMPORARY



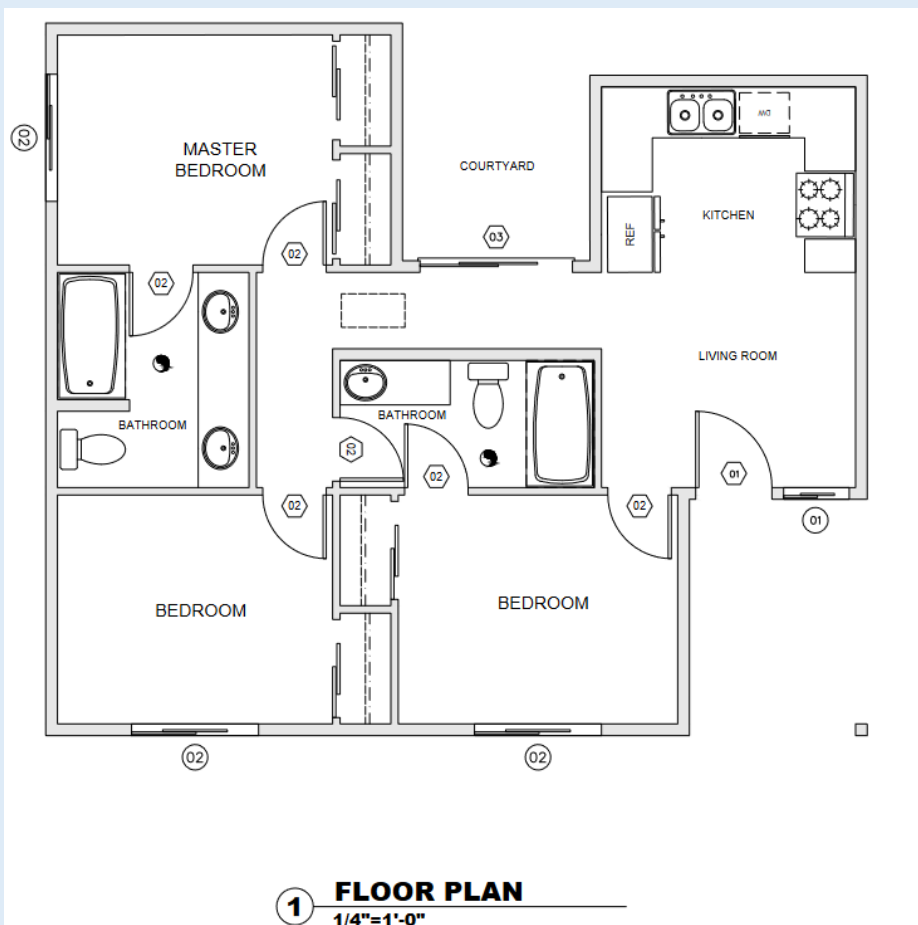
SLAB ON GRADE DESIGN



SLAB ON GRADE DESIGN



A750 CONTEMPORARY





Santa Paula
Citrus Capital of the World

COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

Any Questions?

– DECEMBER 18, 2024

CITY OF SANTA PAULA
MEMORANDUM

To: Honorable Mayor and Members of the City Council
From: Dale Goodman, Director of Public Works
Subject: PUBLIC WORKS DEPARTMENT ACTIVITY STATUS REPORT
JULY – DECEMBER 2024
Date: December 18, 2024

RECOMMENDATION:

Staff recommends that the City Council:

Receive and file the Public Works Department Report for July – December 2024.

Presented by: Dale Goodman, Director of Public Works

PUBLIC WORKS DEPARTMENT STAFFING

a. Staffing and Oversight Notes:

i. Employee Compensation Study: This study is scheduled for Spring 2025 and should identify competitive salary ranges for critically needed, augmented/vacant positions. If these positions cannot be filled in the near future, or should the compensation study recommend competitive salaries that create compression issues or cannot be established due to insufficient funding, then the Department will have to continue utilizing augmented staff that are only on site one to two days each week.

ii. As Director, I supervise the day-to-day operation of all Administration staff and Contract Administration for all outsourced Wastewater [Water Recycling Facility (WRF) and Wastewater Collection System (WCS) engineering and O&M] and City Engineering (CIP, Encroachment Permit Engineering, and Land Development Engineering, etc.).

b. Public Works Department Organizational Structure - Status of all current positions.

i. PUBLIC WORKS ADMINISTRATION (4.0 FTE)

1. Public Works Director:	Dale Goodman
2. Administrative Analyst II:	Ruth Juanes
3. Administrative Analyst I:	Andrew Sumanting
4. Administrative Analyst I:	Isaiah Williams

ii. GENERAL ENGINEERING / STREETS (8.0 FTE)

- | | |
|---|----------------|
| 1. Assistant PWD/City Engineer: | VACANT |
| 2. Associate Engineer (Land Development): | VACANT |
| 3. Permit Technician PW: | Noel Medina |
| 4. Street Maintenance Lead Worker: | Joe Byrum |
| 5. Street Maintenance Worker II: | Alex Hernandez |
| 6. Street Maintenance Worker II: | Juvenal Munoz |
| 7. Street Maintenance Worker II: | Leo Estrada |
| 8. Street Maintenance Worker I: | Alex Cadena |

iii. SOLID WASTE CONTRACT / ENERGY EFFICIENCY / STORMWATER (1.0 FTE)

- | | |
|------------------------|-----------------|
| 1. Management Analyst: | Bruce Belluschi |
|------------------------|-----------------|

iv. WATER DIVISION (13.0 FTE)

- | | |
|-------------------------------------|-------------------|
| 1. Water Operations Superintendent: | Frank Almazan |
| 2. Water System Operator IV: | VACANT |
| 3. Water System Operator IV: | Nick Lane |
| 4. Water System Operator III: | Jacob Tapp |
| 5. Water System Operator II: | Frank Michl |
| 6. Water System Operator II: | Isaac Calderon |
| 7. Water System Operator I: | Anthony Zamora |
| 8. Water System Operator I: | John Zavala |
| 9. Water System Operator I: | Alejandro Minero |
| 10. Water System Operator I: | VACANT |
| 11. Water System Operator I: | Albert Viramontes |
| 12. Water Distribution Operator II: | Tim Martinez |
| 13. Water Distribution Operator II: | Joe Dugas |

iv. FLEET MAINTENANCE (3.0 FTE)

- | | |
|----------------------------------|-----------------|
| 1. Fleet Maintenance Supervisor: | Darin Howard |
| 2. Mechanic II: | Sergio Guerrero |
| 3. Mechanic II: | Jose Morales |

v. WASTEWATER TREATMENT (Contracted - MKN & Associates and VRSD)

- | |
|--|
| 1. MKN & Associates - Contracted engineering consultant |
| 2. Ventura Regional Sanitation District – Contracted WRF/WCS O&M |

DEPARTMENT ACTIVITIES AND CAPITAL IMPROVEMENT PROGRAM

WRF CDO COMPLIANCE & ADVANCED WATER TREATMENT FACILITY CONSTRUCTION
BACKGROUND: The Water Recycling Facility (WRF) was completed in 2010 and operates under a permit from the Los Angeles Regional Water Quality Control Board (LARWQCB) to discharge

treated wastewater. The permit was amended in May 2022 (Waste Discharge Requirements R4-2018-0022-A1). The permit requires that chloride concentration in the effluent discharge be less than 110 milligrams per liter (mg/L) to meet a groundwater quality objective of 110 mg/L. Historically, the discharge has exceeded this limit, and the City received a Cease and Desist Order (CDO) for the WRF in February 2018 (CDO R4-2018-0023-A1, amended in May 2022) requiring the discharge be brought into compliance. The CDO allows ten years for the City to achieve full compliance with the effluent chloride limit by February 8, 2028.

KEY CONSULTANT STAFF: Michael Nunley (MKN), Eileen Shields (MKN), Becca Bugielski (MKN), Betsy Elzufon (LWA), Pete Chartier (VRSD, Chief Plant Operator), Richard Jones (VRSD, Operations Director)

ACTIVITY: Work is continuing on implementing the requirements of the Water Recycling Facility (WRF) Cease & Desist Order (CDO) and Water Discharge Requirements (WDR) Permit to achieve compliance with final chloride effluent limitations, including construction of the Advanced Water Treatment Facility (AWTF).

THE CURRENT CDO COMPLIANCE PLAN: Staff received direction from Council to pursue advance chloride treatment via RO at the WRF. As an ancillary side note: Staff is also considering developing partnerships with potential recycled water customers (e.g., Adams Canyon developer). This effort would not necessarily be concurrent with required AWTF construction scheduling, but later after construction to reduce ROI on AWTF costs.

In December 2020, the City completed the CWSRF loan application for the AWTF Project. In April 2021, SWRCB determined that the City's project was "fundable", and the SWRCB began the full application review process. In January 2022, the City received notification that the SWRCB completed the environmental review and they were beginning the financial and legal reviews. The final loan agreement was finalized and adopted by the Council (sitting as the Santa Paula Utility Authority Board) on September 6, 2023.

WRF CHLORIDE SOURCE STUDY: Over the last several years, chloride concentrations at the WRF have dropped near, and in some cases below, the 110 mg/L concentration requirement.

It is important to understand whether the long-term trend of decreasing chloride concentrations in WRF effluent is likely to continue or if future concentrations cannot predictably stay below the effluent limit. This trend could affect the need, or at a minimum, the design criteria for the AWTF.

November 2022: City staff presented the Wastewater System Collection System Chloride Source Evaluation technical memorandum (TM) to Council. The TM summarized a study conducted by the City, Ventura Regional Sanitation District (VRSD), and MKN. The objective of the study was to evaluate concentrations of chloride in Santa Paula's wastewater collection system in an attempt to identify potential sources, consider potential source control measures, and estimate whether the downward trend

in chloride concentration is likely to continue. While the sampling program could not confirm the cause of reduction in chloride levels, it indicated collection system conditions would drive WRF effluent chloride concentrations. Collection system samples were routinely above 100 mg/L and some were above 110 mg/L, the current WRF chloride limit. City Council directed staff to request an extension to the interim milestones of the CDO to continue studying the collection system chloride levels and evaluate the potential for the WRF to meet the chloride limits without the AWTF Project.

November 15, 2023: City Council received a report on the Draft Wastewater Chloride Source Identification Study. The report provided three options for moving forward, including 1) pausing the bid process for the AWTF and continuing the chloride study, 2) ending the chloride study and moving forward with the AWTF bid process using the current design, or 3) pausing the AWTF bid process and performing a design refinement study for the AWTF while continuing the chloride study concurrently. The third option was recommended by City staff and, after discussion and consideration, City Council directed staff to move forward with Option 3.

December 6, 2023: City Council authorized MKN & Associates, Inc. to perform the AWTF Design Refinement Study and to implement the next phase of the Chloride Study in conjunction with VRSD and Larry Walker Associates.

April 17, 2024: The Draft AWTF Design Refinement Study was completed and presented to Council at which time Council directed MKN & Associates to proceed with a proposal to implement the recommended “Phased Project” approach.

September 18, 2024: The Final Chloride Source Evaluation Technical Memorandum was issued by Larry Walker Associates (LWA) and presented to Council. Based on the data collected during sampling, the effectiveness of regulating certain businesses through a source control program was evaluated, focusing on two dialysis clinics. However, based on this analysis, source control could result in measurable chloride reductions, but the AWTF will still be necessary to achieve consistent compliance. It is difficult to control variability in discharges and a robust pretreatment program and substantial monitoring would be necessary to achieve and maintain significant source control.

July 2, 2024: City Council approved MKN & Associates’ proposal, and MKN is currently in the process of revising the AWTF ‘full’ design to a “two-phase” approach in accordance with the findings of the design refinement study.

First Phase of AWTF Project (redesign) Schedule NTP July 2, 2024:

A. Design and Engineering of AWTF Modifications (9 – 12 months)

Earliest Finish: March 2025 / Latest Finish: June 2025

- Prepare preliminary engineering report for the Phase one (1) 500-GPM AWTF. The preliminary engineering will provide the detailed design criteria for the various AWTF systems.

- Prepare revised engineering drawings, specifications, and procurement documents for Phase 1 construction.

B. Construction and Installation (20 – 24 months)

Earliest Finish: November 2026 / Latest Finish: June 2027

- Competitive bidding process for construction contract.
- Award contract and oversee the construction and installation of Phase 1 AWTF.
- Conduct startup and system testing of the installed systems to ensure they meet design specifications and water quality standards.
- Officially commission the AWTF and begin initial operation, monitoring system performance closely.

C. Evaluation and Expansion Planning (ongoing evaluation with expansion planning starting after one year of operation):

- Assess the performance of the Phase 1 AWTF, including water quality improvements, operational efficiency, and cost-effectiveness.
- The plan for Phase 2 is based on actual flows and loadings, technological advancements, and lessons learned from Phase 1. Develop flow and chloride concentration triggers for the planning, design, and financing for Phase 2.

D. Full CDO Compliance must be achieved no later than February 8, 2028.

CURRENT ACTIVITY BY MKN (SARAH MATTEWS):

Continued City support on AWTF project, including but not limited to: i. Providing updates to regulators as needed (we're working on update letters to DFA and the Regional Board currently for City to review/issue. ii. City responses to previous plan-check comments (we have discussed with Bob already, he is working on brushing the dust off the previous round of review and the responses we provided).

ASSET MANAGEMENT SYSTEM

This system will provide the capability to document, schedule and monitor the maintenance, repair and project costs associated with city-wide facilities (roads, buildings, infrastructure, etc.) and equipment (fixed, rolling stock, etc.). It will provide historical records of labor and material expenses on which to base maintenance and capital improvement budgets, manpower requirements and inventoried parts/equipment/materials levels for all service divisions.

As a CSR tool, it will keep track of and manage service requests throughout the city. Technicians are assigned to requests by an Administrator or Supervisor and can provide real-time updates as they complete tasks. Service requests can be mobilized much more efficiently with GIS map integration, showing where each service request and asset is located within the city.

OPERATIONAL STATUS:

a. The installment of the Maintstar software and introductory training was completed February/March 2023. Due to Staff attrition, a full time assigned staff member was not placed until February 2024 (Isaiah Williams). Noel Medina provides backup.

b. Isaiah has been assigned to work with the division leaders to formalize internal work order and external customer service form formats and workflows for Streets, Wastewater (working with MKN and VRSD), and Admin/Engineering. Water has progressed more rapidly in developing their workflows and forms and is assisting Isaiah with this broader effort. Goal is to have a formal workflow process, forms and training for all divisions finalized by December 2024.

c. Staff is In the process of getting “customer accounts” set up so that they can report Streets related issues in the city as they see them. Once things are fine-tuned on the staff side, we plan to release a customer portal link publicly so residents have an easy and convenient way of requesting city services. This goal is meant to improve our standing with the public by providing a more efficient system that gets them a faster response time with live updates. Eventually we would like to get Fleet Division integrated to keep city vehicles maintained and serviced on time to increase lifespan.

d. I recommend a Fleet Optimization Study be conducted in the near future as staff resources become available. This will ensure that Santa Paula’s vehicle fleet is optimally utilized by all departments and that Staff has the ‘right tool for the job’ when it comes to vehicles and heavy equipment. Policies and procedures to support effective and efficient use of vehicles will need to be developed.

ENERGY EFFICIENCY PROGRAM

Establish the City’s Energy Efficiency Program (EEP), including energy efficiency upgrades to existing facilities and infrastructure, identification and installation of solar power infrastructure to reduce energy consumption costs and consider planning / design / construction of electric vehicle charging stations throughout the City.

Bruce Belluschi was recently hired to manage this effort. It will require coordination with the EEP audit preparer, Southern California Regional Energy Network (SoCalREN) to update the audit and then implement it. The original audit included: 1) an assessment of the City’s annual energy consumption volume and annual energy costs, 2) a site assessment of all public infrastructure, 3) and the development of a financial plan outlining funding opportunities and financing options. This update should be presented to the CM and then the Council at a scheduled Study Session.

This program lacks funding for most City applications other than the Water Enterprise. The previous bond restructuring carved out \$3M to invest in EEP projects that directly benefit the Water Enterprise. Other funding via grant opportunities for EV Charging Stations and Solar Power will need to be identified and eventually incorporated into an overall financing and/or

direct funding plan as an amendment to the FY 2023-2025 Capital Improvement Program Budget for Council approval. The alternative would be to parcel out the program into separate projects for EV's, Solar, etc. and require CM direction on the path forward.

Construct EEP infrastructure by FY 2024-2025 depending on staff and funding resource availability.

Bruce's current status report:

- i. He is working with staff and MKN on the water treatment plant on roof modification / solar panel installation project.
- ii. He is currently gathering greenhouse gas (GHG) emissions inventory data, on behalf of the City Manager's office, for the regional Climate Change Action Plan (CCAP) being coordinated by the County of Ventura and of which the City of Santa Paula is a member organization.
- iii. He is waiting to hear from the Ventura County Regional Energy Alliance's (VCREA) Heather Allen to know if the City of Santa Paula will be accepted as a beneficiary of the recent \$ 12M DOT grant which the County won for EV charging stations (a total, if successful, worth approx. \$ 600k to the City).

SOLID WASTE FRANCHISE AGREEMENT MONITORING AND CALRECYCLE REPORTING

Ongoing monitoring and SB 1383 compliance reporting for all Athens waste management services, including street sweeping services in compliance with the LARWQCB's 2021 Regional Phase I (MS4) Permit (Order No. R4-2021-0105). This effort is assigned to Bruce Belluschi.

i. Bruce's current status report:

- i. Working with Athens Services and staff to provide their draft revised street sweeping chart. This will allow staff to post proper street sweeping information on street signs and online.
- ii. At the end of this year, he will be creating a draft 2025 SB 1383, \$90k grant expenditure outline for review and submittal to CalRecycle grant manager.

STORMWATER NPDES/MS4 AND INDUSTRIAL PRETREATMENT PERMITTING PROGRAM

Bruce is also providing administrative oversight of MKN engineering staff (Sarah Matthews) and LWS (Betsy Elzufon).

On July 23, 2021, the LARWQCB adopted a new Regional Municipal Stormwater Permit (R4- 2021-0105). The permit required Ventura County Permittees to develop a new Coordinated Integrated Monitoring Plan (CIMP) to meet the monitoring requirements of the new permit, which introduced nitrogen and chloride monitoring requirements in addition to the previously required bacteria monitoring. In April 2024 the Countywide Stormwater Quality Management Program submitted a draft CIMP to the regional board for review. Comments were received from the

regional board in May 2024, and a revised CIMP was submitted in June of 2024. Upon approval of the CIMP, the new monitoring requirements will become effective.

On August 20, 2024, Ventura County created a new draft MOA to replace the current MOA for SCR TMDL monitoring. The proposed MOA incorporates the CIMP's new monitoring requirements to meet the requirements of the 2021 Permit, including the new outfall monitoring to comply with the Nitrogen Compounds and Chloride TMDLs.

ENCROACHMENT PERMITS AND DIF/USER FEE STUDY UPDATE

The DIF / User Fee Study RFQ was issued by the Finance Department around February/March 2022. Finance, Public Works, and Community Development staff participated in these Fee Study consultant interviews August 18, 2022. In order to determine how the City's permit fees compare to other municipalities in Ventura County and the surrounding counties, the final report from this consultant fee study is essential. This is a time-intensive task that must include sufficient research to determine an accurate comparison with the City's encroachment fee structure. Data collection documenting time requirements for all permitting processing is currently ongoing with PWD staff. Bruce Belluschi volunteered to be the POC for data collection from key PWD staff.

SCE/SCG threats of litigation claiming excessive encroachment fee increases: The last fee study was conducted in 2017 and reflected 'in-house' personnel processing all encroachment permits. Due to lack of qualified staffing pool (e.g., engineers, technicians), the City now outsources all encroachment permitting to our City Engineering consultant (Bob Woodward, m6 Consulting).

In response to threats of litigation from SCE and SCG toward the City regarding its change in encroachment permit fees and without the data from a formal fee study, staff prepared and introduced a new encroachment permit ordinance (Ordinance No. 1322) amending SPMC Chapter 96. This ordinance authorized the Public Works Director to recognize alternative standards that meet the same intent as the established State standards. It also allowed the PWD to issue traffic management and control specifications based on roadway classification, function, use and adjacency to sensitive or essential facilities, specifically delineating the requirements for site-specific traffic control plans for identified portions of City right of way. The intent was to clarify the City's position and potentially allay these threats from SCE, SCG and other utility agencies. The ordinance was adopted by Council upon second reading November 2, 2022. Staff then prepared and presented new Traffic Control Plan regulations at the August 2, 2023 Council meeting. The new regulations allowed for 'template' style traffic control standard plans per the CAMUTCD in those situations where work in the right of way will have limited effect on vehicular and pedestrian traffic, while site-specific traffic control plans would be required, in limited cases, mostly for work on higher volume arterial streets. The ordinance and TCP regulations were developed to preserve safety for vehicular and pedestrian traffic through permitted construction areas while simultaneously addressing SCE and SCG concerns with the City's old policy of requiring site-specific TCP's in all instances. The latter concern was an issue for SCE and SCG due to the additional costs and time for site-specific TCP's to be prepared by them and then reviewed

by City staff. Adoption of the new TCP regulations places approximately 68% of all City streets in the 'template TCP' category with the remaining 32% requiring site-specific TCP's as part of the encroachment permit application process.

WASTEWATER SYSTEM (WRF AND WCS) STATUS REPORT

The City's wastewater collection system consists of approximately 60 miles of system piping that ranges in size from 6 to 24 inches in diameter. The system can collect up to 3.4 million gallons of wastewater per day throughout the City and then transport it for treatment at the Water Recycling Facility (WRF). The treated effluent discharges into large percolation ponds where it gradually seeps into the underlying groundwater table. The City's last wastewater master plan was recently completed March 2024. Capital projects of the highest priority over the next 15 years have been identified and their related costs will need to be incorporated into the upcoming 5-Year Utility Rate Study scheduled to commence November 2024.

- City is reviewing and needs to post RFP for on-call emergency sludge hauling (used if the screw press goes down).
- Need ongoing City support on the Phase 1 blower replacement project; working on draft design currently. Will need to move additional funding into this CIP to proceed with this project (aiming to go out for bid early 2025).

WATER SYSTEM STATUS REPORT

This enterprise division provides engineering, operation and maintenance services for the City's potable water system. The potable water system includes five groundwater wells, two treatment facilities, 10 storage facilities including 9 tanks and one reservoir plus three more tanks in the new EA1 development, 100 miles of distribution pipelines, appurtenances, and five booster pump stations. This division also provides an extensive water quality monitoring and reporting program in compliance with all Federal and State regulations. This division is a government-owned, public utility providing services to the public for a fee (water service fees). Enterprise fund revenue can only be spent on operational and capital costs that benefit the division and are predominantly comprised of water service fees, bond proceeds, connection fees and development impact mitigation fees.

AGROMIN ORGANICS PROCESSING FACILITY WATER SERVICE EXTRA-TERRITORIAL AGREEMENT

The proposed Agromin Organics Processing Facility is located several miles west of Santa Paula's service area boundary near Briggs Road. Sespe Consultants have approached the City on behalf of Agromin to provide water service via an extra-territorial agreement. This effort is currently in conceptual development requiring a significant water capacity analysis and an extensive pipeline extension between the project to the nearest City water connection. The owner will soon be on a somewhat fast-track schedule due to their grant application with CalRecycle. Upon grant award, they will need water service confirmed within the next six to eight months. Staff met with Sespe for the first time in mid-August 2023 and staff is waiting on requested information from the

consultants. Staff has made clear to the potential applicant/owner that due to the potential odor concerns involved in the organics mulching process and other possible unknown concerns, the project will need to be fully vetted in the public forum and eventually presented to Council for their review and consideration of approval.

ADAMS CANYON DEVELOPMENT – ADM RANCH, LLC RECYCLED WATER PURCHASE

ADM Ranch, LLC is conducting a feasibility analysis involving the potential purchase of up to 1,500 acre-feet of treated effluent from the City's Santa Paula Water Recycling Facility (SPWRF). This proposal is conceptual, but if this solidifies into an actual construction project funded by the developer, it could provide an additional revenue source for offsetting AWTF Project costs in the future. Staff is meeting with the developer's representative (Alex Teague) on an ongoing basis until a definitive plan is presented and agreed upon by staff and ultimately by Council.

FY 2023 – 2024/FY 2024-2025 and CYCLE 2 CITYWIDE STREET MAINTENANCE PROGRAMS

The Street Maintenance Program is an integral component of the Pavement Management Program and consists of applying crack seals, rejuvenator seals, and micro-surfacing to maintain and extend the service life of City streets

The Harvard Boulevard project featured street improvements that included a structural overlay of the existing section of Harvard between Peck Road and 10th Street, following the completion of extensive water and sewer replacement efforts. In addition to the structural overlay of the project area, improvements to sidewalks and curb ramps along the entire length of the Harvard Boulevard project area were completed.

The current PMP contemplates four (4) 5-year cycles of paving, organized geographically throughout the City. On May 6, 2020, the City Council approved Resolution 7270 adopting the Cycle 1 5-year Pavement Management Plan (FY 2020-2021 to FY 2024-2025) requiring staff to annually update the plan and address the status of road pavement conditions within the City.

The FY 2024-2025 PMP was presented to Council in May and approved to move forward to construction in late summer, pending receipt of contractor bids and Council approval of a contract. The preliminary plans for the next 5-year PMP cycle were also presented and received initial guiding comments from Council

Street Drainage

Streets provide for conveyance of storm drainage from contributory portions of adjacent property, as well as adjacent streets. The drainage capacity of streets is defined by the geometry of each individual street section, including curb height, street width and slope. As the street capacity is reached, catch basins with associated storm drainage pipes are installed. Due to the age and topography of the City, limited storm drainage facilities exist, and most of these systems are in excess of 50 years of age. Much of these existing storm drainage systems consist of corrugated metal pipe (CMP) that has exceeded its useful life. Many of the roadway failures that have been observed in the City are a result of CMP storm drains that have collapsed under the

pressure of storm water flow related to the recent winter storms. When storm drains collapse, the only viable repair methodology is excavation and replacement of the entire section of pipe, which is both disruptive to the travelling public and costly to the City.

Due to the age of the drainage infrastructure in the City, staff anticipates a greater need for replacement of the storm drain system

Telegraph Road Widening

Currently, Telegraph Road consists of a 4-lane arterial between the Main Street / Harvard Boulevard intersection to 850 feet east of the intersection narrowing down to a 2-lane arterial to Hallock Drive. The City's 2040 General Plan planned classification for Telegraph Road from Harvard/Main intersection to Hallock is a 4-lane boulevard. The implementation requirements for this section of Telegraph Road according to the General Plan include widening the street to 68 feet and restriping it as a 4-lane roadway with a center left-turn lane and buffered Class II bike lanes, as well as curb, gutter, sidewalk and drainage facilities. No parking is recommended along this stretch, as the primary focus is cyclist safety and priority. Multiple development projects are either proposed or underway along or adjacent to Telegraph, and projects abutting the road are required to complete localized widening along their respective road frontage. While the long-term vision contemplates this localized development to gradually and completely widen Telegraph to the General Plan geometry, the near-term conditions will result in piecemeal widening with incomplete vehicle, pedestrian and bicycle improvements. The proposed project will address complete roadway design and construction with available development impact funds to ensure safety, consistency and continuity for the Telegraph Road corridor in the near term. In February of 2024, this project was presented to Council for CIP approval. An RFP for design has been released, and a design consultant is expected to be selected in Summer 2024.

Main/Harvard Blvd/Telegraph Rd Roundabout

On November 16, 2022, staff provided a roundabout presentation which addressed a number of potential intersection locations for roundabouts within the City. Among those considered was the intersection of Main Street, Harvard Blvd, and Telegraph Road. There are several reasons why this intersection was evaluated and deemed viable including:

- There is enough existing right-of-way to accommodate a standard 1-lane roundabout;
- This is a gateway location in the City, with connectivity to both Harvard and Main Street which in turn provide access to the City's downtown core;
- The City recently acquired a property at the western side of the intersection, providing additional flexibility for design, and;
- The intersection in its current configuration contains no safe means of pedestrian crossing, and a roundabout will allow for the safe integration of pedestrian, bicycle and vehicular movements.

This project would support the adopted 2040 General Plan Circulation Element and is a good opportunity to advance the goals for improving traffic circulation and pedestrian safety, reducing

greenhouse gases, and improving air quality while providing a more aesthetically pleasing gateway entry into the City.

Community Bike Trail Connectivity Project

The Santa Paula Community Bike/Trail Connectivity Project extension will improve bicycle and pedestrian connectivity throughout the City from the west end of town to the east end. This would include up to 2.5 miles of new Class I bike trails in the City. The City has identified three possible trail extensions that the project team will explore during this project:

- Extend the eastern limit of the existing Class I bikeway from its terminus at 12th and Santa Barbara Street to the planned Santa Paula Street Bridge over Santa Paula Creek, which is currently in final design and permitting with the County. This will provide connectivity between the new 37-acre regional sports park and the Harvest housing development and existing destinations on the west and central portions of the City.
- Create a bike trail/pathway extension from the existing bike trail pathway on N. Peck Road with the City's West End Business Park.
- Create a northern bike trail/pathway extension along the Santa Paula Creek, which would allow those who live in the adjacent neighborhoods to access the City's wider cycling network and key locations, as well as providing a safe alternative to SR150 for north/south bicycle traffic connecting to destinations in either the Harvest development or downtown destinations.

The project is a TDA funded project that will significantly expand the existing City network of pedestrian and bicycle facilities. An RFP for design has been released, and a design consultant is expected to be selected in Summer 2024

Sidewalks

The recently completed mobility and disabled access survey, conducted in conjunction with the City's disabled access transition planning study identifies deficiencies in sidewalks and associated curb ramps Citywide. These deficiency findings will need to be prioritized and organized to address the recommendations in a structured format that can be implemented on a yearly basis as part of the annual Sidewalk Repair Program. The formalization of these findings will constitute a Sidewalk Master Plan, which will also serve as the public right of way transition plan that addresses disabled accessibility in the City's street system consistent with the ADA and related accessibility standards. Typical deficiencies are uplifted, broken or missing sidewalks, low-hanging branches, utility and signposts that obstruct disabled paths of travel, missing or steeply sloped curb ramps, and other barriers to mobility in public right of way. The significant level of deficiencies identified, together with the ongoing need to upgrade curb ramps in conjunction with annual paving efforts will elevate the required budgetary commitments. Staff plans to release an RFP for the preparation of a Sidewalk Master Plan in Summer 2024, to prioritize and budget the required sidewalk deficiencies throughout the City, and coordinate their repair with other City CIP efforts.

Crosstown Pipeline Project

The project scope will provide a large diameter pipeline to link the wellfield and completed west side reservoir to the main reservoir on 10th Street. The Water Enterprise Fund will fund the

project estimated to cost \$6.7M. The current alignment of portions of the pipeline were updated to facilitate a jack and bore style of pipeline installation along Santa Paula Street at State Route 150 (10th Street). This design update is complete and under review by City staff. Supplemental funding will be required to complete the project, and coordination with State and Federal representatives is currently underway to support future construction efforts.

Peck Road Waterline Repair Project The project will replace a damaged section of City water main located under a portion of the Peck Road Drain and adjacent to Ventura County railroad right of way. The project anticipates a jack-and-bore style of pipe installation to avoid damage to the box-culvert drain facility, owned by Ventura County Watershed Protection District. The project was expected to commence construction in March 2024. The project's contractor encountered technical issues regarding high groundwater and jack and bore requirements and requested contractual relief from the City.

Mesa Tanks Replacement Project Construction of the project is complete. The project will be closed out and presented to Council in January.

Crosswalks and Crosswalk Safety

The Crosswalk Safety Improvement Program (CSIP) is an on-going capital improvement program to maintain or replace crosswalk warning lights, striping and curb ramps in accordance with disabled access regulations, inclusive of pedestrian safety and conspicuity treatments that include curb extensions, raised crosswalks and warning signage. Four locations on Main Street (Lucada, Cameron, South 4th Streets and Dean Drive) were released for bid March 2024 and are underway. Existing crosswalks on Harvard at Laurie Lane and 5th Street are being either repaired or upgraded to address pedestrian safety at these locations. Staff is coordinating three locations on SR 150 with Caltrans for construction in FY 2024/2025. Collaborative efforts between the Caltrans design and construction team and the City to coordinate the SR 150 crosswalks at Oakdale, Virginia Terrace and Ventura Streets with their comprehensive rehabilitation project set to commence in 2025. Construction on these locations will likely occur, pending Caltrans permitting, in late Spring or Summer 2025.

Overhead Power and Communications Lines/Rule 20 Undergrounding

SCE has an established fund that provides for underground conversion of existing overhead utility lines and supporting pole structures. Staff received notification from SCE that as of June 13, 2023 the California Public Utilities Commission (CPUC) issued a decision that discontinues the Rule 20 funding program, and that no further credits would be provided towards the City's fund balance, which currently stands at \$1,109,596. Further, the City is required to form an Underground Utility District (UUD) by Council resolution prior to April 30, 2025 to specify the extents of the area of planned underground conversion in which the funds will be applied. Staff evaluated two areas for potential UUD formation: 10th Street (4 locations) and Telegraph Road between Hallock Drive and the Santa Paula Creek Bridge and presented these areas for Council review and consideration on April 17, 2024. Council directed staff to pursue 10th Street as the selected UUD area and to return to Council with a resolution and Rough Order of Magnitude (ROM) cost estimate at a future public meeting. Staff plans to return to Council in Summer 2024 to formalize the UUD, which will in turn allow SCE to initiate the project.

Traffic Signals

The City's traffic signals and their controllers regulate vehicle and pedestrian movements at some of the City's busier intersections. With the exception of the new signal at Hallock/Telegraph (a developer improvement), all of the City's traffic signals and controllers exceed 50 years of age. The age of traffic signal control systems limits the ability to upgrade to new technology, including bike detection, accessible pedestrian signals, and video detection. Additionally, traffic signal poles, mast arms and signal heads experience damage from vehicles, as well as progressive fatigue due to wind conditions over many years. Upgrades to existing traffic signals become necessary to maintain operation, improve function, and meet current code standards.

Design of a new traffic signal system at the Peck/Harvard/Main intersection is projected for FY 2024-2025. The new traffic signals will improve safety, function and vehicle circulation at this intersection, which is one of the more complicated signalized intersections in the City given the 5-point street configuration, railroad interaction, and geometric challenges. Additionally, the intersection will be designed to accommodate the continuation of the City's Crosstown Bikeway, which currently terminates at the northeast corner of Main Street and Peck Road, to safely convey pedestrians and bicyclists to the southwest to a planned continuation of the City's bikeway to the western City limits. An RFP for design has been released, and a design consultant is expected to be selected in Summer 2024.

Peck/Calpipe Road Extension Project

The project entails the extension of Peck Road south of its intersection with Corporation Street and the easterly extension of Calpipe Road from its intersection with Corporation Alley, to a knuckle where eastbound Calpipe transitions to northbound Peck. The purpose of the project is to improve access to industrial properties located west of Corporation Alley, as well as to the City's Wastewater Reclamation Facility (WRF) and associated facilities. Current access to these properties requires truck traffic to navigate the Corporation Street/Corporation Alley intersection, which has limited clearances for multi-axle vehicles, as well as Corporation Alley, which does not meet City commercial and industrial access width requirements. Todd Lane is a private street, which has insufficient horizontal and vertical clearances at undercrossing SR126 and does not serve as a formal secondary access to the industrial properties in the area south of SR126. The project will formalize access, improve drainage system capacity in the area, and allow for the installation of additional potable water supply piping to improve water system capacity and resilience.

FEMA Floodplain Management Projects

A substantial portion of the City is influenced by flood hazard areas identified by the Federal Emergency Management Agency (FEMA). The areas of flood hazard are mapped on Flood Insurance Rate Map (FIRM) panels that are used by City and FEMA regulators and insurance companies to determine which properties in the City are required to purchase flood insurance. These FIRM panels are updated at intervals as new or updated flood information becomes available. Earlier in 2021, FEMA completed a countywide flood restudy, which resulted in the release of updated flood maps. These preliminary maps presented significant changes to areas of flood hazard in multiple portions of the City, which would have resulted in 600 or more

properties being added to the flood hazard boundary unless appealed by the City. City staff worked in tandem with Ventura County Watershed Protection District (County) staff to review the technical studies and mapping and filed an appeal with FEMA. FEMA reviewed the technical data provided, but the lack of an approved maintenance plan by County resulted in the sustaining of the original studies, with the understanding that applications for Letters of Map Revision (LOMRs) could be provided to address specific areas of concern. Updated FEMA flood maps are expected to become effective in Spring/Summer 2024, with the understanding of the following actions on the City's part:

1. The City, working in conjunction with the East Area 1 development team, has prepared a LOMR for Santa Paula Creek to address revisions for this watercourse, which is currently under review by FEMA and nearing approval. The LOMR, once approved will clarify specific areas of flooding concern, particularly west of Santa Paula Creek, and will largely eliminate the A99 zone designations that currently require property owners to purchase flood insurance. The flood zone designation also adds cost and complexity to the development process, which can include homeowners seeking to make property improvements, including accessory dwelling units (ADUs), as well as commercial business owners planning to expand or redevelop their current properties.
2. The City plans to pursue an improved study for urban portions of the City influenced by Fagan and Adams Canyon and the Peck Road Drain and related overflow drainage and flooding, with associated re-mapping. This updated mapping would then be coordinated with FEMA representatives to address necessary corrections to outdated flood designations and provide relief to property owners where appropriate.
3. The City plans to update the current floodplain management and development process to communicate hazards and development requirements for projects located in currently established flood hazard areas. The City completed an update of the City's Municipal Code and associated provisions that address floodplain development and associated regulation, which was approved by City Council on October 4, 2023.
4. The City's Public Works engineering staff recently engaged the State Department of Water Resources to review the requirements and process for joining the FEMA Community Rating System (CRS) program. This program recognizes communities who are actively involved in improving their floodplain management measures similar to those noted above. The program, once implemented, provides discounted insurance premiums for required flood policies, reducing the financial burden associated with property ownership in flood prone portions of the City.
5. The City plans to update its Master Plan of Drainage to address current areas of drainage issues, flood hazards and associated facility improvement recommendations with cost estimates and priority recommendations. The prior Master Plan was last updated in 2008, and is outdated relative to areas of deficiency, cost estimates and changes in City corporate boundaries. Recommendations may include findings from the Fagan/Adams/Peck Road flood study to improve these facilities to mitigate current contributions to flood hazards due to inadequacies in these facilities. The RFP is expected to be released in Spring/Summer 2024. American

Rescue Plan Act (ARPA) funding in the amount of \$150,000 allocated by the City Council on July 7, 2021 may be used to support this effort.

Water Recycling Facility Advanced Water Treatment Facility Project

The project scope includes design and procurement for an Advanced Water Treatment Facility (reverse osmosis process, “AWTF”) to manage the City’s effluent chloride levels. The facility will be located northeast of and immediately adjacent to the WRF. The estimated total project cost is \$20.34M (including design, construction, and construction contingency).

The City applied for a low-interest loan from Clean Water State Revolving Fund (CWSRF) through the State Water Board Division of Financial Assistance (DFA). City Council authorized execution of the financing agreement for the CWSRF loan for the project at the September 6, 2023 City Council Meeting. Reimbursement requests, which will draw on the loan, will not be submitted until if and when the City Council approves the AWTF Project for bid. The draft Chloride Source Identification Study was presented to City Council in November 2023. City Council directed staff to move forward with the second phase of the Chloride Study, which involves additional sampling. The collection system sampling has been delayed due to frequency of wet weather events, equipment issues and the inability to access sampling points within the Harvard Boulevard Project construction area. Sampling started in March. Concurrently, the City is developing a Design Refinement Study for the AWTF, which will evaluate the design criteria against more recent water quality data and review the design for potential phasing and optimizations. The outcome of the AWTF Design Refinement Study and the second phase of the Chloride Study will determine the AWTF Project outcome.

City staff presented the Draft AWTF Refinement Study in April 2024. In July 2024, City Council awarded a contract amendment to MKN & Associates to proceed with design modification efforts as outlined in the refinement study. As of June 2024, the final round of sampling locations for the Chloride Study have been determined, with sampling to proceed in July 2024. City staff continues to communicate status updates regarding the AWTF project, Chloride Study and permit compliance with the Los Angeles Regional Water Quality Control Board.

Water Recycling Facility Blower Repairs

The four aeration blowers, three MBR blowers, and three digester blowers, which are used to efficiently operate the WRF have been experiencing intermittent failures for over a year and a half. The blowers, originally installed during construction of the WRF in 2010 are reaching the end of their useful life. The City recently approved a new CIP project which will prioritize the replacement of all 10 blowers over several years. The blowers are necessary to operate the WRF and phased replacement will allow operation to continue while installing new reliable equipment. MKN is currently working on the phasing and preliminary design; construction is anticipated to begin in FY 2024/2025. This project will fully replace the existing ten blowers over the next seven years.

In May 2024, the City of Santa Paula received a used blower as a gift from the City of Lafayette, Colorado. The City of Lafayette had recently upgraded their equipment and was generously offering their older blower at no cost, apart from shipping expenses. This replacement blower is newer than any of the current blowers at the WRF and in good operating condition. Plant staff is

working to install this used blower in place of a blower that had previously failed and been removed, providing additional redundancy until the blower replacement CIP can be completed.

Water Recycling Facility Reaction Ammonia Analyzers Replacement

The project consisted of adding ammonia analyzers to the three aerobic basins and modifying the control system to control the blower speed to produce a targeted, low ammonia concentration. Previously the process operated under manual control. This resulted in excess power consumption and excess greenhouse gas emissions, including ammonia into the atmosphere. Ventura County Air Pollution Control District (VCAPCD) staff agreed this project will reduce pollutant and greenhouse gas emissions and agreed to allow the City to offset its outstanding NOV settlement agreement costs with the equivalent in-kind costs for this project contingent upon its completion. The estimated project cost including engineering design and construction is approximately \$140,000. Funding for this project was allocated at the March 1, 2023 City Council Meeting. Startup and commissioning has been completed by VRSD operations staff, and SCADA integration has also been completed. Installation report and closeout documents were finalized and submitted to VCAPCD and SCE in May and June 2024, respectively. The project has been identified as complete. SCE will be completing a post-installation inspection for the incentives claim in July 2024. The completion of this project satisfies all outstanding NOV settlement issues with the Ventura County Air Pollution Control District

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Beatriz Jimenez, Assistant Finance Director

Subject: NOVEMBER 2024 WARRANTS AND CERTIFICATIONS

Date: December 18, 2024

Agenda Item: 9.A

RECOMMENDATION:

Staff recommends that the City Council:

1. Review and accept the "Certification of Accounts Payable" for the accounts payable payment cycles for November 2024, starting check number 339080 and ending check number 339343.
2. Review and accept the "Certification of Salaries" for the pay period ending dates November 1st, 2024, through November 15th, 2024.

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 November 1st, 2024, through November 15th, 2024.

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 November 2024 Certifications of Accounts Payable Checks and Certifications of Salaries.

ATTACHMENTS:

[November 2024 AP and PY Certifications.pdf](#)

EXHIBIT A:
CERTIFICATION OF SALARIES

CERTIFICATION OF SALARIES

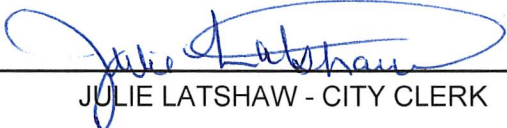
BEG. CHK #: 148665
ENDING CHK #: 148679

PAYROLL ENDING: 11/01/24
PAY DATE: 11/08/24

100	GENERAL FUND	344,990.87
104	GENERAL FUND-MEASURE T	73,677.66
206	STORMWATER PROGRAM	5,208.80
280	STATE GAS TAX FUND	28,119.68
405	AAA-AREA AGCY ON AG	1,483.58
610	SEWER ENTERPRISE FUND	25,458.19
620	WATER ENTERPRISE FUND	85,323.66
702	EQUIP. MAINT. FUND	12,573.47

\$ 576,835.91

CERTIFICATION
ALLOWED BY THE CITY COUNCIL



JULIE LATSHAW - CITY CLERK 12/10/24
DATED



PREPARED BY:


MARIA RENTERIA - PAYROLL SPECIALIST 12/10/24
DATED



BEATRIZ JIMENEZ - ASSISTANT FINANCE DIRECTOR 12/10/24
DATED

Fund Summary

Fund	Units	Amount
100-GENERAL	7,329.73	344,990.87
104-GENERAL FUND-MEASURE T	2,483.78	73,677.66
206-STORMWATER PROGRAM	77.71	5,208.80
280-STATE GAS TAX	1,114.02	28,119.68
405-AAA (AREA AGCY ON AGING)	57.70	1,483.58
610-SEWER	392.04	25,458.19
620-WATER	2,184.11	85,323.66
702-EQUIPMENT MAINTENANCE	252.00	12,573.47
Grand Total:	13,891.09	576,835.91

CERTIFICATION OF SALARIES

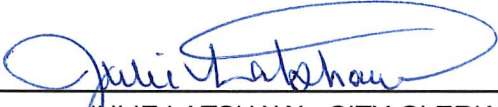
BEG. CHK #: 148680
ENDING CHK #: 148690

PAYROLL ENDING: 11/15/24
PAY DATE: 11/22/24

100	GENERAL FUND	340,550.79
104	GENERAL FUND-MEASURE T	76,886.30
206	STORMWATER PROGRAM	3,475.84
280	STATE GAS TAX FUND	21,067.73
405	AAA-AREA AGCY ON AG	1,520.98
504	HARVEST CFD EA1	369.51
610	SEWER ENTERPRISE FUND	11,579.88
620	WATER ENTERPRISE FUND	74,839.07
702	EQUIP. MAINT. FUND	12,824.37

\$ 543,114.47

CERTIFICATION
ALLOWED BY THE CITY COUNCIL


JULIE LATSHAW - CITY CLERK 12/10/24
DATED



PREPARED BY:


MARIA RENTERIA - PAYROLL SPECIALIST 12/10/24
DATED


BEATRIZ JIMENEZ - ASSISTANT FINANCE DIRECTOR 12/10/24
DATED

Fund Summary

Fund	Units	Amount
100-GENERAL	6,283.18	340,550.79
104-GENERAL FUND-MEASURE T	2,132.40	76,886.30
206-STORMWATER PROGRAM	60.95	3,475.84
280-STATE GAS TAX	500.45	21,067.73
405-AAA (AREA AGCY ON AGING)	57.92	1,520.98
504-HARVEST CFD EA1	16.00	369.51
610-SEWER	227.55	11,579.88
620-WATER	3,609.35	74,839.07
702-EQUIPMENT MAINTENANCE	469.00	12,824.37
Grand Total:	13,356.80	543,114.47

EXHIBIT B:
CERTIFICATION OF ACCOUNTS
PAYABLES

CERTIFICATION OF ACCOUNTS PAYABLE CHECKS

CHECK NO.:	339080	THRU:	339095	DATED:	November 8, 2024
CHECK NO.:	339096	THRU:	339221	DATED:	November 14, 2024
CHECK NO.:	339228	THRU:	339231	DATED:	November 21, 2024
CHECK NO.:	339232	THRU:	339237	DATED:	November 22, 2024
CHECK NO.:	339239	THRU:	339343	DATED:	November 26, 2024

DRAFT:	992320	THRU:	992320	DATED:	November 6, 2024
DRAFT:	992326	THRU:	992326	DATED:	November 14, 2024
DRAFT:	992327	THRU:	992329	DATED:	November 13, 2024
DRAFT:	992330	THRU:	992330	DATED:	November 8, 2024
DRAFT:	992332	THRU:	992332	DATED:	November 20, 2024
DRAFT:	992333	THRU:	992335	DATED:	November 27, 2024
DRAFT:	992336	THRU:	992336	DATED:	November 14, 2024
DRAFT:	992337	THRU:	992338	DATED:	November 27, 2024
DRAFT:	992331	THRU:	992331	DATED:	November 15, 2024

VOIDED CHECK NO.:	339164	THRU:	339164	DATED:	November 14, 2024
VOIDED CHECK NO.:	339230	THRU:	339230	DATED:	November 21, 2024
VOIDED CHECK NO.:	339262	THRU:	339262	DATED:	November 26, 2024

COUNCIL MEETING DATE: December 11, 2024

AMOUNT OF CERTIFICATION: \$ 2,092,226.21

DISTRIBUTION BY FUND

100 GENERAL FUND	\$696,497.34
103 CABLE TELEVISION FUND	\$2,154.11
104 PROF/CONTR SVCS-OTHER	\$175,376.89
115 RECREATION PROGRAM	\$4,436.85
205 NPDES STORMWATER QUALITY	\$8,282.50
206 STORMWATER PROGRAM	\$6,522.21
280 STATE GAS TAX	\$62,561.58
281 LOCAL TRANSPORTATION TAX/LTF/TDA	\$4,502.50
282 LOCAL TRANSPORTATION-ART 3	\$79.21
283 PROPOSITION 1B	\$23,180.20
311 SLESF-COPS (AB1913)	\$5,488.13
312 CA USED OIL BLOCK GRANT	\$103.06
405 AAA (AREA AGENCY ON AGING	\$2,142.31
412 AMERICAN RESCUE PLAN	\$39,515.11
500 HILLSBOROUGH OPEN SPACE MAINT	\$2,155.00
504 HARVEST CFD EA1	\$11,522.12
610 SEWER ENTERPRISE	\$476,070.94
620 WATER ENTERPRISE	\$254,475.88
702 EQUIPMENT MAINTENANCE FUND	\$37,459.41
800 CASH DEPOSIT TRUST FUND	\$248,392.12
803 HARDING PARK TRUST	\$13,600.13
804 DLA FOR FORMER RDA	\$17,708.61
TOTAL FUND DISTRIBUTION	\$2,092,226.21

PREPARED BY:

ANAIRY GONZALEZ
ACCOUNTING SPECIALIST

REVIEWED BY:

BEATRIZ JIMENEZ
ASSISTANT FINANCE DIRECTOR

ALLOWED BY CITY COUNCIL

DATE: December 9, 2024

EXCEPT:

CITY CLERK:

JULIE LATSHAW, CITY CLERK



Fund Summary

Fund	Payment Amount
100 - GENERAL	696,497.34
103 - CABLE TELEVISION	2,154.11
104 - GENERAL FUND-MEASURE T	175,376.89
115 - GENERAL RECREATION PRO	4,436.85
205 - NPDES STORMWATER QUALITY	8,282.50
206 - STORMWATER PROGRAM	6,522.21
280 - STATE GAS TAX	62,561.58
281 - LOCAL TRANSPORTATION TDA	4,502.50
282 - LOCAL TRANS TDA ART 3	79.21
283 - ROAD MAINT & REHAB SB1	23,180.20
311 - SLESF- COPS (AB1913)	5,488.13
312 - CA USED OIL BLOCK GRANT	103.06
405 - AAA (AREA AGCY ON AGING)	2,142.31
412 - AMERICAN RESCUE PLAN	39,515.11
500 - HILLSBOROUGH OPEN SPACE	2,155.00
504 - HARVEST CFD EA1	11,522.12
610 - SEWER	476,070.94
620 - WATER	254,475.88
702 - EQUIPMENT MAINTENANCE	37,459.41
800 - MISC DEPOSITS	248,392.12
803 - HARDING PARK TRUST	13,600.13
804 - DLA FOR FORMER RDA	17,708.61
Grand Total:	2,092,226.21



City of Santa Paula, CA

Check Report

By Check Number

Date Range: 11/01/2024 - 11/30/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-ACCOUNTS PAYABLE						
011464	BUSINESS CARD	11/08/2024	Regular	0.00	3,047.88	339080
011464	BUSINESS CARD	11/08/2024	Regular	0.00	6,942.96	339081
011464	BUSINESS CARD	11/08/2024	Regular	0.00	3,735.22	339082
011464	BUSINESS CARD	11/08/2024	Regular	0.00	441.02	339083
011464	BUSINESS CARD	11/08/2024	Regular	0.00	691.77	339084
010180	MUNICIPAL MANAGEMENT ASSISTANTS OF SO	11/08/2024	Regular	0.00	400.00	339085
010326	RED WING SHOE STORE	11/08/2024	Regular	0.00	191.43	339086
015674	ROYAS, JONATHAN	11/08/2024	Regular	0.00	74.00	339087
016034	SPIRIT OF SANTA PAULA	11/08/2024	Regular	0.00	72,000.00	339088
011010	WILLDAN ENGINEERING	11/08/2024	Regular	0.00	16,757.00	339089
010019	A-1 TRUCK & EQUIPMENT INC	11/14/2024	Regular	0.00	4,072.55	339096
015244	ACCURATE FIRST AID SERVICES	11/14/2024	Regular	0.00	143.41	339097
016461	ACI ENTERPRISES, INC.	11/14/2024	Regular	0.00	3,450.00	339098
016602	ACOSTA, ISABEL	11/14/2024	Regular	0.00	428.00	339099
015778	ADVANCED TURF SOLUTIONS, INC.	11/14/2024	Regular	0.00	2,960.65	339100
015881	AIR FAB SERVICES INC.	11/14/2024	Regular	0.00	4,500.00	339101
010378	ALBERTSON'S/SAFEWAY	11/14/2024	Regular	0.00	489.40	339102
015896	ALONSO TOOLS, LLC	11/14/2024	Regular	0.00	1,315.80	339103
015498	AMAZON CAPITAL SERVICES	11/14/2024	Regular	0.00	3,233.92	339104
016601	ARANA, JACKELIN	11/14/2024	Regular	0.00	428.00	339105
016125	ARANDA, MIKE	11/14/2024	Regular	0.00	4,500.00	339106
011738	AT&T CALNET 3	11/14/2024	Regular	0.00	516.69	339107
016121	AT&T MOBILITY NATIONAL ACCOUNTS, LLC	11/14/2024	Regular	0.00	325.00	339108
016240	ATKINSON, ANDELSON, LOYA, RUUD AND ROM	11/14/2024	Regular	0.00	1,601.26	339109
012677	AUTOZONE	11/14/2024	Regular	0.00	129.02	339110
015318	BADGER METER	11/14/2024	Regular	0.00	1,487.36	339111
016546	BARK AND BRANCH LANDSCAPING	11/14/2024	Regular	0.00	2,880.00	339112
011253	BAY ALARM COMPANY	11/14/2024	Regular	0.00	751.50	339113
011094	BRAGG INVESTMENT COMPANY, INC.	11/14/2024	Regular	0.00	133.67	339114
012620	BSN SPORTS, LLC	11/14/2024	Regular	0.00	5,481.72	339115
011237	BTE COMMUNICATIONS, LLC	11/14/2024	Regular	0.00	152.92	339116
016019	BULLOCK, STEVEN WAYNE	11/14/2024	Regular	0.00	1,560.00	339117
015398	BUNNIN CHEVROLET OF SANTA PAULA	11/14/2024	Regular	0.00	155.13	339118
012170	CALIFORNIA ELECTRIC SUPPLY-VENTURA	11/14/2024	Regular	0.00	79.21	339119
011341	CALIFORNIA JPIA	11/14/2024	Regular	0.00	6,071.00	339120
012679	CAL-STATE AUTO PARTS	11/14/2024	Regular	0.00	455.45	339121
011336	CDCE INC.	11/14/2024	Regular	0.00	180.00	339122
015999	CHARTER COMMUNICATIONS HOLDING, LLC	11/14/2024	Regular	0.00	1,335.78	339123
010418	CORELOGIC SOLUTIONS, LLC	11/14/2024	Regular	0.00	140.00	339124
011149	COSTCO WHOLESALE	11/14/2024	Regular	0.00	795.41	339125
010942	COUNTY OF VENTURA	11/14/2024	Regular	0.00	3,912.68	339126
014331	CULLIGAN WATER	11/14/2024	Regular	0.00	362.85	339127
011210	DEPARTMENT OF JUSTICE	11/14/2024	Regular	0.00	32.00	339128
013975	DODOS DESIGN - GARCIA, DAVID	11/14/2024	Regular	0.00	1,130.00	339129
016156	EFUEL LLC	11/14/2024	Regular	0.00	7,852.36	339130
016441	EMC GENERAL CONSTRUCTION, INC.	11/14/2024	Regular	0.00	4,800.00	339131
010385	ENVIRONMENTAL HEALTH DIVISION	11/14/2024	Regular	0.00	713.03	339132
016159	ESCALANTE, MARIO	11/14/2024	Regular	0.00	296.00	339133
010395	FAMCON PIPE & SUPPLY, INC.	11/14/2024	Regular	0.00	343.47	339134
010404	FENCE FACTORY SATICOY	11/14/2024	Regular	0.00	16.03	339135
010440	FGL ENVIRONMENTAL, INC	11/14/2024	Regular	0.00	2,562.00	339136
010432	FRANK'S PAINT & HARDWARE	11/14/2024	Regular	0.00	611.54	339137
010441	FRUIT GROWERS SUPPLY CO	11/14/2024	Regular	0.00	693.24	339138
010797	GAS COMPANY, THE	11/14/2024	Regular	0.00	50.81	339139

Check Report

Date Range: 11/01/2024 - 11/30/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
016449	GAYTAN, CARLOS	11/14/2024	Regular	0.00	2,292.51	339140
016519	GLADWELL GOVERNMENTAL SERVICES, INC.	11/14/2024	Regular	0.00	1,560.00	339141
015222	GOODSUITE	11/14/2024	Regular	0.00	32.48	339142
010481	GRAINGER	11/14/2024	Regular	0.00	4,754.68	339143
012800	GRANITE CONSTRUCTION COMPANY	11/14/2024	Regular	0.00	382.20	339144
014369	GSI WATER SOLUTIONS, INC.	11/14/2024	Regular	0.00	35,077.89	339145
016577	HANNON-WADKINS, TRINA	11/14/2024	Regular	0.00	495.00	339146
016596	HARBIN, MATT	11/14/2024	Regular	0.00	607.00	339147
010527	HDL COREN & CONE	11/14/2024	Regular	0.00	3,200.00	339148
010537	HOUSE SANITARY SUPPLY	11/14/2024	Regular	0.00	1,100.50	339149
013711	INDEPENDENT ORDER OF ODD FELLOWS	11/14/2024	Regular	0.00	2,701.22	339150
010582	INTERNATIONAL CODE COUNCIL, INC.	11/14/2024	Regular	0.00	860.17	339151
012119	J. VEGA ENGINEERING, INC.	11/14/2024	Regular	0.00	41,531.25	339152
015457	JONES, MARLENE A.	11/14/2024	Regular	0.00	725.00	339153
011796	LANDS' END BUSINESS OUTFITTERS	11/14/2024	Regular	0.00	314.48	339154
013544	LARRY WALKER ASSOCIATES, INC.	11/14/2024	Regular	0.00	6,380.50	339155
016600	LAZARO, MARLEN	11/14/2024	Regular	0.00	428.00	339156
013454	LEIBOLD MCCLENDON & MANN	11/14/2024	Regular	0.00	546.00	339157
015971	LEXISNEXIS COPLOGIC SOLUTIONS, INC	11/14/2024	Regular	0.00	1,920.00	339158
010061	LOWE'S	11/14/2024	Regular	0.00	1,308.26	339159
016301	LSY ENTERPRISE INC	11/14/2024	Regular	0.00	10,698.95	339160
015987	MAINTSTAR, INC.	11/14/2024	Regular	0.00	25,000.00	339161
016598	MCCALISTER, BRIAN AND LAURIE	11/14/2024	Regular	0.00	3,650.93	339162
014436	MINER'S ACE HARDWARE	11/14/2024	Regular	0.00	2,505.85	339163
	Void	11/14/2024	Regular	0.00	0.00	339164
015907	MISSION SQUARE RETIREMENT	11/14/2024	Regular	0.00	750.00	339165
012895	MNS ENGINEERS, INC.	11/14/2024	Regular	0.00	2,295.25	339166
016570	NAJERA, BRITTANY	11/14/2024	Regular	0.00	296.00	339167
016052	NATURAL GREEN LANDSCAPE, INC.	11/14/2024	Regular	0.00	1,200.00	339168
010218	NEW IMAGE AUTO BODY	11/14/2024	Regular	0.00	4,519.73	339169
014375	NORRIS, ROBERT	11/14/2024	Regular	0.00	86.60	339170
012691	O'REILLY AUTOMOTIVE STORES, INC.	11/14/2024	Regular	0.00	1,001.86	339171
015335	PAVEMENT COATING CO.	11/14/2024	Regular	0.00	63.55	339172
016305	PEREZ, JOSE LUIS	11/14/2024	Regular	0.00	546.00	339173
012257	PROMANTEK, INC.	11/14/2024	Regular	0.00	7,605.00	339174
013730	QUADIENT LEASING USA, INC.	11/14/2024	Regular	0.00	1,198.50	339175
011691	REYES-MACIAS, JENNIFER	11/14/2024	Regular	0.00	428.00	339176
010047	ROBERT HALF	11/14/2024	Regular	0.00	2,673.64	339177
010520	RP RENTALS	11/14/2024	Regular	0.00	144.49	339178
016597	SAFE RESTRAINTS, INC.	11/14/2024	Regular	0.00	2,535.27	339179
014129	SAM HILL & SONS, INC	11/14/2024	Regular	0.00	4,064.05	339180
010693	SANTA PAULA CLEANERS	11/14/2024	Regular	0.00	216.00	339181
011263	SANTA PAULA SELF STORAGE	11/14/2024	Regular	0.00	1,530.00	339182
012332	SANTA PAULA SUPER STORE	11/14/2024	Regular	0.00	328.98	339183
014434	SESAC	11/14/2024	Regular	0.00	17.39	339184
016599	SIERRA NORTHERN RAILWAY	11/14/2024	Regular	0.00	10,500.00	339185
013909	SITEONE LANDSCAPE SUPPLY, LLC	11/14/2024	Regular	0.00	3,916.10	339186
010785	SMART & FINAL	11/14/2024	Regular	0.00	692.82	339187
010791	SOFT CHOICE CORPORATION	11/14/2024	Regular	0.00	34,315.49	339188
011524	SOLID WASTE SOLUTIONS	11/14/2024	Regular	0.00	2,275.50	339189
010795	SOUTHERN CALIFORNIA EDISON	11/14/2024	Regular	0.00	112,532.57	339190
016094	SOUTHERN CALIFORNIA PERMANENTE MEDICA	11/14/2024	Regular	0.00	787.00	339191
015016	SPL LANDSCAPE INC.	11/14/2024	Regular	0.00	8,100.00	339192
015809	STANDARD SITE RENTALS INC.	11/14/2024	Regular	0.00	132.48	339193
011144	STAPLES, INC.	11/14/2024	Regular	0.00	370.72	339194
015001	SYNAGRO-WWT, INC.	11/14/2024	Regular	0.00	21,052.37	339195
015728	THE COUNSELING TEAM INTERNATIONAL	11/14/2024	Regular	0.00	2,200.00	339196
016378	THE LEW EDWARDS GROUP	11/14/2024	Regular	0.00	13,000.00	339197
011974	T-MOBILE USA INC.	11/14/2024	Regular	0.00	230.00	339198
012070	TRAFFIC TECHNOLOGIES	11/14/2024	Regular	0.00	1,647.49	339199
015505	TRIEPEI, SMITH AND ASSOCIATES, INC.	11/14/2024	Regular	0.00	1,609.18	339200

Check Report

Date Range: 11/01/2024 - 11/30/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
010885	UNDERGROUND SERVICE ALERT OF SOUTHERN	11/14/2024	Regular	0.00	237.01	339201
010883	U-RENT INC	11/14/2024	Regular	0.00	98.52	339202
011611	US BANK	11/14/2024	Regular	0.00	3,202.50	339203
013736	V.C.T.C.	11/14/2024	Regular	0.00	347.50	339204
014162	VCHA CLINICS	11/14/2024	Regular	0.00	1,250.00	339205
010938	VENTURA COUNTY SHERIFF'S OFFICE	11/14/2024	Regular	0.00	166.22	339206
015375	VENTURA LOCKSMITHS	11/14/2024	Regular	0.00	2,722.77	339207
014318	THE WILLIS CORPORATION	11/14/2024	Regular	0.00	295.00	339208
011539	VERIZON WIRELESS	11/14/2024	Regular	0.00	3,916.74	339209
016578	VITAL RECORDS HOLDINGS, LLC	11/14/2024	Regular	0.00	125.55	339210
013539	WAGE WORKS, INC.	11/14/2024	Regular	0.00	100.00	339211
013550	WHITE CAP, L.P.	11/14/2024	Regular	0.00	314.34	339212
015847	WHITE RABBIT MAGIC LLC	11/14/2024	Regular	0.00	2,100.00	339213
014968	WILLDAN FINANCIAL SERVICES	11/14/2024	Regular	0.00	10,689.35	339214
016027	YUNEX LLC	11/14/2024	Regular	0.00	3,821.70	339215
016170	AGUILAR, DON	11/21/2024	Regular	0.00	222.00	339228
014680	BEST BEST & KRIEGER LLP	11/21/2024	Regular	0.00	175,016.58	339229
	Void	11/21/2024	Regular	0.00	0.00	339230
011088	CALIFORNIA NARCOTIC OFFICERS ASSOCIATION	11/21/2024	Regular	0.00	750.00	339231
015244	ACCURATE FIRST AID SERVICES	11/26/2024	Regular	0.00	157.54	339239
015448	ALL CITY MANAGEMENT SERVICES, INC.	11/26/2024	Regular	0.00	26,062.56	339240
011489	ALLIANT INSURANCE SERVICES, INC.	11/26/2024	Regular	0.00	1,732.00	339241
015498	AMAZON CAPITAL SERVICES	11/26/2024	Regular	0.00	5,175.43	339242
016603	AMERICAN ALLIANCE DRUG TESTING	11/26/2024	Regular	0.00	829.00	339243
016402	AQUAPULSE CHEMICALS LLC	11/26/2024	Regular	0.00	4,577.01	339244
015382	ARMORERLINK	11/26/2024	Regular	0.00	2,400.00	339245
011363	ARROYO, ANNA	11/26/2024	Regular	0.00	238.77	339246
011617	ASCAP	11/26/2024	Regular	0.00	437.67	339247
011354	AT&T MOBILITY	11/26/2024	Regular	0.00	1,280.77	339248
012677	AUTOZONE	11/26/2024	Regular	0.00	22.10	339249
015218	BARAJAS, DAVID	11/26/2024	Regular	0.00	5,135.00	339250
012566	BATTERIES PLUS - VENTURA	11/26/2024	Regular	0.00	284.25	339251
016562	BITSOURCE LLC	11/26/2024	Regular	0.00	170.00	339252
011211	BNY MELLON	11/26/2024	Regular	0.00	1,750.00	339253
012679	CAL-STATE AUTO PARTS	11/26/2024	Regular	0.00	589.47	339254
011336	CDCE INC.	11/26/2024	Regular	0.00	180.00	339255
015874	CHANDLER ASSET MANAGEMENT, INC.	11/26/2024	Regular	0.00	2,595.42	339256
015999	CHARTER COMMUNICATIONS HOLDING, LLC	11/26/2024	Regular	0.00	1,768.41	339257
016527	CONSOLIDATED ELECTRICAL DISTRIBUTORS, IN	11/26/2024	Regular	0.00	612.62	339258
011137	COPQUEST, INC.	11/26/2024	Regular	0.00	1,057.80	339259
010932	COUNTY OF VENTURA IT SERVICES	11/26/2024	Regular	0.00	2,186.30	339260
011161	CRAGOE PEST SERVICES INC	11/26/2024	Regular	0.00	1,815.00	339261
	Void	11/26/2024	Regular	0.00	0.00	339262
011811	DE LAGE LANDEN	11/26/2024	Regular	0.00	1,242.59	339263
011210	DEPARTMENT OF JUSTICE	11/26/2024	Regular	0.00	128.00	339264
013724	DIRECT TV	11/26/2024	Regular	0.00	115.24	339265
013975	DODOS DESIGN - GARCIA, DAVID	11/26/2024	Regular	0.00	72.00	339266
016156	EFUEL LLC	11/26/2024	Regular	0.00	7,383.55	339267
015438	ENCOMPASS CONSULTANT GROUP	11/26/2024	Regular	0.00	802.50	339268
016126	ENVISION VTA FD AUTO LLC	11/26/2024	Regular	0.00	350.75	339269
010187	F M PEARCE Company	11/26/2024	Regular	0.00	6,019.95	339270
010405	FERGUSON ENTERPRISES INC #1350	11/26/2024	Regular	0.00	341.81	339271
014348	FERRIS, SABRINA ZAN	11/26/2024	Regular	0.00	291.20	339272
010440	FGL ENVIRONMENTAL, INC	11/26/2024	Regular	0.00	952.00	339273
012437	FMP UNIFORM CO.	11/26/2024	Regular	0.00	3,344.56	339274
010432	FRANK'S PAINT & HARDWARE	11/26/2024	Regular	0.00	612.15	339275
014061	FRONTIER COMMUNICATIONS	11/26/2024	Regular	0.00	3,585.57	339276
010441	FRUIT GROWERS SUPPLY CO	11/26/2024	Regular	0.00	979.93	339277
010797	GAS COMPANY, THE	11/26/2024	Regular	0.00	524.54	339278
016449	GAYTAN, CARLOS	11/26/2024	Regular	0.00	2,197.00	339279
015222	GOODSUITE	11/26/2024	Regular	0.00	1,362.08	339280

Check Report

Date Range: 11/01/2024 - 11/30/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
010481	GRAINGER	11/26/2024	Regular	0.00	4,853.87	339281
014369	GSI WATER SOLUTIONS, INC.	11/26/2024	Regular	0.00	16,082.33	339282
016609	HERNANDEZ, ANABELLE	11/26/2024	Regular	0.00	165.00	339283
010537	HOUSE SANITARY SUPPLY	11/26/2024	Regular	0.00	1,761.53	339284
012414	HOWARD, DARIN	11/26/2024	Regular	0.00	54.06	339285
013711	INDEPENDENT ORDER OF ODD FELLOWS	11/26/2024	Regular	0.00	2,701.22	339286
014988	INFRASCALE INC.	11/26/2024	Regular	0.00	1,590.91	339287
014719	INTERWEST CONSULTING GROUP	11/26/2024	Regular	0.00	44,906.00	339288
010595	J & H ENGINEERING GENERAL CONTRACTOR, IN	11/26/2024	Regular	0.00	8,350.00	339289
015879	JAURIQUE JR., RAYMOND MARK	11/26/2024	Regular	0.00	300.00	339290
010602	JENSEN DESIGN & SURVEY INC	11/26/2024	Regular	0.00	2,925.00	339291
016571	KEMCORP CONSTRUCTION, INC.	11/26/2024	Regular	0.00	63,436.25	339292
010629	KIMBALL MIDWEST	11/26/2024	Regular	0.00	350.69	339293
011796	LANDS' END BUSINESS OUTFITTERS	11/26/2024	Regular	0.00	291.75	339294
015291	LAWYERS TITLE COMPANY	11/26/2024	Regular	0.00	40,000.00	339295
010017	LIEBERT CASSIDY WHITMORE	11/26/2024	Regular	0.00	1,411.50	339296
015385	LITTLE GREEN-BUTTON	11/26/2024	Regular	0.00	225.00	339297
011807	LIVESCAN EXPRESS, INC.	11/26/2024	Regular	0.00	154.00	339298
010061	LOWE'S	11/26/2024	Regular	0.00	637.20	339299
016090	LUCY PET PRODUCTS, LLC	11/26/2024	Regular	0.00	214.50	339300
015633	M6 CONSULTING, INC.	11/26/2024	Regular	0.00	73,590.18	339301
015442	MARIPOSA LANDSCAPES, INC.	11/26/2024	Regular	0.00	6,397.33	339302
015989	MERCHANT MCINTYRE & ASSOCIATES, LLC	11/26/2024	Regular	0.00	6,500.00	339303
014436	MINER'S ACE HARDWARE	11/26/2024	Regular	0.00	755.84	339304
013911	MKN ASSOCIATES INC	11/26/2024	Regular	0.00	80,184.55	339305
016052	NATURAL GREEN LANDSCAPE, INC.	11/26/2024	Regular	0.00	2,400.00	339306
010218	NEW IMAGE AUTO BODY	11/26/2024	Regular	0.00	494.00	339307
010241	OILFIELD ELECTRIC & MOTOR	11/26/2024	Regular	0.00	36,646.25	339308
012691	O'REILLY AUTOMOTIVE STORES, INC.	11/26/2024	Regular	0.00	2,804.66	339309
016131	OXNARD PIPE & SUPPLY CO.	11/26/2024	Regular	0.00	163.88	339310
015443	PASSPORT LABS, INC.	11/26/2024	Regular	0.00	1,099.12	339311
016305	PEREZ, JOSE LUIS	11/26/2024	Regular	0.00	528.00	339312
014663	PHOENIX CIVIL ENGINEERING, INC.	11/26/2024	Regular	0.00	44,745.30	339313
015638	PS CONTAINERS	11/26/2024	Regular	0.00	2,814.50	339314
014934	RAMIREZ, JOSHUA	11/26/2024	Regular	0.00	560.65	339315
010738	RLD FIRE PROTECTION, INC.	11/26/2024	Regular	0.00	2,130.00	339316
010047	ROBERT HALF	11/26/2024	Regular	0.00	3,265.00	339317
015399	ROBERT WILLIAM COMPANY, LLC	11/26/2024	Regular	0.00	8,142.50	339318
015859	ROGERS, ANDERSON, MALODY & SCOTT, LLP	11/26/2024	Regular	0.00	19,600.00	339319
010520	RP RENTALS	11/26/2024	Regular	0.00	147.81	339320
010376	SAFETY-KLEEN SYSTEMS, INC.	11/26/2024	Regular	0.00	554.70	339321
013292	SANTA PAULA ANIMAL RESCUE CENTER (SPARC	11/26/2024	Regular	0.00	12,500.00	339322
010689	SANTA PAULA CHAMBER OF COMMERCE	11/26/2024	Regular	0.00	5,000.00	339323
011263	SANTA PAULA SELF STORAGE	11/26/2024	Regular	0.00	3,655.00	339324
016084	SANTA PAULA TOGETHER	11/26/2024	Regular	0.00	6,500.00	339325
015368	SINGER, DAN	11/26/2024	Regular	0.00	691.02	339326
013909	SITEONE LANDSCAPE SUPPLY, LLC	11/26/2024	Regular	0.00	582.31	339327
010785	SMART & FINAL	11/26/2024	Regular	0.00	382.94	339328
010795	SOUTHERN CALIFORNIA EDISON	11/26/2024	Regular	0.00	20,742.20	339329
015016	SPL LANDSCAPE INC.	11/26/2024	Regular	0.00	8,470.00	339330
015809	STANDARD SITE RENTALS INC.	11/26/2024	Regular	0.00	878.98	339331
011144	STAPLES, INC.	11/26/2024	Regular	0.00	2,169.32	339332
015285	SUPERIOR PRINTING & GRAPHICS	11/26/2024	Regular	0.00	506.64	339333
015001	SYNAGRO-WWT, INC.	11/26/2024	Regular	0.00	22,614.71	339334
015439	VALU GROUP ENTERPRISES, INC.	11/26/2024	Regular	0.00	2,050.00	339335
015186	VENTURA COUNTY AUTO SUPPLY, INC.	11/26/2024	Regular	0.00	1,213.54	339336
010975	VENTURA REGIONAL SANITATION DISTRICT	11/26/2024	Regular	0.00	186,461.69	339337
011258	VIC'S PLUMBING SUPPLY, INC.	11/26/2024	Regular	0.00	46.28	339338
016578	VITAL RECORDS HOLDINGS, LLC	11/26/2024	Regular	0.00	223.66	339339
011963	WHARF, THE	11/26/2024	Regular	0.00	189.10	339340
013550	WHITE CAP, L.P.	11/26/2024	Regular	0.00	1,078.62	339341

Check Report

Date Range: 11/01/2024 - 11/30/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
014968	WILLDAN FINANCIAL SERVICES	11/26/2024	Regular	0.00	7,390.00	339342
013843	YOUNG, DUNCAN JAMES	11/26/2024	Regular	0.00	1,560.00	339343
010880	U S BANK TRUST NATIONAL ASSOC	11/15/2024	Bank Draft	0.00	13,960.11	992331

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	641	236	0.00	1,635,924.45
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	1	1	0.00	13,960.11
EFT's	0	0	0.00	0.00
	642	240	0.00	1,649,884.56

Check Report

Date Range: 11/01/2024 - 11/30/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: PY-PAYROLL						
010331	RELIANCE STANDARD LIFE INSURANCE	11/08/2024	Regular	0.00	5,353.53	339090
011103	COLONIAL LIFE & ACCIDENT	11/08/2024	Regular	0.00	2,070.17	339091
016111	FIDELITY SECURITY LIFE INSURANCE COMPANY	11/08/2024	Regular	0.00	722.66	339092
010371	METLIFE SBC	11/08/2024	Regular	0.00	320.88	339093
014422	RELIANCE STANDARD LIFE INSURANCE	11/08/2024	Regular	0.00	4,153.86	339094
010331	RELIANCE STANDARD LIFE INSURANCE	11/08/2024	Regular	0.00	557.23	339095
011688	CALIFORNIA STATE DISBURSEMENT UNIT	11/14/2024	Regular	0.00	784.03	339216
010553	ICMA RETIREMENT TRUST-457	11/14/2024	Regular	0.00	17,145.88	339217
010554	ICMA RETIREMENT TRUST-457 (PT)	11/14/2024	Regular	0.00	1,252.18	339218
010708	SANTA PAULA POLICE OFFICERS ASSOCIATION	11/14/2024	Regular	0.00	1,020.00	339219
010291	SEIU LOCAL 721	11/14/2024	Regular	0.00	586.35	339220
010898	UNITED WAY OF VENTURA COUNTY	11/14/2024	Regular	0.00	11.00	339221
011688	CALIFORNIA STATE DISBURSEMENT UNIT	11/22/2024	Regular	0.00	784.03	339232
010553	ICMA RETIREMENT TRUST-457	11/22/2024	Regular	0.00	14,823.41	339233
010554	ICMA RETIREMENT TRUST-457 (PT)	11/22/2024	Regular	0.00	675.26	339234
010708	SANTA PAULA POLICE OFFICERS ASSOCIATION	11/22/2024	Regular	0.00	1,020.00	339235
010291	SEIU LOCAL 721	11/22/2024	Regular	0.00	586.35	339236
010898	UNITED WAY OF VENTURA COUNTY	11/22/2024	Regular	0.00	11.00	339237
013539	WAGE WORKS, INC.	11/06/2024	Bank Draft	0.00	3,288.38	992320
013539	WAGE WORKS, INC.	11/14/2024	Bank Draft	0.00	3,462.74	992326
010420	INTERNAL REVENUE SERVICE	11/13/2024	Bank Draft	0.00	63,871.54	992327
011044	STATE OF CALIFORNIA - EDD EMPLOYMENT DE	11/13/2024	Bank Draft	0.00	19,898.25	992328
014872	STATE OF CALIFORNIA EDD - SDI	11/13/2024	Bank Draft	0.00	1,602.06	992329
011024	CALIFORNIA PUBLIC EMPLOYEE RETIREMENT S	11/08/2024	Bank Draft	0.00	83,837.46	992330
013539	WAGE WORKS, INC.	11/20/2024	Bank Draft	0.00	434.81	992332
010420	INTERNAL REVENUE SERVICE	11/27/2024	Bank Draft	0.00	52,920.99	992333
011044	STATE OF CALIFORNIA - EDD EMPLOYMENT DE	11/27/2024	Bank Draft	0.00	16,576.74	992334
014872	STATE OF CALIFORNIA EDD - SDI	11/27/2024	Bank Draft	0.00	1,622.21	992335
010292	CALIF. PUBLIC EMPLOYEES' RETIREMENT SYSTE	11/14/2024	Bank Draft	0.00	71,515.28	992336
010292	CALIF. PUBLIC EMPLOYEES' RETIREMENT SYSTE	11/27/2024	Bank Draft	0.00	69,923.72	992337
013539	WAGE WORKS, INC.	11/27/2024	Bank Draft	0.00	1,509.65	992338

Bank Code PY Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	118	18	0.00	51,877.82
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	164	13	0.00	390,463.83
EFT's	0	0	0.00	0.00
	282	31	0.00	442,341.65

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	759	254	0.00	1,687,802.27
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	165	14	0.00	404,423.94
EFT's	0	0	0.00	0.00
	924	271	0.00	2,092,226.21

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	11/2024	2,092,226.21
			2,092,226.21

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Lorena Alvarez, Human Resources Administrator

Subject: PROFESSIONAL SERVICES AGREEMENT FOR COMPENSATION STUDY

Date: December 18, 2024

Agenda Item: 9.B

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute a Professional Services Agreement with HR Dynamics & Performance Management substantially in the form attached to this report to conduct a compensation study not to exceed \$55,000.00.

BACKGROUND:

The City last completed a compensation study in 2015. However, due to the estimated cost to implement the recommendations from that study and the City's financial position at that time, there were no changes implemented as a result of the compensation study.

Since, the City has occasionally made adjustments to salaries and job specifications as needed for recruitment and retention purposes. Most recently in 2021 the Council developed a formal compensation methodology with input from the different employee bargaining units and unions, and then adopted Resolution No. 7362 (Exhibit A). While Resolution No. 7362 established guidelines, three distinct and separate salary surveying pools (public safety, utilities, miscellaneous), and the Council's goal of setting the value at the 25th percentile of the top step of the appropriate pool for the purpose of creating future salary ranges, the City unfortunately has not been able to fully implement the intent of the resolution due to financial constraints and without creating further disparity and compaction issues between classifications.

In the FY 2023/2024 – 2024/2025 adopted Budget, the City Council set the priority of conducting a compensation study, budgeting \$50,000 for the effort and setting aside funds in the second fiscal year to partially implement the study results. Due to financial uncertainties early within the City's two-year budget, it was determined to postpone the study to the second fiscal year and set aside additional funds if needed to complete the study.

ANALYSIS:

The City solicited proposals for a compensation study on October 17, 2024, inviting nine

qualified, professional consulting firms to submit written proposals, with a deadline of November 6, 2024. The list of potential professional consultant firms was assembled from referrals from other organizations.

The City received four proposals, one of the proposals was for a compensation software module and the other were for complete compensation studies from three reputable consulting firms. Staff considered three of the four proposals submitted during the review; the proposal criteria review included the consultant's approach, experience, qualifications, schedule contract and cost, and selected HR Dynamics & Performance Management, as the best overall choice based on experience and value.

HR Dynamics & Performance Management will conduct a compensation review and comparison with similar agencies identified in the established salary surveying pools identified in Council Resolution 7362 to determine if adjustments to salaries are appropriate, and if so, what the recommended adjustments are. The compensation study will include:

- Identify benchmark classifications to be included in the survey (up to 40).
- Gather salary data from the comparable agencies.
- Analyze data and prepare summary results.
- Recommend salary range adjustments for the City's classification plan based on the survey results.
- Identify compaction issues and future pay compression related to minimum wage increases.
- Provide options and strategies for the City's consideration to transition to partial or full implementation over multi-year period.

The study is estimated to take 12 weeks, or about three months, to complete. Through the study process the consultant will work together to bring together all of the viewpoints from various stakeholders, from the employee level, to management, to the City Council. HR Dynamics & Performance Management will begin work in mid to late January, and are estimated to provide a thorough and completed final product by the end of April 2025. The final compensation study report findings and recommendations will be presented to the City Council.

Of note, compensation studies do not guarantee increases in all staffing compensation.

STRATEGIC PLAN:

FISCAL IMPACTS:

A professional services agreement with a reputable compensation specialist was budgeted for in the current fiscal year. The not-to-exceed estimate of \$55,000 is within the adopted budget in GL account 100-5-0512-205.

Competitive bidding is not required for this professional services agreement.

OPTIONS:

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

1. Deny the recommendation either to ask staff to focus on another consulting firm or to delay the action of selecting a firm, or

2. Provide Staff with any other direction.

ATTACHMENTS:

[Exhibit A - Resolution No. 7362.pdf](#)

[Exhibit B - Professional Services Agreement.docx](#)

EXHIBIT “A”

RESOLUTION NO. 7362

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA
ESTABLISHING GUIDELINES FOR CREATING FUTURE SALARY RANGES**

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

SECTION 1: The City of Santa Paula ("City") recognizes the importance of maintaining a high quality workforce and aligning the City as a competitive employer in a robust job market.

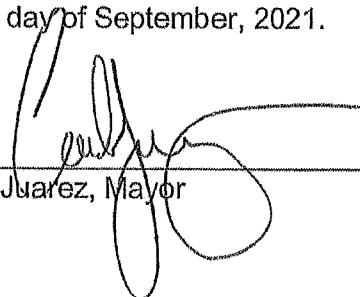
SECTION 2: In an effort to align the City as a competitive employer, the City Council establishes three distinct and separate salary pools for conducting future salary surveys as follows:

PUBLIC SAFETY	UTILITIES	MISCELLANEOUS
Port Hueneme Police Dept.	Casitas Municipal Water District	City of Camarillo
Oxnard Police Dept.	City of Camarillo	City of Carpinteria
San Fernando Police Dept.	City of Fillmore	City of Fillmore
Santa Barbara County Sheriff's Office	Las Virgenes Water District	City of Moorpark
Simi Valley Police Dept.	City of Oxnard	City of Ojai
Ventura County Sheriff's Office	City of Thousand Oaks	City of Oxnard
Ventura Police Dept.	City of Ventura	City of Port Hueneme
Los Angeles County Sheriff	Ventura County	City of Simi Valley
		City of Thousand Oaks
		City of Ventura

SECTION 3: To further the City's commitment to be a competitive employer, the City Council wishes to set the value at the 25th percentile of the top step of the appropriate pool, sans lowest and highest amounts for creating future salary ranges.

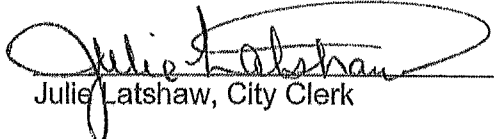
SECTION 4: This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 1ST day of September, 2021.

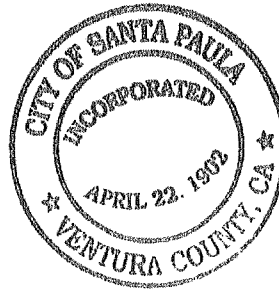


Carlos Juarez, Mayor

ATTEST:



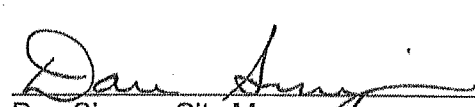
Julie Latshaw, City Clerk



APPROVED AS TO FORM:



John C. Cotti, City Attorney



Dan Singer, City Manager

CITY OF SANTA PAULA)
COUNTY OF VENTURA)§
STATE OF CALIFORNIA)

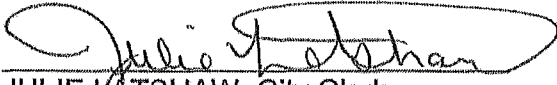
I, Julie Latshaw, City Clerk of the City of Santa Paula, California, do hereby certify that the foregoing Resolution No. 7362 was dully passed and adopted by the City Council of the City of Santa Paula at the regular meeting thereof, held on the 1st day of September, 2021, and was signed by the Mayor of said City, and that the same was passed and adopted by the following vote:

AYES: ARAIZA, SOBEL, CORNEJO, CROSSWHITE, JUAREZ

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE


JULIE LATSHAW, City Clerk

**CITY OF SANTA PAULA
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this ____th day of _____, 20____, 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 HR DYNAMICS & PERFORMANCE MANAGEMENT, a California corporation ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional services for a Compensation Study.

2.2 Project.

City desires to engage Consultant to render such professional services for a Compensation Study ("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 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 January 1, 2025 to December 31, 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. The total compensation shall not exceed **fifty-five thousand dollars (\$55,000.00)** without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, as described

below.

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.

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: Rhonda D. Strout-Garcia.

3.3.5 City's Representative. The City hereby designates Lorena Alvarez, Human Resources Administrator 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 Rhonda D. Strout-Garcia, Principal Consultant 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.

3.3.10.7 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.

3.3.10.8 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.

3.3.10.9 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.

3.3.10.10 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.

3.3.10.11 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.

3.3.10.12 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.

3.3.10.13 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.

3.3.10.14 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.

3.3.10.15 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.

3.3.10.16 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.

3.3.10.17 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.

3.3.10.18 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: HR Dynamics & Performance
461 Green Orchard Place
Riverside, CA. 92506
ATTN: Rhonda D. Strout-Garcia, Principal Consultant

City: City of Santa Paula
970 Ventura Street
Santa Paula, CA 93060
ATTN: Lorena Alvarez, Human Resources Administrator

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.

provisions stipulated in the Agreement, including but not limited to, 2 C.F.R. Part 200 and the Federal Contract Provisions. With respect to any conflict between such federal requirements and 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
HR DYNAMICS & PERFORMANCE MANAGEMENT, 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

**HR DYNAMICS & PERFORMANCE
MANAGEMENT**

Approved By:

Dan Singer
City Manager

Approved as to Form:

Monica Castillo, City Attorney

Attested By:

Julie Latshaw, CMC, City Clerk

By: _____

Its: _____

Printed Name: _____

EXHIBIT "A"
SCOPE OF SERVICES

<i>Compensation Study</i>
1. Prepare for, and conduct initial project planning and initiation (kick-off) meeting with the City Manager and Human Resources Administrator to review the scope of work timeline, and next steps.
2. Discuss the City's compensation philosophy with the City Manager and Human Resources Administrator; discuss recruitment and retention issues; determine whether the City desires a position of "lead, lag or match" in the labor market and the relative percentage at which to compare (e.g., 50 th percentile or average). Review and recommend a competitive market position that would allow the City to attract and retain effective and talented workforce. The implementation of a revised competitive position is generally subject to City Council approval and the City's financial ability to pay.
3. Receive the City's established labor pools and guidelines via City Council adopted Resolution for comparable agencies to be utilized in the survey, which currently includes three (3) pools: 1) Public Safety, 2) Utilities, and 3) Miscellaneous with approximately eight (8) to ten (10) agencies per group. <i>*See option below for Consultant to review, validate, and recommend changes to the survey pools, as needed.</i>
4. Receive and review the City's current job descriptions, organizational charts, salary schedule, classifications by pay range (if available), budget, MOUs, and Personnel Rules and Regulations in electronic format.
5. Review the City's Classification Plan; organize and prepare groupings by job family; identify current salary relationships and differentials between levels; identify and recommend benchmark classifications to be used for the Compensation Study; discuss recommendations with the City Manager and Human Resources Administrator.
6. Prepare a PowerPoint, and conduct up to two (2) on-site (same day, morning/afternoon) orientation sessions with employees and/or employee union representatives to provide an introduction to the Consultant and Consultant's background, an overview of the Study process and timeline, the purpose and objectives of the Study, a review of the list of identified benchmark classifications to be included in the survey, and to receive employee input relative to any areas of concern.

7. Discuss employee issues/areas of concern raised in the orientation meetings with the City Manager and Human Resources Administrator; make recommendations to address areas of concern; modify list of comparable agencies and/or benchmark classifications as needed.
8. Contact established comparison agencies to obtain support for salary survey participation and to identify a key contact person in each agency.
9. Collect preliminary data from the comparable agencies for the benchmark classifications including salary schedules, job descriptions, MOUs and personnel rules and regulations. Identify web-site availability of these items, or the need to request these items from the agencies.
10. Develop the Compensation Survey instrument and summary descriptions for each benchmark classification included in the survey using the City's existing job descriptions for up to forty (40) job classes. Compensation Survey to include base salary only , with the exception of public safety (Police Sworn) classifications, which may include educational incentives (Post Pay and/or Degrees).
11. Conduct job matching, using the City's existing job descriptions for the benchmark classifications, with each of the comparable agencies. Consultant shall obtain data from up to thirty (30) agencies for three (3) labor pools, 1) Public Safety, 2) Utilities, and 3) Miscellaneous.
12. Conduct follow-up with comparison agencies to obtain requested data and to ensure comparability of job matches; extract data from documentation provided by agencies and obtained online, as required.
13. Prepare spreadsheets for each of the identified benchmark classifications, up to forty (40) included in the Compensation Study; compute market averages; compile and analyze the data; compare City's salary structure to the market averages.
14. Prepare recommendations * for salary adjustments to the City's Classification Plan (excluding part-time classifications) based on the external survey results, and in consideration of internal salary relationships and differentials, as well as desired market positioning for competitiveness. Utilize the City's existing pay grade table as determined by the City, or prepare a new pay grade table for each bargaining unit. *(Recommendations to include all 94 current full-time job classifications.)
15. Identify compaction issues and future pay compression related to minimum wage increases.
16. Coordinate with, and advise the City in the preparation of costing scenarios relative to the implementation strategy options.
17. Prepare and present draft, and final draft executive summary Compensation Study reports to the City Manager, and Human Resources Administrator.
18. Prepare a comprehensive PowerPoint presentation and present the final report including findings, recommendations and implementation options to the City Council in a closed session meeting format (relative to labor negotiations).

19. Prepare a PowerPoint presentation and present final report to the employee groups with up to two (2) on-site (same day, morning/afternoon) sessions with employees and/or employee union representatives.

20. Assist the City with questions relative to the implementation of the Compensation Study recommendations and City Council direction.

(BB&K 2017)

Exhibit "D"-1

65283.00001\43029202.2

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Dale Goodman, Public Works Director

Subject: STORM WATER CATCH BASIN TRASH EXCLUDER PROJECT BUDGET
ADJUSTMENT

Date: December 18, 2024

Agenda Item: 9.C

RECOMMENDATION:

Staff recommends that the City Council:

1. Approve a budget allocation of \$100,000 to account 206-5-9353-206 to fund the Catch Basin Excluder Contract using Stormwater Franchise Fees.

BACKGROUND:

In April 2015, the State of California Water Resources Control Board adopted the Final Trash Provisions (Resolution 2015-0019). The adopted Final Trash Provisions (State Trash Policy) requires the City to install, operate, and maintain “full capture systems” (trash excluders) for the storm drain network that capture runoff from priority land uses (high trash areas) in their jurisdiction and prevent trash from entering state waters, or demonstrate equivalency with the aforementioned items. A full capture system is defined as a device that traps all particles that are 5 mm or greater and prevents them from entering the storm drain system. Priority land uses are defined as “high density residential” (10 units/acre or more), industrial, commercial, mixed urban, and public transportation stations. One hundred and eight (108) storm drain locations throughout the City have been identified as needing these devices, and as of now seven have been installed (representing just 6% of the total). The City must complete 50% installation of full capture systems (54 locations) by September 2026 and 100% installation by December 2030 (108 locations) based upon inclusion of the State Trash Policy in the Countywide MS4 Permit. To facilitate these installations, a CIP (#9353 Catch Basin Trash Excluders) was included in the City’s two-year budget.

ANALYSIS:

To work towards these compliance deadlines, twenty-nine (29) catch basins have been selected for trash excluder installations this fiscal year. In November 2023, City Council authorized a three-year on-call agreement with Sam Hill and Sons for Citywide Utility Repair and Construction Services not to exceed \$250,000 per fiscal year. The installation of trash excluders falls within the scope of Sam Hill and Sons’ on-call agreement, and a work order not to exceed \$100,000 has been executed with them for the completion of this work. However, a budget adjustment is necessary to provide the needed funding for the project, as the funding in the original budget is not available. A new GL account #206-5-9353-660 has been created for

this project. City staff has identified that this is an acceptable use of franchise stormwater fees collected from Athens, which currently reside in fund 206. Allocation of \$100,000 from the available fund balance to account #206-5-9353-660 will allow for completion of this project and support progress towards meeting the upcoming 2026 deadline for 50% completion of trash excluder installations.

STRATEGIC PLAN:

The Project supports the currently adopted Strategic Plan in achieving the following goals:

Infrastructure, Transportation & Mobility

Goal: Maintain and develop the City's infrastructure to be safe, sustainable, innovative and cost-efficient.

This contract will facilitate the continued operation of the storm drain system for City residents and businesses and will help meet upcoming compliance deadlines.

FISCAL IMPACTS:

A budget increase to account #206-5-9353-206 in the amount of \$100,000 is needed for FY 24.25. There is sufficient fund balance to cover this request.

OPTIONS:

The Council has the following available alternative option to Staff's recommendation:

1. Do not authorize the City Manager to approve the budget adjustment to fund the CIP 9353 Catch Basin Trash Excluder Project. This will mean that the project will not be completed at this time, which may lead to non-compliance with the City's Municipal Separate Storm Sewer System (MS4) Permit and the Statewide Trash Amendments if upcoming regulatory deadlines are not met.

ATTACHMENTS:

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Jonathan Royas, Deputy City Manager

Subject: MEASURE R - CALIFORNIA DEPARTMENT OF TAX AND FEE
ADMINISTRATION (CDTFA) AGREEMENTS FOR COLLECTION OF
TRANSACTION AND USE TAX

Date: December 18, 2024

Agenda Item: 9.D

RECOMMENDATION:

Staff recommends City Council:

1. Adopt Resolution No. 7553, authorizing the City Manager to execute agreements with the California Department of Tax and Fee Administration (CDTFA) for Implementation of a Local Transaction and Use Tax.
2. Adopt Resolution No. 7554, authorizing Examination of Sales or Transactions and Use Tax Records.
3. Authorize the City Manager, or designee, to take any and all other actions as may be necessary for implementation and administration of the transactions and use tax with the CDTFA.

Prepared by: Jonathan Royas, Deputy City Manager

BACKGROUND:

On November 5, 2024, Santa Paula voters approved Measure R, which establishes a general Transaction (Sales) and Use Tax (TUT) of one cent (1¢) on the sale and/or use of all tangible personal property sold at retail in the City until it is repealed by voters. The tax revenues will be deposited in the general fund and used for any lawful purposes recommended and adopted by the City Council.

ANALYSIS:

The CDTFA administers and collects the transactions and use taxes for all jurisdictions within the state; they will also be responsible for administration and collection of Measure R. In order to allow the CDTFA to complete these tasks and complete appropriate preparations for collection of the new tax beginning April 1, 2025, the CDTFA requires passage of resolutions authorizing a City official to execute required agreements.

The CDTFA requires approval of the following items:

1. Resolution No. 7553 - A Resolution of the City Council of the City of Santa Paula Authorizing The City Manager to Execute Agreements with the California Department of Tax and Fee Administration for Implementation of a Local Transactions and Use Tax, including:
 1. An Agreement for Preparation to Administer and Operate City's Transactions and Use Tax Ordinance – this contract authorizes the CDTFA to complete the preparatory work for the tax. This includes the costs of developing procedures, programming for data processing, developing tax return forms and instructions, and providing information to the local taxpayers.
 2. An Agreement for State Administration of City Transactions and Use Taxes – this agreement authorizes the CDTFA to collect, process and remit the taxes to the City.
2. Resolution No. 7554 - A Resolution of the City Council of the City of Santa Paula Authorizing Examination of Sales or Transactions and Use Tax Records. This resolution is required to allow confidential taxpayer information to be shared with certain specific members of City Staff.

STRATEGIC PLAN:

Approval of this item moves the City closer to completing one of City Council's two-year Strategic Plan objectives as noted below:

Section B. Economic Development, Objective #1, Revenue Opportunities - Actively pursue revenue opportunities to increase the City's revenue base. A voter approved sales tax is estimated to generate approximately \$4,500,000 annually in revenue for the general fund to maintain and improve City services.

FISCAL IMPACTS:

It is unknown at this time what the CDTFA preparatory costs will be however, per Revenue and Taxation Code Section 7272, preparatory costs shall not exceed one hundred seventy-five thousand dollars (\$175,000). Once the cost is known, staff will return to Council for a budget allocation to be able to pay the fee.

OPTIONS:

City Council has the following alternative available:

1. Do not approve staff's recommendation. If Council does not adopt the resolutions in time to file with the CDTFA by December 27, 2024, TUT collection will not start until after April 1, 2025, resulting in losing a fiscal quarter of TUT revenue.

ATTACHMENTS:

[Resolution No. 7553 Authorizing the City Manager to Execute Agreements with CDTFA.pdf](#)

Resolution No. 7554 Authorizing Examination of Sales or Transactions and Use Tax
Records.doc

RESOLUTION NO. 7553

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION FOR IMPLEMENTATION OF A LOCAL TRANSACTIONS AND USE TAX

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

SECTION 1: The City Council finds and declares as follows

- A. On November 5, 2024, the City Council approved Ordinance No. 1338 amending the city Municipal Code and providing for a local transactions and use tax;
- B. The California Department of Tax and Fee Administration (Department) administers and collects the transactions and use taxes for all applicable jurisdictions within the state;
- C. The Department will be responsible to administer and collect the transactions and use tax for the City;
- D. The Department requires that the City enter into a “Preparatory Agreement” and an “Administration Agreement” prior to implementation of said taxes; and
- E. The Department requires that the City Council authorize the agreements.

SECTION 2. The City Council of the City of Santa Paula resolves that the “Preparatory Agreement” attached as Exhibit A and the “Administrative Agreement” attached as Exhibit B are hereby approved, and the City Manager is hereby authorized to execute each agreement.

SECTION 3: The City Clerk shall attest and certify to the passage and adoption of this Resolution and it should become effective immediately upon its approval.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Santa Paula this 18th day of December, 2024.

Pedro Chavez, Mayor

Attest:

Julie Latshaw, City Clerk

Approved as to form:

Monica Castillo, City Attorney

Approved as to content:

Dan Singer, City Manager

CERTIFICATION

CITY OF SANTA PAULA)
COUNTY OF VENTURA) §
STATE OF CALIFORNIA)

I, Julie Latshaw, City Clerk of the City of Santa Paula, California, do hereby certify that the foregoing Resolution No. 7553 was dully passed and adopted by the City Council of the City of Santa Paula at the regular meeting thereof, held on the 18th day of December 2024, and was signed by the Mayor of said City, and that the same was passed and adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Santa Paula, California this 18th day of December 2024.

Julie Latshaw, CMC
City Clerk

**AGREEMENT FOR PREPARATION TO ADMINISTER AND OPERATE
CITY'S TRANSACTIONS AND USE TAX ORDINANCE**

In order to prepare to administer a transactions and use tax ordinance adopted in accordance with the provision of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code, the CITY OF SANTA PAULA, hereinafter called *City*, and the CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION, hereinafter called *Department*, do agree as follows:

1. The Department agrees to enter into work to prepare to administer and operate a transactions and use tax in conformity with Part 1.6 of Division 2 of the Revenue and Taxation Code which has been approved by a majority of the electors of the City and whose ordinance has been adopted by the City.

2. City agrees to pay to the Department at the times and in the amounts hereinafter specified all of the Department's costs for preparatory work necessary to administer the City's transactions and use tax ordinance. The Department's costs for preparatory work include costs of developing procedures, programming for data processing, developing and adopting appropriate regulations, designing and printing forms, developing instructions for the Department's staff and for taxpayers, and other appropriate and necessary preparatory costs to administer a transactions and use tax ordinance. These costs shall include both direct and indirect costs as specified in Section 11256 of the Government Code.

3. Preparatory costs may be accounted for in a manner which conforms to the internal accounting and personnel records currently maintained by the Department. The billings for costs may be presented in summary form. Detailed records of preparatory costs will be retained for audit and verification by the City.

4. Any dispute as to the amount of preparatory costs incurred by the Department shall be referred to the State Director of Finance for resolution, and the Director's decision shall be final.

5. Preparatory costs incurred by the Department shall be billed by the Department periodically, with the final billing within a reasonable time after the operative date of the ordinance. City shall pay to the Department the amount of such costs on or before the last day of the next succeeding month following the month when the billing is received.

6. The amount to be paid by City for the Department's preparatory costs shall not exceed one hundred seventy-five thousand dollars (\$175,000) (Revenue and Taxation Code Section 7272.)

7. Communications and notices may be sent by first class United States mail or through email at jservices@cdtfa.ca.gov. If and when communications and notices may include confidential information, communications and notices must be sent through encrypted email at jservices@cdtfa.ca.gov or by mail. Communications and notices to be sent to the Department shall be addressed to:

California Department of Tax and Fee Administration
P.O. Box 942879 MIC: 27
Sacramento, California 94279-0027

Attention: Administrator
Local Revenue Branch

Communications and notices to be sent to City shall be addressed to:

City of Santa Paula
970 Ventura Street
Santa Paula, CA 93060

Attention: Finance Director

8. The date of this agreement is the date on which it is approved by the Department of General Services. This agreement shall continue in effect until the preparatory work necessary to administer City's transactions and use tax ordinance has been completed and the Department has received all payments due from City under the terms of this agreement.

CITY OF SANTA PAULA

CALIFORNIA DEPARTMENT OF TAX
AND FEE ADMINISTRATION

By _____
(Signature)

By _____
Administrator
Local Revenue Branch

Dan Singer
(Typed Name)

Date: _____

City Manager
(Title)

Date: _____

Exhibit B - Administrative Agreement

AGREEMENT FOR STATE ADMINISTRATION OF CITY TRANSACTIONS AND USE TAXES

The City Council of the City of Santa Paula has adopted, and the voters of the City of Santa Paula (hereafter called "City" or "District") have approved by the required majority vote, the City of Santa Paula Transactions and Use Tax Ordinance (hereafter called "Ordinance"), a copy of which is attached hereto. To carry out the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code and the Ordinance, the California State Department of Tax and Fee Administration, (hereinafter called the "Department") and the City do agree as follows:

ARTICLE I DEFINITIONS

Unless the context requires otherwise, wherever the following terms appear in the Agreement, they shall be interpreted to mean the following:

1. "District taxes" shall mean the transactions and use taxes, penalties, and interest imposed under an ordinance specifically authorized by Revenue and Taxation code Section 7285.9, and in compliance with Part 1.6, Division 2 of the Revenue and Taxation Code.

2. "City Ordinance" shall mean the City's Transactions and Use Tax Ordinance referred to above and attached hereto, Ordinance No. 1338, as amended from time to time, or as deemed to be amended from time to time pursuant to Revenue and Taxation Code Section 7262.2.

ARTICLE II ADMINISTRATION AND COLLECTION OF CITY TAXES

A. Administration. The Department and City agree that the Department shall perform exclusively all functions incident to the administration and operation of the City Ordinance.

B. Other Applicable Laws. City agrees that all provisions of law applicable to the administration and operation of the Department Sales and Use Tax Law which are not inconsistent with Part 1.6 of Division 2 of the Revenue and Taxation Code shall be applicable to the administration and operation of the City Ordinance. City agrees that money collected pursuant to the City Ordinance may be deposited into the State Treasury to the credit of the Retail Sales Tax Fund and may be drawn from that Fund for any authorized purpose, including making refunds, compensating and reimbursing the Department pursuant to Article IV of this Agreement, and transmitting to City the amount to which City is entitled.

C. Transmittal of money.

1. For the period during which the tax is in effect, and except as otherwise provided herein, all district taxes collected under the provisions of the City Ordinance shall be transmitted to City periodically as promptly as feasible, but not less often than twice in each calendar quarter.

2. For periods subsequent to the expiration date of the tax whether by City's self-imposed limits or by final judgment of any court of the State of California holding that City's ordinance is invalid or void, all district taxes collected under the provisions of the City Ordinance shall be transmitted to City not less than once in each calendar quarter.

3. Transmittals may be made by mail or electronic funds transfer to an account of the City designated and authorized by the City. A statement shall be furnished at least quarterly indicating the amounts withheld pursuant to Article IV of this Agreement.

D. Rules. The Department shall prescribe and adopt such rules and regulations as in its judgment are necessary or desirable for the administration and operation of the City Ordinance and the distribution of the district taxes collected thereunder.

E. Preference. Unless the payor instructs otherwise, and except as otherwise provided in this Agreement, the Department shall give no preference in applying money received for state sales and use taxes, state-administered local sales and use taxes, and district transactions and use taxes owed by a taxpayer, but shall apply moneys collected to the satisfaction of the claims of the State, cities, counties, cities and counties, redevelopment agencies, other districts, and City as their interests appear.

F. Security. The Department agrees that any security which it hereafter requires to be furnished by taxpayers under the State Sales and Use Tax Law will be upon such terms that it also will be available for the payment of the claims of City for district taxes owing to it as its interest appears. The Department shall not be required to change the terms of any security now held by it, and City shall not participate in any security now held by the Department.

G. Records of the Department.

When requested by resolution of the legislative body of the City under section 7056 of the Revenue and Taxation Code, the Department agrees to permit authorized personnel of the City to examine the records of the Department, including the name, address, and account number of each seller holding a seller's permit with a registered business location in the City, pertaining to the ascertainment of transactions and use taxes collected for the City. Information obtained by the City from examination of the Department's records shall be used by the City only for purposes related to the collection of transactions and use taxes by the Department pursuant to this Agreement.

H. Annexation. City agrees that the Department shall not be required to give effect to an annexation, for the purpose of collecting, allocating, and distributing District transactions and use taxes, earlier than the first day of the calendar quarter which commences not less than two months after notice to the Department. The notice shall include the name of the county or counties annexed to the extended City boundary. In the event the City shall annex an area, the boundaries of which are not coterminous with a county or counties, the notice shall include a description of the area annexed and two maps of the City showing the area annexed and the location address of the property nearest to the extended City boundary on each side of every street or road crossing the boundary.

ARTICLE III

ALLOCATION OF TAX

A. Allocation. In the administration of the Department's contracts with all districts that impose transactions and use taxes imposed under ordinances, which comply with Part 1.6 of Division 2 of the Revenue and Taxation Code:

1. Any payment not identified as being in payment of liability owing to a designated district or districts may be apportioned among the districts as their interest appear, or, in the discretion of the Department, to all districts with which the Department has contracted using ratios reflected by the distribution of district taxes collected from all taxpayers.

2. All district taxes collected as a result of determinations or billings made by the Department, and all amounts refunded or credited may be distributed or charged to the respective districts in the same ratio as the taxpayer's self-declared district taxes for the period for which the determination, billing, refund or credit applies.

B. Vehicles, Vessels, and Aircraft. For the purpose of allocating use tax with respect to vehicles, vessels, or aircraft, the address of the registered owner appearing on the application for registration or on the certificate of ownership may be used by the Department in determining the place of use.

ARTICLE IV

COMPENSATION

The City agrees to pay to the Department as the State's cost of administering the City Ordinance such amount as is provided for by law. Such amounts shall be deducted from the taxes collected by the Department for the City.

ARTICLE V

MISCELLANEOUS PROVISIONS

A. Communications. Communications and notices may be sent by first class United States mail to the addresses listed below, or to such other addresses as the parties may from time to time designate or through email at jservices@cdtfa.ca.gov. If and when communications and notices may include confidential information, communications and notices must be sent through encrypted email at jservices@cdtfa.ca.gov or by mail.

Communications and notices to be sent to the Department shall be addressed to:

California State Department of Tax and Fee Administration
P.O. Box 942879
Sacramento, California 94279-0027

Attention: Administrator
Local Revenue Branch

Communications and notices to be sent to the City shall be addressed to:

City of Santa Paula
970 Ventura Street
Santa Paula, CA 93060

Attention: Finance Director

Unless otherwise directed, transmittals of payment of District transactions and use taxes will be sent to the address above.

B. Term. The date of this Agreement is the date on which it is approved by the Department of General Services. The Agreement shall take effect on _____. This Agreement shall continue until December 31 next following the expiration date of the City Ordinance, and shall thereafter be renewed automatically from year to year until the Department completes all work necessary to the administration of the City Ordinance and has received and disbursed all payments due under that Ordinance.

C. Notice of Repeal of Ordinance. City shall give the Department written notice of the repeal of the City Ordinance not less than 110 days prior to the operative date of the repeal.

ARTICLE VI
ADMINISTRATION OF TAXES IF THE
ORDINANCE IS CHALLENGED AS BEING INVALID

A. Impoundment of funds.

1. When a legal action is begun challenging the validity of the imposition of the tax, the City shall deposit in an interest-bearing escrow account, any proceeds transmitted to it under Article II. C., until a court of competent jurisdiction renders a final and non-appealable judgment that the tax is valid.

2. If the tax is determined to be unconstitutional or otherwise invalid, the City shall transmit to the Department the moneys retained in escrow, including any accumulated interest, within ten days of the judgment of the trial court in the litigation awarding costs and fees becoming final and non-appealable.

B. Costs of administration. Should a final judgment be entered in any court of the State of California, holding that City's Ordinance is invalid or void, and requiring a rebate or refund to taxpayers of any taxes collected under the terms of this Agreement, the parties mutually agree that:

1. Department may retain all payments made by City to Department to prepare to administer the City Ordinance.

2. City will pay to Department and allow Department to retain Department's cost of administering the City Ordinance in the amounts set forth in Article IV of this Agreement.

3. City will pay to Department or to the State of California the amount of any taxes plus interest and penalties, if any, that Department or the State of California may be required to rebate or refund to taxpayers.

4. City will pay to Department its costs for rebating or refunding such taxes, interest, or penalties. Department's costs shall include its additional cost for developing procedures for processing the rebates or refunds, its costs of actually making these refunds, designing and printing forms, and

developing instructions for Department's staff for use in making these rebates or refunds and any other costs incurred by Department which are reasonably appropriate or necessary to make those rebates or refunds. These costs shall include Department's direct and indirect costs as specified by Section 11256 of the Government Code.

5. Costs may be accounted for in a manner, which conforms to the internal accounting, and personnel records currently maintained by the Department. The billings for such costs may be presented in summary form. Detailed records will be retained for audit and verification by City.

6. Any dispute as to the amount of costs incurred by Department in refunding taxes shall be referred to the State Director of Finance for resolution and the Director's decision shall be final.

7. Costs incurred by Department in connection with such refunds shall be billed by Department on or before the 25th day of the second month following the month in which the judgment of a court of the State of California holding City's Ordinance invalid or void becomes final. Thereafter Department shall bill City on or before the 25th of each month for all costs incurred by Department for the preceding calendar month. City shall pay to Department the amount of such costs on or before the last day of the succeeding month and shall pay to Department the total amount of taxes, interest, and penalties refunded or paid to taxpayers, together with Department costs incurred in making those refunds.

CITY OF SANTA PAULA

CALIFORNIA STATE DEPARTMENT OF
TAX AND FEE ADMINISTRATION

By _____
(Signature)

By _____
Administrator
Local Revenue Branch

Dan Singer
(Typed Name)

Date: _____

City Manager
(Title)

(Date)

RESOLUTION NO. 7554

A Resolution of the City Council of the City of Santa Paula Authorizing Examination of Sales or Transactions and Use Tax Records

WHEREAS, pursuant to Ordinance Number 1267, on December 2, 2016, the City of Santa Paula (City) entered into a contract with the California Department of Tax and Fee Administration (Department) to perform all functions incident to the administration and collection of sales and use taxes; and

WHEREAS, pursuant to Ordinance Number 1338, on November 5, 2024, the City of Santa Paula (City) entered into a contract with the California Department of Tax and Fee Administration (Department) to perform all functions incident to the administration and collection of sales and use taxes; and

WHEREAS, pursuant to Ordinance Number 1338, Revenue and Taxation Code section 7270, the City entered into a contract with the California Department of Tax and Fee Administration (Department) to perform all functions incident to the administration and collection of transactions and use taxes; and

WHEREAS, the City Council of the City of Santa Paula deems it desirable and necessary for authorized officers, employees and representatives of the City to examine confidential sales or transactions and use tax records of the Department pertaining to sales or transactions and use taxes collected by the Department for the City pursuant to that contract; and

WHEREAS, Section 7056 of the California Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Department records, and Section 7056.5 of the California Revenue and Taxation Code establishes criminal penalties for the unlawful disclosure of information contained in, or derived from, the sales or transactions and use tax records of the Department;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SANTA PAULA HEREBY RESOLVES AS FOLLOWS:

Section 1. That the City Manager, or other officer or employee of the City designated in writing by the City Manager to the California Department of Tax and Fee Administration is hereby appointed to represent the City with authority to examine sales or transactions and use tax records of the Department pertaining to sales or transactions and use taxes collected for the City by the Department pursuant to the contract between the City and the Department.

Section 2. The information obtained by examination of Department records shall be used only for purposes related to the collection of City sales or transactions and use taxes by the Department pursuant to that contract, and for purposes related to the following governmental functions of the City:

- (a) Collection of sales or transactions and use taxes by the Department
- (b) Budget Planning

(c) Economic Development

The information obtained by examination of Department records shall be used only for those governmental functions of the City listed above.

BE IT FURTHER RESOLVED that the information obtained by examination of Department records shall be used only for purposes related to the collection of City sales and use taxes by the Department pursuant to the contract between the City and the Department and for those purposes relating to the governmental functions of the City listed in Section 2 of this resolution.

Section 3. That this resolution supersedes all prior resolutions of the City Council of the City of Santa Paula adopted pursuant to subdivision (b) of Revenue and Taxation Code section 7056.

Introduced, approved and adopted this 18th day of December 2024.

ATTEST: (s) _____ (s) _____
City Clerk Mayor

I, Julie Latshaw, City Clerk of the City of Santa Paula, California, DO HEREBY CERTIFY that the foregoing resolution was duly introduced, approved and adopted by the City Council of the City of Santa Paula, at a regular meeting of said Council held on the 18th day of December, 2024, by the following roll call vote:

Ayes: (Names of Councilmembers)

Noes: (Names of Councilmembers)

Absent: (Names of Councilmembers)

(s) _____
City Clerk

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Monica Castillo, City Attorney

Subject: TERMINATION OF LOCAL EMERGENCY DECLARED IN RESPONSE TO
THE MOUNTAIN FIRE

Date: December 18, 2024

Agenda Item: 9.E

RECOMMENDATION:

Staff recommends that the City Council:

1. Adopt Resolution No. 7552 terminating the local emergency declared in response to the Mountain Fire.

BACKGROUND:

On November 6, 2024, the City Council adopted Resolution No. 7548 proclaiming the existence of a local emergency in response to the Mountain Fire that started earlier the same day. The fire started near Balcom Canyon Road and Bradley Road in Somis, at times moving as fast as 2,000 acres per hour fueled by the Santa Ana winds.

A local emergency is deemed to continue to exist until its termination is proclaimed by the City Council. The City Council must review the need for the continuing local emergency at least once every 60 days until the City Council terminates the local emergency.

ANALYSIS:

Staff finds that the need for the local emergency has concluded. The Mountain Fire has been contained after burning 19,904 acres of land, including homes and major structures. The fire did not reach Santa Paula city limits and did not have a direct effect on property within the city, although the City participated in the response and anticipates applying to FEMA for reimbursement. Therefore, staff recommends City Council terminate the local emergency.

STRATEGIC PLAN:

While this action is not related to an express objective in the City's adopted Strategic Plan, it is consistent with Goal E: Public Safety & Emergency Preparedness, which calls for the creation of an environment within the City in which our residence feel safe.

FISCAL IMPACTS:

Terminating the emergency declaration has no direct fiscal impact. To date, the City has

incurred costs related to the Mountain Fire that have been absorbed by the existing budget. Staff will seek FEMA reimbursement for direct costs.

OPTIONS:

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

1. Do not adopt the attached resolution because an identified need for a continued local emergency remains, and/or
2. Provide alternative direction to staff.

ATTACHMENTS:

[Resolution 7552 Termination of Mountain Fire Local Emergency.docx](#)

ATTACHMENT A

RESOLUTION NO. 7552

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA PAULA TERMINATING THE LOCAL EMERGENCY DECLARED IN RESPONSE TO THE MOUNTAIN FIRE

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

- A. California Government Code Section 8630 empowers the City Council to proclaim the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity.
- B. Santa Paula Municipal Code Section 34.05 empowers the City Manager to request the City Council to proclaim the existence, or threatened existence, of a local emergency, if the City Council is in session, or to issue a proclamation if it is not.
- C. On November 6, 2024, the wind-driven Mountain Fire started near the 7900 block of Balcom Canyon Road and Bradley Road in Ventura County, creating conditions of extreme peril to the safety of persons and property within the City of Santa Paula ("City").
- D. On November 6, 2024, the City Council adopted Resolution No. 7548 proclaiming a local emergency in response to the growing Mountain Fire.
- E. Pursuant to California Government Code section 8630(d), the City Council shall proclaim the termination of the local emergency at the earliest possible date that conditions warrant.

SECTION 2: *Termination of Proclamation of Local Emergency.* Pursuant to California Government Code section 8630(d), and SPMC section 34.05(8)(1), the City Council finds and proclaims that the conditions of extreme peril to the safety of persons and property that arose as a result of Mountain Fire no longer exist. As such, the proclamation of an existence of a local emergency declared in response to the fire is hereby terminated.

SECTION 3: The City Clerk shall certify to the passage and adoption of this resolution and enter into the book of original resolutions.

//

//

//

//

//

PASSED AND ADOPTED by the City Council of the City of Santa Paula this 18th day of December, 2024.

Pedro Chavez, Mayor

ATTEST:

Julie Latshaw, CMC, City Clerk

APPROVED AS TO FORM:

Monica Castillo, City Attorney

APPROVED AS TO CONTENT:

Dan Singer, City Manager

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Dale Goodman, Public Works Director

Subject: AMENDMENT NO. 6 TO THE PROFESSIONAL SERVICE AGREEMENT
WITH MNS ENGINEERS FOR THE MESA TANKS REPLACEMENT
PROJECT.

Date: December 18, 2024

Agenda Item: 9.F

RECOMMENDATION:

Staff recommends that the City Council:

1. Authorize the City Manager to execute Amendment No. 6 to the Professional Services Agreement with MNS Engineers, Inc. (MNS).

BACKGROUND:

On July 20, 2020, the City executed a Professional Services Agreement (Contract #19-01762) with MNS for \$211,388 for design services for the Mesa Tanks Replacement project.

On August 5, 2021 the City executed Amendment No. 1 to extend the term of the agreement to June 30, 2022.

On September 23, 2021, the City executed Amendment No. 2 to modify the original agreement by increasing the not to exceed by \$6,055.00. The purpose of this amendment was to provide additional services to revise the type of generator specified for the Project and create an additional specification for the purchase of portable generators at the City's request.

On October 19, 2022, the City executed Amendment No. 3 to modify the original agreement by increasing the not to exceed by \$84,587.00 and extending the terms of the agreement to January 31, 2024. The purpose of this amendment was for MNS to provide engineering support during construction.

On June 19, 2023, the City executed Amendment No. 4 to modify the original agreement by increasing the not to exceed by \$12,480.00. Specific issues related to the site geotechnical conditions required evaluation and recommendations from a qualified geotechnical consultant. This amendment provided for geotechnical engineering consultation during the remainder of construction.

On March 25, 2024, the City executed Amendment No. 5 to extend the term of the agreement to September 30, 2024. The Original Agreement, as amended by Amendment Nos. 1-5,

together make up the City's current Agreement with MNS.

ANALYSIS:

MNS Engineers, Inc. (MNS) provided construction phase services during construction of the Project, which is now complete. MNS' original scope of work included a budget for up to 60 total submittals and resubmittals. To date, MNS has performed 94 submittal and resubmittal reviews. Also, MNS' original scope of work included a budget to prepare up to 15 responses to requests for information (RFIs). To date, MNS has provided responses to 22 RFIs. These and others services are captured in the following table:

Task	Fee
Task 1 - Project Management, Meetings, and QA/QC	\$610
Task 9 - Engineering Support Services During Construction	\$2,623
TOTAL	\$3,233

In light of the foregoing services MNS performed beyond the budgeted amount, staff requests that City Council authorize the City Manager to execute Amendment No. 6 (Attachment A) to pay MNS an additional \$3,233.00 for these services. The Amendment would also retroactively extend the Agreement through February 1, 2025 to allow ample time to close out the Project with MNS. Exhibit A to the Amendment shows MNS's current rates and the additional work performed above what was originally budgeted for comprising the requested \$3,233.00 compensation increase.

STRATEGIC PLAN:

The Project supports the currently adopted Strategic Plan in achieving the following goals:

Infrastructure, Transportation & Mobility

Goal: Maintain and develop the City's infrastructure to be safe, sustainable, innovative and cost-efficient.

FISCAL IMPACTS:

Amendment No. 6 to MNS for the Mesa Tank Replacement Project proposes an increase of \$3,233 for a total contract value of \$317,743.

The cost for previously approved construction engineering services provided by MNS is \$97,067 and construction management services provided by the project construction manager (Phoenix Civil Engineering, Inc.) is \$621,574.29, which brings the total Construction Management and Engineering cost item to \$721,874.29.

The funding for this contract is from account number 620-5-9299-660 and will be increased by the requested amount of \$3,233.

OPTIONS:

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

1. Do not approve Amendment No. 6 with MNS Engineers, Inc.
2. Provide staff with other direction.

ATTACHMENTS:

[ATTACHMENT A - MNS PSA Amendment 6 Mesa Tank](#)

ATTACHMENT A

MNS PSA Amendment No. 6

**SIXTH AMENDMENT TO THE
PROFESSIONAL SERVICE AGREEMENT
BETWEEN
THE CITY OF SANTA PAULA
AND
MNS ENGINEERS, INC.**

THIS SIXTH AMENDMENT (“Sixth Amendment”) is made and entered into this 18th day of December 2024, by and between the CITY OF SANTA PAULA, a California general law city and municipal corporation (“City”), and MNS Engineers, Inc., a California corporation (“Consultant”).

1. RECITALS. This Sixth Amendment is made with reference to the following facts and objectives:

- A. On July 20, 2020, the City and Consultant entered into that certain Contract for Professional Services between the City of Santa Paula and MNS Engineers, Inc. (Contract # 19-01762) for consulting services for design of **Mesa Tanks Replacement Project** (the “Original Agreement”).
- B. On or around August 5, 2021, the City and Consultant entered Amendment No. 1 to the Original Agreement (“First Amendment”) to extend the term to June 30, 2022.
- C. On or around September 21, 2021, the City and Consultant entered Amendment No. 2 to the Original Agreement (“Second Amendment”) to modify the original not-to-exceed amount by Six Thousand Fifty Five Dollars and no cents (\$6,055.00).
- D. On or around October 19, 2022, the City and Consultant entered Amendment No. 3 to the Original Agreement (“Third Amendment”) to increase the not-to-exceed amount of the agreement amount by Eighty-Four Thousand Five Hundred Eighty-Seven Dollars and no cents (\$84,587.00)
- E. On or around June 19, 2023, the City and Consultant entered Amendment No. 4 to the Original Agreement (“Fourth Amendment”) to increase the not-to-exceed amount by Twelve Thousand Four Hundred Eighty Dollars and no cents (\$12,480.00).
- F. On or around March 25, 2024, the City and Consultant entered Amendment No. 5 to the Original Agreement (“Fifth Amendment”) to extend the term of the agreement to September 30, 2024.
- G. The Original Agreement, as amended by the First through Fifth Amendments, are referred to hereafter as the “Agreement”.
- H. City and Consultant now mutually desire by this Sixth Amendment to extend the term of the Agreement to February 1, 2025 and increase the maximum compensation by \$3,233.00 for a total contract amount of \$317,743.00.

2. **AMENDMENT.** In consideration of the foregoing and pursuant to Sections 7 and 28 of the Agreement, the Agreement is amended as follows:

A. Subsection C of Section 1 entitled “Consideration and Compensation” is amended to read as follows:

“As additional consideration, CITY agrees to pay CONSULTANT and amount not to exceed Three Hundred Seventeen Thousand Seven Hundred Forty-Three Dollars and no cents (\$317,743.00) unless otherwise specified by written agreement to this Agreement.”

B. Section 7 entitled “Term of Agreement,” is amended to read as follows:

“TERM OF AGREEMENT. The term of this Agreement shall commence upon execution by both parties and shall expire on February 1, 2025, unless earlier termination occurs under Section 11 of this Agreement, or extended in writing in advance by both parties.”

C. The Scope of Services and Rates attached to this Sixth Amendment as Exhibit A is incorporated into the Agreement, and are effective as of January 9, 2024.

3. **COUNTERPARTS.** This Sixth Amendment may be executed in any number or counterparts, each of which will be an original, but all of which together constitutes one instrument executed on the same date.

4. **LIMITED AMENDMENT.** Except as modified by this Sixth Amendment, all other terms and conditions of the Agreement remain in full force and effect. In the event of a conflict between this Sixth Amendment and the Agreement, the provisions of this Sixth Amendment shall control. From and after the date of this Sixth Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by the Sixth Amendment.

[Signatures on Next Page]

This Sixth Amendment is executed on and shall become effective as of the date first written above.

CITY OF SANTA PAULA

MNS ENGINEERS, INC.

Dan Singer, City Manager

Nicholas Panofsky, Vice President

ATTEST:

Julie Latshaw, City Clerk

Jeffrey L. Edwards, Vice President

APPROVED AS TO FORM:

Monica Castillo, City Attorney

Taxpayer ID No.

EXHIBIT A

Scope of Services and Rates

[attached behind]

November 7, 2024

Tatiana Arnaout, P.E., Deputy City Engineer
City of Santa Paula
886 E. Main Street
Santa Paula, CA 93030

Subject: Request for Amendment No. 5 – Consulting Services for the Mesa Tanks Replacement Project

Dear Ms. Arnaout:

Thank you for the opportunity to submit this amendment request for Consulting Services for the Mesa Tanks Replacement Project (Project) for the City of Santa Paula (City).

Project Understanding

MNS Engineers, Inc. (MNS), is currently providing construction phase services during construction of the Project. Due to additional shop drawing reviews and responses to contractor questions above what was originally budgeted for, MNS is requesting additional fee to continue to provide services during construction.

Scope of Work

MNS prepared the following scope of work to provide additional engineering support services during construction of the Project. MNS proposes to complete the additional work under existing Tasks 1 and 9 as described below.

Task 1 – Project Management, Meetings, and Quality Assurance/Quality Control

1.1 – Project Management

The Project Manager, Tyler Hunt, P.E., will provide additional coordination between the City and the internal project team for the additional work during construction.

Task 9 – Engineering Support Services During Construction

MNS and our subconsultants will continue to support the City through the construction process as described in the following subtasks.

9.2 - Submittal Review

MNS' original scope of work included budget for up to 60 total submittals and resubmittals. To date, MNS has performed 94 submittal and resubmittal reviews. MNS will continue to review the Contractor's shop drawings and submittals for conformance with the project drawings and specifications.

9.4 - Respond to RFIs/RFCs

MNS' original scope of work included budget to prepare up to 15 responses to requests for information (RFIs). To date, MNS has provided responses to 22 RFIs. MNS will continue to prepare responses to RFIs forwarded by the City from the Contractor, or develop recommendations based on changed field conditions.

Compensation

MNS proposes to perform the additional services described herein for a not-to-exceed fee estimate of **\$3,233**. A breakdown by task is provided in the following table. A detailed fee proposal spreadsheet is provided as an attachment. All fees are in accordance with the current MNS fee schedule, provided as an attachment.

Task	Fee
Task 1 – Project Management, Meetings, and QA/QC	\$610
Task 9 – Engineering Support Services During Construction	\$2,623
Total	\$3,233

Closing

Thank you for the opportunity to submit this amendment request. We are excited and look forward to continuing work with the City of Santa Paula. Please feel free to contact me with any questions you may have about our submittal at 805.788.8013 or thunt@mnsengineers.com. Thank you for your consideration.

Sincerely,
MNS Engineers, Inc.



Tyler Hunt, PE
Principal Engineer

Attachments:
MNS Standard 2024 Fee Schedule
Fee Estimate Spreadsheet

City of Santa Paula
Mesa Tank Replacement - Amendment No. 5

		MNS PM	MNS ENGINEERING			
		Principal Engineer	Supervising Engineer	Project Engineer	Total Resource Hours	Total Hours* Rates
		2024 Rate	\$305	\$255	\$210	
Task 1 – Project Management, Meetings, and QA/QC		Task 1				
1.1 Project Management	Task 1.1	2			2	\$610
Task 1 Subtotal		2	0	0	2	\$610
9 - Engineering Support Services During Construction		Task 9				
9.2 Submittal Review	Task 9.2	1	1	5	7	\$1,610
9.4 Respond to RFIs/RFCs	Task 9.4	1		2	3	\$725
Task 9 Subtotal		2	1	7	10	2,335
Sub-Total		Hours	4	1	7	12
		Cost	\$1,220	\$255	\$1,470	\$ 2,945

SUBCONSULTANTS		
Subconsultant Participation	IRJ	Total Subconsultant Costs
Task 1		
Task 1.1	\$0	\$0
	\$0	\$0
Task 9		
Task 9.2	\$250	\$250
Task 9.4	\$0	\$0
	\$250	\$250
Sub-Total	\$250	\$0

Summary	Total MNS Resource Costs	Total Subconsultant Costs & All Reimbursable Expenses With 15% Markup	Total
Task 1			
Task 1.1	\$610	\$0	\$610
	Task 1 Subtotal		\$610
Task 9			
Task 9.2	\$1,610	\$288	\$1,898
Task 9.4	\$725	\$0	\$725
	Task 9 Subtotal		\$2,623
Grand Total	\$2,945	\$288	\$3,233



2024 STANDARD SCHEDULE OF FEES

PROJECT/PROGRAM MANAGEMENT

Principal-In-Charge.....	\$340
Senior Project/Program Manager.....	325
Project/Program Manager	275
Assistant Project/Program Manager	255
Senior Project Coordinator	195
Project Coordinator	165

ENGINEERING

Principal Engineer	\$305
Lead Engineer	270
Supervising Engineer	255
Senior Project Engineer	235
Project Engineer.....	210
Associate Engineer	190
Assistant Engineer.....	175

SURVEYING

Principal Surveyor	\$280
Lead Surveyor	270
Supervising Surveyor	230
Senior Project Surveyor	210
Project Surveyor.....	185
Associate Project Surveyor.....	175
Assistant Project Surveyor	160
Party Chief (PW).....	190
Chainperson (PW)	160
One-Person Survey Crew (PW).....	225

TECHNICAL SUPPORT

CADD Manager	\$210
Supervising Technician	180
Senior Technician	170
Engineering Technician	130

DIRECT EXPENSES

Use of outside consultants as well as copies, blueprints, survey stakes, monuments, computer plots, telephone, travel (out of area) and all similar charges directly connected with the work will be charged at cost plus fifteen percent (15%). Mileage will be charged at the current federal mileage reimbursement rate.

PREVAILING WAGE RATES

Rates shown with Prevailing Wage "(PW)" annotation are used for field work on projects subject to federal or state prevailing wage law and are subject to increases per DIR.

ANNUAL ESCALATION

Standard fee rates provided for each classification are subject to 5% annual escalation or the most recent US Bureau of Labor Statistics Consumer Price Index, whichever is higher.

OVERTIME

Overtime for non-exempt employees will be charged at 1.5 x hourly rate; overtime for exempt employees and other classifications will be charged at 1 x hourly rate.

CONSTRUCTION MANAGEMENT

Principal Construction Manager	\$330
Senior Construction Manager.....	290
Senior Resident Engineer.....	265
Resident Engineer	250
Structure Representative	245
Construction Manager	230
Assistant Resident Engineer.....	210
Sr. Construction Inspector (PW)	185
Construction Inspector (PW)	177
Office Administrator.....	135

PLANNING

Planning Director	\$235
City Planner/Planning Manager	220
Principal Planner	205
Senior Planner	190
Associate Planner	160
Assistant Planner	135
Planning Technician	115

ADMINISTRATIVE SUPPORT

Senior Management Analyst.....	\$195
Management Analyst.....	165
IT Technician.....	150
Graphics/Visualization Specialist	160
Administrative Assistant.....	105

GOVERNMENT SERVICES

City Engineer	\$265
Deputy City Engineer	235
Assistant City Engineer.....	225
Plan Check Engineer.....	185
Permit Engineer.....	175
City Inspector	168
Senior City Inspector (PW)	185
City Inspector (PW)	177
Principal Stormwater Specialist	190
Senior Stormwater Specialist.....	180
Stormwater Specialist	170
Stormwater Technician	150
Building Official.....	250
Senior Building Inspector.....	200
Building Inspector	175
Senior Grant Writer.....	190
Grant Writer	180
Associate Grant Writer	160
Assistant Grant Writer	145

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Dale Goodman, Public Works Director

Subject: PURCHASE OF FORD F150 LIGHTNING EV TO COMPLY WITH CARB
ADVANCED CLEAN FLEETS REGULATIONS

Date: December 18, 2024

Agenda Item: 9.G

RECOMMENDATION:

Staff recommends that the City Council:

1. Consent to entering into a contract for a 2024 Ford F150 Lightning EV offered through a cooperative purchasing program.
2. Authorize the purchase of a 2024 Ford F150 Lightning EV in an amount not to exceed \$80,000.
3. Allocate \$39,000 for the additional amount needed to cover the purchase as noted in the fiscal impacts section.

BACKGROUND:

In response to California's increasing focus on reducing greenhouse gas emissions and improving air quality, the California Air Resources Board (CARB) has implemented new regulations that impact municipal fleet operations. One of the key components of these regulations is the mandatory transition of certain vehicle categories, including light-duty trucks and medium-duty trucks, to zero-emission alternatives by specific deadlines.

The new regulations specifically affect municipal vehicles over 8,500 pounds, which include many service, maintenance, and utility trucks in our fleet. As part of the state's broader goals to achieve carbon neutrality by 2045, CARB is mandating that by 2025, municipalities must either transition to zero-emission vehicles (ZEVs) or face increased penalties and restrictions.

The City of Santa Paula must meet these standards to maintain eligibility for state funding and avoid penalties related to non-compliance.

At the December 11, 2024 regular meeting, staff recommended Council choose the "ZEV Milestones Option" to comply with the new CARB regulations. Only vehicles that have a gross vehicle weight rating (GVWR) greater than 8,500 lbs., which are operated in California are included in the ZEV Milestones Option. The other compliance option, which staff did not recommend was the ZEV Purchase Schedule option. Cities that choose this option must purchase 50 percent ZEVs starting January 1, 2024, and the rest can be ICE (Internal Combustion Engine). However, starting January 1, 2027, all purchases must be ZEVs.

There are three ZEV Fleet Milestone Groups defined within the staff-recommended ZEV Milestones option. Santa Paula's truck fleet falls within the "Milestone Group 2" category. This category consists of work trucks, day cab tractors, pickup trucks, and buses with three axles. The truck types included in this category are as follows:

- Scissor lift trucks
- Curtain side trucks
- Mobile laboratories
- Mobile library trucks
- **Utility or service body trucks**
- **Construction trucks**
- **Tank or dump trucks**
- Shredder trucks

The City owns 28 vehicles falling within "Category Group 2". Assuming the City Council chose the ZEV Milestones Option for compliance, the City must replace three (3) of these vehicles (i.e. 10%) with ZEV vehicles by January 1, 2027.

In furtherance of meeting this deadline, the presented vehicle will replace Streets Division unit 220, which is a 2001 Dodge 2500 $\frac{3}{4}$ ton truck powered by a diesel engine. Its purchase is a necessary first step for the City to comply with CARB regulations, contribute to a sustainable future, and avoid potential penalties.

ANALYSIS:

The 2024 Ford F150 Lightning EV would be purchased through Sourcewell at a minimum cost of \$75,794.58. (See Attachment B.) Sourcewell is a cooperative purchasing program the City may use in lieu of formal bidding to award a contract over \$50,000. See SMPC § 41.11.

Under SMPC § 41.11, formal bidding need not be used where the Purchasing Agent identifies a cooperative purchasing program administered by a government-oriented entity, or; a local, state, or federal governmental agency. When in the city's best overall interests, the Purchasing Agent may enter into a contract for the purchase of supplies and general services awarded through such a cooperative purchasing program. City Council consent is required for such arrangements where the estimated value of the supplies or general services exceed \$50,000.

Staff recommends Council consent to purchasing a 2024 Ford F-150 Lightning EV truck through Sourcewell. In order to comply with CARB regulations, staff has evaluated several options for replacing the City's aging fleet of vehicles, including gas-powered trucks and vans with electric vehicles (EVs) that meet the weight and functionality requirements of our municipal operations. After thorough research and consultation with our fleet management provider, the 2024 Ford F-150 Lightning EV truck is staff's top choice. The truck has a GVWR exceeding 8,500 lbs. with an optional extended battery and meets CARB zero-emission standards.

Moreover, this electric Ford truck model is designed for municipal fleet operations and are equipped with the necessary towing capacity, durability, and range required for city services such as utility work, maintenance, and transportation of equipment. These trucks will contribute to:

1. **Compliance with CARB Regulations:** Ensuring the City meets state emission reduction goals and avoids penalties.
2. **Reduced Operating Costs:** Lower fuel and maintenance costs due to the nature of electric vehicles.
3. **Environmental Benefits:** Reductions in local air pollution, contributing to improved public health and alignment with the City's sustainability goals.

The cost of the 2024 Ford F-150 Lightning truck is approximately \$75,000 - \$80,000. The exact price will vary based on specific vehicle configurations and any available discounts or state incentives. The vehicle was quoted earlier in the year at \$75,794.58. (See Attachment B)

STRATEGIC PLAN:

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

FISCAL IMPACTS:

The City budgeted \$41,000 in account #280-5-5022-610 for Fiscal Year 24/25. Staff recommends utilizing funds from the Vehicle Replacement fund (106) to cover the difference of \$39,0000 (not-to-exceed amount of \$80,000 total). The following budget adjustment would be needed, as well as a follow up from staff to make the transfers in accordance with the actual amount needed:

Account	Description	Increase	Decrease
106-5-7501-701	Transfer to General Fund	\$39,000	
100-4-7500-7112	Transfer from Other Funds	\$39,000	
100-5-5022-610	Equipment - New	\$39,000	

OPTIONS:

The Council has the following available alternative options to Staff's Recommendations:

1. Do not approve the purchase. If the Council decides not to approve the purchase, the City will be no closer to complying with new CARB regulations and could face financial penalties, eligibility restrictions for state funding, and increased operating costs for maintaining outdated, non-compliant vehicles. While the purchase of a Conventional Gas-Powered Vehicle may seem less expensive upfront, it would not meet the CARB ZEV requirements and would not contribute to the City's long-term sustainability goals.

ATTACHMENTS:

[Attachment A - Advanced Clean Fleets Regulation - ZEV Milestones Option.pdf](#)

[Attachment B - Sourcewell Quote Ford Lightning.pdf](#)

Advanced Clean Fleets Regulation - ZEV Milestones Option

DATE December 13, 2023

CONTACT

Advanced Clean Fleets

Email zevfleet@arb.ca.gov

Phone (866) 634-3735

CATEGORIES

Programs Advanced Clean Fleets, Drayage Trucks at Seaports & Railyards

Until January 1, 2030, High Priority and Federal Fleets and State and Local Government Agency Fleets may opt-in to the ZEV Milestones Option and meet zero-emissions vehicle (ZEV) targets as a percentage of their California fleets, as an alternative compliance option to the Model Year Schedule. This option allows for phasing ZEVs into the fleet between 2025 and 2042, depending on the type of vehicle and its usage. If choosing this option, starting January 1, 2025, fleet owners must continuously meet or exceed the ZEV Fleet Milestone percentage requirements, shown in Table A, for their California fleets. The California fleet includes vehicles operated in California by a fleet owner or controlling party during a calendar year and includes vehicles under common ownership or control. The

ZEV Fleet Milestone percentages must be maintained each year until the next compliance milestone; for example, from January 1, 2025, until December 31, 2027, at least 10 percent of Milestone Group 1 vehicles in the California fleet must be ZEVs.

Please note that if a vehicle is operated in California at any time during a calendar year, it must be included in the California fleet when determining compliance for that calendar year. Vehicles that are sold or scrapped will reduce the California fleet size for purposes of the Milestones calculation at the time of selling or scrapping. However, transferring a vehicle out of state without selling or scrapping it would still count as part of the California fleet size for the entire calendar year the vehicle had operated in California.

Table A: ZEV Fleet Milestones by Milestone Group and Year

Percentage of vehicles that must be ZEVs	10%	25%	50%	75%	100%
Milestone Group 1: Box trucks, vans, buses with two axles, yard tractors, light-duty package delivery vehicles	2025	2028	2031	2033	2035 and beyond
Milestone Group 2: Work trucks, day cab tractors, pickup trucks, buses with three axles	2027	2030	2033	2036	2039 and beyond
Milestone Group 3: Sleeper cab tractors and specialty vehicles	2030	2033	2036	2039	2042 and beyond

How do we calculate the number of ZEVs we must have?

The annual ZEV Fleet Milestone is calculated by counting the vehicles in the California fleet for each of the three Milestone Groups listed in Table A, then multiplying the number of vehicles in each Milestone Group by the ZEV percentage requirement for that year. Here is an example calculation for a fleet for the calendar year 2030. For this example, the California fleet consists of 100 Group 1 vehicles, 50 Group 2 vehicles, and 30 Group 3 vehicles:

Milestone Group 1: 100 vehicles x 25% = 25 ZEVs

Milestone Group 2: 50 vehicles x 25% = 12.5 ZEVs

Milestone Group 3: 30 vehicles x 10% = 3 ZEVs

Total ZEV Fleet Milestone = 40.5 ZEVs, which rounds up to 41 ZEVs needed that year.

The following additional example shows how a fleet might change over time.

Vehicle Type	# of Vehicles	ZEVs in 2025	ZEVs in 2027	ZEVs in 2029	ZEVs in 2033	ZEVs in 2045
Box trucks, vans, two-axle buses, yard trucks, light-duty package delivery vehicles	60	6	6	15	45	60
Work trucks, day cab tractors, three-axle buses, pickup trucks	20	0	2	2	10	20
Sleeper cab tractors and specialty vehicles	20	0	0	0	5	20

Will any ZEV count toward compliance?

A ZEV from any Milestone Group can count toward the fleet's ZEV Fleet Milestone requirement. In the first example, the fleet might choose to have 30 ZEV vans, 10 ZEV work trucks, and 1 ZEV sleeper cab tractor in 2030. In the second example, the total in the bottom row is what CARB considers for compliance purposes. Any ZEV may count toward this total (e.g. pickups, yard trucks, box trucks, tractors, or any combination of any vehicles from these groups) as long as they are vehicles within the scope of the regulation (typically gross vehicle weight rating 8,500+ lbs.; light-duty cars would not count).

Can fleets using this option still add internal combustion engine vehicles to the California Fleet?

Any new internal combustion engine (ICE) vehicle, 2024 or newer, added to the California fleet must have an engine certified to applicable California emissions standards and emissions related requirements, and any used ICE vehicle added to the California fleet must have a 2010 or newer model year engine. Please see Internal Combustion Engine Purchase Requirements.

This document is provided to assist regulated entities in complying with the Advanced Clean Fleets regulation. In the event any discrepancy exists between this document and the Advanced Clean Fleets regulation, the regulatory text of the Advanced Clean Fleets regulation applies.

Source URL: *<https://ww2.arb.ca.gov/resources/fact-sheets/advanced-clean-fleets-regulation-zev-milestones-option>*



National Auto Fleet Group

A Division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

2/15/2024
2/15/2024 Re-Configured

Quote ID: **37476 R1**

Order Cut Off Date: **TBA**

Darin Howard
City of Santa Paula
Fleet Services

P.O box 569
P.O box 569

Santa Paula, California, 93061

Dear Darin Howard,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2024 Ford F-150 Lightning (W1B) Pro 4WD SuperCrew 5.5' Box 145" WB,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$70,410.00	\$69,410.00	1.420 %	\$1,000.00
2 Additional Key(s)		\$600.00		
Tax (8.2500 %)		\$5,775.83		
Tire fee		\$8.75		
Total		\$75,794.58		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497



Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle: www.NAFGETA.com

Use the upfitter of your choice: www.NAFGpartner.com

Vehicle Status: ETA@NationalAutoFleetGroup.com

General Inquiries: Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

ENGINE	
Code	Description
997	Engine: Dual eMotor - Extended Range Battery (FLT), -inc: single onboard charging level 2 peak charging rate of 11.5kW and 131 kWh usable capacity extended range high-voltage battery, GVWR: 8,550 lbs (Fleet)
TRANSMISSION	
Code	Description
44L	Transmission: Single-Speed, (STD)
PRIMARY PAINT	
Code	Description
YZ	Oxford White
SEAT TYPE	
Code	Description
VS	Medium Dark Slate, Vinyl Bucket Heated Front Seats, -inc: 2-way manual driver/passenger w/flow-through console and floor shifter
ADDITIONAL EQUIPMENT	
Code	Description
17V	Tow Technology Package, -inc: smart hitch, Pro Trailer Hitch Assist, Manual-Folding Power Glass Heated Mirrors, turn signal, black skull caps and LED sideview mirror spotlights, On Board Scales, 360 Degree Camera, Pro Trailer Backup Assist, trailer reverse guidance
___	GVWR: 8,550 lbs
153	Front License Plate Bracket, -inc: Standard in states requiring 2 license plates, optional to all others
94S	Amber Strobe Color LED Warning Beacons, -inc: By Sound Off Signal, center high-mounted stop light bar and 2 roof mounted beacons that provide 360 degree visibility
66A	Mobile Power Cord (120/240V)
85H	Back-Up Alarm System
OPTION PACKAGE	
Code	Description
110A	Equipment Group 110A Standard

2024 Fleet/Non-Retail Ford F-150 Lightning Pro 4WD SuperCrew 5.5' Box 145" WB

WINDOW STICKER

2024 Ford F-150 Lightning Pro 4WD SuperCrew 5.5' Box 145" WB		
CODE	MODEL	MSRP
W1B	2024 Ford F-150 Lightning Pro 4WD SuperCrew 5.5' Box 145" WB	\$54,995.00
OPTIONS		
997	Engine: Dual eMotor - Extended Range Battery (FLT), -inc: single onboard charging level 2 peak charging rate of 11.5kW and 131 kWh usable capacity extended range high-voltage battery, GVWR: 8,550 lbs (Fleet)	\$10,000.00
44L	Transmission: Single-Speed, (STD)	\$0.00
YZ	Oxford White	\$0.00
VS	Medium Dark Slate, Vinyl Bucket Heated Front Seats, -inc: 2-way manual driver/passenger w/flow-through console and floor shifter	\$0.00
17V	Tow Technology Package, -inc: smart hitch, Pro Trailer Hitch Assist, Manual-Folding Power Glass Heated Mirrors, turn signal, black skull caps and LED sideview mirror spotlights, On Board Scales, 360 Degree Camera, Pro Trailer Backup Assist, trailer reverse guidance	\$1,950.00
—	GVWR: 8,550 lbs	INC
153	Front License Plate Bracket, -inc: Standard in states requiring 2 license plates, optional to all others	\$0.00
94S	Amber Strobe Color LED Warning Beacons, -inc: By Sound Off Signal, center high-mounted stop light bar and 2 roof mounted beacons that provide 360 degree visibility	\$650.00
66A	Mobile Power Cord (120/240V)	\$500.00
85H	Back-Up Alarm System	\$220.00
110A	Equipment Group 110A Standard	\$0.00
Please note selected options override standard equipment		
SUBTOTAL		\$68,315.00
Advert/ Adjustments		\$0.00
Manufacturer Destination Charge		\$2,095.00
TOTAL PRICE		\$70,410.00
Est City: N/A MPG		
Est Highway: N/A MPG		
Est Highway Cruising Range: N/A mi		

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Standard Equipment

MECHANICAL

Engine: Dual eMotor - Standard Battery -inc: 98 kWh usable capacity standard range high-voltage battery (STD)

Transmission: Single-Speed (STD)

EXTERIOR

Wheels: 18" Machined w/Black High Gloss Pockets (STD)

TIRES

Tires: 275/65R18 A/T

ADDITIONAL EQUIPMENT

Transmission w/Driver Selectable Mode

Full-Time All-Wheel

Driver Selectable Rear Locking Differential

9.61 Axle Ratio

Battery w/Run Down Protection

Class IV Towing Equipment -inc: Hitch and Trailer Sway Control
--

Trailer Wiring Harness

2235# Maximum Payload

GVWR: 8,250 lbs

HD Front Shock Absorbers and Gas-Pressurized Rear Shock Absorbers

Front And Rear Anti-Roll Bars

Electric Power-Assist Speed-Sensing Steering
--

Permanent Locking Hubs

Double Wishbone Front Suspension w/Coil Springs

Trailing Arm Rear Suspension w/Coil Springs

Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake

Lithium Ion (li-Ion) Traction Battery w/11.5 kW Onboard Charger, 10 Hrs Charge Time @ 220/240V and 1.517 Hrs Charge Time @ 440V

Regular Box Style

Aluminum Spare Wheel

Full-Size Spare Tire Stored Underbody w/Crankdown

Clearcoat Paint

Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
--

Black Rear Step Bumper

Black Side Windows Trim

Black Door Handles

Black Manual Side Mirrors w/Manual Folding
--

Fixed Rear Window

Deep Tinted Glass

Variable Intermittent Wipers

Aluminum Panels

Black Grille

Tailgate Rear Cargo Access

Tailgate/Rear Door Lock Included w/Power Door Locks

Integrated Storage

Ford Co-Pilot360 - Autolamp Auto On/Off Projector Beam Led Low/High Beam Directionally Adaptive Auto High-Beam Daytime Running
--

Lights Preference Setting Headlamps w/Delay-Off
Cargo Lamp w/High Mount Stop Light
LED Brakelights
Headlights-Automatic Highbeams
Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Steering Wheel Controls, Voice Activation, Radio Data System and External Memory Control
Radio: FM Stereo w/6 Speakers
Streaming Audio
Fixed Antenna
Vinyl Bucket Heated Front Seats -inc: 2-way manual driver/passenger w/flow-through console and floor shifter
Driver Seat
Passenger Seat
60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Traction Battery Level, Power/Regen, Traction Battery Temperature, Trip Odometer and Trip Computer
Power Rear Windows
FordPass Connect 4G Mobile Hotspot Internet Access
Front Cupholder
Rear Cupholder
3 12V DC Power Outlets
Compass
Remote Keyless Entry w/Integrated Key Transmitter and Panic Button
Cruise Control w/Steering Wheel Controls
Voice Activated Dual Zone Front Automatic Air Conditioning
HVAC -inc: Underseat Ducts and Console Ducts
Locking Glove Box
Driver Foot Rest
Interior Trim -inc: Cabback Insulator, Metal-Look Door Panel Insert and Metal-Look Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
Day-Night Auto-Dimming Rearview Mirror
Driver And Passenger Visor Vanity Mirrors
Full Floor Console w/Locking Storage, Mini Overhead Console w/Storage, 3 12V DC Power Outlets and 8 120V AC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Plastic Floor Trim
Cargo Area Concealed Storage
Pickup Cargo Box And Cargo Space Lights
Smart Device Remote Engine Start
SYNC 4 w/Enhanced Voice Recognition -inc: 12" LCD capacitive touchscreen w/swipe capability, information on demand panel, wireless phone connection, cloud connected, AppLink w/App catalog, 911 Assist, wireless Apple CarPlay and Android Auto compatibility, digital owners manual, conversational voice command recognition and connected navigation (includes 3-year trial), Note: Navigation services require SYNC4 and FordPass Connect (optional on select vehicles), complimentary connect service and the FordPass app (see FordPass Terms for details), Eligible vehicles receive a complimentary 3-year trial of navigation services that begins on the new vehicle warranty start date, Customers must unlock the navigation service trial by activating the eligible vehicle w/a FordPass member account, If not subscribed by the end of the complimentary period, the connected navigation service will terminate, and the system will revert to embedded offline navigation, Connected service and features depend on compatible AT&T network availability, Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features, FordPass App, compatible w/select smartphone platforms, is available via a download, Message and data rates may apply
Instrument Panel Bin, Dashboard Storage, Interior Concealed Storage, Driver / Passenger And Rear Door Bins
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power

Power Door Locks w/Autolock Feature
Trip Computer
Outside Temp Gauge
Digital Appearance
Seats w/Vinyl Back Material
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Front Center Armrest
Perimeter Alarm
3 12V DC Power Outlets and 8 120V AC Power Outlets
AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Reverse Sensing System Rear Parking Sensors
BLIS (Blind Spot Information System) Blind Spot
Automatic Emergency Braking
Lane Keeping Alert Lane Keeping Assist
Lane Keeping Alert Lane Departure Warning
Collision Mitigation-Front
Driver Monitoring-Alert
Collision Mitigation-Rear
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Safety Canopy System Curtain 1st And 2nd Row Airbags
Airbag Occupancy Sensor
Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
Ford Co-Pilot360 - Reverse Camera Back-Up Camera

The Zero Emission Vehicle (ZEV) Regulation

Introduction

The Zero-Emission Vehicle (ZEV) regulation is designed to achieve the state's long-term emission reduction goals by requiring manufacturers to offer for sale specific numbers of the very cleanest cars available. These vehicle technologies include full battery-electric, hydrogen fuel cell, and plug-in hybrid-electric vehicles. The ZEV regulation is part of a broader package of regulations called Advanced Clean Cars, a set of tailpipe regulations put in place to limit smog-forming and greenhouse gas (GHG) emissions.

Background

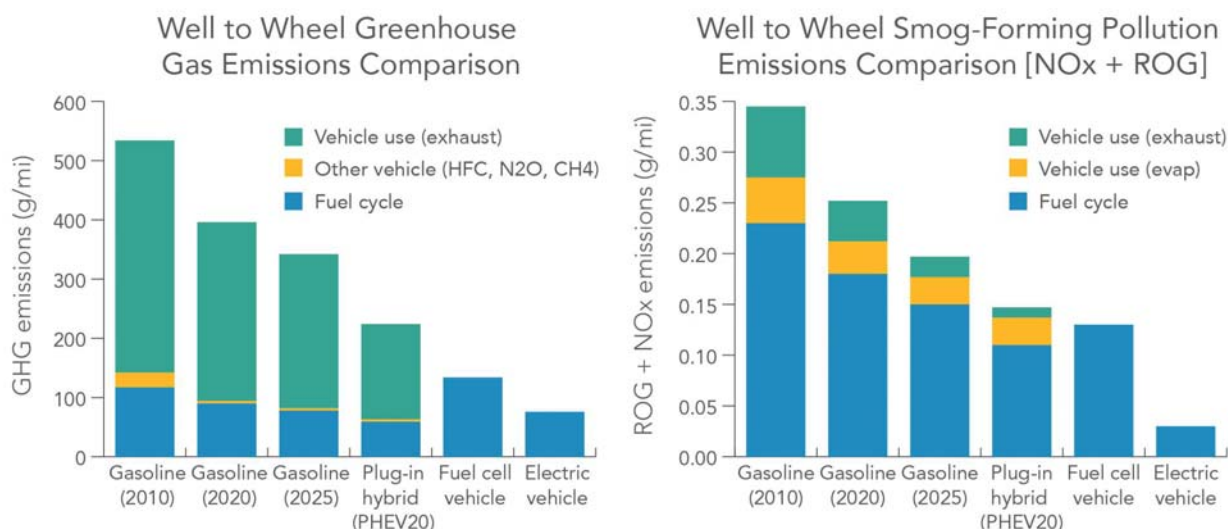
The California Air Resources Board (CARB) first adopted the ZEV requirement in 1990 as part of the Low-Emission Vehicle regulation. Over the last 30 years, the ZEV regulation has been modified to reflect the state of technology. Modifications adopted in 2012 along with the other two Advanced Clean Car Regulations, have set California on a path toward ZEV commercialization with the resurgence of battery technology enabling manufacturers to offer moderately priced zero emission vehicles to consumers. Since 2010, more than 400,000 zero-emission vehicles and plug-in hybrids have been registered in California.

ZEVs are Critical in California

Vehicles and transportation fuels are the dominant sources of carbon emissions in California. While California has made substantial improvements in air quality, the greater Los Angeles region and the San Joaquin Valley are classified by the United States Environmental Protection Agency as "extreme" ozone non-attainment areas, meaning the regions do not meet health-based air quality standards. The ZEV regulation is an integral part of California's long-term requirements to improve air quality and reduce the state's impact on climate change.

ZEVs Dramatically Lower Smog and Greenhouse Gas Emissions

Battery electric vehicles (like the Nissan Leaf), hydrogen fuel cell vehicles (like the Toyota Mirai), and plug-in hybrid electric vehicles (like the Chevrolet Volt) have ultra-low smog forming and GHG pollutants, even over the life of a vehicle, which includes the vehicle's fuel production emissions. Even compared to 2025 vehicles meeting the strictest smog and GHG fleet standards, ZEVs and plug-in hybrid electric vehicles are significantly lower emitting (see charts below), and will be essential in order for the light-duty vehicle fleet to achieve long term emission reduction goals.



How the ZEV Regulation Works

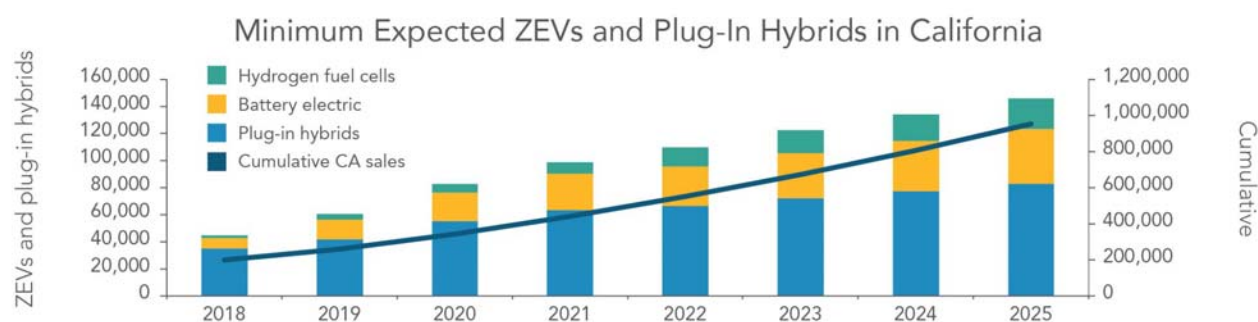
Manufacturers are required to produce a number of ZEVs and plug-in hybrids each year, based on the total number of cars sold in California by the manufacturer. Manufacturers with higher overall sales of all vehicles are required to make more ZEVs. Requirements are in terms of percent credits, ranging from 4.5% in 2018 to 22% by 2025. Manufacturers are to produce vehicles, and each vehicle receives credits based on its electric driving range. The more range a vehicle has, the more credit it receives. Credits not needed for compliance in any given year can be banked for future use, traded or sold to other manufacturers. CARB releases annual credit bank balances each year, as well as the total number of vehicles produced for that model year, as well as the total number of ZEVs and plug-in hybrids. These annual credit postings can be found on our website: arb.ca.gov/msprog/zevprog/zevprog.htm.

Manufacturers Subject to the ZEV Requirements

BMW, Fiat Chrysler, Ford, General Motors, Honda, Hyundai, Kia, Mercedes, Nissan, Toyota, and Volkswagen must comply with the new requirements. Five smaller manufacturers (Jaguar Land Rover, Mitsubishi, Mazda, Subaru, and Volvo) are also required to comply with the ZEV requirements, but may meet their obligation with plug-in hybrids.

Minimum number of ZEVs

Because the ZEV regulation is a credit requirement, it is difficult to precisely predict the number of vehicles that will result from the regulation. Updated estimates using publicly available information show about 8 percent of California new vehicle sales in 2025 will be ZEVs and plug-in hybrids.



Other States Have Adopted the ZEV Regulation

Other states have the ability to adopt California's standards through Section 177 of the Clean Air Act, hence why they are often called the Section 177 States. Currently there are nine states that have adopted California's ZEV regulations (as well as low-emission vehicle regulations): Connecticut, Maine, Maryland, Massachusetts, New York, New Jersey, Oregon, Rhode Island, and Vermont.¹ Together with California, these states represent nearly 30 percent of new car sales in the United States.

For More Information

For more information regarding the ZEV regulation, please visit the ZEV regulation web site at arb.ca.gov/msprog/zevprog/zevprog.htm. For more information about the mechanics of the regulation, you can watch the ZEV tutorial recording at arb.ca.gov/msprog/zevprog/zevtutorial/zevtutorial.htm. To learn more about clean, advanced technology cars and to compare scores between different makes and models, visit CARB's Drive Clean web site at DriveClean.ca.gov. To obtain this document in an alternative format or language, please contact the CARB's Helpline at (800) 242-4450 or at helpline@arb.ca.gov. TTY/TDD/ Speech to Speech users may dial 711 for the California Relay Service.

¹ Additional states have adopted just California's Low Emission Vehicle (LEV) standards: Pennsylvania, Washington, and Delaware.

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Donald Aguilar, Police Chief

Subject: EXPENDITURE PLAN FOR THE FY 24/25 SUPPLEMENTAL LAW
ENFORCEMENT SERVICES ACCOUNT

Date: December 18, 2024

Agenda Item: 9.H

RECOMMENDATION:

Staff recommends that the City Council:

1. Approve the recommended Expenditure Plan appropriating the Supplemental Law Enforcement Services Account (SLESA) funds for the FY 2024-2025 allocation and
2. Allocate an additional \$34,663.46 in revenues and expenditure allocations as noted in the fiscal impact section to account for the unexpected growth revenue.

BACKGROUND:

A Supplemental Law Enforcement Services Account (SLESA) has been established in each county of the state for the purpose of overseeing and allocating funding being provided by the State of California's Citizens Options for Public Safety (Cal-COPS) Program. Cal-COPS funds are used for funding "frontline law enforcement services." The total state funding from the program allots a certain percentage for "city funding." City funding allocations are distributed based on population estimates provided by Chapter 353 of the Budget Act for the particular year of funding.

In accordance with Government Code Section 30061 and 30063, the City Council shall approve the appropriation of the anticipated funding by approving a written request in the form of an "Expenditure Plan." (See Exhibit A.) The County of Ventura Sheriff's Office is designated as the Supplemental Law Enforcement Oversight Committee and must certify receipt and approval of the City's "Expenditure Plan" prior to submitting it to the County Board of Supervisors for review and approval. Upon the Board's approval, the County Auditor/Controller is authorized to release the funding.

ANALYSIS:

Approving the Expenditure Plan will provide a revenue source for the purchase of the following equipment:

1. Laptop computers for Patrol Vehicles, (\$42,000)

2. Less than Lethal 40 mm Safe Impact Launcher with patrol vehicle mounts (\$31,000)
3. TruNarc Handheld Narcotics Analyzer (\$45,000)
4. Tactical Ballistic Shields (\$18,000)
5. Unmanned Aerial Vehicle (UAV) 2 Mavic3 model and 1 Matrice 30T model (\$38,000)

The Expenditure Plan will also provide funding for the following programs:

1. Police Explorer Post - funding for Explorer trips and tactical competitions, lodging and field trips (\$20,663)

STRATEGIC PLAN:

This item supports City Council's goal of creating an environment within the City in which our residents feel safe and which promotes the City as a location of choice for living, working, visiting and recreating, identified in Section E. Public Safety of the two-year Strategic Plan.

FISCAL IMPACTS:

Approval of the expenditure plan will result in revenue to the Police Department of \$194,000.00 which will be used as described above. While funds have already been allocated in the FY 2024/25 budget, however only \$160,000 in revenues and expenditures was requested. As such, staff recommends the following budget adjustment:

Account	Description	Increase	Decrease
311-4-4500-4244	SLESF-COPS GRANT	34,663	
311-5-4502-610	Equipment-New	34,663	

The fund also has an existing fund balance due to prior year allocations not having been spent that the Council may allocate in addition to the existing funds (See Exhibit B). Staff may return at a later date to request an increase in expense allocation in order to fully utilize the fund balance and update this fiscal year's expenditure plan accordingly.

OPTIONS:

As an alternative to Staff's recommendation, the City Council may take one of the following 2 alternative actions:

1. Do not approve the proposed Expenditure Plan.
2. Direct staff to modify the proposed Expenditure Plan.
3. Give other direction to staff as desirable.

ATTACHMENTS:

[Exhibit A COPS 24-25 Expenditure Plan.pdf](#)

[Exhibit B COPS 23.24 Growth 24.25 Allocation.pdf](#)

Supplemental Law Enforcement Standardized Forms
Expenditure Plan
FY 2024-2025

City Name: City of Santa Paula - Santa Paula Police

Beginning Fund Balance	194,000.00
Prior Year Allocation/Adjustment	
Current Year Allocation	
Total Allocation	194,000.00

EXPENDITURE PLANNED

Salaries and Benefits	
Services and Supplies	
Equipment	194,000.00
Administrative Overhead	
Total Expenditure Planned	194,000.00

Date approved by the City Council: _____

The City Manager hereby certifies that the Supplemental Law Enforcement Services Plan was submitted to the City Council and approved as listed.

_____ City Manager Signature	_____ Date
---------------------------------	---------------

Please provide the name of a contact person if there are any questions:

<u>Chief Don Aguilar</u> <u>(805) 525-4474</u>	<u>12/10/24</u>
Name	Date

JEFFERY S. BURGH
AUDITOR-CONTROLLER

COUNTY OF VENTURA
800 SOUTH VICTORIA AVE.
VENTURA, CA 93009-1540



ASSISTANT
AUDITOR-CONTROLLER
MICHELLE YAMAGUCHI

CHIEF DEPUTIES
BARBARA BEATTY
JASON McGUIRE
KATHLEEN O'KEEFE
RICHARD WHOBREY

September 27, 2024

Ms. Christy Ramirez, Finance Director/City Treasurer
City of Santa Paula
Post Office Box 569
Santa Paula, CA 93061-0569

RE: CITIZENS OPTION FOR PUBLIC SAFETY (COPS) PROGRAM FOR FISCAL YEAR 2024
ALLOCATION OF FRONT-LINE LAW ENFORCEMENT SERVICES GROWTH FUNDS
GOVERNMENT CODE 30029.05 (f) (2)

Dear Ms. Ramirez:

In accordance with Government Code 30029.05 (f) (2), you should receive shortly the EFT for your entity's share of COPS front-line 2023-24 growth funds in the Enhancing Law Enforcement Activities Growth Special Account within the Law Enforcement Services Account of the Local Revenue Fund 2011.

The amount being remitted is \$94,663.46 which represents your proportional share of the one-time 2023-24 growth funds distribution received by the County of Ventura on September 24, 2024. The year-to-date amount distributed to your city, monthly distributions plus the one-time growth funds, for fiscal year 2024 is \$194,663.46.

If you have any questions, please contact me at (805) 654-3153 or Donna Gompert at (805) 654-2168.

Sincerely,

JEFFERY S. BURGH
Auditor-Controller

A handwritten signature in blue ink, appearing to read "JMcG", is written over the printed name of Jason McGuire.

Jason McGuire
Chief Deputy Auditor-Controller, Financial Management & Reporting

JEFFERY S. BURGH
AUDITOR-CONTROLLER

COUNTY OF VENTURA
800 SOUTH VICTORIA AVE
VENTURA, CA 93009-1540



ASSISTANT
AUDITOR-CONTROLLER
MICHELLE YAMAGUCHI

CHIEF DEPUTIES
BARBARA BEATTY
JASON McGUIRE
KATHLEEN O'KEEFE
RICHARD WHOBREY

September 27, 2024

Ms. Christy Ramirez, Finance Director/City Treasurer
City of Santa Paula
Post Office Box 569
Santa Paula, CA 93061-0569

RE: CITIZENS OPTION FOR PUBLIC SAFETY (COPS) PROGRAM FOR FISCAL YEAR 2025
ALLOCATION OF FRONT-LINE LAW ENFORCEMENT SERVICES
GOVERNMENT CODE 30061 (b) (3)

Dear Ms. Ramirez:

In accordance with Government Code 30061(b)(3) you should receive shortly the EFT for your entity's share of COPS front-line funding. Government Code 30061(g) provides the funding through the Enhancing Law Enforcement Activities Subaccount in the Local Revenue Fund 2011 and requires COPS payments to be distributed in monthly installments.

Your city's 2024-25 annual allocation is \$100,000.00, and can be confirmed by visiting the State Controller's Office website to access the FY 24-25 COPS allocation letter at the link below:

https://www.sco.ca.gov/Files-ARD-Payments/copsdofletter_2425.pdf

Sufficient information will be provided in the description field on the EFT referencing Government Code, distribution period and contact information for questions. Monthly letters regarding your city's COPS distribution are no longer sent.

If you have any questions, please contact me at (805) 654-3153 or Donna Gompert at (805) 654-2168.

Sincerely,

JEFFERY S. BURGH
Auditor-Controller


Jason McGuire
Chief Deputy Auditor-Controller, Financial Management & Reporting

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Julie Latshaw, City Clerk

Subject: APPOINTMENT TO THE MEASURE T OVERSIGHT COMMITTEE

Date: December 18, 2024

Agenda Item: 10.A

RECOMMENDATION:

Staff Recommends that the City Council:

1. Appoint one applicant to the Measure T Oversight Committee.

Presented by: Julie Latshaw, City Clerk

BACKGROUND:

The City Clerk's office published Vacancy Notices for all open positions on Commissions, Committees and Boards, in the Santa Paula Times, city website and social media.

The City Council attended a Special meeting on December 18, 2024, at 6:00 p.m., holding applicant interview.

- **Measure T Oversight Committee** to fill one vacancy for **an at-large** member, for a four-year term (12/18/2024-12/18/2028). Applicant: Dr. Maria Munguia. No other applicants applied for this position. If applicant is appointed, this committee will be filled.

ANALYSIS:

None.

STRATEGIC PLAN:

This item is not a goal or objective in City Council's two-year Strategic Plan, however, appointments to the Commissions, Committees and Boards described in this report assist in the furtherance of the Mission, Vision, and overarching categories and goals found within City Council's two-year Strategic Plan.

FISCAL IMPACTS:

There are no associated fiscal impacts from this item.

OPTIONS:

The Council has the following available alternative option to Staff's Recommendation:

1. Decline to appoint applicant; and
2. Direct staff to continue advertising for additional applicants.

ATTACHMENTS:

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Dan Singer, City Manager

Subject: APPOINTMENTS TO THE MAYOR'S STANDING AND AD HOC COMMITTEES

Date: December 18, 2024

Agenda Item: 10.B

RECOMMENDATION:

Staff recommends that the City Council:

- a) Consider appointments to the Mayor's Standing and Ad Hoc Committees and review appointments to Regional and State boards, committees and commissions. The Mayor may ratify appointments to these committees.
- b) Consider any modifications to the current list of committees.

Presented by: Dan Singer, City Manager

BACKGROUND:

The Mayor's annual appointment of Councilmembers to various committees, boards and commissions is in accordance with the Santa Paula Municipal Code Section 30.03 (A). That section provides that the Mayor must appoint the members of the City Council's standing committees no later than the second regular meeting in the month following appointment of the Mayor. Members of such committees shall serve a term of one year although more recently the Council has recognized most appointments as two-year terms.

Based on the various committee adjustments, and with the rotation of the Mayor and the election of one new member to the Council, an opportunity now exists to consider appointments to the Council's various committees, boards and commissions and to make any other modifications deemed desirable by the Council.

ANALYSIS:

Exhibit A shows the current Local Standing and Ad Hoc Committees, Regional Boards and Commissions and State Committees. The list has been modified to reflect the current Mayor (Chavez) and Vice Mayor (Juarez) who are assigned to the committees that require the appointment of the presiding Mayor and Vice Mayor. Former Councilmember Sobel's assignments have been identified as "vacant" on this Exhibit.

Exhibit B offers the same list of appointments, however it reflects a chart that more visually

outlines each Councilmember's current appointments, demonstrating how many committees each Councilmember is currently assigned. Former Councilmember Sobel's assignments are identified as under his name, but are obviously vacant, whereas newly elected Councilmember Ornelas has yet to be given any assignments. This chart also identifies those assignments involving a primary and alternate appointee, whereby the alternate is listed with a capital "A."

Tonight's item also affords Council the opportunity to review the current list of committees and determine the necessity for any changes.

Ad-Hoc Committees

The Council currently has four (4) ad-hoc committees established, consisting of: a Communication Committee; a Union Oil Building Use Committee; a Development Agreement Negotiating Committee, and a Sewer and Water Rate Study Committee. In local government, an ad hoc committee is a temporary committee formed for a specific purpose or task, and is usually composed of members appointed from among the members of a larger governing body, such as city councilmembers. Ad hoc committees are formed to address particular issues, problems or projects that are outside the scope of existing committees or standing committees. They may be formed to study an issue in depth, gather information, and make recommendations to the larger governing body for action.

Staff is recommending the dissolution of the Ad Hoc Development Agreement Negotiating Committee and the Ad Hoc Union Oil Building Use Committee, as they have significantly completed the work associated with their founding purpose. Staff defers to Council on the future of the Ad Hoc Communications Committee but recommends continuation of the Ad Hoc Sewer and Water Rate Committee.

1. Development Agreement Negotiating Committee

The primary task for this committee was to work with staff on the negotiations of the development agreement (DA) with Lewis Limoneira Community Builders as part of their expanded development. The committee was subsequently relied on to discuss and review the terms of the RedTail housing development, a project that was part of the DA terms, and more recently the request for funding for the People's Self Help project. The DA was approved by Council last year and the RedTail terms were authorized by the Council earlier this year. People's Self-Help is at the tail end of negotiations which are anticipated to wrap up in January 2025. Council could effectively dissolve this committee until such time as a future project or development agreement may necessitate re-establishment of an ad-hoc. Councilmembers Cornejo and Crosswhite would continue their final assignment on the People's Self-Help project.

2. Union Oil Building Use Committee

With the recent negotiations around the future use of the Union Oil building and the completion of the building transaction from Chevron to the City of Santa Paula, this committee has nearly fulfilled its purpose. As the tenant MOU's are being finalized, there may be the need for one or two additional advisory meetings before this effort concludes. Councilmember Cornejo serves on the Ad Hoc, however Councilmember Sobel was the other representative. Council may either appoint a second person to serve this effort or simply have Councilmember Cornejo finish her service on the Committee until it concludes, likely within the next 60 days.

3. Communications Committee

An Ad Hoc Communications Committee was established by Council in May of 2023 with two

primary goals. The first was to give input and feedback on the update of the City's website, which has now been completed and will be launched in mid-December. The second was to provide input on enhanced communication and engagement within the community including, improved emergency notifications, reviewing existing communication channels, and in alignment with the City's Strategic Plan, developing a CRM system and exploring 311 systems. These tasks have largely been addressed, however it should be noted that "enhanced communications" is always likely to be a Council goal and, as such, the Council may wish to continue this committee. If it is the desire of the Council to have a Communications Committee continue to work with staff on various initiatives, the scope and purpose of the committee should be reconfigured or the committee should be moved to be a Standing Committee.

4. Sewer and Water Rate Committee

In March 2024, the Council established a Sewer and Water Rate Committee to work with staff on the results and recommendations of the rate study currently underway. That committee is still desired as the rate review process will occur in the early months of 2025. Councilmembers Juarez and Crosswhite are currently appointed to this committee.

Standing Committees

The Council currently has six (6) standing committees, established by resolution, and consisting of the following subject areas: a Broadband and Technology Committee; a Cannabis Committee; an Economic Development Committee; a Finance Committee, a Homelessness and Housing Committee, and the Joint City/School District Committee. Standing Committees are formed under the Brown Act whereby the purpose or purview of the committee is of an on-going nature. The Brown Act defines them as having a "continuing subject matter jurisdiction." Standing Committees may have regular meeting dates and times established, are open to the public, and require agenda postings and note taking. A Standing Committee requires a concerted staff effort, usually involving numerous employees, preparations, reports and follow-through.

At this time, staff is requesting Council's review of two Standing Committees:

1. Broadband and Technology Standing Committee

In February 2023, the Broadband Committee was established by Council, moving it from ad-hoc to standing. The core purpose of the Committee was to achieve expansion of high-speed internet and broadband services for the community, especially the under served. The City has received a Local Area Technology Assistance (LATA) grant of \$192,000 and a second \$20,000 grant and efforts are underway to utilize these funds towards broadband initiatives in the community. As efforts moving forward are largely staff driven, versus policy, there is less need for Councilmember involvement. Council should discuss the continued value of this committee and provide direction on keeping the standing committee in place, modifying the scope, or dissolving the committee. Alternatively, the Committee could be moved to ad-hoc with the specific purpose of guiding the LATA grant implementation actions.

2. Cannabis Standing Committee

In February 2023, the Cannabis Committee was established by Council, moving it from an ad-hoc to a standing committee. The purpose of the Committee was to make recommendations on current cannabis regulations, tax rates, and making recommendations as to whether cannabis cultivation, manufacturing, distribution and/or retail would be appropriate uses for the City. As it has been six years since the City considered licensed Cannabis retail options and there has been little activity since that time, the Council should discuss the necessity for

continuing this committee or providing committee members with direction on the expectations for the committee.

New Liaison Opportunity

The City has become an active partner with the *Isabella Project* in cooperation with the Ventura County Community Foundation and the Santa Paula Unified School District and through the National League of Cities cohort on early childhood development. As this effort gains momentum and interfaces with service providers, grantors and governmental organizations, it may behoove the Council to assign one or two liaisons to represent the City's interests on these collaborations. While staff is actively participating in various meetings, having elected representatives available in the future could prove beneficial.

Members of the Council are asked to review their current assignments and come to the meeting with any recommendations for changes. In addition, it is recommended that any alteration to assignments takes place with the start of the new year, beginning in January, so that current activities may conclude this month and staff may inform outside agencies of proposed representational changes ahead of future meetings.

STRATEGIC PLAN:

This is a routine, annual action, as anticipated in the City's Municipal Code, thus it is not identified as strategic in nature.

FISCAL IMPACTS:

Each committee, whether ad-hoc or standing, requires the presence and involvement of at least one staff person. Meetings take time to establish, agenzize, publish, conduct and then follow up on. The more frequently a committee meets and the more requests or recommendations a committee has or makes creates a direct impact on those staff members assigned to that committee, and may call for City Attorney attendance or involvement, creating both direct and in-direct costs.

OPTIONS:

The establishment of Council Standing or Ad-Hoc Committees are at the sole discretion of the Council. Council may establish additional committees, dissolve or alter existing committees, or make other recommendations. Should new committees be desired, staff will return to Council at a future meeting with an adopting resolution establishing such committee(s) and allowing for appointments.

ATTACHMENTS:

[EXHIBIT A - Current Mayor's Standing Committees.pdf](#)

[EXHIBIT B - Chart of Appointments.pdf](#)

EXHIBIT A

**Current Mayors Standing Committee List
(Reflecting the current Mayor and Vice Mayor)**

CITY COUNCIL COMMISSION/COMMITTEE APPOINTMENTS

MAYOR'S STANDING COMMITTEES – 2024

LOCAL STANDING COMMITTEES:

BROADBAND AND TECHNOLOGY STANDING COMMITTEE:

VACANT & Pedro Chavez, Members

CANNABIS STANDING COMMITTEE:

Carlos Juarez & Pedro Chavez, Members
Meetings held as needed

ECONOMIC DEVELOPMENT STANDING COMMITTEE:

Pedro Chavez & VACANT, Members
Jason Herber & Noel Kieswetter, Commissioners
Meetings held as needed

FINANCE COMMITTEE:

Pedro Chavez, **Presiding Mayor**, Member
Carlos Juarez, **Presiding Vice Mayor**, Member

HOMELESSNESS AND HOUSING STANDING COMMITTEE:

Carlos Juarez & Pedro Chavez, Members
Aaron Dunkel & Maria Grace Kelly, Commissioners
Meetings held as needed

SANTA PAULA UNIFIED SCHOOL DISTRICT/CITY COUNCIL JOINT COMMITTEE (2X2)

VACANT & Leslie Cornejo, Members
Chris Wilson, Member
Tommy Frutos, Member
Meetings held as needed.

ADHOC COMMITTEES:

COMMUNICATION COMMITTEE AD HOC

VACANT & Pedro Chavez, Members

DEVELOPMENT AGREEMENT NEGOTIATING TEAM AD HOC (Harvest Project)

Leslie Cornejo & Jenny Crosswhite, Members

SEWER AND WATER RATE AD HOC

Carlos Juarez & Jenny Crosswhite, Members

UNION OIL BUILDING USE AD HOC

Leslie Cornejo & VACANT, Members

LIAISON COMMITTEES:

CALIFORNIA JOINT POWERS INSURANCE AUTHORITY:

Pedro Chavez, Member
Carlos Juarez, Alternate

CITIZEN CORP LIAISON

Carlos Juarez, Member
VACANT, Alternate

CLEAN POWER ALLIANCE

Jenny Crosswhite, Member
VACANT, Alternate
1st Thursdays of month, 2:00 p.m.

FISH LADDER AUTHORITY

Leslie Cornejo, Member
Annual Mtg. in April, to be announced

HARDING PARK ADVISORY BOARD LIAISON

Leslie Cornejo, Member

PARKS & RECREATION COMMISSION LIAISON

Pedro Chavez, Member
Carlos Juarez, Alternate
4th Thursday of month, 6:30 p.m.

PROPERTY BUSINESS IMPROVEMENT DISTRICT LIAISON (PBID)

Leslie Cornejo, Member

SANTA PAULA BASIN PUMPERS ASSOCIATION

Leslie Cornejo & Public Works Director, Members
Annual mtg. 4th Thursday of May-2:00 p.m.

SANTA PAULA BLUE RIBBON ADVISORY COMMITTEE (Santa Paula Hospital)

Carlos Juarez & VACANT, Members

SENIOR ADVISORY COMMITTEE LIAISON

Carlos Juarez, Member
1st Thursday of month, 1:30 p.m.

CITY COUNCIL COMMISSION/COMMITTEE APPOINTMENTS

MAYOR'S STANDING COMMITTEES - 2024

COUNTY STANDING APPOINTMENTS:

ECONOMIC DEVELOPMENT COLLABORATIVE -

VENTURA COUNTY (EDC-VC)

Pedro Chavez, Member

VACANT, Alternate

3rd Thursday of month, 3:30 p.m.

SCE GOVERNMENT AFFAIRS POLICY (GAP)

Pedro Chavez, Member

VENTURA COUNCIL OF GOVERNMENTS (VCOG)

Leslie Cornejo, Member

Jenny Crosswhite, Alternate

2nd Thursday of month, 4:00 p.m., Camarillo City Hall

VENTURA COUNTY AIR POLLUTION CONTROL

DISTRICT ADVISORY COMMITTEE (VCAPCD)

Leslie Cornejo, Member (4-yr term exp 3/9/25)

4th Tuesday of month, 7:30 p.m.

VENTURA COUNTY REGIONAL ENERGY

ALLIANCE (VCREA)

VACANT, Member

Pedro Chavez, Alternate

Bi-monthly, 3rd Thursday – 10:15 a.m. in

Jan/March/May/July/Sept/Nov

VENTURA COUNTY TRANSPORTATION

COMMISSION (VCTC) – Stipend, \$100 per

Meeting (2 meeting maximum per month)

Jenny Crosswhite, Member

1st Friday of month, 10:00 a.m. – Camarillo City Hall

VENTURA COUNTY TRANSPORTATION

COMMITTEE (Heritage Valley)

Jenny Crosswhite, Member

1-3 meetings per year, around members schedule

VENTURA REGIONAL SANITATION DISTRICT

(VRSD) – Stipend, \$186 per meeting

Carlos Juarez, Member

Pedro Chavez, Alternate

1st and 3rd Thursdays of month, 8:30 a.m.

CITY REPRESENTATIVE ON BOARD OF DIRECTORS:

LAFCO

Jenny Crosswhite, Member (4-yr term exp 12/31/27)

SCAG

Jenny Crosswhite, Member

EXHIBIT B

Chart of Councilmembers Committee Appointments

2024 CHART OF CITY COUNCIL COMMITTEES		Chavez	Juarez	Crosswhite	Cornejo	Sobel
1	Affordable Housing Fund Request Ad Hoc Committee			X	X	
2	Broadband and Technology Standing Committee	X				X
3	California Joint Powers Insurance Authority	X	A			
4	Cannabis Standing Committee	X	X			
5	Citizen Corp Liaison		X			A
6	Clean Power Alliance Board			X		A
7	Communications Committee Ad Hoc	X				X
8	Development Agreement Negotiating Team (Harvest Project) Ad Hoc			X	X	
9	Economic Development Collaborative - Ventura County (EDC-VC)	X				A
10	Economic Development Standing Committee	X				X
11	Finance Committee	X			X	
12	Fish Ladder Authority				X	
13	Harding Park Advisory Board Liaison				X	
14	Homeless and Housing Standing Committee	X	X			
15	Property Business Improvement District Liaison (PBID)				X	
16	Parks and Recreation Commission Liaison	X	A			
17	Santa Paula Basin Pumpers Association				X	
18	Santa Paula Blue Ribbon Advisory Committee (Santa Paula Hospital)		X			X
19	Santa Paula Unified School District/City Council Joint Committee (2x2)				X	X
20	SCE Government Affairs Policy (GAP)	X				
21	Senior Advisory Committee Liaison		X			
22	Sewer and Water Rate Ad Hoc Committee		X	X		
23	Union Oil Building Use Ad Hoc Committee				X	X
24	VCTC Committee (Heritage Valley)			X		
25	Vent Co Air Pollution Control District Advisory Comm 4 yr term (VCAPCD)				X	
26	Ventura Council of Governments (VCOG)			A	X	
27	Ventura County Regional Energy Alliance (VCREA)	A				X
28	Ventura County Transportation Commission (VCTC)			X		
29	Ventura Regional Sanitation District (VRSD)	A	X			
	Appointments	10	6	4	10	7
	Alternantes	2	2	1	0	3

City Representative on Board of Directors for:

LAFCO - 4 yr term 1/1/2024-12/31/27 - Jenny Crosswhite

SCAG - Jenny Crosswhite

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Dan Singer, City Manager

Subject: ADOPTION OF 2025 COUNCIL MEETING CALENDAR

Date: December 18, 2024

Agenda Item: 10.C

RECOMMENDATION:

Staff recommends that the City Council:

1. Review the proposed City Council Meeting calendar for 2025 and consider the cancellation or rescheduling of various regular meetings throughout the year.
2. Authorize the closure of City facilities between the Christmas and New Year's Holidays, December 24, 2025 through January 2, 2026.

Presented by: Dan Singer, City Manager

BACKGROUND:

In December of each year, the City Council has an opportunity to establish its City Council meeting schedule for the year ahead. Staff is recommending that Council review the 2025 meeting schedule, attached as Exhibit A, and consider cancelling or changing meetings on or near holidays, and in consideration of any summer breaks. Exhibit B shows staff recommendations as outlined in the Analysis section.

ANALYSIS:

Council Meetings

The Santa Paula Municipal Code (Section 30.01) establishes a fixed meeting schedule for regular City Council meetings, setting those meetings for the first and third Wednesday of each calendar month. With the expectation that a meeting will be held on those dates, it is helpful to the public, staff and Council to plan ahead for any proposed cancelled meetings and/or conflicts with known holidays.

For the 2025 calendar year, there are limited conflicts with City recognized holidays as further defined in this report, (Exhibit C identifies the list of National holidays). The annual League of Cities conference is scheduled to be held Wednesday, October 8 through Friday, October 10, resulting in Council and staff having the opportunity to attend without a conflict of Council meeting dates.

On December 6, 2023, when the Council adopted the 2024 calendar, they cancelled the

meeting of Wednesday, January 1, 2025 as it falls on a recognized holiday. The first and only meeting in January is currently scheduled for January 15 although a study session or special workshop may be planned.

In past years in Santa Paula a few summer meetings have been cancelled. This provides periods of time for administrative staff to know that planning for and attending a meeting will not be required during those breaks. Similarly, it allows members of the Council to plan vacations or time away. Numerous other public entities cancel meetings around July and August, which lessens impacts on Councilmembers who serve as liaisons to those boards and commissions. Over the past few years, Council has either "gone dark" for two consecutive meetings or has cancelled one July and one August meeting.

Looking at the 2025 calendar, the Council could keep the July 2 meeting as it falls just before the July 4 holiday, and then cancel the July 16 and one of the two meetings in August. Staff recommends keeping the July 2 meeting on calendar as it is the beginning of the fiscal year and there are often annual contracts or other actions needed to begin the year. Council could cancel the July 16 and August 6 meeting, however doing so would mean there would be seven weeks between meetings, which may be a long gap given the necessity for Council's approval of contracts or other actions. Were the Council to cancel only the second meeting in July, a five-week break would occur, which still provides Council and staff with ample time to arrange for summer vacation plans. A more logical schedule, should Council prefer to cancel two summer meetings, not one, would be to cancel the second meeting of both July and August.

Prior to the Council meeting, Councilmembers might look ahead to any vacation plans and/or preferences for time off during those months in order to reach consensus on which meetings to cancel.

Council is further asked to cancel the December 3 meeting, as the agenda would need to be released on November 27, which is a holiday. Alternatively, Council could move the December 3 meeting to December 10, similar to the current year calendar, or could cancel both the meeting of the 3rd and 17th in lieu of one meeting on the 10th. It is also requested that Council cancel the first regularly scheduled meeting on January 7, 2026 as the agenda for that meeting would need to be released January 1, 2026, which a City holiday.

The remainder of the calendar and holiday schedule looks to afford the opportunity for Council to keep all of the regularly scheduled meetings.

Consistent with recent practice, it is also requested that Council authorize the closing of City facilities during the period of Christmas Eve, December 24, through the January 1 holiday. Offices would be open on Monday, December 22 and Tuesday, December 23, and could either re-open on Friday, January 2, 2026 or Monday, January 5. Doing so has minimal impact on the public given the holidays and allows City staff to take time off with family.

STRATEGIC PLAN:

None.

FISCAL IMPACTS:

Cancelling a Council meeting has little monetary effect but does save the City staff time, some money in printing, publication and utility costs, as well as any direct contracts with personnel such as our videographer and interpreters.

OPTIONS:

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

1. Decline to adopt staff's recommendation or alter the recommendation. Cancelling any regularly scheduled meeting is at the full discretion of the City Council.

ATTACHMENTS:

[EXHIBIT A - 2025 Calendar DRAFT.pdf](#)

[EXHIBIT B - 2025 Calendar RECOMMENDED.pdf](#)

[EXHIBIT C - 2025 National Holidays.pdf](#)

EXHIBIT A

2025 Calendar DRAFT

CITY OF SANTA PAULA (Staff)

2025



HOLIDAY



CLOSED FRIDAY



CITY COUNCIL



CITY OFFICE CLOSED



AGENDA DISTRIBUTION

JANUARY

S	M	T	W	T	F	S
29	30	31	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	1
2	3	4	5	6	7	8

FEBRUARY

S	M	T	W	T	F	S
26	27	28	29	30	31	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	1
2	3	4	5	6	7	8

MARCH

S	M	T	W	T	F	S
23	24	25	26	27	28	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31	1	2	3	4	5

APRIL

S	M	T	W	T	F	S
30	31	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	1	2	3
4	5	6	7	8	9	10

MAY

S	M	T	W	T	F	S
27	28	29	30	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
1	2	3	4	5	6	7

JUNE

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	1	2	3	4	5
6	7	8	9	10	11	12

JULY

S	M	T	W	T	F	S
29	30	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31	1	2
3	4	5	6	7	8	9

AUGUST

S	M	T	W	T	F	S
27	28	29	30	31	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31	1	2	3	4	5	6

SEPTEMBER

S	M	T	W	T	F	S
31	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	1	2	3	4
5	6	7	8	9	10	11

OCTOBER

S	M	T	W	T	F	S
28	29	30	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	1
2	3	4	5	6	7	8

NOVEMBER

S	M	T	W	T	F	S
26	27	28	29	30	31	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	1	2	3	4	5	6

DECEMBER

S	M	T	W	T	F	S
30	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31	1	2	3
4	5	6	7	8	9	10

EXHIBIT B

2025 Calendar

RECOMMENDED

CITY OF SANTA PAULA (Staff)

2025



HOLIDAY



CLOSED FRIDAY



CITY COUNCIL



CITY OFFICE CLOSED



AGENDA DISTRIBUTION

JANUARY

S	M	T	W	T	F	S
29	30	31	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	1
2	3	4	5	6	7	8

FEBRUARY

S	M	T	W	T	F	S
26	27	28	29	30	31	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	1
2	3	4	5	6	7	8

MARCH

S	M	T	W	T	F	S
23	24	25	26	27	28	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31	1	2	3	4	5

APRIL

S	M	T	W	T	F	S
30	31	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	1	2	3
4	5	6	7	8	9	10

MAY

S	M	T	W	T	F	S
27	28	29	30	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
1	2	3	4	5	6	7

JUNE

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	1	2	3	4	5
6	7	8	9	10	11	12

JULY

S	M	T	W	T	F	S
29	30	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31	1	2
3	4	5	6	7	8	9

AUGUST

S	M	T	W	T	F	S
27	28	29	30	31	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31	1	2	3	4	5	6

SEPTEMBER

S	M	T	W	T	F	S
31	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	1	2	3	4
5	6	7	8	9	10	11

OCTOBER

S	M	T	W	T	F	S
28	29	30	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	1
2	3	4	5	6	7	8

NOVEMBER

S	M	T	W	T	F	S
26	27	28	29	30	31	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	1	2	3	4	5	6

DECEMBER

S	M	T	W	T	F	S
30	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31	1	2	3
4	5	6	7	8	9	10

EXHIBIT C

2025 National Holidays



CITY OF SANTA PAULA 2025 HOLIDAY SCHEDULE – CITY OFFICES CLOSED

January 1st, and July 1st of each year, Executive Management, Mid- Management, Supervisory & Professional Association, SEIU, Full-time Unrepresented employees and Community Service Officers (with the exception of New Year's Eve) will receive a Holiday Leave Bank to be used for the following holidays:

Wednesday, January 1, 2025	New Year's Day
Monday, January 20, 2025	Martin Luther King, Jr. Day
Monday, February 17, 2025	President's Day
Monday, May 26, 2025	Memorial Day
Friday, July 4, 2025	Independence Day
Monday, September 1, 2025	Labor Day
Tuesday, November 11, 2025	Veteran's Day
Wednesday, November 26, 2025	Day after Thanksgiving OBSERVED
Thursday, November 27, 2025	Thanksgiving Day
Wednesday, December 24, 2025	Christmas Eve
Thursday, December 25, 2025	Christmas Day
Wednesday, December 31, 2025	New Year's Eve

Two (2) floating holidays should be coded as HP in Incode

For more information, please consult your unit of Memorandum of Understanding (MOU) or the City's Personnel Rules and Regulations. Days may vary for those observing a different flex schedule.



PLEASE SEE REVERSE FOR FULL-TIME POLICE

**CITY OF SANTA PAULA
2025 HOLIDAY SCHEDULE – CITY OFFICES CLOSED**

January 1st of each year, SPPOA Bargaining employees will receive a Holiday Leave Bank to be used for the Floating/Personal day (should be coded as HP).

Full-Time POLICE

New Year's Day	January 1st
Martin Luther King Jr. Day	3rd Monday in January
Presidents Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Admissions Day	September 9th
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday of November
Day after Thanksgiving	November 29th
Christmas Day	December 25th

****One (1) floating/personal day; should be coded as HP in Incode.**

For more information, please consult your unit of Memorandum of Understanding (MOU) or the City's Personnel Rules and Regulations. Days may vary for those observing a different flex schedule.

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Jonathan Royas, Deputy City Manager

Subject: AGREEMENT WITH ZENCITY TECHNOLOGIES US, INC.

Date: December 18, 2024

Agenda Item: 10.D

RECOMMENDATION:

Staff recommends City Council:

1. Waive formal bidding requirements for the purchase of a public relations analytics platform from ZenCity Technologies U.S. Inc., for a one-year period because it is "required" and "desirable" due to the substantial time-limited discount.
2. Authorize the City Manager to execute an agreement with ZenCity Technologies US, Inc., for one year, at a rate of \$12,000.

Presented by: Jonathan Royas, Deputy City Manager

BACKGROUND:

Staff recommends entering into a professional services agreement with ZenCity, an advanced analytics and community engagement platform designed to support local governments in improving services, increasing community satisfaction, and building trust. Over 300 government organizations, including nearby cities such as Santa Clarita, West Hollywood, Moorpark, Ventura and Pasadena use ZenCity daily to make data-driven decisions and enhance resident outreach.

Traditional methods of gathering community input, such as public meetings and surveys, have proven limited in scope and effectiveness, often skewing an understanding of resident priorities. ZenCity offers innovative solutions that gather broad and representative community input, transforming it into actionable insights.

The City of Santa Paula's ad hoc Communications Committee recently discussed the potential agreement, with mixed opinions regarding the platform's effectiveness. However, staff believes a pilot year at a heavily discounted cost is an excellent opportunity to evaluate ZenCity's capabilities which will provide staff with enhanced tools to better engage residents and improved feedback and analytics about effective engagement.

ANALYSIS:

ZenCity provides a unique and proprietary Artificial Intelligence (AI)-driven platform that helps

local governments translate what people want in their cities more effectively. ZenCity collects millions of resident and City-generated data points from a multitude of external and internal sources including social media, local news channels, 311, and more. Using AI, the data is classified and sorted to identify City-centric topics, trends, anomalies, conversations, sentiments, and complaints. The City then receives meaningful and actionable insights about residents' needs and priorities, accessible through an easy-to-use online platform. Staff has researched this service and has not identified any other vendors that provide this kind of service or have the ability to process, analyze, and present the data on the scale and sophistication as that of ZenCity. The system provides a more efficient and cost-effective way of tracking public comments than staff monitoring traditional and social media platforms.

Additionally, through the platform's dashboard, staff can see what residents are discussing publicly on social media platforms, understand the character of the discourse, and use this information to adjust messaging and programs to meet the needs of residents. For example, staff at a local California city who currently uses the platform were able to better understand resident perspectives about a proposed new zoo project. Based on this data, their staff were able to address these concerns via early community engagement during the conceptual design phase. In much the same way, Santa Paula currently has several efforts underway which could benefit from additional community feedback such as the Santa Paula Trail Connectivity Project, the Senior Master Plan for Aging, and the upcoming update of Council's 2-Year Strategic Plan in early 2025.

It is important to note that Zencity does not provide the City with access to view or monitor the social media accounts of individuals. Data is presented in large-scale aggregate format, without names or other identifying personal details. The following is a statement from Zencity Technologies with regards to their privacy policy:

"Zencity does not collect any personal identifying information as all data is automatically anonymized by our product. Zencity never stores or displays any user profile data. Zencity only collects data that is either completely open and public (meaning everyone can see it with a Google, Facebook, or other publicly available search engine), or collected by the city (such as 311 or city hotline service requests)."

ZenCity's platform offers four primary tools to enhance the City's outreach and decision-making efforts:

1. **ZenCity Organic:** Provides sentiment analysis and discourse tracking across social and digital media channels, including customizable dashboards and anomaly alerts.
2. **ZenCity Engage:** Facilitates collaborative digital forums with AI-powered hubs for interactive resident participation, ensuring inclusivity with features like auto-translation to 40+ languages and ADA compliance.
3. **ZenCity Publishing:** Includes AI-generated content for efficient social media management and press releases.
4. **ZenCity Reporting:** Simplifies report generation for stakeholders using tailored templates and cross-platform data integration.

Under the proposed agreement, ZenCity will offer:

- Comprehensive dashboards for monitoring online activity.
- Publishing and analytics capabilities enhanced with generative AI.

- Nextdoor integration (of which the City currently has no visibility to)
- Access for up to six users.
- Tools for up to three active engagement projects at a time.
- Unlimited surveys and a dedicated Customer Success Manager.

This pilot year offers a cost-effective opportunity to enhance the City's outreach and decision-making capabilities while addressing the challenge of engaging a broader cross-section of residents. Staff recommends this agreement as a means to evaluate ZenCity's effectiveness in complementing or potentially replacing higher-cost public relations efforts. Depending on the platform's performance and the value it provides to the City and the community, staff would return to Council during the budgeting process to assess the City's current public relations expenditures.

Currently, the discounted annual cost is \$12,000 (down from \$22,000), available through an ICMA promotion which is valid until December 20, 2024.

Staff recommends Council waive bidding requirements because the purchase is "required or desirable". The purchase of software and digital platforms like that offered by ZenCity costing between \$5,000 to \$50,000 must be informally bid under SPMC 41.08. However, when the purchase is "required or desirable and in conformance with state law," the City Council may waive informal bidding. (SMPC 41.10). Waiver is "required" at this time to take advantage of the substantial time-limited discount; and the purchase is "desirable" because the platform offers the significant benefits and potential cost savings in public relations efforts detailed above. As there are no known competitors to the suite of services offered through ZenCity, soliciting bids from other providers would be unlikely to result in lower costs or superior or competitive products. For these reasons, and because waiving informal bidding here does not conflict with state law, Council should waive the City's bidding requirements.

STRATEGIC PLAN:

This item supports initiatives within the Council's Strategic Plan goal D. Connected and Healthy Community related to resident engagement and education and Objective D.5 to "analyze the effectiveness of the City's current communication efforts and provide suggestions for improvements."

FISCAL IMPACTS:

The recommended agreement will cost \$12,000 for the pilot year, \$6,000 of which will be covered within the current City Manager's Department budget for FY24/25 under GL 100-5-0501-209. The remaining funding will be budgeted for in the FY25-26 budgeting process. No setup or customization fees apply.

OPTIONS:

The City Council has the following alternatives available and may:

1. Decline the agreement and provide alternative direction; or
2. Request additional information or adjustments to the proposed agreement. Staff does not recommend this as the City would forgo the heavily discounted price terminating December 20, 2024.

ATTACHMENTS:

[EXHIBIT A - ZenCity Agreement.pdf](#)

[EXHIBIT B - ZenCity Presentation.pdf](#)

EXHIBIT A - ZENCITY AGREEMENT



11-25-2024

Proposal For: City of Santa Paula, CA

Proposal Expiration: 12-20-2024

ZENCITY ORDER FORM

Order form #: Q-10964

Order form prepared for: Santa Paula, CA

Order form expiration date: 12-20-2024

This Order Form ("**Order Form**") is entered into between the Zencity entity detailed below ("**Zencity**"), and the entity identified below ("**Customer**", and jointly with Zencity the "**Parties**")), as of the Effective Date (as defined below) which shall remain in effect for the duration of the Initial Term as defined below and any renewal term (the "Term") unless agreed otherwise explicitly and in writing between the Parties. This Order Form includes and incorporates the Zencity Terms and Conditions attached hereto as Appendix A (the "**T&Cs**"). In the event of any conflict between this Order Form and the T&Cs, the terms of this Order Form shall prevail. All prices are quoted in USD.

ZENCITY	
Entity (legal) name:	Zencity Technologies US Inc.
Full address:	1313 N Market St, Suite 5100 Wilmington, DE 19801
Contact:	Noa Fishman
Phone:	(314)207-9106
Email:	noafishman@zencity.io

CUSTOMER	
Entity (legal) name:	City of Santa Paula, CA
Full address:	970 Ventura Street Santa Paula, CA 93060
Contact:	Dan Singer
Phone:	805-525-4478
Email:	dsinger@spcity.org

SKU	Item Name	Description	Yearly List Price	Term	Discount	Yearly Discounted Price
ZC-ECI	Zencity 360 Essentials - Standard	Community Engagement SaaS Platform for cities with up to 50,000 residents Organic - Processing organic feedback on various channels, including - Unlimited full track of official sources and limited coverage of leading unofficial channels (40 unofficial sources) - Unlimited anomaly highlights, automated reports, digests and media mentions - Limited projects [10] - Publishing and scheduling to social media accounts and collecting engagement analytics on official (agency operated) social media channels Engage Pro- Community engagement collaboration and input interface: - One Engage domain with 3 Active engagement projects - All basic engagement templates with automatic translation to 29 languages - Simple surveys - templated polling with selected language translations	\$22,000	12 months	46%	\$12,000

Total Billed Yearly \$12,000

Any additional modules, quantity increases or other custom development and integration work requested by Customer during the Term shall require an Order Form executed by the Parties, and shall be subject to the prevailing Zencity rate card subject to amendment from time to time.

ORDER FORM TERMS	
Effective Date:	01-01-2025
Initial Term:	12 Months commencing on the Effective Date
Fees:	The Fees are exclusive of any applicable taxes (including sales tax) and withholdings, which will be added to the Fees and paid by Customer, to the extent applicable.
Payment Terms:	The Fees shall be payable on an annual basis within 30 Days of the Effective Date and on each anniversary thereof.
Customer Billing Contact:	Dan Singer dsinger@spcity.org 805-525-4478
Customer PO # (if applicable):	

Appendix A

Zencity Terms and Conditions

1. SOFTWARE LICENSE & SUPPORT SERVICES

1.1 Subject to the terms and conditions of these Zencity Terms and Conditions and of the applicable Order Form (collectively, the "**Agreement**"), Zencity hereby grants to Customer a personal, non-exclusive, non-transferable limited license to use the products and services licensed by Zencity to Customer (the "**Licensed Program**") identified in the applicable Order Form entered into by Zencity and Customer and the documentation and user manuals for the Licensed Program supplied by Zencity to Customer throughout the Term (the "**Documentation**").

For the purposes of this Section 1.1, the term "use" shall be only in accordance with the confidentiality provisions of this Agreement and shall include the rights to use the Licensed Program only for the use of the Customer's organization, company or institution.

For the purposes of this Section 1.1 the term "use" shall not include: (i) the right to make, use, or sell products incorporating the Licensed Program, or (ii) the right to sub-license the Licensed Program.

No right is granted to the source code of the Licensed Program or to create derivative works thereof or to transfer ownership of the media containing such software except as a part of, or with, or for use in the equipment with which it operates.

1.2 Routine customer support is available via email. Any claim will be answered within 24 hours of the report. On or before the Effective Date, Customer and Zencity shall each designate a liaison as a respective point of contact for technical issues. Each party may change such liaison upon written notice from time to time at reasonable intervals. Zencity will not be obligated to provide support to any person other than the Customer's designated liaison.

1.3 During the Term, Customer may have access to Updates upon request at no additional cost. "**Updates**" shall mean certain new features as determined by Zencity, or fixes of minor errors in the Licensed Program which are incorporated in a new release of the Licensed Program.

1.4 Certain upgrades can be delivered to Customer upon commercial terms and conditions to be agreed upon. "**Upgrades**" shall mean enhancements, new functionalities that are added into the Licensed Program.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer agrees not to, directly or indirectly: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Licensed Program, Documentation or data related to the Licensed Program, except to the extent such a restriction is limited by applicable law; modify, translate, or create derivative works based on the Licensed Program; or copy, reproduce, rent, lease, distribute, assign, sell, or otherwise dispose of the Licensed Program, in whole or in part, or otherwise commercially exploit, transfer, or encumber rights to the Licensed Program; or remove any proprietary notices.

2.2 Customer will use the Licensed Program only in compliance with all applicable laws and regulations (including, but not limited to, any export restrictions, surveillance and monitoring restrictions, and any privacy and data protection requirements).

2.3 Customer shall be responsible for obtaining and maintaining any equipment and other services needed to connect to, access, or otherwise use the Licensed Program and Customer shall also be responsible for (a) ensuring that such equipment is compatible with the Licensed Program, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) for all uses of Customer user accounts with or without Customer's knowledge or consent. To the extent Customer provides any Personal Data (as defined below) of personnel for registration purposes, Customer represents and warrants that it has any right, license, consent, and power and it has provided any notice, all as required under applicable law, to provide Zencity with such Personal Data and will be fully and solely responsible for providing only Personal Data of personnel related to the Customer. Zencity will handle such Personal Data in accordance with its Privacy Policy available at: <https://zencity.io/privacy-policy/>.

3. PROPRIETARY RIGHTS. Zencity retains all right, title, and interest in the Licensed Program, Documentation and any future modifications and enhancements thereof, and all intellectual property rights (including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark, and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature) therein. Customer is granted only a limited right of use to the Licensed Program and Documentation as set forth herein, which right of use is not coupled with an interest and is revocable in accordance with the terms of this Agreement.

4. CONFIDENTIALITY. Each party (the "**Receiving Party**") agrees not to disclose (except as permitted herein) any Confidential Information of the other party (the "**Disclosing Party**") without the Disclosing Party's prior written consent. "**Confidential Information**" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be

understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure (including the terms of the applicable License Agreement). Zencity's Confidential Information includes, without limitation, the software underlying the Licensed Program and all Documentation. The Receiving Party agrees: (i) to use and disclose the Confidential Information only in connection with this Agreement; and (ii) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Receiving Party shall, before receipt or usage of such Confidential Information inform its personnel of Receiving Party's confidentiality obligations under this Agreement. Notwithstanding the foregoing, Confidential Information does not include information that: (i) has become publicly known through no breach by the Receiving Party; (ii) was rightfully received by the Receiving Party from a third party without restriction on use or disclosure; or (iii) is independently developed by the Receiving Party without access to such Confidential Information. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party.

5. DATA AND MATERIALS LICENSE.

5.1 Customer grants Zencity a non-exclusive, transferable, perpetual, worldwide, and royalty-free license to use any data or information provided by Customer for use in, by, or in connection with the Licensed Program, any information collected, and/or any analysis of any such information conducted by the Licensed Program.

5.2 Any content created by Customer and provided to Zencity for use in connection with the Licensed Program or other services provided by Zencity ("**Customer Materials**") shall be the sole property of the Customer. Customer hereby grants Zencity and its successors and assigns a perpetual, irrevocable, transferrable, worldwide, royalty-free, fully paid-up, and non-exclusive license under any of Customer's intellectual property, moral or privacy rights to use, copy, distribute, display, modify and create derivative works of any Customer Materials for the provision of the services in accordance with the terms of this Agreement. The parties acknowledge that Zencity does not require any Personal Data to be provided in order to provide the Licensed Program and Customer undertakes that it shall not provide Zencity with any Personal Data as part of the Customer Materials. To the extent the Customer Materials shall include any Personal Data it shall be incidental and Customer shall be fully liable for such Personal Data in accordance with the terms of this Agreement and applicable law.

6. FEES.

6.1 The fees for the Licensed Program ("**Fees**") are set forth in the applicable Order Form. Properly submitted invoices for which payment is not received within fourteen (14) days of the invoice due date shall accrue a late charge of 1.5% interest per month, compounding annually. The Fees are exclusive of any applicable taxes, which, if payable by Zencity, shall be billed to and paid by Customer, including any bank fees related to the Customer's wire transfer. Customer may not withhold or set-off any amounts from the Fees. For the avoidance of doubt, discounts or credits relating to any term defined in any Order Form shall apply to said term only and shall not carry over to any Renewal Term.

7. TERM & TERMINATION

7.1 This Agreement shall commence on the Effective Date and continue for the period of the Licensed Program purchased pursuant to any applicable and outstanding Order Form, including any renewal term, unless earlier terminated in accordance with this Section 7. In the event of any Renewal Term, the Fees payable for the Licensed Program shall be updated as specified in the Order Form. Either party may terminate this Agreement immediately by giving written notice to the other party if: (i) the other party breaches a material provision of this Agreement and fails to cure the breach within seven (7) days after being given written notice thereof; or (ii) the other party is judged bankrupt or insolvent, makes a general assignment for the benefit of its creditors, a trustee or receiver is appointed for such party; or any petition by or on behalf of such party is filed under any bankruptcy or similar laws.

7.2 The Initial Term shall be automatically extended for successive renewal terms of 12 months each (each, a Renewal Term and collectively with the Initial Term, the Term) unless either party provides written notice of non-renewal to the other party at least 90 Days before the end of each applicable term.

7.3 Upon termination, Customer will pay in full for the Licensed Program up to and including the effective date of termination. Upon any termination of this Agreement: (a) the license of the Licensed Program hereunder shall immediately terminate; and (b) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession.

7.4 All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

8. WARRANTY AND DISCLAIMER

8.1 Zencity represents and warrants that: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Licensed Program shall perform in accordance with generally prevailing industry standards.

8.2 Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; (ii) it owns all right, title, and interest in and to all data, including without limitation, any Personal Data that may be included therein, provided to Zencity (if any) for use in connection with this Agreement, or possesses the necessary authorization thereto; and (iii) Zencity's use of such data or materials including Customer Materials as contemplated hereunder will not violate the rights of any third party; (iv) it has all right, license and consent required to provide Zencity with the Customer Materials, including Personal Data contained therein, if and to the extent provided in accordance with Section 5.2 above; (v) the Customer Materials and Zencity's use thereof in accordance with the terms of this Agreement does not and will not infringe upon any third party's right; and (vi) it shall at all times use the Licensed Program in compliance with applicable law. "**Personal Data**" have the definition ascribed to it by the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 ("**GDPR**") or any parallel term in the jurisdiction in which the Licensed Program is being used.

ZENCITY DOES NOT WARRANT THAT USE OF THE LICENSED PROGRAM WILL BE UNINTERRUPTED OR ERROR-FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE LICENSED PROGRAM. EXCEPT AS SET FORTH IN THIS SECTION 8, THE LICENSED PROGRAM IS PROVIDED "AS IS" AND ZENCITY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. ZENCITY DOES NOT WARRANT THAT ANY OR ALL FAILURES, DEFECTS OR ERRORS WILL BE CORRECTED, OR WARRANT THAT THE FUNCTIONS CONTAINED IN THE LICENSED PROGRAM WILL MEET CUSTOMER'S REQUIREMENTS.

8.3 To the extent the Licensed Program or any services provided by Zencity hereunder are provided through or in connection with any third-party services, Zencity shall not have any responsibility for any technical issues or limitations resulting from the use of such third-party service, including actions of Zencity on such third-party service taken on behalf of and at the instruction of Customer. Customer acknowledges and agrees that use of any third-party service shall be in accordance with such third party's terms and privacy policy.

9. LIMITATION OF LIABILITY. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS, AND EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR RELATED TERMS AND CONDITIONS UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA (EXCEPT AS OTHERWISE SET FORTH IN SECTIONS 2.3 AND 5.2) OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO ZENCITY (OR, IN THE CASE OF CUSTOMER, PAYABLE) FOR THE LICENSED PROGRAM UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

10. MISCELLANEOUS. Capitalized terms not otherwise defined in these Terms and Conditions have the meaning set forth in the applicable License Agreement. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of God, act of governmental authority, or due to war, riot, labor difficulty, pandemic, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing. Zencity shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in connection with Zencity's website and marketing materials, subject to Customer's trademark usage guidelines (as provided to Zencity). If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable or transferable by either party without the other party's prior written consent, provided however that either party may assign this Agreement to a successor to all or substantially all of its business or assets. This Agreement (including the License Agreement) is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both parties. No agency, partnership, joint venture, or

employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions and the competent courts of California shall have exclusive jurisdiction to hear any disputes arising hereunder.

Zencity

Signature



Name

Title

Date

Santa Paula, CA

Signature



Name

Title

Date

EXHIBIT B - ZenCity Presentation

Zencity for Santa Paula

The Platform for Community Trust

November 12th, 2024

300+ government organizations
use Zencity every day to
improve services, increase
satisfaction & build trust

Serving communities of all sizes, including:

Santa Clarita, Los Altos Hills, Banning, West
Hollywood, and many more!

”

*The platform allows us to
understand the needs and
concerns of our residents to
make the best decisions.*

Todd Gloria, San Diego Mayor

Current methods of soliciting input are limited, giving you a **skewed view** of resident needs and priorities.

64%

Of public meeting attendees oppose new projects or plans

BU Study, 2018



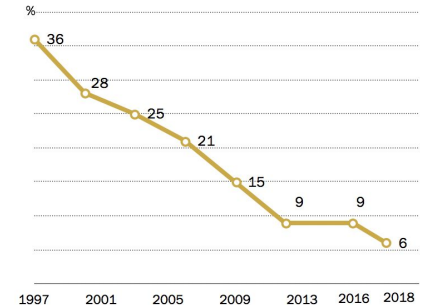
6%

Response rate to phone surveys

PEW Research, 2018

After brief plateau, telephone survey response rates have fallen again

Response rate by year (%)



Hearing from your entire community is **Challenging**



It's hard to reach beyond the STPs



It requires significant effort & resources



No clear understanding of residents' needs and priorities



It's difficult to build **community trust**

One platform that
reaches more voices
in your community & turns
that input into actionable
takeaways helping you build
community trust

Here's how it works →

Smarter solutions for community input & insights



Zencity Organic

Connect to the conversations that are already happening.



Zencity Engage

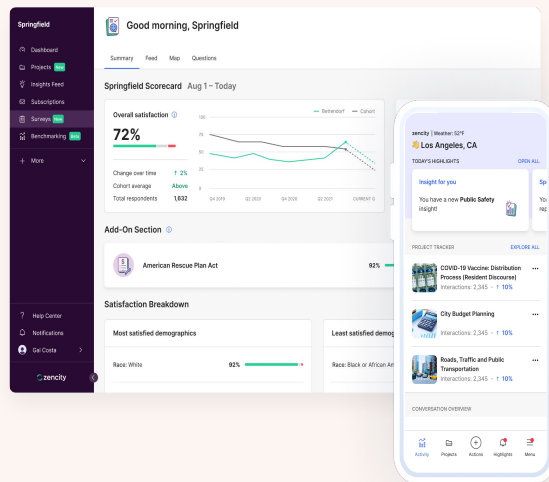
Shape ideas through collaborative conversations.

The whole conversation

More angles.

More voices.

All in one place.



Top Solutions

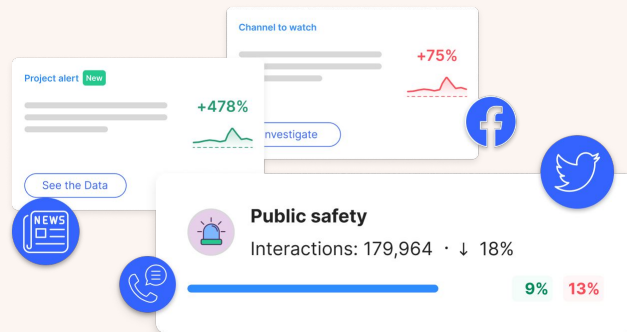
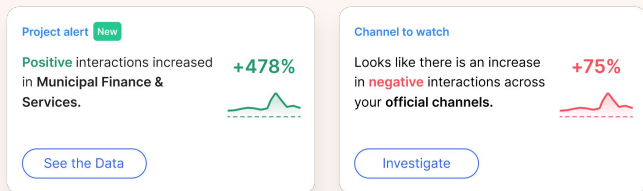
To suit your workflows and priorities

Zencity Organic

Discourse and Sentiment Analysis

Understand the relevant conversations residents are having across publicly available sources, including social and digital media channels.

- ✓ **Best-in-class coverage** of social media, online news & CRMs
- ✓ Unlimited **coverage of official sources**
- ✓ Self-managed coverage of **unofficial sources**
- ✓ Smart **anomaly alerts**
- ✓ Custom **dashboards and reports**

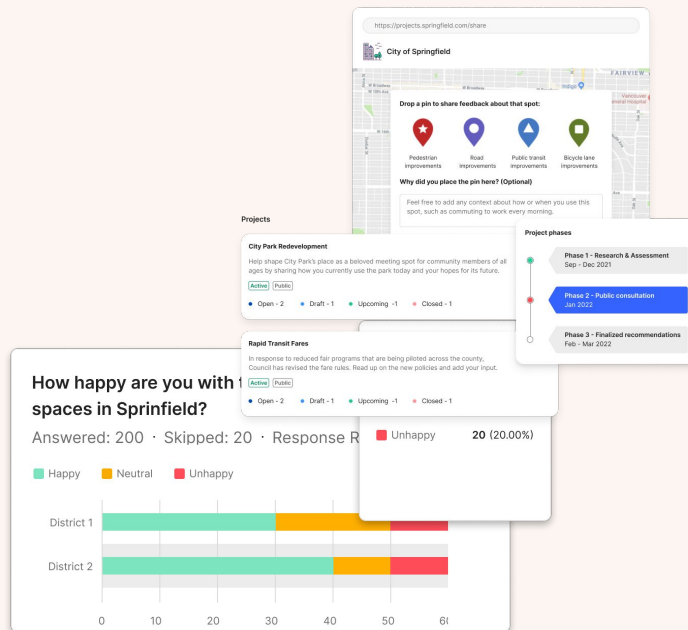


Zencity Engage

Collaborative Digital Forums

Engage residents through custom, interactive AI-powered project hubs that make it easy to collaborate and communicate on a project's life cycle.

- ✓ Multiple engagement projects simultaneously
- ✓ Various templates for quick generative setup
- ✓ Auto-translation of content to 40+ languages
- ✓ Mobile first & ADA-compliant
- ✓ Unlimited templated polling (with a vatted questions bank)
- ✓ Low barrier for resident participation

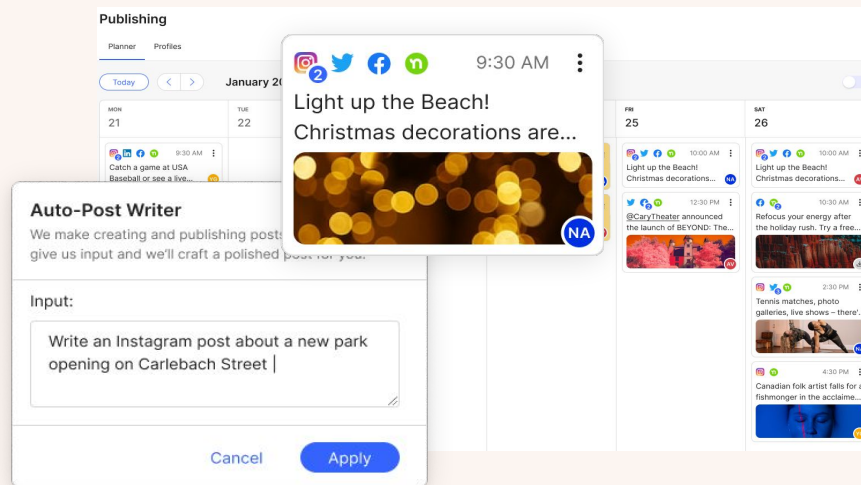


Zencity Publishing

ChatGPT embedded, in-dashboard tool

Post to official government social media channels and generate pitch-perfect press releases in seconds, so you can get your message out to the community in less time.

- ✓ Multiple accounts & channels
- ✓ Social media analytics
- ✓ AI-generated content

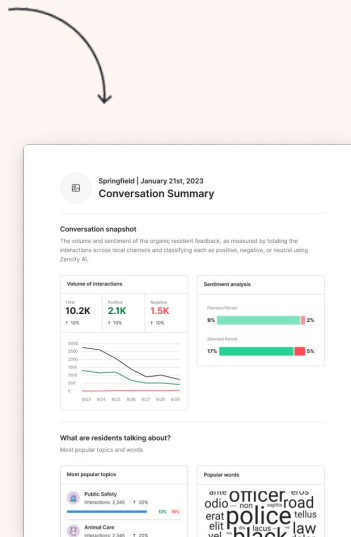
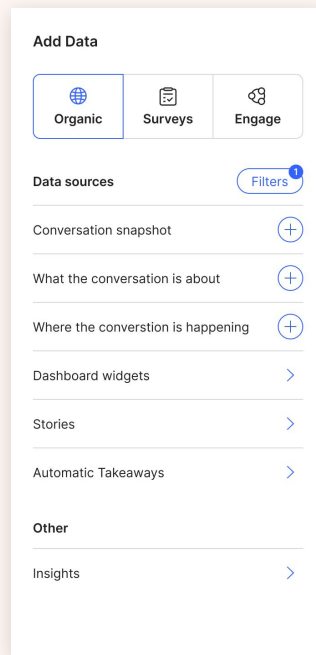


Zencity Reporting

Powerful builder for tailored reports

Keep elected officials and other stakeholders in the know with easy-to-generate, customizable reports that draw data from your dashboard.

- ✓ Templates for recurring reports
- ✓ Automatically-scheduled reports
- ✓ Cross-platform data



Commercial Terms – Zencity

Zencity Partnership will include the following:

- Dashboard measuring online activity of the town
- Publishing & analytics capabilities + Generative AI for posts and press releases
- Nextdoor Integration
- Up to 6 users
- Community engagement interface
- Up to 3 active engagement projects
- Unlimited Engage Surveys
- Dedicated Customer Success Manager

Total Price Per Year – \$22,000

ICMA Promotion – \$10,000

Total Price After Discount – \$12,000

** The following price offer is valid until Dec 20th, 2024.*

*** No setup or customization fees*

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Dan Singer, City Manager

Subject: FUTURE AGENDA ITEMS

Date: December 18, 2024

Agenda Item: 11.A

RECOMMENDATION:

Staff recommends City Council review future agenda items.

BACKGROUND:

The attached Future Agenda Items forecast 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:

Should a member of the City Council wish to introduce a future agenda topic, it should be done in compliance with the Council's adopted Manual of Procedural Guidelines, Section 5.1. Items introduced by a member of the Council during a Council meeting requires a second and should be reserved for time-sensitive matters needing attention within the proceeding 45 day period.

STRATEGIC PLAN:

FISCAL IMPACTS:

OPTIONS:

ATTACHMENTS:

[12.18.24 Future Agenda Items.docx](#)



Santa Paula City Council Tentative Agenda Schedule

	Regular Meeting January 15, 6:30pm	
Admin	City Manager Department Report	
P&R	Parks & Recreation Department Report	
Admin	Water Bill Subsidy Options	
Admin	Measure R Oversight Committee Considerations	
PW	Harvard Blvd Project Closeout	
CDD	People Self Help – Funding	
P&R	Union Oil Building Use Agreements	
PW	Mesa Tank Closeout	
Admin	Review of Bridge Design (Harvest)	
	STUDY SESSION TOPICS	
Admin	No Smoking Ordinance	
Finance	Development Impact Fees (DIF) Overview	Jan / Feb
	FUTURE AGENDA ITEMS	
Finance	Update on Utility Bills	
PW	Plans & Specifications for 8 th Street Streetlight Repair Project	
CDD	Central Business District Live Entertainment Ord 1339	
CDD	Cultural Arts Presentation	
Legal	Fire MOU Amendment	
CDD	Homeless Encampment Opportunities Workshop	
Legal	Development Code Amendments	